



**PROPOSAL NUMBER: ULM-( ULM-CORP 007/20)**

**REQUEST FOR PROPOSAL: PROVISION OF SECURITY SERVICES (24 MONTHS CONTRACT)**

**TENDER AMOUNT:**

### IN WORDS:

**The Municipal Manager  
Umzimkhulu Local Municipality  
169 Main Street  
Private X 53  
Umzimkhulu  
3297**

**Tel: 039 259 5000      Fax: 039 259 0427**

NAME OF SERVICE PROVIDER :

CONTACT PERSON :

TELEPHONE :

FAX \_\_\_\_\_

ADDRESS :


**CSD Registration of a Number: .....**

**SARS PIN:** .....

**TENDER CLOSES: 12h:00, 30<sup>th</sup> of October 2020**

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 <b>UMZIMKHULU LOCAL MUNICIPALITY</b>	<b>Client Support</b>	
	<b>TENDER NOTICE</b>	

**Date issued 28/09/2020**  
**KZN435/20/21/ 011/CORP**

**INVITATION TO TENDER  
 ADVERTISEMENT  
 UMZIMKHULU LOCAL MUNICIPALITY**

UMzimkhulu Municipality hereby invites reputable and experienced Service providers to respond on the projects below:

<b>PROJECT NAME</b>	<b>PROPOSAL NUMBER</b>	<b>BRIEFING DATE</b>
<b>PROVISION OF SECURITY SERVICES ( 24 months contract)</b>	ULM-CORP 007/20	06/10/2020 @10h:00

Tender documents will be available from the cashier at **169 Main Street, uMzimkhulu, 3297** upon the **non-refundable payment of R400 per document** or a bank guaranteed cheque made out to **uMzimkhulu Municipality** during working hours between **09:30am and 16:00pm** from the **30<sup>th</sup> of September 2020**; cut-off time for buying documents is the **06<sup>th</sup> of October 2020, 15 minutes before the briefing time.**

Compulsory briefing meeting is scheduled to take place at **UMzimkhulu Municipality Makhosini Building, 247 Mzimkhulu Mlonyana Street, UMzimkhulu 3297**

**Invalid or non-submission of the following documents will render the Tenderer disqualified, BBBEE points will not be allocated if the Certificate is not submitted**

- Registered on Central Suppliers Database (CSD) attach proof of Registration
- Valid BBBEE certificate certified or original with the SANAS logo and verified by agencies accredited by SANAS / Original SWON Affidavit
- MBD 4, 8 & 9 -
- Municipal rates and services certificate / statement / billing for the directors , owners , shareholders of the company to confirm that Municipal rates are not in arrears for more than 90 days or;

- Attach valid lease agreement if the company is leasing the office space
- Attach a valid lease agreement if the director is leasing accommodation
- Attach affidavit if the account is under your parents , siblings , grandparents and you are not paying any Municipal rates
- Copy of a marriage certificate if Municipal account in under your spouse
- Certificate of Authority" to sign all documents in connection with this Tender and any contract or agreement which may arise therefrom, duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached and must be on a Company letter head ( example is provided in the tender document).

**80/20 Preference Point System will be used on the following project, functionality will be considered and uMzimkhulu Local Municipal SCM policy.**

### **Evaluation criteria**

#### **STAGE 1A: ADMINISTRATION COMPLIANCE**

- Valid and certified copy of compliance certificate for Unemployment Insurance Fund (UIF)
- Valid and certified copy of compliance certificate for Compensation of Injury Diseases Act (COIDA)
- Valid and certified copy of company registration from PSIRA.
- Valid and certified copy of a Letter of Good Standing from PSIRA
- Valid and certified copy of company owner/s registration from PSIRA.
- Completion of Bid Price.

#### **STAGE 1B: (PAPER BASED EVALUATION – 25 Points)**

- Total of 25 points for paper based evaluation is allocated.
- Service provider that does not meet a minimum threshold of **15 points** during the paper based evaluation shall not be considered for the next stage of evaluation which is the site visit stage.
- Suppliers are requested to include with the tender document all the information request

**Criteria for Functionality****Minimum threshold (60% or 15 Points)**

<b>Criteria</b>	<b>Requirement</b>	<b>Allocated points</b>	<b>Verification</b>
<b>Relevant Experience in provision of security services</b>	Three projects for provision of security services	<b>Excellent</b> 10 points	Attach reference letters
	Two projects for provision of security services	<b>Good</b> 5 points	
<b>Methodology: service provider must mention the following:</b> 1.Training plan 2.Operational Plan 3.Risk Management	Provide details of staffing in relation to: <ul style="list-style-type: none"> <li>• Security related training and development plan</li> <li>• Detailed Operational Plan</li> <li>• Provide detailed risk assessment plan and contingency plan</li> </ul>	<b>Excellent</b> 10 points	Excellent: detailed plans covering all aspects as per terms of reference.
	Provided partial information on: <ul style="list-style-type: none"> <li>• Security related training and development plan</li> <li>• Operational Plan</li> <li>• Risk assessment plan and contingency plan</li> </ul>	<b>Good</b> 5 points	Good: partial plans covering some aspects as per terms of reference
<b>Relevant experience in CCTV installation and maintenance</b>	One project for installation and maintenance of CCTV.	<b>Excellent</b> 5 points	Attach reference letter on similar project.

Bidders that do not meet the minimum threshold of **15 points 15/25** will be eliminated, and will not be considered for the next stage of Functionality evaluation, which is site visit.

**NB:** It is compulsory for a bidder to score not less than 50% on **experience in provision of security services and methodology segments** on the above table. Even if the bidder has scored 60 % /15 points of the minimum threshold of functionality but do not score 50% on the stated segments above, the bidder will be non-responsive. On **Relevant, experience in CCTV installation and maintenance service providers must score full points**

**STAGE 1C: FUNCTIONALITY EVALUATION ON SITE VISIT**

• Scoring: 1=Poor, 2 =Fair, 3=Good. Total points =27 minimum threshold is 16 points

	REQUIREMENTS	VERIFICATION	POINTS ALLOCATION	COMMENTS
1	Availability of staff(grade C and B)	CV,s and personal(minimum two)		
2	Control room (demonstration)	Demonstrate an operating control room(controller officer, communication devices, controller roster book, )		
3	Are there Communication mechanism in place and are they operational (radios and base station)	Hand carried Radios , base station that are functional		
4	Do you have required licensed firearms?()	Three Fire arms with licenses of firearms and extra guns for adhoc support		
5	Firearms booking	Firearms register book showing current and previous		
6	Full set of guard uniform 1. Shirt 2. skirt 3. Trouser 4. Shoes/boots 5. Jackets 6. pullover	A full set of uniform or a guard fully dressed		
7	Documentation required 1. Occurrence Book 2. Access control registers or forms 3. Notebook /pocket book	Evidence of all documentation showing site functionality during current or previous operations		
8	Availability of fleet	Patrol Vehicle: - If owned by company require a logbook. If hired a car rental agreement or A letter of intend to rent a car.		
9	Availability of guarding equipment 1. Baton stick 2. Handcuffs and Pouches 3. Pen 4. Torch 5. Pepper Spray 6. Metal detector 7. Umbrella	A full set of equipment's or guard fully equipped with the mentioned equipment's		

Validity period is 120 days

**Contact Details**

All other enquiries shall be directed to:


Attention : Mr. G. Mngqundaniso  
Telephone : (039) 259 5007  
Fax No : (039) 259 0427  
Email Address : [mngqundanisog@umzimkhululm.gov.za](mailto:mngqundanisog@umzimkhululm.gov.za)

**Closing date**

Bid documents in a sealed envelopes clearly indicating the **Bid number and Bid Name**, must be deposited in the tender box of UMzimkhulu Local Municipality, located at 169 Main Street, UMzimkhulu, 3297 reception area, not later than **12h: 00, 30<sup>th</sup> of October 2020** Telegraphic, telex, telephone, electronic, facsimile and late tenders will not be accepted.

**The uMzimkhulu Municipality Council does not bind itself to accept the lowest bidder. UMzimkhulu Municipality Supply Chain Management policy will apply.**

**Z. S. SIKHOSANA**  
MUNICIPAL MANAGER

 <b>UMZIMKHULU LOCAL MUNICIPALITY</b>	<b>Client Support</b>	
	<b>Terms of References</b>	

**TERMS OF REFERENCES FOR THE  
PROVISION SECURITY SERVICES FOR  
THE UMZIMKHULU LOCAL MUNICIPALITY**



**1. THE PURPOSE**

The protection of Municipality properties at the intended sites against theft and vandalism with appropriate access control measures.

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

**2. THE CUSTOMER**

- Umzimkhulu Local Municipality
- **INSTITUTION: CORPORATE SERVICES**

**3. APPLICABLE DOCUMENTS: ACTS AND REGULATIONS, TERMS AND REFERENCES**

- Constitution of the republic of South Africa, 1996 (Act 106 of 1996)
- Protection of Information Act, 1982 (Act no 84 of 1982)
- Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
- Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- Criminal Procedure Act, 1977 (Act 51 of 1977)
- Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- Criminal Procedures Act, 1997, (Act 51 of 1977), as amended
- Private Security Industry Regulations Act, 2001 (Act 56 of 2001)
- Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985)
- Trespass Act, 1959 (Act 6 of 1959)
- Information Act, 2002 (Act 70 of 2002)
- Labour Relations Act, 1995 (66 Of 1995)
- Employment Equity Act, 1998 (Act 55 of 1998)
- Fire-arms Control Act, 2000 (Act 60 of 2000) and regulations

**Note: Should there be any updated version of any stated regulation or standard in this document; the updated version shall be applicable in practice until further notice.**

**4. SERVICE REQUIRED**

- Rendering of a continuous 24 hours per day, 7 days per week security services.
- A total of **62 SECURITY OFFICERS** in terms of sections 10(1)(b) of the Security Officers Act (Act 92 of 1987) as amended by Private Security Industry Regulations Act, 2001 (Act 56 of 2001) Act (Act 92 of 1987)

**5. CONDITIONS OF CONTRACT**

**5.1.** The Contractor and his/her employees must sign a "Declaration of Secrecy" before commencement of services

**5.2.** For the purpose of this Contract, the Contractor must make use of Category "B" and "C" Security Officers, as defined in the Wage Act and Private Security Industry Regulations Act, 2001 (Act 56 of 2001)

**5.3.** All employees must be registered as Security Officers in terms of sections 10(1) (b) of Security Officers Act (Act 92 of 1987) as amended by Private Security Industry Regulations Act, 2001 (Act 56 of 2001)

**5.4.** All your employees must be trained according to the training as prescribed by the Private Security Industry Regulatory Authority.

**5.5.** The Departmental Acquisitions Committee (DAC) is not obliged to accept the lowest or only tender received. Any decision by the Committee regarding the awarding of a contract shall be final but the Committee is on request, obliged to give reasons for the acceptance or passing over of a tender. Tenders will be evaluated according to the attached criteria of the Umzimkhulu Local Municipality.

**5.6.** The number of security guards and the price may vary due to the security technology systems to be introduced by the Department or expansion of scope of work.

**The offer must be strictly in accordance with the attached conditions and specifications.**

**5.7.** Contractor shall, in order to ensure the continuity of the service, in the application of the security measure, allocate specific personnel for the service on the site, keeping in mind that rotation from time to time, of the security personnel is a healthy and needy measure.

**5.8.** The norm/quality of the security service to be rendered must be in accordance with the acceptable standard of the trade concerned. All possible steps must be taken by the Contractor to ensure the correct intended execution of this Agreement will take place.

**5.9.** Appointment of shortlisted bidders will be subject to a positive Security Clearance from State Security Agency (SSA). Upon receipt of the certificate, if the successful bidder has a negative clearance the contract will be terminated

## **6. PERSONNEL**

**6.1.** The Contractor must provide the security personnel required for the successful rendering of the service. As follows:

**6.1.1** Area Manager/ Supervisor will provide monitoring of performance to the site and gives overall management to the Security Officers deployed from time to time.

**6.1.2** First-level Security Supervisor (Security Officer Grade B) are the persons exercising complete supervision and control over security staff at a site where the Contractor renders a security service.

**6.1.3** Security Officers Grade C is the persons who shall execute the physical security service (access control and patrols)

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

**6.2.1. Supervisors: (Grade B)**

6.2.1.1. Supervisors must be schooled to at least Grade 12 level.

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

6.2.1.2.1. Supervisors must at all times be capable of leading/controlling and supervising their subordinates.

6.2.1.3. Supervisors must be able to communicate, read and write in English.

**6.2.2. Security Officers: (Grade C)**

6.2.2.1. Security Officers must be schooled to at least Grade 10 level.

6.2.2.2. Security Officers must be able to communicate read and write in English.

6.2.2.3. Security Officers may not be younger than 18 years of age.

**6.2.3. General (Supervisors and Security Officers):**

6.2.3.1. Supervisors and Security Officers must have undergone and passed formal security training;

6.2.3.2. They must present an acceptable image/appearance which implies, **inter alia**, that they may not sit, lounge about, smoke, eat or drink while attending to people;

6.2.3.3. They must at all times present a dedicated attitude/approach to security, which attitude/ approach shall imply, **inter alia**, that there shall be no unnecessary arguments with visitors/staff or discourteous behaviour towards them;

6.2.3.4. They must be registered as Security Officers, as prescribed by the Security Officer's Act, Act 92 of 1987, section 10(1)(b); as amended by Private Security Industry Regulations Act, 2001 (Act 56 of 2001)

6.2.3.5 They must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Municipality;

6.2.3.6. They are prohibited from reading documents or records in offices or unnecessary handling thereof;

6.2.3.7. No information concerning Municipality activities may be furnished to the public or news media by the Contractor and his employees;

6.2.3.8. The Municipality reserves the right to ascertain from the PSIRA whether the security personnel in service of the company, are registered with PSIRA.

6.2.3.9. The Contractor undertakes to ensure that each member of his security personnel, will at all times when on duty, be fully equipped in respect all necessary equipment to execute their responsibility;

6.2.3.10. A uniform, neat and clearly identifiable of the company, which uniform will include matching raincoats, Shirt, Trouser, skirts, Shoes or boots, Jackets and pullover.

**NB: A clear identification card of the company with the member's photo, identification and file numbers on it, worn conspicuously on his person at all times.**

## **7. SECURITY AIDS/EQUIPMENT**

**7.1.** Service aids such as:

- Access Control Registers or Forms
- Visitors cards
- Duty Roster
- Posting sheet
- Baton stick
- Handcuffs and Pouches
- Pocket book
- Pen
- Torch
- Pepper Spray

**7.2.** On commencement of the contract, the Contractor must submit to the Municipality representative, proper staff files as well as all appropriate documents of all security personnel in his service who are employed for the rendering of the service to the Municipality by the Contractor. The appropriate documents shall include, *inter alia*, the following:

- Scholastic certificates (highest standard obtained)
- Registration certificates from PSIRA
- Training certificates of successfully completed security courses as prescribed by PSIRA.
- Other relevant certificates

## **8. OCCURRENCE BOOK**

### **8.1. Purpose**

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

### **8.2. Compulsory Occurrence Book Entries**

8.2.1. The security personnel on duty must make the following entries in the occurrence book:

8.2.2. All listed routine procedures such as patrols undertaken, handing over of shifts, etc., mentioning the procedures followed, by whom and the time of commencement. These entries must be made clearly legible, in blue/black ink.

8.2.3. All occurrences, however important, slight or unusual with reference to the correct time and relevant actions taken.

8.2.4. All security personnel activities – especially deviations in respect of the duty list – indicating particulars of the personnel and relevant times.

8.2.5. The issue and/or receipt of keys, indicating the time and by whom they were received or delivered.

8.2.6. The unlocking or locking of doors or gates, indicating the time and by who locked or unlocked.

8.2.7. The handing-over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries.

8.2.8. Occurrence book read: After the taking-over of shifts, the Supervisor must make an entry declaring that he/she has read the occurrence- book in order to acquaint him/herself with events that occurred during the previous shift.

8.2.9. All visits by Top management/Contractor: These entries must be done in red ink.

8.2.10. Officials of the Municipality shall pass on in writing, all additional requests in respect of the rendering of the service.

**NOTE:** Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialled on the side and no pages should be removed from the book.

### **8. 3. Storage of Occurrence Books**

The Contractor shall store the fully entered occurrence books for a period of twelve months.

## **9. ACCESS CONTROL REGISTERS OR FORMS**

### **9.1. Purpose**

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

## **9.2. Pedestrian Register / Pedestrian Access Control Forms**

9.2.1. This register/forms must be completed correctly and legibly by the Security Officer on duty and shall make provision for the following:

- Date of visit
- Admission and exit times of the visitor to and from the site
- Surname and initials of the visitor
- Home or work address of the visitor
- Official identity/passport number of visitor
- Name of the person to be visited
- Purpose of the visit
- Signature of visitor.

## **9.3. Vehicle Register / Vehicle Forms**

9.3.1. This register/forms must be completed correctly and legibly by the Security Officer on duty and shall make provision for the following:

- Date of visit
- Admission and exit times of the visitor to and from the site
- Surname and initials of the driver
- Home or work address of the driver
- Registration number of the vehicle
- Name of the person to be visited
- Purpose of the visit
- Number of passengers
- Signature of driver.

### **9.3.2. Storage of pedestrian and Vehicle Registers and forms**

- The Contractor must store the fully entered pedestrian and vehicle registers and forms for a period of twelve months.
- After completion of the contract, the Contractor must hand-over all Access Registers and Occurrence Books to the Municipality Representative.

## **10. NOTEBOOK/POCKETBOOK**

### **10.1. Purpose**

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

### **10.2. Requirement**

During their turns of duty all security personnel must wear a notebook on their persons.

10.2.1. The following information must be noted down in the Notebooks/pocketbook:

All occurrences/events, however important, slight or unusual referring to the following:

- Patrols undertaken
- Reporting on and off duty,
- Time of occurrence or event,
- Extent of occurrence or event,
- Relevant occurrence book serial number
- Follow-up actions taken in respect of the occurrence or event.

### **10.3. Copying into Occurrence Book**

- All relevant information noted down in the notebook must immediately or directly after return from a patrol; be copied into the occurrence book.

### **10.4. Storage of Notebooks / Pocketbook**

- The Contractor must store the fully entries notebooks for a period of thirty-six Months (36 months).

## **11. DUTY LIST**

### **11.1. Purpose**

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

### **11.2. Drawing up a Duty List**

Daily, weekly or monthly duty lists of all security personnel on duty must be drawn up by the Contractor and kept in the security control office of each site where such service is rendered.

### **11.3. Changes to the duty list**

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

## **12. TWO-WAY RADIOS**

### **12.1. Purpose**

The purpose of radio communication is the establishment of immediate communication between the different duty points and control on the site, as well as between control on the site and control at the Contractor's headquarters or regional offices.

#### **12.1.1. Base Radio**

See site specification for more particulars (a cellular telephone may be supplied for vertical communication instead of a base station or two-way radio).

### **12.1.2. Hand Carried Radios**

The Contractor, must at all times provide hand-carried radios in a good working condition.

## **13. CLIENT LIASON**

- The Security Supervisor must make daily contact with the Departmental representative at the site in order to verify and handle mutual complaints, problems, bottle-necks and requests concerning the rendering of service.

**Once a month, a meeting with the Top Management of the Company must be held and minutes taken, which must be kept by the Departmental representative.**

**NOTE: No security personnel are allowed to do continuous duty for longer than twelve hours.**

## **14. LOST ARTICLES**

### **14.1. Definitions**

Lost articles are articles found at the site, for which ownership cannot be established immediately. It must be handed in at the Control Room.

**14.2. All lost articles handed in at the control room must be recorded in the occurrence book, after which they must be handed to the departmental representative immediately.**

## **15. DELIVERIES**

- No deliveries by any person will be received at the Control Room. The necessary arrangements must be made by the Departmental representative.
- No deliveries will be received after hours, weekends, at night and public holidays.



## **16. LABOUR UNREST INCIDENTS**

### **16.1. Definition**

Labour unrest incidents are incidents where the Department's personnel on site, or the security personnel, engage in illicit personnel practices such as strikes, unrest and intimidation.

### **16.2. Labour unrest at the Site**

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

## **17. EXERCISING OF CONTROL OVER THE SERVICE**

**17.1.** Inspection of the service shall be done by supervisory staff at the site as well as by the Contractor him/ herself on at least a weekly basis. The following further points will also be Applicable.

**17.1.1.** The State reserves the right to check the service rendered by the Contractor at any time, in order to ensure that the service is rendered in accordance with the conditions or contract and the site specification.

**17.1.2.** The Departmental representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions.

**NOTE:** The State reserves the right to require from the Contractor without furnishing any reasons, that any of his/her employees be replaced, in which case the employee must leave the site forthwith. The State will not be held responsible for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.

**17.1.3.** All personnel shortages must be noted down in the occurrence book.

## **18. LIABILITY**

**18.1.** The Contractor will be held liable for any damage or loss suffered by the State, as a result of the Contractor's own or his employee's negligence or intent, which originated at the site

**18.2.** The State will be liable for the loss or damage of any nature to any of the Contractor's properties or items kept at the State's sites, in cases where the loss originated as a result of negligence or intent on the part of the State.

**18.3.** The State is indemnified against any liability, compensation or legal expenses in

**18.4.** Respect of the following cases, whereas, the Contractor will be notified in writing of the particulars of each claim he is liable for:

18.4.1. Loss of life or injuries, which might be, sustained by the security personnel during the execution of their duties.

18.4.2. Damage to or destruction of any equipment or property of the Contractor during the execution of their duties.

18.4.3. Any claims and legal costs which might ensue from the failure by or acts committed by the security personnel against third persons, which acts include illicit frisking, illicit arrests and other illicit or wrongful deeds.

## **19. INSURANCE**

**19.1.** The Contractor must, at his own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this agreement.

### **PLEASE NOTE**

- A copy of such insurance contract must be handed to the Departmental representative on commencement of the service;
- **Evidence that such insurance premium have indeed been paid, must be furnished with the commencement of the contract and thereafter quarterly to the Department Representative.**

## **20. GENERAL**

**20.1.** The Contractor may not, unless otherwise specified, make use of any of the State's equipment,, aids and/or property, for purposes of compliance with the conditions of contract, which equipment, aids and/or property include inter alia vehicles, stationary, firearms, rooms, furniture, equipment, etc.

**20.2.** The water and electricity required for the rendering of the service, shall be provided free of charge by the State.

**20.3.** The Contractor is responsible for the training of his personnel at the site in respect of the application of the guideline of the emergency plan applicable for the specific site and form part of the Safety Committee on site.

**20.4.** All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions of contract, will be provided.

**20.5.** The Contractor's personnel must at all times refrain from littering and must keep the grounds and buildings occupied by them, clean, hygienic and neat including their work space. If dogs are used, the Contractor at the end of each shift shall remove their faeces.

**20.6.** Under no circumstance is a security personnel allowed to carry on any trading on site.

## **21. ADVERTISING**

**21.1.** The Contractor shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article or object of any nature whatsoever, in, or to the State buildings on the site of contract or on the periphery without written consent. The Contractor shall not publicly display at the site any article or object, which might be regarded as objectionable or undesirable.

**21.2.** Any sign, printed matter, painting, nameplate, advertisement, article or object, displayed without written consent or which is regarded as objectionable or undesirable, will immediately be removed. The Contractor shall be held responsible for the costs of such removal.

## **22. PAYMENTS AND PRO-RATA DECREASE OF PAYMENT**

**22.1.** If the Contractor at any time does not comply with the conditions of Contract or the site specifications, the State reserves the right to adjust payment pro-rata in respect of short postings and/or services not rendered by the Contractor. These adjustments will be made at the end of each month where short postings, or services not rendered, have occurred. The formula for this purpose to determine the daily (shift) tariff will be detailed in the Service Level Agreement.

**22.2.** The stipulation of the Public Finance Management Act 1999 Section 38(1) (f) and 76(4) (b) read together with Treasury Regulation 8.2 applies for payments after the rendering of monthly services.

**NOTE:** No deviation from, or breach or failure to comply with any of the conditions, shall be deemed to be a condemnation, waiving or ratification of such deviation, breach or failure to comply, unless such condemnation, waiving or non-fulfilment has been agreed upon in writing, through the Umzimkhulu Local Municipality.

## **23. TERMINATION OF SERVICE**

**23.1.** The stipulation of Treasury General Condition of Contract practice Note: SCM 1 of 2003 in particular to cases of any failure with any of the conditions of contract, or where an unsatisfactory service is rendered.

**23.2.** The contract will be terminated immediately should the Contractor no longer qualify as a Security Officer in terms of the Security Officer's Act, 1987, (Act 92 of 1987), as amended by Private Security Industry Regulations Act, 2001 (Act 56 of 2001)

**23.3.** The contract will be terminated immediately should the Contractor not comply to all requirements and qualifications in terms of the Security Officer's Act 1987 (Act 92 of 1987) as amended by Private Security Industry Regulations Act, 2001 (Act 56 of 2001) and if so, he/she immediately must:

**23.3.1.** Notify the State thereof; and Remove any of his employees who no longer qualify as Security Officers, from the site and replace them with security personnel who do qualify.

**23.3.2.** Notwithstanding anything to the contrary, or any other periods of time or terms that may be contained in this contract it is a specific condition hereof that the government shall

have the right to terminate the contract with one month's written notice should the need for the service no longer exist and the service no longer be required.

**24.4.** The State may increase or decrease the number of personnel and or equipment required with one month's written notice if circumstances require such changes.

**NOTE:** Any amendment(s) or waiving from the stipulations of this contract must occur in writing by mutual concern through the Departmental Acquisitions Committee (DAC). Should the Contractor wish to alienate his rights and liabilities in terms of this contract, he must apply to the Departmental Acquisitions Committee (DAC) for the possible cession of the contract, which application will only be considered favourably if the Departmental Acquisitions Committee (DAC) is satisfied that the Contractor's legal successor possesses the ability to render an acceptable service.

## **24. AUTHORIZATION**

### **24.1. Definitions**

In terms of the Control of Access to Public Premises and Vehicles Act, Act 53 of 1985, Section 2(1) (a) and 2(2) (g) read in conjunction with Government Notice 2142 of October 6, 1989. The Umzimkhulu Local Municipality hereby authorize the appointed contractor to take the necessary steps to properly safeguard the premises and/or vehicles as well as the contents thereof and the people therein or thereon, which safeguarding is to be executed by applying:

- Access control
- Additional services
- Personnel Requirement

#### **24.1.1. ACCESS CONTROL**

##### **Purpose**

The purpose of access control is to prevent the unauthorized access of pedestrians and vehicles and the bringing in of any dangerous objects on to State property in order to safeguard the people, the property and the premises.

##### **Rights and Obligations**

In order to safeguard the premises and or vehicles and the contents thereof, as well as the people therein or thereon, the Contractor must:

- Apply the stipulations of the following Act: "Control of Access to Public Premises and Vehicles Act, 1985, Section 2, 3 and 4 as well as;
- Apply the stipulations of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, Act 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, Act 59 of 1983) as well as Section 46, 49, 50 and 51.

- Whilst conducting access control the employees of the Contractor must ensure that:
  - No property of the State is removed from the premises without a proper letter of authorization issued and signed by a person authorized by the management of said premises.
  - No official vehicle of the State may be removed from the premises without a properly signed and completed trip authorization by a person authorized by the management of the said premises.

## **25.2 CCTV CONTROL**

- Full access control or Permissible access control
- Watch for irregular or unusual conditions that may create security concerns or safety hazards

### **25.2.1. DESCRIPTION OF FUNCTIONS**

#### **VEHICLE ENTRANCE**

- Control the flow of pedestrian and vehicle.
- Conduct searching of all incoming and outgoing vehicles

#### **MAIN ENTRANCE**

- Control the flow of pedestrians to and from the premises.
- All access control instructions as described in Section 25.1. (a) of this agreement is applicable in all the entrances.
- All relevant access control registers must be completed clearly and legibly.

## **25.3. ADDITIONAL SERVICES**

Additional Services refers to those services to be rendered at specific points on the premises or special services as described in this Agreement and consist of:

#### **PATROLS**

- **Purpose**

The purpose of the patrolling of the premises is to detect any irregularities, which may occur on or around the premises.

- **Rights and Obligations**

The rights and obligations of conduct for additional services are mutatis mutandis to conditions of contract.

- **Description of Functions**

Patrols must be conducted in the following manner:

- Patrols must be carried out along the prescribed routes and must be contained in the job description.
- The security person must take notice of any irregularities, which may occur, and act according to the paragraphs 3.1 and 3.2, above.
- Irregularities, which may occur, are:
- Unauthorized persons.
- Persons in the act of committing theft, vandalism or any Annexure 1 contravention of the Criminal Procedure Act, Act 51 of 1977.
- Any property of the State that is clearly running the risk of being stolen.

## 26. SCOPE OF WORK

### **26.1. INSTALLATION OF CCTV SURVEILLANCE SYSTEM AND MAINTENANCE OF ACCESS CONTROL.**

The work to be done by successful contractor shall include the following:

1. Installation, repair, replace and maintain of CCTV Surveillance System for the below mentioned uMzimkhulu sites. please use rates for maintenance
2. Installation, Repair, replace and maintain of access control devices in uMzimkhulu sites when there is a request, please use rates for maintenance
  - New Installation of access control at Traffic building
  - We have six doors with biometric access control devices and three controls for maintenance purpose
3. CCTV Surveillance System Installation, the system must be able to monitor, Detect, Recognize and Identify.
  - **The following minimum specification can be used:** A 16 channel CCTV system, 2TB HDD, with an 18.5" Led Wide CCTV Surveillance Monitor, With Smartphone and PC viewing and all cameras must be night vision IP cameras.
4. Maintenance of CCTV system includes and not limited:-
  - refocusing of camera lens,
  - cleaning camera hub and lens,
  - checking recording configuring,
  - replacing of old cables if there is a need
  - And optimizing CCTV system for better functionality.

## UMZIMKHULU SITES TO MAINTAIN AND INSTALL CCTV

SITE	Activities	Cost
1.Umzimkhulu Municipal Chambers	<ul style="list-style-type: none"> <li>• Maintenance of CCTV system.</li> <li>• Add two outdoor camera's</li> </ul>	
2.Umzimkhulu Old Main Office	<ul style="list-style-type: none"> <li>• Maintenance of CCTV system ,</li> <li>• Add two outdoor camera</li> <li>• and replace two outdoor cameras</li> </ul>	
3.Ibisi Modular Library	<ul style="list-style-type: none"> <li>• Install 16 channel CCTV system with 8 cameras(three in doors and five outdoor)</li> </ul>	
4.Gateway Tourism Offices	<ul style="list-style-type: none"> <li>• Maintenance of CCTV system</li> </ul>	
5.Municipal Storage Shed	<ul style="list-style-type: none"> <li>• Maintenance of CCTV system</li> </ul>	
6. Makhosini Building	<ul style="list-style-type: none"> <li>• Maintenance of CCTV system</li> <li>• Add two indoor and one outdoor cameras</li> </ul>	
7. Animal Pound	<ul style="list-style-type: none"> <li>• Maintenance of CCTV system</li> </ul>	
8.Umzimkhulu Library	<ul style="list-style-type: none"> <li>• Maintenance of CCTV system</li> </ul>	
9. New Traffic Building	<ul style="list-style-type: none"> <li>• Maintenance of CCTV system</li> <li>• Install monitor in guardhouse, connecting with Point to Point-Wireless Bridge.</li> <li>• Install Biometric Door Access <b>Control</b> Panel accommodates four doors, four finger print and RFID card reader's and all other accessories.</li> </ul>	
10.Old Traffic Building	<ul style="list-style-type: none"> <li>• Install 16 channel CCTV system with 8 cameras(three in doors and five outdoor)</li> <li>• Maintenance of CCTV system</li> </ul>	
11. New Fire Station	<ul style="list-style-type: none"> <li>• Install 16 channel CCTV system with 8 cameras(three in doors and five outdoor)</li> </ul>	
12.Landfill	<ul style="list-style-type: none"> <li>• Install 8 channel CCTV system with 4 cameras(one indoors and three outdoor)</li> </ul>	
13.SMME	<ul style="list-style-type: none"> <li>• Install 16 channel CCTV system with 8 cameras(four indoors and four outdoor)</li> </ul>	



**26.2. PERSONNEL REQUIREMENTS:****1. OLD MAIN –UMZIMKHULU LOCAL MUNICIPAL BUILDING****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	Main Gate / Guardroom
1 X GRADE C	Side Gate
1 X GRADE C	Reception
1 X GRADE C	Back Gate
CCTV Monitoring	16 Channel DVR
<b>TOTAL</b>	<b>4 Guards</b>

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	Main Gate / Guardroom
1 X GRADE C	Side Gate
1 X GRADE C	Back Gate
CCTV Monitoring	16 Channel DVR
<b>TOTAL</b>	<b>3 Guards</b>

**2. EMAKHOSIN BUILDING****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM
CCTV Monitoring	8 Channel DVR
<b>TOTAL</b>	<b>1 Guard</b>

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM
CCTV Monitoring	16 Channel DVR
<b>TOTAL</b>	<b>1 Guard</b>

**3. COUNCIL CHAMBER****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	Main Gate / Guardroom
1 X GRADE C	Side Gate
1 X GRADE C	Reception
CCTV Monitoring	16 Channel DVR
<b>TOTAL</b>	<b>3 Guards</b>

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	Main Gate / Guardroom
1 X GRADE C	Side Gate
CCTV Monitoring	16 Channel DVR
<b>TOTAL</b>	<b>2 Guards</b>

**4. DUMPING SITE****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
<b>TOTAL</b>	<b>1 Guard</b>

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM
<b>TOTAL</b>	<b>1 Guard</b>

**5. UMZIMKHULU STADIUM****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE/ PATROL
<b>TOTAL</b>	<b>1 Guard</b>

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM
<b>TOTAL</b>	<b>1 Guard</b>

**6. ANIMAL POUND****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C ARMED	Main Gate / Guardroom
1 X GRADE C ARMED	REACTION AND PATROL
CCTV Monitoring	16 Channel DVR – RADIO LINK RECOMMENDED
<b>TOTAL</b>	<b>2 Guards</b>

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C ARMED	Main Gate / Guardroom
1 X GRADE C ARMED	REACTION AND PATROL
CCTV Monitoring	16 Channel DVR – RADIO LINK RECOMMENDED
<b>TOTAL</b>	<b>2 Guards</b>

**7. LIBRARY****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	Main Gate / Guardroom
1 X GRADE C	MAIN DOOR AND INSIDE MONITORING
CCTV Monitoring	16 Channel DVR
<b>TOTAL</b>	<b>2 Guards</b>

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	Main Gate / Guardroom
1 X GRADE C	MAIN DOOR AND INSIDE MONITORING
CCTV Monitoring	16 Channel DVR
<b>TOTAL</b>	<b>2 Guards</b>

**8. NEW TRAFFIC BUILDING****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
1 X GRADE C	MAIN DOOR AND INSIDE MONITORING
CCTV Monitoring	16 Channel DVR
<b>TOTAL</b>	<b>2 Guard</b>

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
1X GRADE C	MAIN GATE / GUARD ROOM/PATROL
CCTV Monitoring	16 Channel DVR
<b>TOTAL</b>	<b>2 Guard</b>

**9. OLD TRAFFIC DEPARTMENT****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	Main Gate / Guardroom
1 X GRADE C	PLANT AREA
CCTV Monitoring	16 Channel DVR
TOTAL	2 Guards

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	Main Gate / Guardroom
1 X GRADE C	PLANT AREA
CCTV Monitoring	16 Channel DVR
TOTAL	2 Guards

**10. MEMORIAL HALL****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
TOTAL	1 Guard

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
TOTAL	1 Guard

**11. IBISI COMMUNITY HALL****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
TOTAL	1 Guard

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
TOTAL	1 Guard

**12. IBISI LIBRARY****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
CCTV Monitoring	16 Channel DVR
TOTAL	1 Guard

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
CCTV Monitoring	16 Channel DVR
TOTAL	1 Guard

**13. CLYDESDALE COMMUNITY HALL****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
TOTAL	1 Guard

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
TOTAL	1 Guard

**14. GATEWAY TOURISM CENTRE****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
CCTV Monitoring	16 Channel DVR
TOTAL	1 Guard

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
CCTV Monitoring	16 Channel DVR
TOTAL	1 Guard

**15. MUNICIPAL STORAGE SHED****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	Main Gate / Guardroom
1 X GRADE C	PATROL ASSETS
CCTV Monitoring	16 Channel DVR
TOTAL	2 Guards

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	Main Gate / Guardroom
1 X GRADE C	PATROL ASSETS
CCTV Monitoring	16 Channel DVR
TOTAL	2 Guards

**16. NDAWONDE PARK****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
TOTAL	1 Guard

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
TOTAL	1 Guard

**17. CEMETERY WHITE CITY****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
TOTAL	1 Guard

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
TOTAL	1 Guard

**18. MZWANDILE MLAWUHLI COMMUNITY****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
TOTAL	1 Guard

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

1 X GRADE C	MAIN GATE / GUARD ROOM/PATROL
TOTAL	1 Guard

**19. FIRE STATION****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

<b>1 X GRADE C</b>	<b>MAIN GATE / GUARD ROOM/PATROL</b>
<b>CCTV Monitoring</b>	<b>16 Channel DVR</b>
<b>TOTAL</b>	<b>1 Guard</b>

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

<b>1 X GRADE C</b>	<b>MAIN GATE / GUARD ROOM/PATROL</b>
<b>CCTV Monitoring</b>	<b>16 Channel DVR</b>
<b>TOTAL</b>	<b>1 Guard</b>

**20. LANDFILL SITE****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

<b>1 X GRADE C</b>	<b>MAIN GATE / GUARD ROOM/PATROL</b>
<b>CCTV Monitoring</b>	<b>8 Channel DVR</b>
<b>TOTAL</b>	<b>1 Guard</b>

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

<b>1 X GRADE C</b>	<b>MAIN GATE / GUARD ROOM/PATROL</b>
<b>CCTV Monitoring</b>	<b>8 Channel DVR</b>
<b>TOTAL</b>	<b>1 Guard</b>

**21. SMME****DAY SHIFT – 06H00 TO 18H00****WHERE REQUIRED**

<b>1 X GRADE C</b>	<b>MAIN GATE / GUARD ROOM/PATROL</b>
<b>CCTV Monitoring</b>	<b>16 Channel DVR</b>
<b>TOTAL</b>	<b>1 Guard</b>

**NIGHT SHIFT – 18H00 TO 06H00****WHERE REQUIRED**

<b>1 X GRADE C</b>	<b>MAIN GATE / GUARD ROOM/PATROL</b>
<b>CCTV Monitoring</b>	<b>16 Channel DVR</b>
<b>TOTAL</b>	<b>1 Guard</b>

**22 SUPERVISOR****DAY SHIFT – 06H00 TO 18H00**

<b>1 X GRADE B ARMED</b>	<b>Supervisor to visit and patrol all the sites with an armed reaction unit</b>
<b>TOTAL</b>	<b>1 Guard</b>

**NIGHT SHIFT – 18H00 TO 06H00**

<b>1 X GRADE B ARMED</b>	<b>Supervisor to visit and patrol all the sites with an armed reaction unit</b>
<b>TOTAL</b>	<b>1 Guard</b>

Supervisor to visit and patrol all the sites with an armed reaction unit.

**Summary of required personnel**

	PERSONNEL	QUANTITY
1	Day shift Security Officers -Grade C	31
2	Night shift security officer -Grade C	29
3	Day shift supervisor -Grade B	1
4	Day shift supervisor -Grade B	1
	<b>TOTAL GUARDS</b>	<b>62</b>

**AD HOC SUPPORT: RATE PER GUARD**

Service provider to quote using rates, in cases where the municipality needs additional support on the following types of illicit incidents, which are:

- a) Strikes,
- b) Unrests; and
- c) Intimidations by public.

**EQUIPMENT REQUIRED**

- Base Radio
- Metal Detector
- Two Way Radio
- 3x Hand guns



## **28. EVALUATION METHODOLOGY**

- The evaluation of the bids will be done in a two stage process as per the requirements of Circular No. 2 of 2010:
- The first stage will be the evaluation of bids on functionality, which consist of administrative compliance, desk-top evaluation and site visit evaluation, and during this stage bids that do not meet the minimum threshold for functionality will be disqualified, and will not be considered for the second stage of evaluation (price and preference points).
- The second stage of evaluation will be on the 80/20 principle, where 10 points is allocated for preference and 80 points for price only.

Price = 80 Points

Preference = 20 Points

## **SCM COMPLAINE**

- Registered on Central Suppliers Database (CSD) attach proof of Registration
- Valid BBBEE certificate certified or original with the SANAS logo and verified by agencies accredited by SANAS / Original SWON Affidavit
- MBD 4, 8 & 9 -
- Municipal rates and services certificate / statement / billing for the directors, owners, shareholders of the company to confirm that Municipal rates are not in arrears for more than 90 days or;
- Attach valid lease agreement if the company is leasing the office space
- Attach a valid lease agreement if the director is leasing accommodation
- Attach affidavit if the account is under your parents, siblings, grandparents and you are not paying any Municipal rates  
Copy of a marriage certificate if Municipal account in under your spouse
- Certificate of Authority" to sign all documents in connection with this Tender and any contract or agreement which may arise therefrom, duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached and must be on a Company letter head ( example is provided in the tender document).

**80/20 Preference Point System will be used on the following project, functionality will be considered and uMzimkhulu Local Municipal SCM policy.**

**Evaluation criteria****STAGE 1A: ADMINISTRATION COMPLIANCE**

- Valid and certified copy of compliance certificate for Unemployment Insurance Fund (UIF)
- Valid and certified copy of compliance certificate for Compensation of Injury Diseases Act (COIDA)
- Valid and certified copy of company registration from PSIRA.
- Valid and certified copy of a Letter of Good Standing from PSIRA
- Valid and certified copy of company owner/s registration from PSIRA.
- Completion of Bid Price.

**STAGE 1B: (PAPER BASED EVALUATION – 25 Points)**

Total of 25 points for paper-based evaluation is allocated.

Service provider that does not meet a minimum threshold of 15 points during the paper-based evaluation shall not be considered for the next stage of evaluation, which is the site visit stage.

Suppliers are requested to include with the tender document the entire information request

**STAGE 1B: (PAPER BASED EVALUATION – 25 Points)**

- A total points of 25 is allocated for a paper based evaluation
- Service provider that does not meet a minimum threshold of **15 points** during the paper based evaluation shall not be considered for the next stage of evaluation which is the site visit stage.

Suppliers are requested to include with the tender document all the information requested below:

Heading	Requirement	Allocated points	Verification
<b>Relevant Experience in provision of security services</b>	Three projects for provision of security services	10 points	Attach reference letters
	Two projects for provision of security services	5 points	
<b>Methodology: service must mention the following</b> 1.Training plan 2.Operational Plan 3.Risk Management	Provide details of staffing in relation to:- <ul style="list-style-type: none"> <li>• Security related training and development plan</li> <li>• Detailed Operational Plan</li> <li>• Provide detailed risk assessment plan and contingency plan</li> </ul>	10 points	Excellent: detailed plans covering all aspects as per terms of reference.
	Provided partial information on <ul style="list-style-type: none"> <li>• Security related training and development plan</li> <li>• Operational Plan</li> <li>• Risk assessment plan and contingency plan</li> </ul>	5 points	Good: partial plans covering some aspects as per terms of reference
<b>Relevant experience in CCTV installation and maintenance</b>	One project for installation and maintenance of CCTV.	5 points	Attach reference letter on similar project.

Bidders that do not meet the minimum threshold of **15 points 15/25** will be eliminated, and will not be considered for the next stage of Functionality evaluation which is site visit.

NB: It is compulsory for a bidder to score not less than 50% on experience in provision of security services and methodology segments on the above table. Even if the bidder has scored 60 % /15 points of the minimum threshold of functionality but do not score 50% on the stated segments above, the bidder will be non-responsive. On Relevant, experience in CCTV installation and maintenance service providers must score full points


**STAGE 1C: FUNCTIONALITY EVALUATION ON SITE VISIT**

- Scoring: 1=Poor, 2 =Fair, 3=Good. Total points =27 minimum threshold is 16 points

	REQUIREMENTS	VERIFICATION	POINTS ALLOCATION	COMMENTS
1	Availability of staff(grade C and B)	CV,s and personal(minimum two)		
2	Control room (demonstration)	Demonstrate an operating control room(controller officer, communication devices, controller roster book, )		
3	Are there Communication mechanism in place and are they operational (radios and base station)	Hand carried Radios , base station that are functional		
4	Do you have required licensed firearms?()	Three Fire arms with licenses of firearms and extra guns for adhoc support		
5	Firearms booking	Firearms register book showing current and previous operations		
6	Full set of guard uniform 1. Shirt 2. Skirt/Trouser 3. Shoes/boots 4. Jackets 5. pullover	A full set of uniform or a guard fully dressed		
7	Documentation required 1. Occurrence Book 2. Access control registers or forms 3. Notebook /pocket book	Evidence of all documentation showing site functionality during current or previous operations		
8	Availability of fleet	Patrol Vehicle: - If owned by company require a logbook. If hired a car rental agreement or A letter of intend to rent a car.		
9	Availability of guarding equipment 1. Baton stick 2. Handcuffs and Pouches 3. Pen 4. Torch 5. Pepper Spray 6. Metal detector 7. Umbrella	A full set of equipment's or guard fully equipped with the mentioned equipment's		

## STAGE 2

- ✓ Price (80 points)
- ✓ Preference points (20 points)

	<b>Client Support</b>	
	<b>PRICE SCHEDULE</b>	Page 1 of 1

**PRICE SCHEDULE – UMZIMKHULU LOCAL MUNICIPALITY****DAY SHIFT 06H00 TO 18H00****PRICE PER MONTH**

1 X GRADE B	R
31 X GRADE C	R

**NIGHT SHIFT 18H00 TO 06H00****PRICE PER MONTH**

1X GRADE B	R
29 X GRADE C	R

**EQUIPMENT/RESOURCES REQUIRED****PRICE PER MONTH**

1 X Base Radio	R
Hand- carried radios (on all sites 24 hours)	R
Metal detectors	R
3 x hand guns (pistols)	R

PRICE PER MONTH (INCLUDING VAT) YEAR 1 R

TOTAL PRICE (INCLUDING VAT) YEAR 1 R

PRICE PER MONTH (INCLUDING VAT) YEAR 2 R

TOTAL PRICE (INCLUDING VAT) YEAR 2 R

TOTAL PRICE (INCLUDING VATE) FOR 24 MONTHS

## INSTALLATION, REPAIR, REPLACE AND MAINTENANCE OF CCTV

## AND ACCESS CONTROL DEVICE

New installation and maintenance	R	once off cost
CCTV Maintenance contract call out rate	R	rate
Access Control Call Out Rate	R	rate
TOTAL	R	

SIGNATURE		CAPACITY	
DATE			

## APPROVAL OF TERMS OF REFERENCE

Signed by and on behalf of uMzimkhulu Municipality Ms. N Nduku in his/her capacity as Corporate Services Manager, he/she being duly thereto and warranting such authority, at uMzimkhulu municipality on the 30<sup>th</sup> September 2020.

Signature.....



## **SCM COMPLIANCE ANNEXURE: A**

- Attach proof that you are registered on Central Suppliers Database (CSD)

**SCM COMPLIANCE ANNEXURE: B**

-Attach Valid BBBEE certificate certified or original

**SCM COMPLIANCE ANNEXURE: C**

-Sign MBD 4, 8 & 9

## **SCM COMPLIANCE ANNEXURE: D**

-Attach Updated Municipal rates statement for the company not in arrears for more than 90 days  
/ Valid lease Agreement / affidavit when you operate at Home

**SCM COMPLIANCE ANNEXURE: E**

- Attach Municipal rates statement for the directors not in arrears for more than 90 days  
or

Attach a valid lease agreement if the director is leasing residential Property

or

Attach affidavit if the Municipal Account is under your parents or siblings and they are responsible for paying Municipal rates (if the address is same as your) and attach the copy of the Municipal rates for the above mentioned

or

Attach copy of a marriage certificate if Municipal account in under your spouse

**SCM COMPLIANCE ANNEXURE: F**

Attach Certificate of Authority” to sign all documents in connection with this Tender and any contract or agreement which may arise therefrom, duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached and must be on a Company letter head

## Tender Conditions

- The Municipality may request clarity pertaining the Proposal / response if it's not clear
- Presentation may be required for Clarity purposes
- The Municipality may request for a price negotiation when necessary
- Use of correction pen is prohibited
- The Municipality may request price confirmation on goods / material that has price fluctuation and service providers must respond within the stipulated time

## RETURNABLE DOCUMENTS

### FORMS TO BE COMPLETED BY THE BIDDER:

Bidders shall note that completed Forms A, B, C, D, E, F, I **MUST** be filled and included in the bid.

The information contained on these forms, plus the supporting documentation will be used in the evaluation of the proposals.



**CONTENTS PAGE**

	<b>DESCRIPTION</b>
FORM A	ATTENDANCE AT THE CLARIFICATION MEETING .....
FORM B	CERTIFICATE OF AUTHORITY FOR SIGNATURE .....
FORM C	RELEVANT EXPERIENCE .....
FORM D	KEY PERSONNEL .....
FORM E	METHODOLOGY .....
FORM F	QUALITY MANAGEMENT SYSTEM.....
FORM I	BANK DETAILS .....

**NOTE: WITH REGARDS TO RETURNABLE DOCUMENTS ABOBE, THE BIDDER:**

- **MUST COMPLETE EACH OF THESE FORMS.**
- **MUST COMPLETE THESE FORMS IN BLACK INK.**
- **MAY WHERE THERE IS LITTLE PROVISION OF SPACE REFFER THE CLIENT TO ADDITIONAL ATTACHEMENT TO THAT REGARD.**

**FORM A:****CERTIFICATE OF ATTENDANCE AT THE CLARIFICATION MEETING**

This is to certify that I,.....

representative of (Bidder) .....

.....

of (address) .....

.....

.....

telephone number .....(.....).....

fax number .....(.....).....

e-mail .....

attended the clarification meeting on (date) .....

I CERTIFY that I am satisfied with the description of the work and explanations given by the said Employer's Representative and that I understand perfectly what is required in compiling my proposal.

BIDDER'S REPRESENTATIVE: (Signature) .....

EMPLOYER'S REPRESENTATIVE: (Signature) .....

Name (print) .....

**FORM B:  
CERTIFICATE OF AUTHORITY FOR SIGNATURE**

**1. BIDDER**

1.1 A "Certificate of Authority" to sign all documents in connection with this proposal and any contract or agreement which may arise therefrom, duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached to this page. An example is given below.

**2. JOINT VENTURE**

2.1 The document of formation of the Joint Venture shall be attached to this page.

2.2 A "Certificate of Authority" to sign all documents in connection with this Bid and any contract or agreement which may arise therefrom, duly signed and dated, shall be provided by the Boards of Directors of each member of the Joint Venture and shall be attached to this page.

**EXAMPLE OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY**

"By resolution of the board of directors passed at a meeting held on .....

Mr/Ms....., whose signature appears below, has been duly authorised

to sign all documents in connection with this Request for Proposals and any contract which may arise there from on behalf of

(Name of company or JV - block capitals).....

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS/HER CAPACITY AS:.....

DATE:.....

SIGNATURE OF SIGNATORY: .....

WITNESSES :

	1.	.....
	2.	.....

**FORM C:  
RELEVANT EXPERIENCE**

The date of the certificate of completion must be provided.

Employer (Name, Tel. No. or Fax No.)	Details of Project	Value of Work (fees)	Year

Continued overleaf... - /

**FORM C: RELEVANT EXPERIENCE (Continued)**

Employer (Name, Tel. No. or Fax No.)	Details of Project	Value of Work (fees)	Year

***Failure to provide the necessary information will compromise the proposal.***

**SIGNED ON BEHALF OF THE BIDDER** .....

**FORM D:****KEY PERSONNEL**

Tenderer shall enter in the table below information in respect of the key personnel who will be engaged on the project. Abbreviated Curricula Vitae which specifically address the questions posed in the Point Scoring Check for Functionality, including the relevant certificates, to support the stated information must be included in the proposal together with this form.

Designation	Name	Qualification	Relevant Experience	Professional Registration Number

**SIGNED ON BEHALF OF THE BIDDER** .....

**FORM E:**

**METHODOLOGY**

The Bidder shall demonstrate, by completing and signing this form, that he fully understands the scope of the professional services required and the procedure to be used for evaluating the methodology contained in his Proposal. The Tenderer shall list the aspects of the project covered by his methodology in the table below. Further amplification may be made in a separate, maximum 3 page submission.

<b>PHASE</b>	
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	
<b>Other</b>	

**SIGNED ON BEHALF OF THE BIDDER.....**

**FORM F:**

**QUALITY MANAGEMENT SYSTEM**

The Bidder shall give details of any Quality Management System he may have and attach a copy of any current certification. In the event that the QMS is in-house, sufficient details on the system must be provided to enable adjudicators to assign an appropriate score. Failure to provide sufficient information will result on zero evaluation points being given for this functionality element.

ITEM	DESCRIPTION

**SIGNED ON BEHALF OF THE BIDDER.....**



**FORM I:****BANK DETAILS**

The Tenderer shall provide details of banking details which shall be applicable to this contract. In the case of a joint venture, a collective joint venture account shall be provided and details provided below shall be of the joint venture account.

Bank Details - Bank Name:.....

Address:.....

Account Number:.....

Contact Person:.....

Tel No.:.....

Fax No.:.....

Auditor Details - Firm Name:.....

A

Address:.....

Account Number:.....

Contact Person:.....

Tel No.:.....

Fax No.:.....

**SIGNED ON BEHALF OF THE BIDDER:** .....

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>			
BID NUMBER:		CLOSING DATE:	
DESCRIPTION			
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>			

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


<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT  <input type="checkbox"/> Yes  <input type="checkbox"/> No	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Budget & Treasury Office : SCM Unit	CONTACT PERSON	
CONTACT PERSON	L Mngonyama	TELEPHONE NUMBER	
TELEPHONE NUMBER	039 259 5055	FACSIMILE NUMBER	
FACSIMILE NUMBER	039 259 0427	E-MAIL ADDRESS	
E-MAIL ADDRESS	<a href="mailto:mngonyamal@umzimkhululm.gov.za">mngonyamal@umzimkhululm.gov.za</a>		

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE DOCUMENT PROVIDED
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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

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

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

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

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

- 
- Required by: .....
  - At: .....  

.....
  - Brand and Model .....  

.....
  - Country of Origin .....  

.....
  - Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery .....  

\*Delivery: Firm/Not firm
  - Delivery basis .....  

.....

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

\*\* all applicable taxes" includes value- added tax, if a VAT vender

**PRICING SCHEDULE**  
(Professional Services)

Name of Bidder: .....

Bid Number: .....

Closing Time: .....

Closing Date .....

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

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

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

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

R.....

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

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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

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

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
TOTAL R.....			

6. Period required for commencement with project after acceptance of bid .....
7. Estimated man-days for completion of project .....
8. Are the rates quoted firm for the full period of contract? .....\*YES/ NO.
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

\*Delete if not applicable

## MBD 4

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of 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.

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

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

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

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

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

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

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



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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number	Owner of the company ( yes / no )	Share percentage on the Company

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

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

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

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
 .....

NO

\*YES /

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....  
 .....  
 .....  
 .....

\* Delete if not applicable

**\*YES / NO**

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **\*YES / NO**

3.1 If yes, furnish particulars

.....

.....

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

4.1 If yes, furnish particulars

.....

.....

### CERTIFICATION

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

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

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

FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

### 2. DEFINITIONS

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

80/20 or 90/10

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

$P_{min}$  = Price of lowest acceptable bid

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
------------------------------------	---------------------------------	---------------------------------

1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

Any QSE

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited  
[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....  
.....  
.....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.  
[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:**  
.....

**Registered Account Number:** .....

**Stand Number:**.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;  
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;



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

## WITNESSES

- 1. ....
- 2. ....

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

DATE: .....

ADDRESS .....

.....

.....

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

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

<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.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<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.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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