

LEPELLE-NKUMPI LOCAL MUNICIPALITY



BID DOCUMENT

BID NO. LNM048/2020/21

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR PROVISION OF PHYSICAL SECURITY FOR MUNICIPAL FACILITIES FOR A PERIOD OF 36 MONTHS

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
CORPORATE DEPARTMENT Mr. Phuti Somo LEPELLE-NKUMPI LOCAL MUNICIPALITY P/BAG X 07 CHUENESPOORT 0745 Tel: (015) 633 4579 Fax: (015) 633 6896	SUPPLY CHAIN MANAGEMENT Mr Jeffrey Pitseng LEPELLE-NKUMPI LOCAL MUNICIPALITY P/BAG X 07 CHUENESPOORT 0745 Tel: (015) 633 4538/37 Fax: (015) 633 6896

NAME OF BIDDER (BIDDING ENTITY) : _____

TEL NUMBER : _____

FAX NUMBER : _____

CENTRAL SUPPLIER DATABASE NO : _____

CLOSING DATE : **25 JUNE 2021**

CLOSING TIME : **11H00**

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

R..... (In figures)

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FORM A

BID NOTICE

BID: LNM048/2020/21

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR PROVISION OF PHYSICAL SECURITY FOR MUNICIPAL FACILITIES FOR A PERIOD OF 36 MONTHS

Bid documents containing the Conditions of Bid are available and downloadable from the **Municipal Website for free(Under Bids)**

The completed Bid document, fully priced and signed must be sealed in an envelope marked "BID number" should be deposited in the tender box at the Lepelle-Nkumpi Municipality Civic Centre, Lebowakgomo, not later than **11:00 on 25 June 2021**

The Lepelle-Nkumpi Municipality is not compelled to accept the lowest or any bid. No late, faxed or telephonic bids will be accepted. The Council also reserves the right to negotiate further conditions and requirements with the successful bidder.

The Municipality shall adjudicate and award bids in accordance with the Preferential Procurement Policy Framework Act, 5/2000 and its amended regulations, **80/20 point system where 80 points are for price and 20 points for B-BBEE Level of contribution, Pre –qualification criteria for preferential procurement, and 100 points functionality**, and prospective bidders must accept that the bid price will be adjudicated, according to the said legislation. Bids will remain valid for **90 (Ninety)** days.

Enquiries related to Technical specifications should be addressed to Community service **Corporate services Department** to telephone number (015) 633 4526

MANKGA KG
ACTING MUNICIPAL MANAGER

MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEPELLE NKUMPI MUNICIPALITY					
BID NUMBER:	LN048/2020/21	CLOSING DATE:	25 JUNE 2021	CLOSING TIME:	11H00
DESCRIPTION	Appointment of Professional Service Provider for Provision of Physical Security for Municipal Facilities for a period of 36 months				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT (STREET ADDRESS

LEPELLE-NKUMPI MUNICIPALITY					
UNIT 170 BA, CIVIC CENTRE					
LEBOWAKGOMO					
0737					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
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					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Lepelle Nkumpi Municipality	CONTACT PERSON	Mr Phuti Somo
CONTACT PERSON	Mr Jeffrey Pitseng	TELEPHONE NUMBER	015 633 4526
TELEPHONE NUMBER	015 633 4538	FACSIMILE NUMBER	(015) 633 6896
FACSIMILE NUMBER	(015) 633 6896	E-MAIL ADDRESS	Phuti.somo@lepelle-nkumpi.gov.za
E-MAIL ADDRESS	Jeffrey.pitseng@lepelle-nkumpi.gov.za		

MBD1

PART B TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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 WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<p>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</p> <p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES <input type="checkbox"/> NO <input type="checkbox"/></p> <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:

RESPONSIVENESS AND EVALUATION CRITERIA

EVALUATION CRITERIA

All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Lepelle-Nkumpi Municipality Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.

- a) The evaluation process consists of the following 3 independent phases –
 - i Phase1: Administration compliance
 - ii, Phase 2: Functionality
 - iii Phase 3: Price and preference.
- b) Bids must meet the requirements of each phase in order to proceed to the next. Only bids that meet the eligibility criteria will be evaluated, and only bids that meet the responsive criteria will be considered for price and preference.
- c) Bids that do not meet the requirements of a particular phase will be disqualified.

1. RESPONSIVENESS CRITERIA

The Lepelle-Nkumpi Municipality will consider no Bid unless it meets the following responsiveness criteria:

Pre-qualification criteria for preferential procurement

- That only one or more of the following tenders may respond
- An EME or QSE
-
- A tenderer who fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.
- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- Pin/ Valid Tax Clearance Certificate must be submitted with the bid.
- All MBD documents completed in full and signed
- Alterations must be signed for (if applicable)
- Copy of the company registration certificate must be submitted with the bid.
- Certified copy of BBB-EE Certificate must also be attached or sworn affidavit.
- Certified and valid copy of identity document of Director/Directors
- Statement of Municipal Accounts must also be attached for company and all directors; letter from Traditional Authority or a lease agreement(Including headman) or a lease agreement(if the Statement of Municipal Accounts is not in the name of bidder affidavit from SAPS must be attached) for Company and all directors

- The bid will be rejected if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality or municipal entity, or to any other municipal or municipal entity are in arrears for more than three months
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Adhering to pricing schedule.
- Authority for signatory form to be completed and attach resolution in case for more than one director.
- All pages must be initialised
- Attach Audited annual financial statement
- Certified and valid copy of company Private security industry regulatory (PSIRA) Certificate
- Certified and valid copy of ICASA two way radio communication registered in the name of the security company must be attached or proof of subcontracting radio channel in line with ICASA
- Letter of good standing with labour for compensation for occupational Injuries and Diseases Act 130 of 1993 (As amended)
- The Service Provider must submit proof of a Public Liability Insurance Policy to the value of at least R5 Million providing cover against all claims (including claims to the use or misuse of firearms) against or its employees

• **THE USE OF TIPPEX WILL AUTOMATICALLY DISQUALIFY YOUR BID**

Recovery of rates in arrears from tenants and occupiers

- (1) If an amount due for rates levied in respect of a property is unpaid by the owner of the property after the date determined in terms of section 26(2), the municipality may recover the amount in whole or in part from a tenant or occupier of the property, despite any contractual obligation to the contrary on the tenant or occupier. The municipality, may recover an amount only after the municipality has served a written notice on the tenant or occupier.
- (2) The amount a municipality may recover from the tenant or occupier of a property in terms of subsection (1) is limited to the amount of the rent or other money due and payable, but not yet paid, by the tenant or occupier to the owner of the property.
- (3) Any amount a municipality recovers from the tenant or occupier of the property must be set off by the tenant or occupier against any money owed by the tenant or occupier to the owner.
- (4) The tenant or occupier of a property must, on request by a municipality, furnish the municipality with a written statement specifying all payments to be made by the tenant or occupier to the owner of the property for rent or other money payable on the property during a period determined by the municipality.

2. BID EVALUATION CRITERIA

All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Lepelle-Nkumpi Municipality Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, amended PPR 2017 and other applicable legislations.

The 80/20 preference point system will be applicable with Price at 80 and B-BBEE Level of Contribution at 20. The points will be allocated as follows:

Evaluation on Price and Preference Point System

The evaluation for Price and B-BBEE level of contribution shall be based on the 80/20 PPPFA and amended PPR 2017 principle and the points for evaluation criteria are as follows:

Evaluation Criteria		Points
1.	Price	80
2.	Black Economic Empowerment	20
3.	Total	100

The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

- 1. The Municipal Manager may cancel a contract awarded to a person if:**
 - a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
 - b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

- 2. The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**
 - a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
 - b) Failed, during the last five years, to perform satisfactorily on a previous contract with the Lepelle-Nkumpi Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
 - c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
 - d) Been convicted of fraud or corruption during the past five years;
 - e) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - f) 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

SPECIFICATION ON THE PROVISION OF SECURITY SERVICES FOR MUNICIPAL FACILITIES

36 MONTHS CONTRACT

INTRODUCTION

Tenders are hereby invited for the provision of Security Services for the Lepelle- Nkumpi Municipal properties as listed hereunder. The duration of the service contract will commence from the date of acceptance of the contract, lasting for a period of 36 months.

1 SPECIAL CONDITION OF THE CONTRACT

- 1.1 Certified copy of current PSIRA registration of all personnel that will be carrying out the services in the scope of this tender of which 75% of personnel appointed must be from within the Lepelle-nkumpi Municipality. All personnel must have police clearance and must not have a criminal record
- 1.2 Proof of PSIRA registration of all new personnel which will be deployed at the municipal sites, appointed during the duration of the contract, must be submitted to the Municipal Security Officer.
- 1.3 It will be considered as a breach of contract should it be discovered that any services within the scope of this tender is carried out by an unqualified person
- 1.4 The Service provider must ensure that security personnel appointed must be deployed on a rotational basis
- 1.5 The service provider must have a 24 hour dedicated control room. The Municipality holds the right to inspect such control room
- 1.6 The control room must have an electronic two way radio base set.
- 1.7 One company cannot be appointed for more than one security contract.
- 1.8 The Service provider shall be required to compensate for the loss suffered by the Municipality due to poor work performance or negligence on part of the Service Provider or his employees.
- 1.9 No security personnel may be allowed to work shift longer than 12 hours
- 1.10 The contract shall apply to the provisions of the following relevant Acts at all times
 - The Private Security Industry Regulations Act.56 of 2001
 - Control of access to Public Premises and vehicle Act.53 of 1985

- The Criminal procedure Act.51 of 77 as amended
- The firearm Control Act.60 of 2000

3. SPECIFICATION

3.1 Function of the Service Provider:

3.1. The Service Provider must:

3.1.1. Ensure that premises and guards are visited by the supervisor and inspected during a shift period including shift changes.

3.1.2 The visit must be entered into the logbook of the guard.

3.1.3. Report any emergencies and possible illegal activities to Lepelle-Nkumpi Municipality Security Officer and SAPS immediately.

3.1.4. Control and supervise all personnel on duty.

3.1.5. Ensure that personnel is deployed on sites in time, in correct attire and in possession of the necessary equipment.

3.1.6. Ensure that registers are up to date and available for inspection by Municipal Security Officer.

3.1.7 Submit a monthly report to the Security Officer regarding all incidents within 07 days after the end of the month

3.1.8 Make recommendations to the Executive Manager Corporate Services with regard to improvement or preventative measures with regard to security issues relating to a site.

3.1.9. Ensure that the supervisor is available at all times.

3.1.10 A meeting where formal discussion can be held between the Municipality s representative and the bidder supervisor/manager must be held at least once per month and minutes kept by the Municipality

3.2 Function of guards:

3.2.1. The guard on duty at the municipal site must:

3.2.1.1. Fill in a daily log sheet indicating the following:

3.2.1.1.1. Shift start time

3.2.1.1.2. Shift end time

3.2.1.1.3. Visitors to the site – entrance and exit times

3.2.1.1.4. Record inspection results and activities on hourly basis.

3.2.1.2. Report all emergencies and possible illegal activities to the designated managers.

3.2.1.3. Ensure that no unauthorized person enters the premises.

3.2.1.4. Patrol the facilities and parameters of the site.

3.2.1.5. Report all breakages and thefts to the police immediately and have a case

3.3. Special Conditions for Security Personnel:

The following is required from all security personnel:

3.3.1. Personnel must be dressed in full company security uniform embroidered or printed company logo when on duty.

3.3.2. Guards must be in possession of a baton, hand cuffs, torch and a two way communication device when on duty.

3.3.3. Security personnel must wear an ID card whilst on duty in such a manner that it can be clearly seen. The ID card must contain the members' name, surname, PSIRA number, employee number and a photo of the employee.

3.3.4. All personnel must be registered at PSIRA

3.3.5. All personnel must have police clearance and must not have a criminal record

3.3.6. All guards must have the required security grading.

3.3.7 All security officers provided with firearms must be in possession of firearm competency certificate

3.4. General requirements of the Service Provider:

3.4.1. The service provider must have a 24 hour dedicated control room. The Municipality holds the right to inspect such control room.

3.4.2. The control room must have an electronic two way radio base set.

3.4.3 The Service Provider must submit proof of a Public Liability Insurance Policy to the value of at least R5 million providing cover against all claims(including claims to the use or misuse of firearms) against the Municipality, or its employees.

3.4.4 The Service Provider must have vehicles in road worthy condition branded company logo and must submit a certified copy of the registration certificate and road worthy certificate of the vehicles.

3.5 General duties and functions of the Service Provider:

3.5.1. The Service Provider must:

- 3.5.2** Ensure that the security company, company director and security guards must be registered as such with the Private Security Industry Regulatory Authority (PSIRA) as envisaged by the Private Security Industry Regulatory Authority Act (Act 56 of 2001);
- 3.5.3** Appoint the site Manager who shall supervise, control and lead the security guards;
- 3.5.4** Furnish LNM with records and/or registration certificates of its members and directors and security guards deployed or to be deployed from time to time at the premises.
- 3.5.5** Provide additional security guards to the premises during crises that may be required by the LNM.
- 3.5.6** Ensure not to disclose any information acquired from LNM to a third party during the subsistence of this Agreement and after the termination of this Agreement.
- 3.5.7** Provide the security guards with portable hand held radios, batons, full uniforms, handcuffs, Occurrence Book, Firearms at all Municipal sites, Torches, Cell phones, Visitors and Vehicle registers, Pocket books to enable them to properly execute their duties.
- 3.5.8** Provide refresher training to security guards once every six (6) months.
- 3.5.9** Adhere to the provisions relating to salaries, wages, and remuneration as envisaged in the basic Conditions of Employment Act and the sectoral determination.
- 3.5.10** Visit and patrol security guards on site twice per day and twice per night.
- 3.5.11** Replace any security guard whom the LNM found not suitable for the site.
- 3.5.12** Ensure that security guards are not allowed to wear combat uniform at Civic Centre, Cultural Centre and Traffic Station.
- 3.5.13** Oversee all security activities performed by security guards.
- 3.5.14** Handle all problems experienced by security guards on site.
- 3.5.15** Attend to all problems regarding payment of salaries and work related issues of security guards.
- 3.5.16** Ensure that there is always security equipment required on site according to the specification.
- 3.5.17** Record shortage of the security guards in the occurrence book by the site Manager.
- 3.5.18** Ensure that the security guards are familiar and knowledgeable on how to handle emergency situation.

3.5.19 Ensure that registers such as The Occurrence Book, Visitors' Register, After hours Register, Vehicle Exit and Entrance Register used are kept clean, Neat, legible and updated at all times.

3.5.20 Ensure that security guards are always in uniform and displayed their PSIRA registration cards.

3.5.21 Attend monitoring meetings with the representative of LNM on a monthly basis.

3.5.22 Ensure that all security guards understand the principles of Batho Pele and apply them.

3.5.23 Ensure that security guards present themselves well to the staff members and to the public.

3.5.24 Ensure not to make use of any of the LNM's property, unless otherwise authorized to do so in writing.

3.5.25 Ensure that all security guards that are deployed to LNM by contractor are trained and accredited with PSIRA. The contractor is also responsible for the training of his/her security guards at the premises in respect of the application of the guidelines of the emergency plan applicable for the specific premises.

3.5.26 Ensure not to allow security guards to carry on any trading within the premises.

3.5.27 Ensure that security guards from within/outside the company, who are not on duty, will not be allowed on the premises or in the security offices.

3.5.28 Ensure the continuity of the service to be rendered, specific personnel be allocated to specific site. Exchange of any security guards may only be executed with prior consent of the LNM Security Manager.

3.5.29 Ensure not to display any sign, printed matter, printing, name plate, advertisement, article or object displayed which is regarded as objectionable or undesirable by LNM.

3.5.30 Have a well-established and equipped 24 hours control room available on the premises linked to the contractor's control room for emergency situation and quick response.

3.5.31 Ensure that the security offices must be kept neat and clean at all times. Although proper (serviceable/heaters) in a good working order are allowed in the security office, no homemade heating devices (i.e. Stove plates, illegal heating devices, unsafe devices, etc) are allowed.

3.5.32 Ensure that direct communication must be established between LNM Security Manager and the Site Manager of the security company.

3.6 Duties and general conditions to adhere to by security guards.

3.6.1 To protect and safeguard the equipment and assets on the Premises (including parking bays, the property on the Premises, motor vehicles of LNM, Employees of LNM and Visitors)

3.6.2 To protect the Premises and the property against theft, fire and vandalism.

3.6.3 To protect and safeguard employees of LNM and visitors.

3.6.4 All persons and vehicles entering/leaving the premises after-hours, must complete the after- hours register.

3.6.5 To search persons entering and leaving the Premises and providing adequate measures to retain persons to enter and/or leaving the Premises, in terms of the Control of Access of Public Premises and Vehicles Act 53 of 1985.

3.6.6 To search motor vehicles and/or goods entering or leaving the Premises and taking adequate measures to restrain motor vehicles and/or goods to enter or leaving the Premises.

3.6.7 Assist VIP's to access the premises during visits.

3.6.8 To record incidents/events in the occurrence register and to inform the Site Manager/relevant authority of such incidents/events.

3.6.9 To prevent the occurrence of offences referred to in the Criminal Procedure Act 51 of 1977 as may be amended from time to time.

3.6.10 To refrain from smoking/eating and reading while executing the duties except during lunch breaks.

3.6.11 To refrain from reading and handling documents or records of LNM except with the sanction of LNM.

3.6.12 To refrain from disclosing any information acquired from LNM during the subsistence of this Agreement.

3.6.13 To refrain from arguing with officials of LNM and Visitors.

3.6.14 Not to be allowed access to IT networks, registries, communication networks, finance offices.

3.6.15 To at all time present an acceptable image and appearance to the LNM and of being a security guard.

3.6.16 To at all time present a dedicated attitude and approach to Security.

3.6.17 To patrol the Premises concerned and exercise crowd control (personnel protection included).

3.6.18 Security guards who breach the terms and conditions of this agreement shall immediately be removed from the premises.

3.6.19 Security guards shall report any lost and found articles and goods to the LNM Security Manager.

3.6.20 Security guards who are under the influence of any intoxicated substance cannot be allowed on premises.

3.6.21 Act as an emergency officer during emergency situation until the arrival of the LNM Security Manager and other emergency officials. Also the official must react to emergency situation.

3.6.22 All security guards as well as the contractor shall sign an “Oath of Secrecy” declaration and submit the declaration to the LNM Security company.

3.6.23 The Site Manager and security guards must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of LNM and the State in general.

3.6.24 After handing-over of the shifts, the person who has come on shift must make an entry that he/she has read occurrence register in order to acquaint himself/herself with events that occurred during the previous shift.

3.6.25 Security guards must not accept or receive any deliveries for an employee of LNM. Should the delivery be urgent, sensitive or valuable, it must be referred to the LNM representative.

3.7. Duties of LNM

3.7.1 LNM undertakes that it shall not prevent the security company from rendering the services as envisaged in this Agreement but provide necessary support, co-operate and facilitate the rendering of services.

3.7.2 LNM Security Manager shall always be on standby for emergency matters. The LNM Security Manager’s standby telephone number as well as the security company number shall be displayed in the guardrooms.

ITEM	SITES	SHIFTS	NUMBER OF GUARDS PER SITE
1.	STADIUM (LEBOWAKGOMO) AND CLUB HOUSE	DAYSHIFTS 12hrs Grade D Grade C NIGHTSHIFTS 12hrs Grade D Grade C	02 Unarmed 02 Armed 02 Unarmed 02 Armed
2.	CATTLE POUND (LEBOWAKGOMO)	DAYSHIFTS 12hrs Grade D Grade C NIGHTSHIFTS 12hrs Grade D Grade C	02 Unarmed 01 Armed 02 Armed 01 Unarmed
3.	PETROL STATION (LEBOWAKGOMO UNIT F)	DAYSHIFTS 12hrs Grade D Grade C NIGHTSHIFTS 12hrs Grade D Grade C	01 Unarmed 01 Armed 01 Unarmed 01 Armed
4(a)	GRAVEYARD (LEBOWAKGOMO)	DAYSHIFTS 12hrs Grade D	02 Unarmed

		Grade C NIGHTSHIFTS 12hrs Grade D Grade C	02 Armed 03 Unarmed 03 Armed
5(b)	GRAVEYARD (GA-LEDWABA)	DAYSHIFTS 12hrs Grade D Grade C NIGHTSHIFTS 12hrs Grade D Grade C	01 Unarmed 01 Armed 02 Unarmed 02 Armed
6.	NOKO TLOU STADIUM (MAFEFE)	DAYSHIFTS 12hrs Grade D Grade C NIGHTS SHIFTS 12hrs Grade D Grade C	01 Unarmed 01 Armed 01 Unarmed 01 Armed
7.	PONTSHO DISABILITY CENTRE (KHURENG)	DAYSHIFTS 12hrs Grade D Grade C NIGHTSHIFTS 12hrs Grade D Grade C	01 Unarmed 01 Armed 01 Unarmed 01 Armed

8.	MATHIBELA TRANSFER STATION (MATHIBELA)	DAYSHIFTS 12hrs Grade D Grade C NIGHTSHIFTS 12hrs Grade D Grade C	01 Unarmed 01 Armed 01 Unarmed 01 Armed
TOTAL	46		

Bouncers to assume the responsibilities of Sargent at Arms to perform the following duties:

1. The sergeant-at-arms(Bouncer) is responsible for:

- a. Reviewing and implementing all issues relating to the safety and security of members;
- b. Attending and maintaining order at all times during council meetings and, as required, during committee meetings;
- c. Removing or causing removal of people from the chamber or precincts as ordered by the Presiding officer in terms of the procedure prescribed in Schedule 1 to these rules;
- d. Notify the Presiding officer if there is a threat or imminent threat to the health or safety of anyone in a meeting, who shall decide whether to:
 - i. Recess the meeting; and
 - ii. Order everyone to leave immediately
- e. Escorting everyone out of the meeting place if the Presiding officer makes an order in terms of Rule 92 (1) (d);
- f. Prohibiting any lounging or loafing in the Council chamber and keep the passenger or gangways clear of all persons during council meetings;
- g. Overseeing the physical arrangement of the Council chamber, the committee rooms and maintaining security therein; and
- h. Carrying out all commands and directions of the Presiding officer relating to the maintenance of order and security during the meeting

2. Responsible for maintaining order at all public gathering

Nature of service	Duration	Rate/hour/guard
Bouncers to assume the responsibilities of Sargent at Arms (Grade B)	As and when during term of contract	R

3. Offsite protection of municipal asset/plant

Nature of service	Duration	Rate/hour/guard
Offsite guarding of municipal asset/plant (Grade B)	As and when during term of contract	R

NB. This is as and when and expenditure does not form part of the total contract.

PRICING SCHEDULE

SHIFTS	NUMBER OF GUARDS PER SITE	PRICE PER GUARD	TOTALS
STADIUM DAYSHIFTS 12hrs Grade D Grade C NIGHTSHIFTS 12 hrs Grade D Grade C	 02 Unarmed 02 Armed 02 Unarmed 02 Armed	 R..... R..... R..... R.....	 R..... R..... R..... R.....
CATTLE POUND DAYSHIFTS 12hrs Grade D Grade C NIGHTSHIFTS 12 hrs Grade D Grade C	 02 Unarmed 01 Armed 01 Unarmed 02 Armed	 R..... R..... R..... R.....	 R..... R..... R..... R.....
PETROL STATION DAYSHIFTS 12hrs Grade D Grade C NIGHTSHIFTS 12 hrs Grade D Grade C	 01 Unarmed 01 Armed 01 Unarmed 01 Armed	 R..... R..... R..... R.....	 R..... R..... R..... R.....
GRAVEYARD (LEBOWAKGOMO) DAYSHIFTS 12hrs Grade D Grade C NIGHTSHIFTS 12 hrs Grade D Grade C	 02 Unarmed 02 Armed 03 Unarmed 03 Armed	 R..... R..... R..... R.....	 R..... R..... R..... R.....

GRAVEYARD (GA-LEDWABA) DAYSHIFTS 12hrs Grade D Grade C NIGHTSHIFTS 12 hrs Grade D Grade C	01 Unarmed 01 Armed 02 Unarmed 02 Armed	R..... R..... R..... R.....	R..... R..... R..... R.....
NOKO TLOU SPORTS COMPLEX DAYSHIFTS 12hrs Grade D Grade C NIGHTSHIFTS 12 hrs Grade D Grade C	01 Unarmed 01 Armed 01 Unarmed 01 Armed	R..... R..... R..... R.....	R..... R..... R..... R.....
PONTSHO DISABILITY CENTRE DAYSHIFTS 12hrs Grade D Grade C NIGHTSHIFTS 12 hrs Grade D Grade C	01 Unarmed 01 Armed 01 Unarmed 01 Armed	R..... R..... R..... R.....	R..... R..... R..... R.....
MATHIBELA TRANSFER STATION DAY SHIFTS 12hrs Grade D Grade C NIGHTSHIFTS 12 hrs Grade D Grade C	01 Unarmed 01 Armed 01 Unarmed 01 Armed	R..... R..... R..... R.....	R..... R..... R..... R.....
TOTAL	46		R..... Vat.....
Grand Total			R.....

--	--

FUNCTIONALITY

REQUIREMENTS

Technical / Functionality will be evaluated against the following detailed requirements:

Functionality Scorecard														
Criteria	Scoring guide	Maximum Weights												
Company Experience in Similar project – Service providers must demonstrate that they have previous experience in delivering similar commodities (attach certified copies of either appointment letter or an official purchase order in order to qualify)	<u>No of purchase orders/Appointment letters</u> 0-1 = 0 2 – 4 = 10 5 – 7 = 30 8 and above = 40	40												
Experience of key personnel- Service provider must demonstrate that their personnel have experience in providing similar service (Attach curriculum vitae with PSIRA certificates)	Manager = 15 <table><tr><th>Qualifications</th><th>Years of Exp</th></tr><tr><td>Grade A PSIRA Certificate= 10 No qualifications= 0</td><td>0-2= 0 3-5 = 3 6 years and above= 5</td></tr><tr><td>10</td><td>5</td></tr></table> Supervisor = 10 <table><tr><th>Qualifications</th><th>Years of Exp</th></tr><tr><td>Grade B PSIRA Certificate= 5 No qualifications= 0</td><td>0-1 = 0 2-4 = 3 5 years and above= 5</td></tr><tr><td>5</td><td>5</td></tr></table>	Qualifications	Years of Exp	Grade A PSIRA Certificate= 10 No qualifications= 0	0-2= 0 3-5 = 3 6 years and above= 5	10	5	Qualifications	Years of Exp	Grade B PSIRA Certificate= 5 No qualifications= 0	0-1 = 0 2-4 = 3 5 years and above= 5	5	5	25
Qualifications	Years of Exp													
Grade A PSIRA Certificate= 10 No qualifications= 0	0-2= 0 3-5 = 3 6 years and above= 5													
10	5													
Qualifications	Years of Exp													
Grade B PSIRA Certificate= 5 No qualifications= 0	0-1 = 0 2-4 = 3 5 years and above= 5													
5	5													

Firearms -Bidders must provide certified proof of ownership of firearms	With : 0 – 12 Firearms = 0 13 Firearms and above = 25	25
Vehicles - Service provider must provide certified proof of Vehicle ownership of a minimum of two patrol vehicles or letter of intent	With proof = 10 Without proof =0	10
Functionality Threshold(Minimum score)		70
Total Points for Functionality		100

Applicants who do not meet minimum qualifying score of 70 points for Functionality will not be considered further. Applicants meeting the minimum criterion will progress to the next phase of the evaluation. The final score will only consist of BBEE and Price.

Summary of evaluation of functionality

Item	Description	Weights
1.	Company Experience	40
2.	Experience of key personnel	25
3.	Firearms	25
4.	Vehicles	10

5.3 The evaluation for Price and BEE shall be based on the 80/20 PPPFA principle and the points for evaluation criteria are as follows:

Evaluation Criteria		Points
1.	Price	80
2.	Black Economic Empowerment	20
3.	Total	100

FORM "H"

MBD 3.1

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

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

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

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

OFFER TO BE VALID FOR.....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 basis | ..... |

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

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

*Delete if not applicable

MBD 3.2

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

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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. INCCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES

- 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

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

*Delete if not applicable

MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

[illegible]

MBD 3.2

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

MBD 3.3**PRICING SCHEDULE**
(Professional Services)

Name of Bidder:.....

Bid Number:

Closing Time:

Closing Date

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

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

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

ANNEXTURE "A"

MBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

- 2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

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

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

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

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

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....

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

2.10.1 If so, furnish particulars.

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Employee Peral Number

4 DECLARATION

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

MBD 5**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?

***YES / NO**

- 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.

.....

.....

- 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?

***YES / NO**

- 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

- 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.

2. GENERAL CONDITIONS

2.1 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).

2.2

- a) The value of this bid is estimated to exceed/ **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

2.3 Points for this bid shall be awarded for:

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

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

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

2.5 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.

2.6 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.

3. DEFINITIONS

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

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 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

6. BID DECLARATION

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

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

- 7.1 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.

8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of 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);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 1. I.....in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

Objections and complaints

Persons aggrieved by decisions or actions taken in the appointment of this tender or affected by the entire process of supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action to: The Municipal Manager, Private Bag X 07, Chuenespoort, 0745. To report any fraud; irregularities or corruption related incidents you may call our Anti Fraud Hotline number: 0800 20 50 53

Checklist of documents to be submitted:

Please tick in the relevant block below

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	One original bid document
<input type="checkbox"/>	<input type="checkbox"/>	Original and valid Tax Clearance certificate.
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies of qualifications
<input type="checkbox"/>	<input type="checkbox"/>	Original Certified copies (Copy with original stamp) of your CIPRO company registration documents listing all members with percentages, in case of a CC.
<input type="checkbox"/>	<input type="checkbox"/>	Latest Original Certified copies of all share certificates (i.e. copy with original stamp), in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	Declaration of interest
<input type="checkbox"/>	<input type="checkbox"/>	BEE rating certificate issued by a SANAS Accredited BEE verification agency or sworn affidavit
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies of qualifications and registration qualifications
<input type="checkbox"/>	<input type="checkbox"/>	Statements of Municipal Rates & Taxes (as proof of payment of municipal services of your municipality not older than 3 months)

Please ensure that the following documents are completed:

YES

NO

All MBD forms (MBD 1, MBD 2, MBD 3.1, 3.2 or 3.3, MBD 4, MBD 5, MBD 6.1, MBD 7.1, MBD 8 and MBD 9)

Completed Price Schedule with detailed breakdown

Kindly take note that:

- 1. Should all of these documents not be included, the bidder may be disqualified on the basis of non-compliance.**
- 2. The same documents must be submitted for all other companies that are involved in the tender in case of a consortium.**

Signed :

Name in Print :