

SECURITY TENDER

 SEKHUKHUNE District Municipality Private Bag X8611 Groblersdal 0470, 3 West Street Groblersdal 0470 Tel : (013) 262 7300, Fax: (013) 262 3688 E-Mail : sekinfo@sekhukhune.co.za	
DEPARTMENT: Budget & Treasury UNIT: Supply Chain Management CONTACT PERSON: Voster Masemola TEL NO: +27 (13) 262 7656/7301 Email: masemolav@sekhukhune.gov.za	Request for Bid (Open Tender)

BID NO	SK8/3/1-13/2024/2025		
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF PHYSICAL SECURITY SERVICES FOR A PERIOD OF THREE (03) YEARS.		
END USER DEPARTMENT	RISK MANAGEMENT UNIT		
CLOSING DATE:	31 OCTOBER 2024	CLOSING TIME:	11H00

BRIEFING SESSION	Y ☒	N ☐	COMPULSORY BRIEFING SESSION	Y ☒	N ☐
BRIEFING VENUE	AB SIKHOSANA FIRE STATION		DATE	01 OCTOBER 2024	
SITE INSPECTION	Y ☐	N ☒	TIME: 11H00		
INSPECTION ADDRESS			N/A		
BID DURATION/TERM			THREE (03) YEARS		
SUBCONTRACTING	Y ☐	N ☒			
BIDDER'S NAME (COMPANY): _____					
BID PRICE (INCL. VAT): _____					

LOCATION OF BID BOX

Bid documents must be submitted in the bid box at the **AB Sikhosana Fire Station** offices of Sekhukhune District Municipality, located next to Groblersdal WTW. The bid box is open **24 hours** a day, **7 days** a week. Bid documents submitted at Bareki Mall offices will not be **considered**

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SEKHUKHUNE DISTRICT MUNICIPALITY)					
BID NUMBER:	SK8/3/1-13/2024/2025	CLOSING DATE:	31/10/2024	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF PHYSICAL SECURITY SERVICES FOR A PERIOD OF THREE (03) YEARS.				
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: SEKHUKHUNE DISTRICT MUNICIPALITY-AB SIKHOSANA FIRE STATION (GROBLERSDAL FIRE STATION), VAN RIEBEECK STREET, NEXT GROBLERSDAL WATER TREATMENT WORKS.					
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:	
HDI SPECIFIC GOALS- PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
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	SUPPLY CHAIN MANAGEMENT		DEPARTMENT	MUNICIPAL MANAGER'S OFFICE	
CONTACT PERSON	VOSTER MASEMOLA		CONTACT PERSON	MICHAEL MOHLAMONYANE	
TELEPHONE NUMBER	013 262 7656		TELEPHONE NUMBER	013 262 7343	
E-MAIL ADDRESS	masemolav@sekhukhune.gov.za		E-MAIL ADDRESS	mohlamonyanem@sekhukhune.gov.za	

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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
1.3. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)	
1.4. THIS BID IS VALID FOR 90 DAYS	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR 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.	
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.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
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.	

**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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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LIST OF RETURNABLE DOCUMENTS.

The tenderer must complete the returnable documents as listed.

Administrative Requirements	Tick if completed
Certificate of Authority for Joint Venture (<i>Compulsory where applicable</i>)	
Original Certified copy of identity documents for directors not older than three months	
Copy of Company Registration Documents or CK1 for Close Corporations	
Valid Tax Clearance Certificate Issued by the South African Revenue Service/ <i>PIN issued by SARS</i>	
Compliant CSD Registration/CSD Summary Report	
Legislation Requirements (Compulsory)	Tick if completed
Invitation to Bid, Part A & B (MBD1)	
Pricing Schedule: Appendix A - Security Posts Per Cluster	
Declaration of Interest (MBD4)	
Bids less than R10 million - If the estimated value of the transaction is less than R10 million, the bid documentation must require the bidders to furnish: - The Municipal rates for the bidder and its directors in respect of which payment is not overdue for more than 90 days or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable.	
Bids exceeding R10 million - If the estimated value of the transaction exceeds R10 million, the bid documentation must require the bidders to furnish: - if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements for the past three years, or since their establishment if established during the past three years. - The Municipal rates for the bidder and its directors in respect of which payment is not overdue for more than 30 days or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable	
Declaration For Procurement Above R10 Million (Vat Included) (MBD 5)	
Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (MBD 6.1)	
Contract Form - Rendering of Services (MBD 7.2)	
Declaration of Bidder's Past Supply Chain Management Practices (MBD8)	
Certificate of Independent Bid Determination (MBD9)	
Schedule 1A: Compulsory Enterprise Questionnaire	
Schedule 1B: Authority for Signatory / Letter of authorized signatories	
Form of offer to be properly signed	
NB. Additional mandatory requirements are as per paragraphs 3.1 and 3.2 of this tender documents.	

Note:

The meaning of the cursive type for each form is as follows:

- Administrative Requirements (Non-disqualifying):** Bidders must submit administrative requirements for evaluation.
- It is the responsibility of the bidder to bind the bid document.



SEKHUKHUNE
District Municipality

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Tel : (013) 262 7300, Fax: (013) 262 3688
E-Mail : sekinfo@sekhukhune.co.za

Security Tender - Terms of Reference

INTRODUCTION

Sekhukhune District Municipality hereto referred as ("**SDM**") is a municipality located in the Sekhukhune District of the Limpopo Province with its Head Office based in Groblersdal town.

SDM ascribes to the code of good corporate governance and endeavour to identify risks and reduce, minimize, eliminate and transfer them in the interest of safeguarding its property (i.e. moveable and immovable assets) and employees.

We are further committed to advancing provision of service to our communities and promoting a proactive and innovative management of risk SDM-wide. Our commitment is evidence one way by the establishment of a Risk Management unit staffed by professionals and supporting staff. Our policy of managing risk is to continuously provide support to our functional areas by devising appropriate risk management mechanisms to help maximize SDM's service delivery objectives. This is achieved by minimization of risk through risk assessment methodology of identifying, controlling, preventing, and arranging risk transfer mechanism.

SDM's operations are straddled over four local municipalities of Fetakgomo -Tubatse, Makhuduthamaga, Ephraim Mogale and Elias Motsoaledi which falls within its jurisdiction.

Definitions, Terminology and Acronyms-In these terms and conditions, the words "we/us/our" shall refer to the municipality, whilst "you/service provider" shall refer to service provider.

"Assets" assets are anything belonging to Sekhukhune District Municipality that can be destroyed, damaged or stolen.

"Facilities" can mean data facility as a room, closet, or other designated area used to support SDM information infrastructure e.g., server rooms, network operation centres, or distribution closet.

"SDM" Sekhukhune District Municipality

"Operations" these are day- to- day running of facilities covering everything from shifts and deliveries to maintenance and utilities.

"Physical Security Measures" these are the steps taken to manage physical access to an information source, it is the first line of defence against theft, sabotage, and natural disasters e.g. restriction on entry to

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premises or equipment areas, locking, disabling or disconnecting equipment, or the use of fire and tamper-resistant storage.

“Physical Access Control” physical access controls prevent unauthorized physical access to an information resource (e.g. security guards, fences, locks, safes, sensors or alarms).

“Equipment” means any equipment used or the purpose of or in connection with the rendering of a security service, including security equipment and a working animal used in the rendering of a security service, but does not include a firearm, a weapon or ammunition.

“Security Services” means the South Africa Police Force, the South African National Defence Force, the Directorate of Special Operations, the National Intelligence Agency, the South African Secret Service, the Department of Correctional Services, and any other official law enforcement agency or service established by law, irrespective of whether such an agency or service resides at national, provincial or local level.

“Weapon” means any instrument, tool, equipment, apparatus, machine, etc that has been developed or devised with the sole intention of being used for inflicting pain and injury or causing death to any other individual or be used intentionally for personal gains or motives on immovable and movable assets owned by SDM.

CD

Compact Disc

TENDER FOR PROVISION OF SECURITY SERVICES FOR A PERIOD OF THREE (3) YEARS.

Section 1: NOTICE TO BIDDERS

1 PROPOSAL REQUEST

Responses to this Tender [hereinafter referred to as a Bid or a Proposal] are requested from persons, companies, close corporations, or enterprises [hereinafter referred to as an entity, Respondent or Bidder] for the provision of Security Services for four (4) clusters for a period of three (03) years to Sekhukhune District Municipality.

2. FORMAL BRIEFING

A formal briefing session will be held on **01st October** at **A.B Sikhosana Fire Station, Groblersdal** so that respondents should get familiarised with the project and those that have specific queries they might like to be clarified, an opportunity to clarify such be provided.

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3. PROPOSAL SUBMISSIONS

3.1. MANDATORY PROPOSAL SUBMISSIONS FOR CLUSTER ONE (01) - FETAKGOMO-TUBATSE LOCAL MUNICIPALITY

3.1.1 Proposals/Submission of tender should be in duplicate [1 original and 1 copy] and reflect the return address of the Respondent on the reverse side.

3.1.2 Bidders must provide separate quotation for each cluster and delineate that accordingly by marking it so.

3.1.3 The following additional and mandatory listed documents are to be submitted:

- General liability insurance cover for ten million (R10 000 000.00) or more per cluster 01.
- Ownership of firearms and licenses (proof required)
- Certified SAPS police clearance for the directors
- Proof of employment of a minimum of five (5) Security Officers that have been in the employ of the company for more than two (02) years.
- Valid ICASA issued communication radio license of the company
- Ownership of vehicles and proof thereof or alternatively formal written and signed contract of hired vehicles to be used for the project.
- Certified copy of the company's PSIRA letter of good standing
- Certified copy of members/ Directors' PSIRA membership registration certificates
- Certified latest copy of Company PSIRA membership certificate and the Act
- Certified UIF compliance certificate for companies that have been in business
- COIDA letter of Good Standing for companies that have been in business
- Certified copy of letter of good standing from the Provident fund for companies that have been in business
- Copy of proof of registration with the Provident fund and payment of the dues
- Valid Licenses for guns ownership.

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3.2. MANDATORY PROPOSAL SUBMISSIONS FOR CLUSTERS TWO (02) - ELIAS MOTSOALEDI & EPHRAIM MOGALE LOCAL MUNICIPALITY OPERATIONAL SITES, THREE (03) - MAKHUDUTHAMAGA LOCAL MUNICIPALITY OPERATIONAL SITES AND FOUR (04) - SDM GROBLERSDAL & MARBLEHALL OFFICES & OPERATIONAL SITES RESPECTIVELY

3.2.1 Proposals/Submission of tender should be in duplicate [**1 original and 1 copy**] and reflect the return address of the Respondent on the reverse side.

3.2.2 Bidders must provide separate quotation for each cluster and delineate that accordingly by marking it so.

3.2.3 The following mandatory listed documents are to be submitted:

- General liability insurance cover for five million (R5 000 000.00) or more
- Ownership of firearms and licenses (proof required)
- Certified copy of South African Police Services (SAPS) police clearance of the directors
- Proof of employment of a minimum of five (5) Security Officers that have been in the employ of the company for more two (02) years.
- Valid ICASA issued communication radio license of the company
- Ownership of vehicles and proof thereof or alternatively formal written and signed contract of hired vehicles to be used for the project.
- Certified copy of the company's PSIRA letter of good standing for the company
- Certified copy of members/ Directors' PSIRA membership registration certificates
- Certified latest Company PSIRA membership registration certificate and the Act
- Certified UIF compliance certificate for companies that have been in business
- COIDA letter of Good Standing for companies that have been in business
- Certified copy of letter of good standing from the Provident fund for companies that have been in business
- Valid Licenses for guns ownership

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4 DELIVERY INSTRUCTIONS FOR TENDER

4.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Tender box which is located at the **A.B Sikhosana Fire Station**, and should be addressed as follows:

4.2 CLOSING AND OPENING OF THE TENDER

4.3 Please note that this Tender closes punctually at **11H:00** on **31 October 2024**.

4.4 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.

4.5 No email or facsimile responses will be considered, unless otherwise stated herein.

4.6 The responses to this Tender will be opened as soon as practicable after the expiry of the time advertised for receiving them.

4.7 SDM shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e., pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.

4.8 Envelopes must not contain documents relating to any Tender other than that shown on the envelope.

4.9 No slips are to be attached to the response documents.

5. SPECIFIC GOALS

This is as per MBD Form 6.1 as indicated by the Preferential Procurement Regulation of 2022

6 COMMUNICATIONS

Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of SDM in respect of this Tender between the closing date and the date of the award of the business.

6.1 For specific queries relating to this Tender, a ***Tender Clarification Request Form*** should be requested, completed and returned or submitted to the Chief Risk Officer , Michael Mohlamonyane at Mohlamonyanem@Sekhukhune.gov.za at 11H:00 five (05) days prior/before the tender closing date. In the interest of fairness and transparency SDM's response to such a query will then be made available to the other Respondents who have collected Tender documents. For this purpose, SDM will communicate with Respondents using the contact details provided to it on issue of the bid documentation to the Respondent. Respondents are therefore requested to kindly ensure that they provide SDM with the correct contact

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details, as SDM will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

Respondents found to be in collusion with one another will automatically be disqualified and restricted from doing business with SDM in the future.

6.2 Respondents are advised that this Tender will be awarded to four (04) preferred Security Service providers as per the four (04) clusters.

6.3 Respondents are allowed to bid for all the clusters if they wish to do so, and if they are found to be suitable, will **ONLY** be appointed for a single /one (01) cluster.

NB. SDM reserves the right to invite Short Listed Bidders to come give a presentation if the need arises

7. INSTRUCTIONS FOR COMPLETING THE TENDER DOCUMENT

7.1 Sign one set of original documents [initial and date each page, sign, and stamp at the appropriate field as provided in the package/documents]. This set will serve as the legal and binding copy. A duplicate set of documents **must** also be included as it is required. This second set **must** be a copy of the original signed Proposal.

7.2 Both sets of documents are to be submitted to the address specified in the document above.

7.3 Please provide files in MS Word / Excel format, but **not** PDF versions, noting that the signed original set will be legally binding.

8 COMPLIANCES

The successful Respondent [hereinafter referred to as the Service Provider] shall be in full and complete compliance with all applicable laws and regulations.

8.1 A **pre - evaluation compliance assessment** of the tender document will be conducted by the Risk Management unit based using a Check list with a qualifying score to ascertain the suitability for evaluation.

9 ADDITIONAL NOTES

9.1 No tender shall be awarded to a company that has been found by a Court of Law to have not been consistent in paying its employees, not paid employees nor owes its current or former employees any monies whatsoever.

9.2 Changes by the Respondent to its submission will not be considered after the closing date.

9.3 The person or persons signing the Proposal must be legally authorised by the Respondent to do. A list of those person(s) authorised to negotiate on behalf of the Respondent [if not the authorised signatories] must also be submitted along with the Proposal together with their contact details.

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9.4 Bidders who fail to submit a duly completed and signed Tenders Declaration Form will not be considered.

9.5 SDM will not do business with companies involved in fronting practices.

9.6 SDM reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at SDM's option, any evaluation criteria listed in this Tender document.

9.7 Unless otherwise expressly stated, all Proposals furnished pursuant this Tender shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated by the tenderer.

9.8 NB. First, Second- and Third-year contract period (1st, 2nd, and 3rd Year) must all be inclusive of sectorial determined annual price increment as per the Consumer Price Index (CPI). This implies that subsequent sectorial determined increases (Year two (02) and Year three (03)) must be factored into the quoted prices/s as per PSIRA guideline as no negotiation shall be entered into with SDM in respect of any increases except in the case of additional security requirements.

NB. No respondent (individual company director) is permitted to submit two responses (i.e., two (02) different companies owned by the same person/s) except in the case of bidding for separate clusters/regions utilising the same company.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A PROPOSAL BEING REJECTED**

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10 DISCLAIMERS

Respondents are hereby advised that SDM is not committed to any course of action as a result of its issuance of this Tender and/or its receipt of Proposals. In particular, please note that SDM reserves the right to:

- 10.1** modify the Tender's Services and request Respondents to re-bid on any such changes;
- 10.2** reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3** disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 10.4** not necessarily accept the lowest priced Proposal or an alternative bid;
- 10.5** reject all Proposals, if it so decides;
- 10.6** withdraw the Tender on good cause shown;
- 10.7** award a contract in connection with this Proposal at any time after the Tender 's closing date;
- 10.8** award a contract for only a portion of the proposed Services which are reflected in the scope of this Tender;
- 10.9** split the award of the contract between more than one Service Provider; or
- 10.10** make no award of a contract.

In addition, SDM reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are therefore required to indicate whether they have been found guilty of a serious breach of law during the past 5 [five] years.

SDM reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Kindly note that SDM will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

11 LEGAL REVIEWS

A Proposal submitted by a Respondent may be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by SDM's Legal services, prior to consideration for an award of the business.

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SECTION 2: PURPOSE, BACKGROUND AND SCOPE OF WORK

1. PURPOSE

The purpose of this document is to determine the framework of responsibilities and duties according to which the Security Service provider appointed will function.

It is further aimed to establish a professional working business relationship between the parties (i.e., SDM and the preferred service provider/s) and to demonstrate both parties' intention, to align themselves with the main objectives of legislation that regulates physical security services.

2. BACKGROUND

Sekhukhune District Municipality has in place a security contract for the provision of a 24/7 Security Services (SS) through an enterprise-wide essential security solution.

This service included:

- Intrusion detection and other devices;
- Daily monitoring of real time security events;
- Identification of potential security events; and
- Escalation of severe security events.

The above listed affords the municipality's Risk Management function access to a network of Security Control/Operation Centres (SOC's), security experts, correlation capabilities and intelligence for the protection of its infrastructure, information, and interactions. Over the twenty-two years of existence of the municipality due to the expansion of its operations and implementation of its infrastructure projects, the number of its operational sites are standing at one hundred and ten (110)

Through the conducted Threat Risk Analysis, Vulnerability assessments and recording of Incidents and events by SDM 's Risk Management unit as well as data gleaned from State Security Agency, the municipality has ascertained the **Cluster 1** - Fetakgomo- Tubatse local municipality as a volatile area that is susceptible to a very high number of incidents of Protests, demonstration, invasions, sit-ins at operational sites and possible sabotage of SDM infrastructure thereby necessitating special security efforts that are different to the other clusters in the district in order to mitigate such high risks.

NB. The list of SDM Security posts and number of guards required are as per **Appendix – A – SECURITY POSTS PER CLUSTER AND PRICING SCHEDULE**

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3. SCOPE OF WORK

SDM has several critical plants (i.e., Wastewater Treatment Works & Water Treatment Works), water services infrastructure such as dams, bore holes, water pump stations, buildings, owned and non –owned rented operational offices, and other owned and non-owned moveable assets. These plants and water infrastructure and other stated assets should be safeguarded through provisioning of a monitored physical security services 24 hours/day and 7 days/week basis to detect and interpret security threats including unauthorized behaviour, malicious damages, and wanton deeds of service, and other anomalies.

In addition to the above, the municipality do organise events such as Council meetings, regional celebrations, and others which normally require security.

It is therefore primarily expected of the Security Service provider to:

- Ensure that the safety and security of SDM's facilities, critical assets, employees, and visitors is assured without interfering with the day-to-day operational procedures and activities.
- Ensure that the security service provider adheres, promotes, and maintains compliance with their obligations towards SDM customers, employees, and facilities.
- Ensure that the security service provider complies with the applicable laws and standards aimed at preventing exploitation or abuse of employees used to protect or safeguard SDM property or other interests or employees or property on the premises of, or under the control of SDM or its subsidiaries.

By acting as authorized officers in terms of the Control of Access to Public Premises and Vehicles Act 53 of 1985 as amended, which entail requesting a person who require entry into the premises to:

- Furnish his/her name, address and any relevant information required by the authorized officer;
- Produce proof of his/her identity to the satisfaction of the authorized officer;
- Declare whether he/she has any dangerous object in his possession or custody or under his control;
- Declare what the contents of any vehicle, suitcase, attaché' case, bag, handbag, folder, envelope, parcel, or container of any nature which he has in his possession or custody or under his control, and show those contents to him;
- Subject him/herself and anything which he/she has in his/her possession or custody or under his/her control to an examination by electronic or other apparatus in order to determine the presence of any dangerous object;
- Hand to an authorized officer anything which he/she has in his possession or custody or under his/her control for examination or custody until he/she leaves the premises

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Therefore, it is expected of the Security Service provider to implement in collaboration with SDM approved Risk Management Framework an Enterprise-Wide Risk solution that would encompass monitoring, analysis and alerting across a variety of technologies and platforms which should feed into SDM's Risk Management function. The Security Service provider will have to deploy collection of devices (hardware and software- technology) and configure reporting to SDM's ICT platform to enable the Risk Management unit to access data for management information purposes. Therefore, the Security Service provider might be required to install a system that would link to SDM's ICT architecture.

The service providers is expected to provide resources (Security Officers) to be deployed at the four (4) clusters and implement as per agreed upon safeguarding strategy with SDM, as well as provide detailed technical support to SDM's Risk Management unit.

NB.

- The list of SDM Security posts and number of guards required are as per **Appendix – A**
- Respondents/Tenderers must be made aware of the security service provision requirements for **Cluster 1** – Fetakgomo-Tubatse as it is different from the other clusters due to its susceptibility to incidents of high frequency and impact.

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4. AUTHORITY

Private Security industry Regulation Act, 2001 (Act No 56 of 2001)

5. APPOINTMENT OF THE SECURITY SERVICE PROVIDER

5.1 The security service provider shall be appointed, by following all the Supply Chain Management processes, policies, and procedures applicable in SDM.

5.2 Such security service provider should be registered with the Authorities and should be entitled, able and equipped, and has the infrastructure and capacity to render the services in question.

5.3 The security service provider must comply with the provisions of the Act and with all other legal provisions, either they are based on or form part of common law, that are applicable or relevant to-

- (a) Practicing the occupation of security service provider.
- (b) Rendering a security service.
- (c) Carrying on business in the rendering of a security service; and
- (d) Performing any other act or function which is subject to the Act.

5.4 The security service provider must without undue delay furnish SDM 's Risk Management unit with all information or documentation lawfully required.

5.5 A security service provider must make all reasonable steps to ensure that any information provided to SDM security management by such service provider is true and accurate; and

5.6 A security service provider may not perform any act which is calculated to bring the municipality into contempt or disrepute.

6. DURATION AND TERMINATION

- (a) The duration of the services rendered shall last for a period of three (03) years starting from date of the signing of contract and inclusive of the stated inception date.
- (b) Subject to its prevailing operational circumstances, SDM might give the Service Provider a one (1) month notice in writing of its intention to extent or renew the contract for a period determine suitable by SDM.
- (c) The contract can be terminated by either party in writing after having given a THREE (03) months' notice to the other party, of the intention to terminate the contract.

NB. Given the circumstance of the contract having to start after the commencement of the financial year 2024/2025, and therefore not falling in sync with SDM's financial year which starts on 01st July of each year and ending on 30th June of the subsequent year, it should be noted by the contracted service provider/preferred bidder that its contract will overlap with the SDM financial year to ensure that the period of the contract is for the full thirty six (36) months.

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7. DUTIES AND RESPONSIBILITIES

- 7.1 A security service provider must endeavour to prevent crime, effectively protect employees and property of SDM.
- 7.2 The employees of the security service provider should refrain from conducting themselves in a manner whatsoever further or encourage the commission of an offence or which may endanger the safety or security of any person visiting or working on SDM's property.
- 7.3 The employees of the security service provider may only possess or carry firearm, ammunition, or a weapon, or possess or use any equipment if that post requires an armed guard, or upon a special request and in a manner permitted by law.
- 7.4 Employees of the security service provider must treat the members of the public with respect and courtesy that is reasonable whilst executing their duties.
- 7.5 The security service provider may not engage in any act of unlawful competition in competing with another security service provider who is rendering a service for SDM.
- 7.6 The security service provider must provide SDM management, when reasonably requested to provide information to make an informed decision or exercise or protect a right or comply with law, furnish sufficient and correct information which is or should reasonably be within the knowledge of the security service provider, including such information concerning-
 - (a) The risks to which SDM is exposed and any other needs in respect of a particular service.
 - (b) SDM's needs in respect of the use of equipment, firearms, and weapons in the rendering of services.
 - (c) The registration status as a security service provider, training level and relevant conditions of service of the security officers used or to be used in the rendering of the services.
 - (d) The management, control, and supervision of the rendering of services as well as reasonable contact particulars of the security officers performing such duties.
 - (e) The procedures, firearms, ammunition, weapons, and equipment used, or to be used by the security officers in the rendering of security service.
 - (f) Any other matter on which SDM management lawfully and reasonably request information.
- 7.7 A security service provider may not-
 - (a) Make a contractual offer, conclude a contract or avail himself or herself for rendering of a security service or the performance of any function, that requires a legal power, license, permit, authorization, accreditation, level of training, skill, knowledge, qualification, registration, security officer, firearm, ammunition, weapon, equipment, infrastructure, capacity, or premises, which he/she does not have or is not likely to have when he/she has to commence rendering such a service or perform such duty;
 - (b) Use or make any person available for rendering of services, whether directly or indirectly, unless such person-

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- (i) Is registered as a security service provider in terms of the Act and may render the relevant security service in terms of the Act; and
 - (ii) Has successfully completed security training required in terms of law in respect of the relevant security service.
- (c) Use another security service provider than the one provided for in the contract with SDM to render the services or part thereof to SDM, unless-
 - (i) SDM has given consent thereto; and
 - (ii) Such security service provider is registered with the relevant Authority and is entitled, able and equipped, and has the infrastructure and capacity, to render the services in question.

7.8 A security service provider may not, where a conflict of interest of the security service provider and SDM, or conflict of interests of different clients of security service provider, exists, arises or is reasonably foreseeable in the rendering of services, act or continue to act without prior full disclosure to and the consent of interested parties.

7.9 A service provider may not in any manner whatsoever disclose confidential information concerning SDM, including information relevant to the security, safety or protection of SDM or of SDM legally recognized interests, that has come to his/her knowledge on account of the rendering of a service to SDM, without having obtained prior consent for disclosure, unless the security service provider is obliged to disclose the information or the disclosure is made in the circumstances in which it is not reasonably possible to obtain SDM's management consent and the disclosure is made in the best interest of SDM.

7.10 The security service provider must take all reasonably necessary steps to protect and safeguard any confidential information concerning SDM.

7.11 Security officers of the security service provider may not –

- (a) Without legal ground justifying such conduct, use, alienate, handover, be in possession of, or retain any property of SDM, or be or remain on the premise or any part thereof of SDM or intentionally or through gross negligence damage or lose and property of SDM.

7.12 A security service provider may not abuse or exploit its employees or those of SDM.

7.13 A security service provider must ensure that its employees receive the full wages and all other service benefits due to them as provided for in terms of any applicable legislative and legal provision, agreement, contract, or determination.

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8. GENERAL REQUIREMENTS AND RESPONSIBILITIES

8.1 SUPERVISORS

- (i) Supervisors must have basic formal education and be trained in at least the same grade as the posts they are employed;
- (ii) Supervisors must have a good grounding in their post descriptions and duties;
- (iii) Supervisors must at all times be capable of leading/controlling and supervising their subordinates; and
- (iv) Supervisors must be able to communicate, read and write in at English.

8.2 SECURITY OFFICERS

- (i) Security officers must have basic formal education and be trained in at least the same grade as the posts they are employed in;
- (ii) Security officers must be able to communicate, read and write in at least English;
- (iii) Security officers must not be younger than the age of eighteen (18).

9 APPLICABLE GENERAL REQUIREMENTS

- (i) Supervisors and security officers must have undergone and passed formal security training.
- (ii) Supervisors must always present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke, talk with a cell phone, eat, or drink while attending to people.
- (iii) Supervisors and Security officers must always present 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.
- (iv) Supervisors and Security officer must be physically healthy and medically fit for execution of their duties.
- (v) Supervisors and Security officers must be registered as security officers/guards, as required by Private Security Industry Regulatory Authority, act 2001, and Section 23 (1) and Regulations made under Private Security Industry Regulatory Authority, Act 56 of 2001.
- (vi) Supervisors and Security officers must sign an undertaking in which they declare that they will refrain from any action, which might be to the detriment of the State and SDM.
- (vii) Supervisors and Security officers are prohibited from reading departmental documents of records in offices or unnecessary handling thereof.
- (viii) No information concerning SDM activities may be furnished to the public or media by the security service provider and his/her employees.

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- (ix) SDM reserves the right to ascertain from the South African Police Services (SAPS) whether security personnel are registered with the Council of Security Officers.
- (x) The security service provider shall always ensure that, when the security officers are on duty, they are fully equipped with the following:

- (1) A neat uniform and clearly identifiable uniform of the company, which uniform will include matching raincoats.
- (2) A clear identification card of the company with the members' photo identification, PSIRA No and grade, always worn conspicuously on his/her person.

NB. Name tags and formal dress code of Shirts, Jackets, Ties and recommended hilled shoes for ladies must be complied with at all SDM offices.

9.1 Service aid to be worn on the person or be always in possession of during guarding

- (i) Baton
- (ii) Handcuffs
- (iii) Whistle
- (iv) Pocket book
- (v) Pen
- (vi) Torch at night
- (vii) Two-way radio or Cellular Phone
- (viii) Firearm (Where applicable)
- (ix) Handheld metal detector

9.2 At his headquarters/Head office the security service provider must keep available for inspection by representatives of SDM, proper staff files as well as all appropriate documents of all security personnel in his/her service who are employed for rendering such service, to SDM, by the security service provider and be available for inspections, all tools, equipment, company and employees' legislative requirements documents, registrations, medical certificates, and security clearances.

9.3 The security service provider must ensure that the security aids, if specified, are always available at each site where he/she renders security services in terms of this contract.

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10 OCCURRENCE BOOK

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

10.1 Compulsory Occurrence book entries.

The security personnel on duty must make/take the following entries in the occurrence book;

- (a) All listed routine procedures such as patrols undertaken, handling over shifts etc, mentioning the procedure followed, by whom and the time of commencement. These entries must be made clearly legible in black or blue ink.
- (b) All occurrences, however, important, slight, or unusual, with reference to the correct time and relevant actions taken.
- (c) All security personnel activities, especially deviations in respect of the duty list, indicating particulars of the security personnel and relevant times.
- (d) The issue and or receipt of keys, indicating the time and by who locked or unlocked.
- (e) The handing over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel handing over must sign entries.
- (f) Occurrence book read: After the exchange of shifts, the first level Supervisor must take an entry declaring that he/she has read the occurrence book to acquaint himself with the events that the occurred during the previous shift. All visits by second level supervisors and management must be recorded in red ink.
- (g) Officials of SDM shall pass on in writing, all additional requests in respect of the rendering of the services.

NOTE: Under no circumstances may an entry in the occurrence book be erased, printed out with correctional fluid, or totally declared. It shall be crossed out by a single line and initiated by the officer making changes.

Storage of Occurrence books: The security service provider shall store the fully entered occurrence books during the contract and for a period of three years after the conclusion of the contract.

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11. ADMISSION OF CONTROL REGISTER OR FORMS

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

11.1 Visitors' register/visitors' control form.

(a) These register/form 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 visitor;
- ✓ Surname and initials of visitor;
- ✓ Identity number;
- ✓ Name of person to be visited;
- ✓ Brand, calibre, and serial number of the firearm on the visitors' possession (if any); and
- ✓ Signature of visitor; any valuable item/s declared (e.g., laptop computer).

11.2 Vehicle Registering

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

- ✓ Date of visit;
- ✓ Admission and initials of the visitor;
- ✓ Home or address of the visitor;
- ✓ Registration number of the vehicle;
- ✓ Name of person to be visited;
- ✓ Number of passengers in the car;
- ✓ Purpose for the visit;
- ✓ Brand, calibre, and serial number of the firearm in the vehicle (if any);
- ✓ Signature of car driver;
- ✓ Any valuable item/s declared.

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12. OCCURRENCE/NOTEBOOK

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

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

12.2 The following information must be noted down in their notebooks:

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

- ✓ Reporting on or off duty;
- ✓ Date and time of occurrence of event;
- ✓ Extent of occurrence of event; and
- ✓ Follow up actions in respect of occurrence or event.

12.2.2 Copying into occurrence book: All relevant information noted down in the notebook must immediately or indirectly after return from patrol, be copied into the occurrence book.

12.2.3 Storage of notebooks: The security service provider must store the fully entered notebooks for a period of three years.

13 DUTY LIST

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

13.1 Drawing up the duty list: Weekly or monthly duty of all security personnel who must be on duty per shift, are indeed on duty.

13.2 Change to duty list: any change to the duty list shall be crossed out by a single line, initialled, dated and noted in the occurrence book.

14 DUTY SHEET

The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required by the security service provider.

14.1 The security service provider must have available at the site, a comprehensive duty sheet per duty point.

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15 TWO WAY RADIOS

The purpose of radio communication is the establishment of immediate communication between the different duty points and control, as well as between controls of a security service provider's headquarters/head office.

15.1 Base Radio: Serviceable hand carried radios must always be provided by the security service provider, as stipulated in the site specification.

16 CLOCK POINTS

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

16.1 Check points shall be provided by the municipality at identified sites.

16.2 The first or second level supervisor must on daily basis be in contact with the Risk Management unit's representative

16.3 No security officer must be made to do continuous shifts for longer than twelve (12) hours.

17 LOST ARTICLES

17.1 All lost articles found at site and for which ownership cannot be established must be handed recorded in the occurrence book, after which they must be handed over to the Risk Management unit representative.

18 LABOUR UNREST

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

NB. It is expected of the Security Service provider to have a contingency plan in place to arrest such kind of the above listed eventualities. Any breach of such arrangements might result in the termination of the contract.

19 MONITORING OF SERVICE

19.1 The Municipality reserves the right to monitor and check the services rendered by the security service provider at any time; the service provider's Security Manager or Supervisor should ensure that the service is rendered in accordance with the conditions of the contract and site specification.

19.2 The Municipality reserves the right to require from the security service provider that any of his/her employees be replaced, in which case the employee must leave the site forthwith. The Municipality will not be held responsible for any damage or claim, and legal expenses related thereto.

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19.3 The municipal representative will have the right to check daily whether sufficient personnel are available at the site in terms of the site specification.

19.4 All shortage of personnel must be noted in the occurrence book.

19.5 The security service provider will be held liable for any loss or damage suffered by the municipality, because of the security service provider's own negligence or his/her employees' negligence or intent, which originated at the site.

19.6 The Municipality will be liable for any loss or damage of any nature to any of the security service provider's properties or any items kept at the municipality's site, in class where the loss originated as the result of the negligence or intent on the part of the Municipality.

19.7 The Municipality is indemnified against any liability, compensation, or legal expenses in respect of the following:

19.7.1 Loss of life, injuries which may be sustained by the security personnel of the security service provider during the execution of their duties.

19.7.2 Damage to or destruction of any equipment or property of the security service provider during the execution of their duties.

19.7.3 Any claims and legal costs which may ensue from the failure by, or acts committed by the security personnel against, which acts include illicit frisking, arrests and other illicit or wrongful deeds. The security service provider shall be notified in writing of the particular of each claim he is liable for.

19.8 The security service provider must, at its own expense, take out sufficient insurance (i.e., Professional Indemnity, or General Liability) cover against any claims, loss and/or damage ensuing from his/her obligations and shall ensure that such insurance remains in force/operative for the duration of this agreement. Confirmation of such insurance covers in the form of certified copies of the insurance policy schedules must be handed to the Risk Management unit with the tender submissions.

NB. Original copies of the said policies will be called for, for verification purpose before commencement of contract. In the event of failure by the preferred security service provider to provide such proof, the signed contract entered into with SDM, or any contract contemplated upon shall be rendered null and void with the municipality having an option to decide upon a new security service provider.

19.9 The security service provider may not, unless otherwise specified, make use of any of the municipality's equipment or/property for the purpose of compliance with the conditions, which equipment, aid and or property include, inter alia, vehicles, stationery, firearm, rooms, and furniture.

19.10 The security service provider is responsible for the training of his/her personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site.

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19.11 All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions will be provided by the Municipality.

19.12 The security service provider must at all times refrain from littering and must at all times keep the grounds and buildings occupied by them (Security service providers' personnel) clean, hygienic and neat. Any littering caused by the dogs used by the security service provider shall be removed by the security service provider at the end of each shift.

19.13 Under no circumstances are security personnel allowed to carry on any other private business whilst on duty.

19.14 The security service provider shall not erect or display any sign, printed matter, painting, name plates, advertisements, and article or object of any nature whatsoever, in or to municipality buildings or sites or any part thereof without written consent of the Municipality. The security service provider shall not publicly display at the site any article or object which is regarded as objectionable or undesirable.

19.15 If at any time, the service is not rendered in accordance with the conditions of the contract or the specification, e.g., insufficient security officers provided, SDM reserves the right to adjust the payment accordingly.

19.16 Similarly, no departure from or breach of, or failure to comply with any of the conditions, shall be deemed to be a condonation, waiving or ratification of such departure, breach of failure to comply, unless such condonation, waiving or non-fulfilment has been agreed to in writing by the municipality, through SDM's Risk Management unit.

20 TERMINATIONS OF SERVICE

20.1 The stipulations of the General Conditions of Contract apply in particular to cases of failure to comply with any of the conditions of the contract, or where an unsatisfactory service is rendered.

20.2 Any amendment of waiving of the stipulations of the contract must occur in writing by mutual consent with SDM through SDM's Risk Management unit.

20.3 Should the security service provider alienate his rights and liabilities in terms of this contract, he/she must notify the Municipality immediately so that the necessary steps for the cession of the contract gets taken.

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21 SPECIFIC CONDITIONS OF TENDER

21.1 The security service provider must be in a position to assume duty immediately after acceptance/signing of the tender agreement/contract or one month after acceptance/signing of the tender agreement/contract.

21.2 The contract will be for a period of three (03) years from the date of awarding of the tender with the first year of the contract starting from the date of inception as per signed contract.

21.3 The appointed security service provider must be in a position to enter into a Service Level Agreement (SLA) with SDM which is a framework used to define the working relationship between SDM and the appointed service provider.

21.4 Prospective security service providers may with prior arrangement with the SDM's Risk Management unit visit the sites to ascertain the extent of the service required.

21.5 The contracted service provider must through a formal instruction provide SDM with additional guards as per SDM's operational requirements.

21.6 The contracted service provider might also be due to operational requirements get instructed to reduce or increase the agreed upon guards on sites.

21.7 The contracted service provider may be required to provide SDM with any or all of the following incidental services or products:

- Additional equipment, and tools required for provisioning or enhancement of the service rendered.

21.8 The contracted security service provider will in addition to the normal physical guarding services be expected to have a **Tactical Response** team which will be required to provide services alone or as part of a combined team with other contracted service providers at Council organised events as and when required.

It is therefore a prerequisite of a contracted service provider to establish a Tactical Response team within its workforce deployed at SDM.

21.9 Respondents are advised that this tender will be awarded to four (04) preferred service providers as per the four (04) clusters.

21.10 Respondents are allowed to bid for all clusters if they wish to do so, and if they are found to be suitable, will ONLY be appointed for a single/one (01) cluster.

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22 EVALUATION CRITERIA

NB. THE 90/10 EVALUATION CRITERIA APPLIES TO ALL CLUSTERS.

Evaluation of Bids will be as per the four (4) below detailed stages as delineated.

SECURITY TENDER REQUIREMENTS

A) STAGE ONE: Test for Administrative Responsiveness (**Applicable to all clusters**)

The test for administrative responsiveness will include the following:

Administrative responsiveness check
Whether the Bid has been lodged on time
Whether all Mandatory Requirement/ Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
Verify the validity of all returnable documents

The test for administrative responsiveness [**Stage One**] must be passed for a Respondent's Proposal to progress to **Stage Two** for further pre-qualification

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B) STAGE TWO: Test for Substantive Responsiveness to Tender (**Applicable to all clusters**)

The test for substantive responsiveness to this Tender will include the following:

Pre-Qualification Criteria
Whether any pre-qualification criteria set by SDM, have been met
Whether the Bid contains a priced offer
Whether the Bid materially complies with the scope and/or specification given
Confirm that the security service provider has an operations centre/office that runs 24 hours/7 days a week. NB. SDM's Risk Management unit will conduct an <u>inspection in –loco</u> at the bidders' operational premises to verify and substantiate/authenticate existence of the requisite infrastructure and information. <u>A predetermined check list is to be used in scoring such.</u>
Skills Transfer and development – Bidder must state and provide a plan as to how they will ensure skills transfer to and development of their security officers/guards and the Risk Management unit officials of SDM.

The test for substantive responsiveness [**Stage Two**] must be passed for a Respondent's Proposal to progress to **Stage Three** for further pre-qualification

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C. STAGE THREE: Test Minimum Threshold is 70% for Technical Criteria

C.1. Test Minimum Threshold **70%** for Technical Criteria

The test for the Technical and Functional threshold will include the following:

- Technical threshold of 70%

Technical Evaluation Criteria - Cluster one (01)	Weighting	Scoring Guidelines
<u>Project Implementation Methodology</u> 1. The project implementation and Methodology approach is poor and is unlikely to satisfy project objectives or requirements. The bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. 2. The project implementation and Methodology approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan is too generic. 3. The implementation plan is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically	20 Score split: 0. No response = 0 1. Poor = 05 2. Satisfactory = 10 3. Good = 15 4. Very good = 20	0. 0% Response 1. Quarter/ 25% (1.5) of the qualifiers 2. Less than 50% (03) of the qualifiers but more than 25% 3. 50% (+ 3) or more of the qualifiers

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tailored to the critical characteristics of the project. 4. Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the bidder has outstanding knowledge of state-of-the-art approaches. The project implementation and Methodology approach details ways to improve the project outcomes and the quality of the outputs.		4. All qualifiers/100% (06) of the Qualifiers
<u>Bidder Capability</u> Bidder must provide proof of previous same or similar nature of services projects undertaken. Details of the contactable reference/s of the case studies/projects must be provided	20 Score split 0) = 0 1) = 5 2) = 10 3) = 15 4) = 20	0. No Response 1) 1 x Previous project with contactable references 2). 2 x Previous projects with contactable references 3). 3 x Previous projects with contactable references 4). 4 x Previous projects with contactable references
<u>Security Control /Operations Centre (SOC) Capability (Provide proof of SOC capability indicating requirements below)</u> * Customisable dashboard * Access to local security intelligence centres * Correlation with logs provided to the service to	20 Score split: 0). = 0 1) = 5 2) = 10 3) = 15 4) = 20	0. No Response 1. SOC Capability with no indication of the requirements. 2 SOC Capability which partially addresses the requirements. 3. SOC Capability which fully addresses the requirements that includes access to the local security intelligence centres.

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identify threats e.g., command and control, etc. * Access to a management portal 24 hours/day and 7 days/week (for a minimum of 5 SDM users) * Stated capability must provide context and priority to devices and incidents, as well as tools to be used for contact details of individual for escalation of incidents.		4. SOC Capability which fully addresses the requirements that includes access to the local security intelligence centres and Contingency plan. NB. The score to be accrued is subject to outcome/results of the due-diligence assessment to be conducted by the Risk Management unit.
<u>Vendor Experience and Credentials</u> 0.No previous experience 1. Currently undertaking security work with no demonstrable experience 2. Demonstrate previous experience of similar works done. 3. Indicating scope of work performed. 4. Provide a minimum of five (5) references from previous customers and a company profile.	20 Score split: 0 = 0 1 = 2.5 2 = 05 3 = 10 4.=15 5 = 20	0. No Response 1. No demonstrable experience of similar work done but currently executing the work with no reference except the current one. 2. Less than 2 years demonstrable experience of similar work done at municipalities/local government or any other business in the private sector with less than two (2) contactable references 3. More than 2 years of demonstrable experience of similar work at municipalities/local government or any other business in the private sector with more than two contactable (2- 3) references 4. At least/minimum 3 years demonstrable experience of similar work at municipalities/local

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5. Profile of key staff (CV and certified copies of security related qualifications).	NB. Each prospective service provider will be allocated a score for each of the point split as per each of the listed Scoring Guideline attained which will be added together to give a score not exceeding a total maximum 20 points.	government or any other business in the private sector with more than 3 contactable references. 5. At least more than 3 years demonstrable experience of similar work at municipalities/local government or any other private sector business with more than 4 contactable references and employees with Security/Risk Management related qualification (e.g., Diploma, Degree or Postgraduate)
Operationally Critical Threat, Asset, and Vulnerability Evaluation. NB. The above defines the essential components of a comprehensive, systematic, context driven security evaluation.	10 Score Split: No Response =0 Addressed 1 & 2 = 5 Addressed 1, 2 & 3 = 10	1). Build Asset-Based Threat Profiles 2. Identified Infrastructure vulnerability 3. Develop Security Strategy and plans

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A project Operational plan must be provided and must detail on how the service will be provided by the Security service provider to SDM.	10 Score Split: No response= 1 = 2.5 2 = 5 3 = 7.5 4 = 10	0. No proof of operational plan 1. Operational plan without details on procedures, processes, controls, and communication method 2. Operational plan with details on procedures and processes without, controls and communication methods 3. Operational plan with details on procedures and processes with controls and without communication methods 4. Operational plan with details on procedures and processes with, controls and communication methods
Total	100%	

SECURITY TENDER

C.2. Test Minimum Threshold 70% for Technical Criteria – **Cluster 2, 3 & 4**

- Technical threshold of 70%

Technical Evaluation Criteria – Cluster 2, 3 & 4	Weighting	Scoring Guidelines
Project Implementation Methodology * A project implementation plan must be provided showing the period of migration from awarding of work to deployment of human resources at posts * Service provider is to provide a methodological Threat Risk Analysis report of the sites preferred to render services at how they can be improved * In the methodology, the service provider must indicate responsibilities of resources to be deployed. * Service provider to state any additional value add that can be provided	20 Score split: 0) = 0 1) = 5 2) = 10 3) = 15 4) = 20	0. No Response 1. A Project plan indicating the period of migration only. 2. In addition to 1 above, a Project plan indicating the methodological for the Threat Risk Analysis report of the sites preferred to render services at and as to how they can be improved 3. In addition to 1 & 2 above, a Project plan indicating the responsibilities of resources to be deployed and how these will be executed 4. In addition to 1,2 & 3 above, a Project plan indicating the requirements in the evaluation criteria, as well as any value-added services that the bidder can provide

SECURITY TENDER

Bidder Capability Bidder must provide proof of previous projects done of the same or similar nature of services. Details of the contactable reference/s of the case studies must be provided per project.	20 Score split 0) = 0 1) = 5 2) = 10 3) = 15 4) = 20	0. No Response 1) 1 x Previous project with contactable references 2). 2 x Previous projects with contactable references 3). 3 x Previous projects with contactable references 4). 4 x Previous projects with contactable references
Security Operations Centre (SOC) Capability (Provide proof of SOC capability indicating requirements below) * 24/7 Office based contact telephone number, an office, and valid and functional cell phone numbers of a minimum of two (02) Key personnel *Access to local security clusters (SAPS) * A Threat Risk Assessment/Analysis that correlates with outcome of the assessment of the service to identify threats e.g., command and control, etc. * Stated capability must provide context and priority to devices and incidents, as well as tools to be used for contact	20 Score split: 0). = 0 1) = 5 2) = 10 3) = 15 4) = 20	0. No Response 1. SOC Capability with no indication of the requirements. 2 SOC Capability which partially addresses the requirements. 3. SOC Capability which fully addresses the requirements that includes access to the local security intelligence clusters. 4. SOC Capability which fully addresses the requirements that includes access to the local security intelligence centres and a contingency plan.

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details of individuals for escalation of incidents.		
Vendor Experience and Credentials *. No previous experience * Currently undertaking security work with no demonstrable experience *. Demonstrate previous experience of similar works done, *. Indicating scope of work performed. *. Profile of key staff (CVs and certified copies of security related qualification *. Provide a minimum of three (3) references from previous customers and a company profile	20 Score split: 0 = 0 1 = 5 2 = 10 3 = 15 4.= 20 NB. Each prospective service provider shall be allocated a score as per each of the listed Scoring Guideline attained and such score shall be as per each of the point split which will be added together to give a score not exceeding a total maximum 20 points	0. No Response 1). No demonstrable experience of similar work done but currently executing the work 2). Less than 2 years demonstrable experience of similar work done at municipalities/local government or private companies or government institutions and departments with CVs of Key staff and less than two (2) references. 3). 2- 3 years demonstrable experience of similar work at municipalities/local government or private companies or government institutions and departments with CVs of Key staff and more than two (2) references 3). At least + 3 years demonstrable experience of similar work at municipalities/local government or private companies or government institutions and departments with CVs of key staff and at least three (3) references

SECURITY TENDER

A project Operational plan must be provided detailing on how the service will be provided by the Security service provider to SDM	20 Score Split: 0) = 0 1) = 5 2) = 10 3) = 15 4) = 20	0. No proof of operational plan 1. Operational plan without details on procedures, processes, controls, and communication method 2. Operational plan with details on procedures and processes without, controls and communication methods 3. Operational plan with details on procedures and processes with controls and without communication methods 4. Operational plan with details on procedures and processes with, controls and communication methods
Total	100%	

The following applicable values will be utilised when scoring each criterion mentioned above:

The minimum threshold for technical/functionality [Stage Three] must be met or exceeded for a Respondent's Proposal to progress to Stage Four for final evaluation

SECURITY TENDER

STAGE FOUR: Evaluation and Final Weighted Scoring (Applies to all clusters)

a) Price Criteria [Weighted score 90/10 points]:

Evaluation Criteria	
Commercial offer	

B) Specific Goals [Weighted score 10 points]

Preference points will be awarded to a bidder for attaining the Specific Goals contribution in accordance with the table below:

e.) SUMMARY: Pre- qualification threshold and final evaluated weightings

Pre-Qualification Criteria	Minimum Threshold %
Technical/Functionality	70
Evaluation Criteria	Final Weighted Scores
Price	90
Specific Goals	10
Total Score	100

23 SIGN-OFFS

DOMICILIA

The parties choose as their domicilium citandi et executandi their respective addresses set out in this clause for all purpose arising out of/in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may be served upon this agreement to the parties.

SECURITY TENDER

Sekhukhune District Municipality

1 No 3, West Street, Groblersdal.

2 The Service Provider: _____

Thus, signed and dated at: _____

On this: _____ day of: _____ year: _____

WITNESSES FOR SEKHUKHUNE DISTRICT MUNICIPALITY

Witness 1

Name in Full: _____

Signature _____

Witness 2

Name in Full: _____

Signature _____

WITNESSES FOR THE SERVICE PROVIDER

Witness 1

Name in Full: _____

Signature _____

Witness 2

Name in Full: _____

Signature _____

SECURITY TENDER

FORM A - TABLE OF CAPABILITIES, TASKS AND TRAINING

Specific duties must be documented in the proposal for each grade of security officer. A list of standard duties or expectation should be attached in the feedback. An example of such comparison table for capabilities, tasks, training and any other differences between grade A and D security officers are provided below. (Please note the table below is the perception of SDM. Please change and amend this table to accurately represent the officers' grades to be offered as a service)

DESCRIPTION	GRADE A	GRADE B	GRADE C	GRADE D
Management tasks				
Management of all Class B, C, D Security officers	•			
Ensure management is informed of emergency incidents timely	•			
Weekly meetings must be held with security service provider site manager/supervisor which will be discussed on monthly meetings with SDM	•			
Limited knowledge of security legislation, roles, and practices	•			
Ability to provide guard lines for security officers	•			
Provide monthly report on incidents and accidents for the past months and actions taken	•			
Ensure that all post is always manned	•			

SECURITY TENDER

Technical Expertise				
Random visual external observation must be made from time to time to determine external risks				
Assist with evacuation drills				
Recording, updating, and reporting incidents occurrence book				
Daily checks for sites instruction compliance				
Proper and professional communication must be always practiced				
Must be able to operate the x-rays, scanners for building entrance				
Reporting all incidents and actions for security in (OB register/logbook				
Assist at reception areas to relief receptionists and switchboard operations				
Maintain all security register, conduct periodic security inspection on emergency stair/routes/doors/toilets and fire equipment				
Must keep records for all electronic devices not belonging to SDM office.				

SECURITY TENDER

A register book will have to be provided				
Escorting visitors, consultants, or contractors to required destinations				
Conduct access searches when necessary and according to provided procedures				
Conduct random searches on laptops and other SDM equipment				
Regular patrolling of the buildings to identify risks and weaknesses, deviances, and non-compliances				
Provide daily patrolling feedback form, checklists on incidence for the past 24 hours				
Wear corporate uniform on all times when on duty with visible names on tags				
Conduct buildings inspections always				

SECURITY TENDER

FORM B – TENDER PROJECT TEAM

PROJECT TEAM	Cluster # 1	Cluster # 2	Cluster # 3	Cluster # 4
Director/s				
Manager/s				
Supervisor/s				
Guards/Operational staff				

Notes:

- The intention of the form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between the members of the project and between the project team and the overall institutional structure.

NB. The tenderer must attach his own organogram to this form.

- The tenderers which are large institutions may simplify the organogram by “rolling up” portfolios e.g., combining director and associates in one box of the organogram.

However, the individual positions of key personnel within the structure must be clearly delineated.

- Joint Venture (JV) tenders will require each element of the tender to submit a separate organogram that shows the individual structure of each member company and the lines of responsibility of the proposed personnel to be involved in the project.

In addition, there must be a combined organogram that indicates how the joined venture itself will function and the proposed share of the work. Joint Venture (JV) tenderers shall note that the share of the work indicated will be used in the analysis of such a tenderers preference proposed, and that if awarded the share of work shall become the contractual obligations between the members of the joint venture.

NB. Under no circumstances shall SDM be party to the Joint Venture (JV) disputes.

SECURITY TENDER

FORM C – NAMES OF PROPOSED KEY PERSONNEL – A MAXIMUM OF TWO – FIVE WILL SUFFICE

No	Name & Surname	Qualification	Designation
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

NB.

A minimum of two (2) – five (5) will suffices

Provide a CV of maximum two (2) pages of each member of key personnel to be used in the project. The CV should give at least the following:

- Position in the company and within the organization of this assignment
- HDI/Previously Disadvantaged Individuals (PDIs) status (description, population, group gender and disabilities)
- Proof of education qualification.
- Proof of professional registration.
- A relevant experience (actual duties performed, involvement and responsibility) including locations, dates and duration of assignments starting with the latest.
- References (company name, individual name, position held, contact details)

SECURITY TENDER

FORM D – SCHEDULE OF TENDER'S INFRASTRUCTURE AND RESOURCES

Provide information on the above as follows:

1. Physical facilities and buildings either leased or owned (fully equipped contact details)

Description	Address	Owned or leased

2. Equipment

Equipment	Description	Serial number/Telephone number/Website address	Number of units

3. Vehicles and Guns

Description	Number of units	Registration/ License number

NB. Proof of ownership in the form of copies of licenses must be provided in respect of vehicles and guns. If such is leased, proof thereof must be provided.

Bidders are allowed to attach a separate list of the above if they prefer.

SECURITY TENDER

4. The size of company and current workload

4.(A). For those companies that have been in business/ operation in the previous financial year (2023/2024FY)

A. 1) what was your turnover in the previous financial year?

Answer: R _____

A.2) what is the estimate turnover of the current financial year? Answer: R _____

A.3) how many people were in your employ? Answer: _____

4.(B). For those companies that were in business/operation before/previously but were not in operation in the previous year (2023/2024)

B.1) what was your turnover in your last financial year of operation?

Answer: R _____, and which year was that _____

B.2) what is your estimate turnover of the current financial year?

Answer: R _____

NB. If you are a new entity or you have not been in operation since your establishment, please indicate accordingly.

SECURITY TENDER

FORM E- SCHEDULE OF PREVIOUS EXPERIENCE

The procedures for evaluation of the bid will be on the average of the previous two (02) projects where the company was involved for any other institution (private sector business) or similar (example, Provincial and National departments, and municipalities of different grades)

Description	Value (R) Vat excluded	Period of Executed		Name of contact	Tel No	Organization
		Appointment date	Completion date			
1						
2						
3						
4						

FORM F – SCHEDULED OF CURRENT PROJECTS IF IN BUSINESS

Description	Value (R) Vat excluded	Period of Executed		Name of contact	Tel No	Organization
		Appointment date	Completion date			
1						
2						
3						
4						

SECURITY TENDER

FORM G – SERVICE /PROJECT PERFORMANCE REFERENCE

NB. Please request and obtain two (02) reference amongst the recent clients with whom similar work has been conducted to vouch for your service as per below table by circling the applicable score.

First Client 1

Description	Score: Excellent	Score: Good	Score: Average	Score: Poor
General appearance and attitude of guards. Full uniform which must be always clean and neat with officer being alert at all times)				
Regular meetings with client				
Response time in emergency and situations of unrest				
Record keeping and reporting of occurrence of incidents/accidents				
Applicable and adherence to conditions of contract				
Training of guards to stay alert and well equipped				
Client representative signature				
Title /Position				

SECURITY TENDER

Date Stamp	
------------	--

SECURITY TENDER

Second Client - 2

Description	Score: Excellent	Score: Good	Score: Average	Score: Poor
General appearance and attitude of guards. Full uniform which must be always clean and neat with officer being alert at all times)				
Regular meetings with client				
Response time in emergency and situations of unrest				
Record keeping and reporting of occurrence of incidents/accidents				
Applicable and adherence to conditions of contract				
Training of guards to stay alert and well equipped				
Client representative signature				
Title /Position				
Date Stamp				

FORM H - SCHEDULE OF APPROACH AND METHODOLOGY

Attach a detailed proposal in respect of your approach and methodology. Proposal should be well organized, straightforward, clear, and concise. It must respond specifically to the criteria in this tender document. The color to be used must be Black with the used of font twelve (12)

Understanding of the Terms of Reference

Explain your understanding of the terms of reference or brief. What is required in terms of the project stated above?

NB. You are allowed two (2) additional pages if you deem it fit to do so.

Please provide summary details of your proposed approach and work plan to the successful completion of the project

Please state if you have any innovative approaches for this project mentioned above that you feel will be unique but also economical and superior to normal workable approaches and methodologies recently undertaken as norm.

NB. Your failure to provide SDM with an approach and method mentioned above will automatically render your submission disqualified as such will be utilized in the evaluation.

APPENDIX A - SECURITY POSTS PER CLUSTER AND PRICING SCHEDULE

MBD 4

DECLARATION OF INTEREST

- (i) No bid will be accepted from persons in the service of the state¹.
- (ii) 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.

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars

.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and 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**

3.12.1 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.

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....

Capacity Name of bidder

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT 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 of establishment if established during the past three years.

..... **YES / NO**

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

YES / NO

- 2.2 If yes, provide particulars.

.....
.....

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

.....
.....

3. 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 (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 90/10 preference point system.

- a) The 90/10 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

3.

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

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

90/10

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 90/10 or preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for 90/10 preference point system.

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

The 90/10 preference points system will be used for the acquisition of services, works or goods up to and including a value of R50 000 000.00.

The tenderer must indicate how they claim points for each preference point system.

The specific goals allocated points in terms of this tender	Number of points allocated. (90/10 system) (To be completed by the organ of state)	Number of points allocated. (80/20 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed. (80/20 system) (To be completed by the tenderer)
HDI Specific Goals	10	20		
1 Not having voting rights prior 1994.	6	12		
2 Woman – ownership of more than 50%	1	2		
Disability ownership of more than 50%	1	2		
HDI youth	1	2		
Locality within SDM jurisdiction	1	2		
TOTAL	10	20		
Non-compliant Bidder	0	0		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SECURITY TENDER

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due 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

63

WITNESSES

1

2

DATE:

SECURITY TENDER

NAME OF FIRM

DATE

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:.....

SECURITY TENDER

MBD 8

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 ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

SECURITY TENDER

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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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

SECURITY TENDER

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 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

SECURITY TENDER

a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

—

(Name of Municipality / Municipal Entity)

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

I _____ certify, _____ on _____ behalf _____ of:
_____ that:

(Name of Bidder)

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

SECURITY TENDER

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

MBD 9

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

SECURITY TENDER

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

MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECURITY TENDER

FORM OF OFFER AND ACCEPTANCE

1. OFFER

The Sekhukhune District Municipality, identified in the acceptance signature block, has solicited offers to enter a contract for:

Appointment of Service Providers for the Provision of Physical Security Services for a Period of Three (03) Years.

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

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

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

.....
.....
RAND (IN WORDS); R..... (IN FIGURES)
.....

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

For the **Tenderer**
.....
(Name and address of organization)

Name and signature of witness..... Date

SECURITY TENDER

2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)

Name(s)

Capacity

for the **Employer**
(**Sekhukhune District Municipality**)
Private Bag x8611
Groblersdal
0470

SECURITY TENDER

Name and signature of witness..... Date.....

SECURITY TENDER

SCHEDULE 1A: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council
☐ a member of any provincial legislature
☐ a member of the National Assembly or the National Council of Province

☐ a member of the board of directors of any municipal entity
☐ an official of any municipality or municipal entity | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)

☐ a member of an accounting authority of any national or provincial public entity
☐ an employee of Parliament or a provincial legislature |
|--|---|

SECURITY TENDER

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

* Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

* Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

SECURITY TENDER

- i) authorizes the Client/Municipality to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Enterprise
name

* The schedule should be used where tenders are subject to the local Government:
Municipal Finance Management Act

SECURITY TENDER

SCHEDULE 1B: AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of

....., hereby confirm that by resolution of the board (**copy attached**) taken on 20..., Mr/Ms acting in the capacity of, was authorized to sign all documents in connection with this tender for contract and any contract resulting from it on behalf of the company.

As witnesses :

- | | |
|---------|------------------|
| 1. | Chairman : |
| 2. | Date : |

Tenderers must attach a copy of the Resolution of the Board - refer Schedule 2B.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as hereby authorize Mr/Ms, acting in the capacity of to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

SECURITY TENDER

--	--	--	--

NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

..... , authorised signatory of the company

..... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the business trading as.....

As witnesses:

1. _____ 2. _____	Signature : Sole owner : Date :	_____ _____
----------------------	---------------------------------------	----------------

SECURITY TENDER

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
..... hereby authorize Mr/Ms
acting in the capacity of, to sign all documents in connection with
the tender for Contract and any contract resulting from it on our
behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-partners upon
who rests the direction of the affairs of the Partnership as a whole.

GENERAL CONDITIONS OF CONTRACT

Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

SECURITY TENDER

- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local.
- 1.12" Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.²² Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well

SECURITY TENDER

as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents. 1.21

“Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa. 1.23 “SCC” means the Special Conditions of Contract.

1.22 “Services” means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies services or works.

2.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

SECURITY TENDER

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- a. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.3 except for purposes of performing the contract.

5.4 Any document, other than the contract itself mentioned in GCC clause

5.5 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.6 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.22

SECURITY TENDER

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and maybe rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with 25 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.2 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC. 12.

SECURITY TENDER

Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and²⁶

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

12.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

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

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.²⁷

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

SECURITY TENDER

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.²⁸

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21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (12) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (12) days the purchaser may regard²⁹ the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2002, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and³¹

29. Governing language

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

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. General Conditions of Contract (revised February)

34. Prohibition of Restrictive practices

34.1. In terms of section

4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period

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not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concern.