

# TSWAING LOCAL MUNICIPALITY



**TENDER: SCM**

**RENDERING OF SECURITY SERVICES FOR TLM FACILITIES  
FOR A PERIOD OF 36 MONTHS.**

**BID DOCUMENT**

**2024**

<b>NAME OF TENDERER:</b>			
<b>TOTAL TENDER AMOUNT AS PER THE OFFER PAGE</b>			
<b>COMPACT DISCS INCLUDED</b>	<b>YES</b>	<b>NO</b>	<b>NUMBER OF COPIES</b>
<b>BRIEFING SESSION DATE</b>	<b>N/A</b>		
<b>CLOSING DATE:</b>	<b>11/04/2023/24</b>		

**PREPARED AND ISSUED BY:**

The Municipal Manager  
Tswaing local municipality  
P.O.Box 24  
Delareyville  
2770

CNR GEN DELAREY & GOV STR  
DELAREYVILLE  
2770  
Tel: (053) 948 0900  
Fax: (053) 948 1500



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**TSWAING LOCAL MUNICIPALITY**



**PART A**

**INVITATION TO BID**

**TSWAING LOCAL MUNICIPALITY**



**DIRECTORATE: CORPORATE SERVICES**

**TENDER SCM 009/2023/2024**

**RENDERING OF SECURITY SERVICES FOR TLM FACILITIES FOR A PERIOD OF 36 months**

Tswaing local municipality is inviting bidders to submit their bids for rendering of security services for TLM facilities for a period of 36 months

**Bids must be sealed, clearly marked/written “SCM 009/2023/24/- RENDERING OF SECURITY SERVICES FOR TLM FACILITIES FOR A PERIOD OF 36 MONTHS”** Must be deposited in the **TENDER BOX** located at foyer inside Main Municipal Building, Delareyville, not later than **11/04/2024**, time **12H00**, where-after they will be opened in public.

Please note that Faxed or E-mailed bids will not be accepted.

Bids will be evaluated according to the revised Preferential Procurement Regulation 2022 and Tswaing local municipality supply chain management policy, **80/20** preference points will be applied to this tender.

The Tswaing local municipality does not bind itself to accept the lowest or any bid, or to disclose any reasons for their decision. The municipality further reserves the right to accept the whole or share the bid should it deem fit.

Bidders that are not satisfied with the bidding process or issues relating to them, must submit complains within 14 days after the closing date of this bid.

All Procurement enquiries related to this bid must be directed to **Mr Melken TJ @ (053 948 0073)** and specifications enquiries directed to **Mr Boorman Phutiaygae @ 053 948 9408**

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**KSD Mere  
The Municipal Manager  
Tswaing local municipality  
P. O. Box 24  
Delareyville**





**INVITATION TO BID**

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

<b>BID NUMBER:</b>	SCM009/2023/24	<b>CLOSING DATE:</b>	11/04/2024	<b>CLOSING TIME:</b>	12h00
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<b>DESCRIPTION</b>	<b>RENDERING OF SECURITY SERVICES FOR TLM FACILITIES FOR A PERIOD OF 36 MONTHS.</b>
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**The successful bidder will be required to fill in and sign a written contract form (mbd7).**

**Bid response documents may be deposited in the bid box situated at (street address**

Municipal Main Building
Gen Delarey & Government Str
Delareyville
2770

**Supplier information**

<b>Name of bidder</b>					
<b>Postal address</b>					
<b>Street address</b>					
<b>Telephone number</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>Cellphone number</b>					
<b>Facsimile number</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>E-mail address</b>					
<b>Vat registration number</b>					
<b>Tax compliance status</b>	<b>TCS PIN:</b>		<b>OR</b>	<b>CSD No:</b>	
<b>B-BBEE status level verification certificate</b>	<input type="checkbox"/> Yes		<b>B-BBEE status level</b>		<input type="checkbox"/> Yes
<b>[tick applicable box]</b>	<input type="checkbox"/> No		<b>Sworn affidavit</b>		<input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs)]**



TSWAING LOCAL MUNICIPALITY

MBD 1

**MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<p><b><u>Are you the accredited representative in South Africa for the goods /services /works offered?</u></b></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]</p>	<p><b><u>Are you a foreign based supplier for the goods /services /works offered?</u></b></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3 ]</p>
<p><b><u>Total number of items offered</u></b></p>		<p><b><u>Total bid price</u></b></p>	<p>R</p>
<p><b><u>Signature of bidder</u></b></p>	<p>.....</p>	<p><b><u>Date</u></b></p>	
<p><b><u>Capacity under which this bid is signed</u></b></p>			
<p><b>Bidding procedure enquiries may be directed to:</b></p>		<p><b>Technical information may be directed to:</b></p>	
<p><b>Department</b></p>	<p>Budget and Treasury</p>	<p><b>Contact person</b></p>	
<p><b>Contact person</b></p>		<p><b>Telephone number</b></p>	<p>053 948 0900</p>
<p><b>Telephone number</b></p>	<p>053 948 0073</p>	<p><b>Facsimile number</b></p>	<p>053 948 1500</p>
<p><b>Facsimile number</b></p>	<p>053 948 1500</p>	<p><b>E-mail address</b></p>	
<p><b>E-mail address</b></p>			



**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. This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2022, the general conditions of contract (GCC) and, if applicable, any other special conditions of contract.

**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](http://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 OF BIDDER: .....

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

DATE: .....



**TSWAING LOCAL MUNICIPALITY**



**PART B**

**GENERAL CONDITIONS OF CONTRACT  
TENDER CONDITIONS**

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## GENERAL CONDITIONS OF CONTRACTS

### 3.1 Definitions

The following terms shall be interpreted as indicated:

- 3.1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 3.1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract from signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 3.1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of this contractual obligation.
- 3.1.4 “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.
- 3.1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 3.1.6 “Country of origin” means the place where goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basis characteristics or in purpose or utility from its components.
- 3.1.7 “Day” means calendar day.
- 3.1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

- 3.1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 3.1.10 “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.
- 3.1.11 “Dumping” occurs when a private enterprise abroad markets its good on own initiative in the RSA at lower prices than that of the country or origin and which have the potential to harm the local industries in the RSA.
- 3.1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or resolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.
- 3.1.13 “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.
- 3.1.14 “GCC” mean the General Conditions of Contract.
- 3.1.15 “Good” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 3.1.16 “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 transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 3.1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

- 3.1.18 “Manufacture” means the production of products in a factory using labour, materials components and machinery and includes other related value-adding activities.
- 3.1.19 “Order” means an official written order issued for the supply of goods or works or the procuring of a service.
- 3.1.20 “Project site” where applicable, means the place indicated in bidding documents.
- 3.1.21 “Purchaser” means the organization purchasing the goods.
- 3.1.22 “Republic” means the Republic of South Africa.
- 3.1.23 “SCC” means the Special Conditions of Contract.
- 3.1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 3.1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **3.2 Application**

- 3.2.1 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.
- 3.2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 3.2.3 Where such special conditions of contract are in conflict with these general conditions, the special shall apply.

## GCC

**3.3 General**

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

3.3.2 With certain exceptions, invitations for 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](http://www.treasury.gov.za).

**3.4 Standards**

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

**3.5 Use of contracts documents and information**

3.5.1 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 as far as may be necessary for purposes of such performance.

3.5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

3.5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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- 3.5.4 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.

GCC

### **3.6 Patent rights**

- 3.6.1 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.

### **3.7 Performance Security**

- 3.7.1 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 GCC.

- 3.7.2 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 contracts.

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or broad, 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

- 3.7.4 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.

### **3.8 Inspections, tests and analyses**

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

- 3.8.2 If it is a bid condition that supplies to be produced or services to be procured 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

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reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

**GCC**

- 3.8.3 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 payments arrangements with the testing authority concerned.
- 3.8.4 If the inspection, test 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.
- 3.8.5 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 by the supplier.
- 3.8.6 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.
- 3.8.7 Any contract supplies may, on or after delivery, be inspected; tested or analysed and may be 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 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 purchase 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.
- 3.8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

### **3.9 Packing**

- 3.9.1 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 precipitations 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.
- 3.9.2 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.

### **3.10 Delivery and documents**

- 3.10.1 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.

### **3.11 Insurance**

- 3.11.1 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.

### **3.12 Transportation**

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

### **3.13 Incidental services**

- 3.13.1 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;
- GCC**



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- (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; and
  - (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.

3.13.2 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.

### **3.14 Spare parts**

3.14.1 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.

### **3.15 Warranty**

3.15.1 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.

3.15.2 This warranty shall remain valid 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.

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

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

3.15.5 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.

### **3.16 Payment**

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

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

3.16.3 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.

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

### **3.17 Prices**

3.17.1 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.

### **3.18 Contract Amendments**

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

### **3.19 Assignment**

3.19.1 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.

**3.20 Subcontracts**

3.20.1 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.

**3.21 Delays in the supplier's performance**

3.21.1 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.

3.21.2 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 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.

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

3.21.4 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.

3.21.5 Except as provided under GCC clause 3.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 3.22, unless an extension of time is agreed upon pursuant to GCC clause 3.21.2 without the application of penalties.

3.21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

**3.22 Penalties**

3.22.1 Subject to GCC clause 3.25, 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

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shall, without prejudice to its other remedies under the contract, deduct from the contract

GCC

- 3.22.2 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 3.23.

### **3.23 Termination for default**

- 3.23.1 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 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 3.23.2 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 terminate.

### **3.24 Anti-dumping and countervailing duties and rights**

- 3.24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required of 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 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 procured, or is to deliver or procure in terms of the contract or any other contract or any other amount which may be due to him.

### **3.25 Force Majeure**

- 3.25.1 Notwithstanding the provisions of GCC clauses 3.22 and 3.23, the supplier shall not be liable for forfeiture or 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.

**GCC**

3.25.2 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 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.

**3.26 Termination for insolvency**

3.26.1 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

**3.27 Settlement of Disputes**

3.27.1 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.

3.27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by much 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.

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

3.27.4 Mediation proceedings shall be conducted in accordance with the rules or procedure specified in the SCC.

3.27.5 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.

**3.28 Limitation of liability**

3.28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to clause 3.6;

- (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 or use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**3.29 Governing language**

3.29.1 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.

**3.30 Applicable law**

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

**3.31 Notices**

3.31.1 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.

3.31.2 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

**3.32 Taxes and duties**

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

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

3.32.3 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.

**Tender Conditions****SCM 009/2023/2024****RENDERING OF SECURITY SERVICES FOR TLM FACILITIES FOR A PERIOD OF 36 months**

1. Tender must satisfy themselves that the documents are complete and in the same order as listed in the index. The Local Municipality of Tswaing will not be held responsible for any discrepancy or uncertainty.
2. Bidders are required to scan their fully completed tender document with all its returnable documents and submit it in a non –rewritable compact disc (CD-R) together with the hard copy document.
3. The Municipality does not bind itself to accept the lowest or any bid, or to disclose any reasons for their decision. The municipality further reserves the right to accept the whole or part of the bid should it deem fit.
4. The tender documents indicated above, must be completed and submitted in full (**Black Ink must be used and failure to use black ink WILL disqualify your tender**)
5. Tipex is not allowed on tender amounts.
6. It is the responsibility of the tenderer to ensure that their RFPs/Bid Documents are submitted before the closing time to the correct address.
7. Tenderers received after closing date and time are late and will not be considered.
8. Tender submitted by fax or email, post box, telex or telegram **Will Not Be Considered.**
9. The municipality will not be held responsible for documents lost through couriers, therefore bidders must ensure that couriered documents reach the required destination and are deposited in the correct tender box before the closing date and time.
10. The complete tender documents obtained must be submitted in the same order and not part thereof be removed or omitted.
11. Tenderers must attach proof of purchase of tender document.
12. Failure to submit a **VALID Tax Clearance Certificate** will invalidate your tender.
13. Municipal Preferential Procurement Policy Framework Act (Act No. 5 of 2000) and subsequent regulation shall apply.
14. Bidders must be registered with the central suppliers database, through self-registrations on [www.csd.gov.za](http://www.csd.gov.za)
15. No preference points will be claimed by bidders who fails to submit a BBB-EE certificate.



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**16. BIDDERS MUST ENSURE THAT FORM OF OFFER IS COMPLETELY FILLED AND SIGNED, FAILURE WHICH WILL INVALIDATE THE OFFER.**

17. The tenderers must take care that their offers with reference to the price must be quoted strictly in accordance with the units requested and on the form provided.
18. No preference points would be claimed if Preferential Procurement Regulations of 2001 form is not completed and signed.
19. Bids must be sealed and endorsed accordingly (Bid number be written on the envelope)

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**PART C**

**TAX CLEARANCE CERTIFICATE**

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement, bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit RFPs.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In RFPs where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

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**PART D**



**PREFERENCE POINTS CLAIM**

Preferential Procurement Regulation 2022

52. Specific goals

- (a) Company which at least 51% is owned by Black People
- (b) Company which is at least 51% is owned by women
- (c) Company which at least 51% is owned by people with disabilities
- (d) Company which 51% is owned by people living in rural underdeveloped areas
- (e) Locality

**Points to be allocated for specific goals and to promote economic development”**

1. The following conditions will stipulate the specific goals as contemplated in section 2(1) (d) (ii) of the Preferential Procurement Policy Framework Act, be attained.
2. A maximum of 20 points (80/20) preference points system or 10 (90/10) preference points system will be allocated for specific goals. These goals are as follow”
  - a) Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
  - b) the promotion of enterprise located in the local area (phased in approach to be applied for other RDP
3. On paragraph 2 (b) above 50% of the (20/10) points will be allocated to promote this goal. Points will be allocated as follows:

Local area of Supplier	Number of Points for Preference (50%)		Means of Verification
	80/20	90/10	
Within the area of Tswaing Local Municipality.	10	5	Company registration-physical address
Within the area of Ngaka Modiri Molema. District Municipality.	6	3	Company registration-physical address

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**MBD 6.1**

Within the area of North West Province.	4	2	Company registration-physical address
Within the Republic of South Africa.	2	1	Company registration-physical address

4. Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender
5. A tender failing to submit proof of required evidence to claim preference for other specified goals, which is in line section 2 (1) (d) (i) of the Act.
  - a) may only score in terms of the 80/90-point formula for price and;
  - b) Scores 0 points out of 10/5 of the relevant specific goals where the supplier or service provider did not stipulate the area where the business is operating and/ or locating.
6. The preference points scored by a tender must be added to the points scored for price
7. The points scored must be rounded off to the nearest two decimal places
8. The contract must be awarded to the tender scoring the highest points

<b>Specific Goals</b>	<b>Number of Points for Preference (80/20)</b>	<b>Number of Points for Preference (90/10)</b>	<b>Means of Verification</b>
Company which at least 51% is owned by Black People	10	5	CSD Report
Company which is at least 51% is owned by women	10	5	CSD Report
Company which at least 51% is owned by people with disabilities	10	5	Medical report indicating disability /CSD Report

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**MBD 6.1**

Company which 51% is owned by people living in rural underdeveloped areas	10	5	CSD Report
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**Identification of preference point system**

53. 1. Tswaing Local Municipality must, in the tender documents, stipulate—
- a) The applicable preference point system as envisaged in regulations 4, 5, 6 or 7;
  - b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.
2. If it is unclear whether the 80/20 or 90/10 preference point system applies, Tswaing Local Municipality must, in the tender documents, stipulate in the case of—
- a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

**80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million**

1. The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$P_s = 80 - \left( \frac{P_t - P_{min}}{P_{min}} \right)$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

2. A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. (The allocation of preference points for tenders above the quotation threshold to be decided and allocated per tender)

3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

4. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

**90/10 preference point system for acquisition of goods or services with Rand value above R50 million**

1. The following formula must be used to calculate the points out 90 for price in respect of an invitation for tender with a Rand value above R50 million, inclusive of all applicable taxes:

Where-

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

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.



2. A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender. (The allocation of preference points for tenders above the quotation threshold to be decided and allocated per tender)
3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
4. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

**80/20 preference points system for tenders for income-generating contracts with Rand value equal to or below R50 million**

1. The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million,

$$P_s = 80 - \left( \frac{P_t - P_{max}}{P_{max}} \right)$$

Where-

$P_s$  = Points scored for price of tender under consideration;

$P_t$  = Price of tender under consideration; and

$P_{max}$  = Price of highest acceptable tender.

2. A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. (The allocation of preference points for tenders above the quotation threshold to be decided and allocated per tender)
3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

4. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

**90/10 preference point system for tenders for income-generating contracts with Rand value above R50 million**

1. The following formula must be used to calculate the points for price in respect of a tender for income-generating contracts, with a Rand value above R50 million, inclusive of all applicable taxes:

$$P_s = 90 - 10 \left( \frac{P_t - P_{max}}{P_{max}} \right)$$

Where:

$P_s$  = Points scored for price of tender under consideration;

$P_t$  = Price of tender under consideration; and

$P_{max}$  = Price of highest acceptable tender.

2. A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender. (The allocation of preference points for tenders above the quotation threshold to be decided and allocated per tender)

3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

4. Subject to section 2(1) (f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

1. The regulation states that if feasible to contract above R 30 million, an organ of state must apply subcontracting to advance designated groups.
2. The term “feasible” is used in recognition of the fact that it may not always be possible to subcontract in all tenders due to the nature of some tenders. (For instance it may not be possible to sub-contract one piece of machinery that is above R 30 million).
3. Tswaing Local Municipality will identify procurement opportunities for designated groups where compulsory sub-contracting must be applied to all contracts/ projects above R30 million.
4. The responsibility to determine whether it is feasible or not rests with Tswaing Local Municipality. Tswaing Local Municipality must ensure participation of EMEs and QSEs in contracts or projects and not just dismiss this provision on the basis that it is not feasible without providing facts and objective analysis to substantiate their decision.
5. Notwithstanding the minimum 30% compulsory sub-contracting provision, Tswaing Local Municipality may identify procurement opportunities for participation of designated groups in contracts or projects below R30 million.
6. Tenders must be advertised with a condition that tenderers who fail to comply with this requirement would be disqualified.
7. The Central Supplier Database (CSD) has been upgraded to allow bidders/ contractors/ suppliers access to CSD for identification of potential subcontractors from the pool of EMEs or QSEs to advance designated groups.
8. In the case of construction and built environment sectors, nothing prevents bidders/ contractors/ suppliers to select sub-contractors from the CIDB database who are registered on the CSD for the purposes of compliance with the minimum 30% compulsory sub-contracting provisions.
9. Tenderers or contractors must submit proof of subcontracting arrangement between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between main tenderer and the subcontractor.
10. The responsibility for inclusion of compulsory subcontracting clause in the tender rests with Tswaing Local Municipality.

11. The responsibility to sub-contract with competent and capable subcontractors rests with the main contractor/ supplier in conjunction with Tswaing Local Municipality.
12. The contract will be concluded between the main contractor and Tswaing Local Municipality, therefore, the main contractor and not the subcontractor would be held liable for performance in terms of its contractual obligations.
13. Main contractors/ suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where primary contractor subcontracts with a subsidiary this must be declared in tender documents.
14. Tenders that do not meet subcontracting requirements are considered as being not acceptable tenders and must be disqualified and may not be considered for further evaluation or award.

#### **Criteria for breaking deadlock in scoring**

55. 1. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
2. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots. Which must be conducted by the Bid Evaluation Committee.

#### **Remedies**

56. 1. If Tswaing Local Municipality is of the view that a tenderer submitted false information regarding a specific goal, it must—
  - a) Inform the tenderer accordingly; and
  - b) Give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.
2. After considering the representations referred to in sub regulation (1)(b), Tswaing Local Municipality may, if it concludes that such information is false—
  - a) disqualify the tenderer or terminate the contract in whole or in part; andif applicable, claim damages from the tenderer.



**TSWAING LOCAL MUNICIPALITY**

**PART E**



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

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

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

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? <hr/> (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( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	<p>If so, furnish particulars:</p>		
4.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	<p>If so, furnish particulars:</p>		
Item	Question	Yes	No
4.4	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.4.1	<p>If so, furnish particulars:</p>		
4.5	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.7.1	<p>If so, furnish particulars:</p>		



**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.

<b>SIGNATURE</b>		<b>DATE</b>	
<b>NAME OF SIGNATOTY</b>			
<b>POSITION</b>			
<b>NAME OF BIDDER(COMPANY)</b>			

**TSWAING LOCAL MUNICIPALITY**



**PART F**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

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

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are

suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<b>SIGNATURE</b>		<b>DATE</b>	
<b>NAME OF SIGNATORY</b>			
<b>POSITION</b>			
<b>NAME OF BIDDER(COMPANY)</b>			

**TSWAING LOCAL MUNICIPALITY**



**PART G**

**DECLARATION OF INTEREST**

**DECLARATION OF INTEREST**

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

<b>3.1</b>	<b>Full name</b>	
<b>3.2</b>	<b>Identity number</b>	
<b>3.3</b>	<b>Company registration number</b>	
<b>3.4</b>	<b>Tax reference number</b>	
<b>3.5</b>	<b>Vat registration number</b>	

<b>3.6</b>	<b>Are you presently in the service of the state*</b>	<b>YES</b>	<b>NO</b>
<b>3.6.1</b>	<b>If so, furnish particulars.</b>		
<b>3.7</b>	<b>Have you been in the service of the state for the past twelve months?</b>	<b>YES</b>	<b>NO</b>

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

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
  
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.



<b>3.7.1</b>	<b>If so, furnish particulars.</b>

<b>3.8</b>	<b>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?</b>	<b>YES</b>	<b>NO</b>
<b>3.8.1</b>	<b>If so, furnish particulars.</b>		

<b>3.9</b>	<b>Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?</b>	<b>YES</b>	<b>NO</b>
<b>3.9.1</b>	<b>If so, furnish particulars</b>		

<b>3.10</b>	<b>Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?</b>	<b>YES</b>	<b>NO</b>
<b>3.10.1</b>	<b>If so, furnish particulars</b>		

<b>3.11</b>	<b>Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?</b>	<b>YES</b>	<b>NO</b>
<b>3.11.1</b>	<b>If so, furnish particulars</b>		

**4. CERTIFICATION**

**I, THE UNDERSIGNED (NAME) \_\_\_\_\_ CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

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

<b>SIGNATURE</b>		<b>DATE</b>	
<b>NAME OF SIGNATOTY</b>			
<b>POSITION</b>			
<b>NAME OF BIDDER(COMPANY)</b>			

**TSWAING LOCAL MUNICIPALITY**



**PART H**

**MUNICIPAL RATES AND TAXES**

**MUNICIPAL RATES & CHARGES CLEARANCE CERTIFICATE**

IT IS A CONDITION OF BIDDING I.R.O. GOODS, WORKS AND SERVICES ABOVE A TRANSACTION VALUE OF R15 000 (VAT INC) THAT –

1. The rates and taxes as well as other charges (eg. water and electricity accounts) of the successful bidder must be in order, or that satisfactory arrangements have been made with the municipality concerned to meet his/her obligations in this regard.
2. The attached form “Application for a municipal tax rates & charges Clearance Certificate” in respect of bidders must be completed in all respects and submitted to the municipality where the bidder or his/her business is located.

The relevant municipality will then furnish the bidder with a “Clearance Certificate” that will be valid for a period of twelve (12) months from date of issue.

3. This Clearance Certificate must be obtained by the bidder at his/her own cost and submitted in the original together with the rest of the bid documents.
4. Failure to submit the original valid Clearance Certificate may invalidate your bid.
5. In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate Clearance Certificate.
6. If a bidder resides in an area where rates and taxes are not payable, the bidder must submit an affidavit clearly stipulating such information together with a proof of residence from the tribal authority/municipality.
7. If a bidder resides in an area which is rented and the bidder is not the one responsible for rates and taxes, bidder must submit a lease agreement clearly outlining who is responsible for the rates and taxes between the lease and lessor
8. If bidder trades from home, the bidder must provide an affidavit clearly stipulating that the business trades from home and attach the rates and taxes certificate of that particular home.
9. If bidder rent a premise for his/her personal use or for the company to conduct business, provide lease agreement indicating who is responsible for the payment of account.
10. And the abovementioned information must be provided for the company and the individual directors of the company.

**APPLICATION FOR A TAX, RATES & OTHER MUNICIPAL CHARGES CLEARANCE  
CERTIFICATE (I.R.O. BIDDERS)**

<b>1. Full name of tax payer/bidder</b>				
<b>2. Trade name (if any)</b>				
<b>3. Identification No.</b>				
<b>4. Company/Close Company Registration No.</b>				
<b>5. Municipal Account No.</b>				
<b>Signature of person requiring Clearance Certificate</b>				
<b>Name</b>				
<b>Telephone No.</b>		<b>Code</b>		<b>Number</b>
<b>Residential Address</b>				
<b>Postal Address</b>				

**CLEARANCE CERTIFICATE BY MUNICIPALITY**

I, \_\_\_\_\_ (Full names) in my  
 capacity as \_\_\_\_\_ (Designation) Of the municipality of  
 \_\_\_\_\_ (Name of municipality)  
 hereby certify that:

- I have examined the municipal accounts of the above-named person/firm/company/close corporation and am satisfied that all his/her municipal accounts are up to date and fully paid.
  
- I have examined the above-named municipal accounts and have found the said accounts to be in arrears.

<b>Signature of official</b>		<b>MUNICIPAL STAMP</b>
<b>Name of Municipality</b>		
<b>Telephone No.</b>		
<b>Date</b>		

**NB: THIS SECTION MUST BE FILLED BY MUNICIPAL OFFICIAL AND NOT A BIDDER, AND STATEMENT OF MUNICIPAL ACCOUNT MUS ALSO BE ATTACHED.**

**\*\*\*Do not attaché an invoice. Strictly statement of municipal accounts is required.**

**TSWAING LOCAL MUNICIPALITY**



**PART I**

**AUTHORITY TO SIGN**

**AUTHORITY TO SIGN**

**TSWAING LOCAL MUNICIPALITY**

**AUTHORITY TO SIGN DOCUMENTS**

*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. Delete whichever is inapplicable.*

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

*The following documentation must be provided in all categories*

**Certified Copy of Extract from Minutes**

**Company Documentation**

**A. Certificate for company**

I,....., chairperson of the board of directors of  
 ..... , hereby confirm that by resolution of  
 the board taken on ..... 20.....,  
 Mr/Ms... .., acting in the capacity of  
 ....., was authorised to sign all documents in  
 connection with this tender and any contract resulting from it on behalf of the  
 company.

As witnesses:-

1. ....

Witness

Chairman

2. ....

Witness

Date



**AUTHORITY TO SIGN**

**B. Certificate for partnership**

We, the undersigned, being the key partners in the business trading as ..... hereby authorise 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 whom rests the direction of the affairs of the Partnership as a whole.

**AUTHORITY TO SIGN**

**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 authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE, NAME & CAPACITY
<b>Lead Partner (Partner 1)</b>		Signature: _____ Name: _____ Position: _____
<b>Partner 2</b>		Signature: _____ Name: _____ Position: _____
<b>Partner 3</b>		Signature: _____ Name: _____ Position: _____
<b>Partner 4</b>		Signature: _____ Name: _____ Position: _____

**D. Certificate for sole proprietor.**

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

trading as

.....

As witnesses:-

1. ....  
Witness

.....  
Signature: Sole owner

2.....  
Witness

.....  
Date

**AUTHORITY TO SIGN**

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as ..... hereby authorise 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 members upon whom rests the direction of the affairs of the Close Corporation as a whole.

In his capacity as: .....

Date: .....

Signature of Signatory: .....

**TSWAING LOCAL MUNICIPALITY**



**PART J**

TSWAING LOCAL MUNICIPALITY

**TECHNICAL SPECIFICATIONS**

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**TECHNICAL SPECIFICATION**

**TSWAING LOCAL MUNICIPALITY**

**SCM 009/2023/2024**

**TENDER SPECIFICATIONS**

**RENDERING OF SECURITY SERVICES FOR TLM FACILITIES FOR A PERIOD  
OF 36 months**

**TERMS OF REFERENCE**

**RENDERING OF SECURITY SERVICES TO MUNICIPAL FACILITIES.**

Tswaing local municipality invites security service providers to tender for the provision of security to Municipal facilities for a period of 36 months.

Provision of security to Municipal Buildings and facilities such as Municipal Offices, Community Halls, Sports and Waste Management Facilities.

<b>General</b>
1. Service providers are hereby invited to tender for the provision of security guarding services at municipal buildings and sites in the municipality
2. The tender must be valid for a period of 90 days from closing date of tender.
3. Prices quoted will be valid for a period of twelve months. Annual price increase for the subsequent periods must be according to CPI and not exceeding 10% will be allowed for.
4. Service providers and staff members must be registered with the Private Security Industry Regulatory Authority (PSIRA). Certified proof of registration of the company and staff must accompany the quotation. Failure to submit these documents with the quotation at the closing of the tender will result in the quotation not being evaluated and the tender will be deemed non responsive.
5. Proof of PSIRA registration of all new personnel which will be deployed at the Municipal sites, appointed during the duration of the contract, must be submitted to the Head of Department: Corporate Services or His/her Delegate. It will be considered as a breach of contract should it be discovered that any services within the scope of this tender is carried out by an unqualified and unregistered person
5.1 Guards on duty at specified time and place, incorrect uniform and possession of correct equipment.

**TECHNICAL SPECIFICATIONS**

**6. Shifts**

A 12-hour shift will start at 6:00 and end at 18:00

A 12-hour night shift will start at 18:00 and end 06:00

A seven (7) day day-shift week will commence from 06:00 on Monday and end at 18:00 on Sunday

A seven (7) day night shift week will commence from 18:00 on Monday and end 06:00 on the next week's Monday

**7. functions of the Service Provider**

**The service provider must:**

- Ensure that personnel are deployed at the sites on time, in correct attire and in possession of the necessary equipment.
- Ensure that the premises and guards be visited and inspected during a shift period excluding shift changes.
- Report any emergencies and any possible illegal activities to Tswaing local municipality's Delegated Official immediately.
- Control and supervise all personnel on duty.
- Ensure that all registers are up to date and available for inspection by the Municipality's delegated official
- Submit a monthly report to the Head of Department: Corporate Services or his/her delegate regarding all incidents within 10 working days after the end of the month.
- Make recommendations to Head of Department: corporate services or his/her delegate with regard to improvement or preventive measures with regard to security issues relating to a site.
- Ensure that the supervisor is available at all times.

**8. Function of guards:**

The guard on duty at the municipal site must:

8.1.1. Be on duty at least 15 minutes before the start of the shift and he /she may not leave the site before the time the shift has ended

8.1.2. fill in a daily log sheet indicating the following:

8.1.2.1. Shift start time

8.1..2.2 Shift end time

8.1.2.3. Visitors to the site-entrance and exit times

8.1.2.4. inspections from delegated Municipal Officials

8.1.3. Record inspection results and activities on hourly basis

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

8.1.5. Ensure that no unauthorized person enters the premises

8.1.6. Patrol the facilities and perimeters of the site



**TECHNICAL SPECIFICATIONS**

**6. Special Conditions for Security Personnel**

6.1. The following is required from all security personnel

6.1.1. Personnel must be dressed in full company security uniform when on duty.

6.1.2. When on duty, guards must be in possession of a truncheon, torch, fire arm and batons (where applicable) and a two way communication device.

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

6.1.4. All personnel must be registered at PSIRA

6.1.5. All personnel must have police clearance

6.1.6. All guards must at least have a Grade D security grading.

6.1.7. All guards must be fluent in two of the three official languages.

**10. General requirements – Service Provider:**

10.1. The service provider must have a 24-hour base station or dedicated control room in the vicinity of the municipality. Proof of address must be submitted with the tender documents. The control room will be inspected by a designated official.

10.2. The base station or control room must have an electronic two way radio base set and an emergency back-up service

10.3. The control room must have strict access control and it must be according to PSIRA standards. A PSIRA certificate with regard to the control room standard must be submitted with the tender documents.

10.4. Guards must be paid equal or above required PSIRA salary rates. Proof of rates of the service provider must be submitted with the tender documents.

10.5. The service provider must submit proof of a Public Liability Insurance Policy to the value of at least R10 Million providing cover against all claims (including claims related to the use or misuse of fire-arms), against the Council, Contractor or its employees.

10.6. The service provider must have at least two vehicles in road worthy condition and must submit a certified copy of the registration certificate and road worthy certificate of the vehicles. Where a service provider leases a vehicle, a copy of the lease agreement must accompany the tender documents

10.7. ICASA Radio License

10.8. Copies of NATIS Registration in company name

10.9. Firearm licenses or printout from SAPS

TSWAING LOCAL MUNICIPALITY

**TECHNICAL SPECIFICATIONS**

**DELAREYVILLE SECURITY CLUSTER**

<b>No</b>	<b>Premise</b>	<b>fire arm</b>	<b>Bayton</b>	<b>hand cuffs</b>	<b>torch</b>	<b>hand book</b>	<b>two way radio</b>
1.	Delareyville Main Office	No	Yes	Yes	Yes	Yes	Yes
2.	Delareyville Traffic	No	Yes	Yes	Yes	Yes	Yes
3.	Delareyville Stores	No	Yes	Yes	Yes	Yes	Yes
4.	Delareyville Technical	No	Yes	Yes	Yes	Yes	Yes
5.	Geysdorp pump station	No	Yes	Yes	Yes	Yes	Yes

<b>No</b>	<b>Premise</b>	<b>SOB/Grade</b>	<b>Mon-Sun D</b>	<b>Mon - Sun N</b>	<b>Total p shift</b>
1	Delareyville Main Office	C	4	4	12 hours
3	Delareyville Stores	C	2	2	12 hours
4	Delareyville Technical	C	2	2	12 hours
5	Henk Joubert	C	2	2	12 hours
6	Extension 8 hall	C	1	1	12 hours

**SANNIESHOF SECURITY CLUSTER**

<b>No</b>	<b>Premise</b>	<b>fire arm</b>	<b>Bayton</b>	<b>hand cuffs</b>	<b>Torch</b>	<b>two way radio</b>
1	Sannieshof Municipal Offices	NO	Yes	yes	Yes	Yes
2	Municipal Stores	No	Yes	yes	Yes	yes
3	Agisanang Municipal offices	No	Yes	yes	Yes	Yes

<b>No</b>	<b>PREMISES</b>	<b>SOB/Grade</b>	<b>Mon – Sun D</b>	<b>Mon – Sun N</b>	<b>Total p shift</b>
1	Sannieshof Municipal offices	C	2	2	12 hours
2	Municipal Stores	C	1	1	12 hours
4	Agisanang Sports Complex	C	1	1	12 hours

#### **OTTOSDAL SECURITY CLUSTER**

<b>No</b>	<b>Premise</b>	<b>fire arm</b>	<b>bayton</b>	<b>hand cuffs</b>	<b>Torch</b>	<b>two way radio</b>
1	Ottosdal Municipal Offices	NO	Yes	Yes	Yes	Yes
2	Municipal Stores	No	Yes	Yes	Yes	Yes
3	Letsopa Recreation Centre	No	Yes	Yes	Yes	yes

<b>No</b>	<b>PREMISES</b>	<b>SOB/Grade</b>	<b>Mon – Sun D</b>	<b>Mon – Sun N</b>	<b>Total p shift</b>
1	Ottosdal Municipal Offices	C	2	2	12 hours
2	Letsopa hall	C	2	2	12 hours

**ATAMELANG SECURITY CLUSTER**

<b>No</b>	<b>Premise</b>	<b>fire arm</b>	<b>bayton</b>	<b>hand cuffs</b>	<b>torch</b>	<b>two way radio</b>
1	Atamelang Municipal Offices	NO	Yes	yes	yes	Yes
2	Atamelang Sports Complex	No	Yes	Yes	yes	yes

<b>No</b>	<b>PREMISES</b>	<b>SOB/Grade</b>	<b>Mon - Sun D</b>	<b>Mon - Sun N</b>	<b>Total p shift</b>
1	Atamelang Municipal offices	C	2	2	12 hours
2	Atamelang Sports Complex	C	1	1	12 hours

**TSWAING LOCAL MUNICIPALITY**



**PART**

**K**

**REQUIRED DOCUMENTS**

## SUBMISSION OF REQUIRED DOCUMENTS

You are required to submit the following documents:

	DOCUMENTS REQUIRED	SOLE PROPRIETOR	CCS AND PRIVATE COMPANIES	PARTNERSHIPS	PUBLIC COMPANIES	BUSINESS TRUST	NON-PROFIT ORGANISATION	JOINT VENTURES	WHERE TO OBTAIN THE DOCUMENT	
1	<b>COMPANY REGISTRATION CERTIFICATE</b>	N/A	Certificate of Incorporation CK 1/ CK 2	Partnership Agreement	Certificate of Incorporation CM3	Trust Agreement	Certificate of Incorporation Section 21	N/A	Registrar Of Companies and CC's	
2	<b>ORIGINAL TAX CLEARANCE CERTIFICATE</b>	For the Owner or the business	For the company/CC	For Individual Shareholders	For the company	For the Trust	For the NPO	For the JV	SARS	
3	<b>CERTIFIED COPY OF GREEN BAR CODED ID/SMART CARD</b>	For the owner	Directors/members	Partners	Directors	Trustees	Directors	For all Parties to the JV(Directors/Members)		
4	<b>RATES AND TAXES FOR THE OWNER/SHAREHOLDERS/DIRECTORS<sup>1</sup> (See page 47 for More Info)</b>	For the owner	Directors/Members	Partners	Directors	Trustees	Directors	For all Parties to the JV(Directors/Members)	Municipality where they reside.	
5	<b>RATES AND TAXES FOR THE ENTITY(Attach Affidavit if working from home)(See page 47 for More Info)</b>	For the sole proprietor	For the company/CC	For the Partnership	For the company	For the Trust	For the Company	For All the Companies /CCs to the JV	Municipality where the entity is situated	
6	<b>BB-BEE/Sworn Affidavit</b>	For the sole proprietor	For the Company/cc \$	For the Partnership	For the Company	For the Trust	For The Company	For the JV	SANAS Accredited Accountant/Agency	
7	<b>JV Agreement</b>	NA	NA	NA	NA	NA	NA	YES		
8	<b>PROOF OF PURCHASE FOR THE TENDER DOCUMENT</b>	YES	YES	YES	YES	YES	YES	YES	Municipality where the document was Bought	
9	<b>Registered with CSD/CSD Report</b>	YES	YES	YES	YES	YES	YES	YES	Self-registration on <a href="http://www.csd.gov.za">www.csd.gov.za</a>	
10	<b>COIDA</b>	YES	YES	YES	YES	YES	YES	YES	Dept. Labour	
11	<b>PSIRA certificate</b>	YES	YES	YES	YES	YES	YES	YES		
12	<b>Proof of salary rates (equal or above latest PSIRA rates)</b>	YES	YES	YES	YES	YES	YES	YES		
13	<b>Audited annual financial statements for the past three years</b>	YES	YES	YES	YES	YES	YES	YES		
14	<b>Insurance of 03<sup>rd</sup> party liability cover of R10million</b>	YES	YES	YES	YES	YES	YES	YES		
15	<b>Firearm licenses or printout from SAPS</b>	YES	YES	YES	YES	YES	YES	YES		
16	<b>NATIS Registration in company name</b>	YES	YES	YES	YES	YES	YES	YES		
17	<b>ICASA Radio License</b>	YES	YES	YES	YES	YES	YES	YES		

**NB: Not submitting any of the abovementioned documents will render your tender non-responsive and as a result invalidate your offer.**

- 1 Current Rates and taxes certificate/Statement for the company (bidder) not in arrears for more than three months/ lease agreement if the property is rented, clearly stipulating who is responsible for the municipal rates and taxes/affidavit if working from home together with the home rates and taxes statements.**



- 2. Proof of residence & affidavit if residing in a village (clearly state on the affidavit that you don't pay rates and taxes, you reside and run business in the same address.**
- 3. Bidders are requested to attach lease agreement signed by both parties (Account holder and bidder) if working from home.**
- 4. Copy of a certified copy will not be accepted.**

**NB:** THESE DOCUMENTS TOGETHER WITH A FULLY COMPLETED TENDER DOCUMENT MUST BE SCANNED AND SUBMITTED ON A COMPACT DISC TOGETHER WITH THE HARD COPY DOCUMENTS (FOUR COPIES OF THE CD MUST BE SUBMITTED WRITTEN ORIGINAL, COPY 01 OF 3, COPY 02 OF 3, ETC.)

**TSWAING LOCAL MUNICIPALITY**



**PART L**

**CONTRACT TERM**

**TSWAING LOCAL MUNICIPALITY**

**SCM 009/2023/2024**

**RENDERING OF SECURITY SERVICES FOR TLM FACILITIES FOR A PERIOD OF 36  
months**

**CONTRACT TERM**

No representation regarding a renewal or continuation of contract after the termination date of this contract shall be valid unless recorded in writing in a new contract and signed by both parties.

**No renewal or continuation of the contract shall give rise to any expectation of further renewals or continuation of the contract.**

<b>SIGNATURE TENDERER</b>	<b>OF</b>		<b>DATE</b>	
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**TSWAING LOCAL MUNICIPALITY**



**PART M**

**PRICING SCHEDULE**

**PRICING SCHEDULES**

**PRICING SCHEDULE –NON-FIRM PRICES**

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

<b>Name of Bidder</b>		<b>Bid Number</b>	SCM008/2023/24
<b>Closing Time</b>	12H00	<b>Closing Date</b>	11/04/2024

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

<b>THE FOLLOWING WILL BE PERIODS TO CONSIDER PRICE ADJUSTMENTS</b>	
<b>1<sup>ST</sup> Anniversary from date of appointment</b>	<b>2<sup>ND</sup> anniversary</b>
<p><b>NOTE:</b></p> <p>1. The municipality hereby allows the abovementioned periods for price adjustments, taking into consideration volatile market conditions and allowing service providers to effectively and efficiently be in a position to quote prices that reflect value for money and a shared risk factor in terms of unforeseen price changes which might put either the municipality or the prospective bidder in jeopardy</p> <p>2. The service provider must when changing prices, substantiate that with proof.</p>	

**PRICING SCHEDULE**

**(PART A)**

NO	DESCRIPTION	GRADE	SHIFT	(QTY) NO OF GUARDS PER SHIFT	ESTIMATED NO OF DAYS PER MONTH	RATE PER GUARD EXCL. VAT	TOTAL COST PER MONTH EXCL VAT
<b>1. DELAREYVILLE</b>							
1.1	UNARMED	C	Mon-Sun-Day	11	31		
1.2		C	Mon-Sun Night	11	31		
<b>2. SANNIESHOF</b>							
2.1	UNARMED	C	Mon-Sun-Day	4	31		
2.2		C	Mon-Sun-Night	4	31		
<b>3. OTTOSDAL AREA</b>							

TSWAING LOCAL MUNICIPALITY

**PRICING SCHEDULES**

3.1	UNARMED	<b>C</b>	Mon-Sun-Day	4	31		
3.2		<b>C</b>	Mon-Sun-Night	4	31		

**4. ATAMELANG**

4.1	UNARMED	<b>C</b>	Mon-Sun-Day	3	31		
4.2		<b>C</b>	Mon-Sun-Night	3	31		

**SUB-TOTAL**

**VAT @ 15%**

**TOTAL**

**(PART B)**

**6. TACTICAL RESPONSE TEAM**

NO	DESCRIPTION	QUANTITY	RATE PER HOUR EXCL VAT	TOTAL RATE EXCL. VAT
6.1	Security Officer			

**SUB-TOTAL**

**VAT @ 15%**

**TOTAL**

**TOTAL TENDER PRICE  
(Inclusive of 15% VAT)  
(PART A AND PART B)**

**R**

**Period required for commencement with project after acceptance of bid**

TSWAING LOCAL MUNICIPALITY

**PRICING SCHEDULES**

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<b>Are the rates quoted firm for the full period of contract?</b>	<b>YES</b>	<b>NO</b>

TSWAING LOCAL MUNICIPALITY

**PRICING SCHEDULES**

<b>Required by:</b>	<b>TSWAING LOCAL MUNICIPALITY</b>		
<b>At:</b>	<b>CNR GENERAL DELAREY AND GOVERNMENT STR</b> <b>DELAREYVILLE</b> <b>2770</b>		
<b>Does the offer comply with the specification(s)?</b>			<b>YES</b>
<b>If not to specification, indicate deviation(s)</b>			<b>NO</b>
<b>Period required for delivery</b>			
<b>Delivery basis</b>			

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



Tswaing Local Municipality

**PRICING SCHEDULES**

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Any enquiries regarding bidding procedures may be directed to:

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**Any Enquiries Regarding The Bidding Procedure May Be Directed To**

<b>Tswaing local municipality</b>					
<b>Department</b>	Budget And Treasury	<b>Contact Person</b>		<b>Tel</b>	053 948 0073

**Any enquiries regarding Technical Information May Be Directed To**

<b>Department</b>	Corporate Services	<b>Contact Person</b>		<b>Tel</b>	053 948 0900
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<b>SIGNATURE OF TENDERER</b>		<b>DATE:</b>	
<b>NAME OF SIGNATORY</b>		<b>CAPACITY</b>	
<b>NAME OF FIRM(COMPANY)</b>			

**TSWAING LOCAL MUNICIPALITY**



**PART N**

**FORM OF OFFER**

**NB: COMPLETE AND SIGN THE OFFER PAGES.**

**FORM OF OFFER**

**RENDERING OF SECURITY SERVICES FOR TLM FACILITIES FOR A PERIOD OF 36 months**

The Purchaser has solicited offers to enter into a contract for rendering of security services for TLM facilities for a period of 36 months.

The tenderer, identified in the offer signature block, has examined the documents listed in the tender Document and addenda thereto as listed in the tender document table of contents, 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, the tenderer offers to perform all of the obligations and liabilities of the Supplier 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 Tender document.

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

In figures	In words
R	

**Enter an amount above only if the total of the Prices column in the Price List includes all the work included in the offer.**

This offer may be accepted by the Purchaser 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 Supplier in the conditions of contract identified in the Contract Data..

<b>SIGNATURE(S)</b>		<b>NAME(S)</b>	
<b>CAPACITY</b>		<b>NAME OF ORGANIZATION/COMPANY AND ADDRESS</b>	
<b>NAME OF WITNESS</b>		<b>SIGNATURE OF WITNESS</b>	

**TSWAING LOCAL MUNICIPALITY**



**PART O**

**FORM OF ACCEPTANCE**

**ACCEPTANCE**

**RENDERING OF SECURITY SERVICES FOR TLM FACILITIES FOR A PERIOD OF 36 months**

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tender supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tender supplier within five 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.

Signature(s)

.....

Name(s)

.....

Capacity

.....

For the

Employer

.....

.....

(Name and address of organization)

Date: .....

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**PART**

**P**

**EVALUATION CRITERIA**

**EVALUATION CRITERIA AND METHODOLOGY**

**1. FUNCTIONALITY:**

<b>Criteria</b>	<b>Required Documents</b>	<b>Maximum Points Obtainable</b>
<b>Relevant Experience of the Company</b>	References letters from previous or current clients	<b>30</b>
10 years or more = 30		
8 to 9 years = 20		
6 to 7 years = 10		
3 to 5 years = 5		
(Less than 3 yrs.) = 0		
<b>Key Personnel: Qualification and Experience</b>	Attach CV's and Certified Copies of Certificates, Identity Documents and Relevant qualification	<b>10</b>
<b>Operational Manager:</b>		
Security Management Diploma + Grade A Security Certificate		
5 or more years' security experience = 5 points 3 to 4 years security experience = 3 points		
<b>Supervisor/s:</b>		
Grade B Security Certificate		
5 or more years' security experience = 5 points 3 to 4 years security experience = 3 points		
<b>Financial Capacity :</b>	Letter from the bank reflecting Company Ratings, Banking Details.	<b>20</b>
Letter from the Bank reflecting Company ratings :		
A ratings = 20		
B ratings = 10		
C ratings = 6		
Lower than C and/or letter of good standing = 2 pts		
<b>TOTAL</b>		<b>60</b>
<b>Bidders must score a minimum of 45 out of 60 points (75%) to be evaluated further</b>		

**1. PRICE AND SPECIFIC GOALS**

Bidders will be evaluated on price and specific goals, evaluation for Price and Specific Goals shall be based on the 80/20 PPPFA principle and the points for evaluation criteria are as follows on each bid.

<b>Evaluation Criteria</b>		<b>Points</b>
1.	Price	<b>80</b>
2.	Specific Goals	<b>20</b>
3.	Total	<b>100</b>



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**PART Q**

**COMPACT DISC (CD) REQUIREMENTS**

**EXAMPLE DISC**



**Bidders must scan the entire document together with all the attachments, and burn that information in a non-rewritable disc.**

The following documents must be ensured that are scanned:

- The completed tender/proposal document.
- All returnable documents, including and not limited to Tax clearance certificate, BB-BEE certificates, registration documents, Certified ID Copies.
- 

**It is very important that bidders do so as such information act as a backup mechanism should bidder's documents, which are required for evaluation go missing.**

**Bidders must make four copies of the same CDs and attach them to the hardcopy documents.**

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**PART R**

**CHECKLIST**

**Checklist of documents to be submitted:**

*Please tick in the relevant block below*

**YES**

**NO**

Company registration documents listing all members with percentages, in case of a CC/PTY LTD

Proof of ownership i.e. Shareholding CK1/CK2, Partnership agreement, Shareholding CM3

Original valid Tax Clearance certificate.

Latest Certified copies (Copy with original stamp of not more than 3 months) of all share certificates (i.e. copy with original stamp), in case of a company.

Updated rates and taxes certificate (SCM 5) not older than three months for the company, proof of residence / affidavit from SAPS if working from home.

Updated rates and taxes certificate (Municipal Accounts) for Directors/Members of the company not older than three months.

Proof of residence and affidavit from SAPS if working from home, clearly stating under oath that the company works from home.

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**CHECKLIST**

- 
- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Proof of residence and affidavit from SAPS if the place you reside in is not paying rates and taxes, clearly stating under oath that the people residing there, do not pay for rates and taxes. |
| <input type="checkbox"/> | <input type="checkbox"/> | Updated BEE rating certificate issued by a SANAS Accredited BEE verification agency OR Sworn affidavit for EME or QSE   |
| <input type="checkbox"/> | <input type="checkbox"/> | Proof of purchase of tender document/Receipt (Original Copy)( ONLY IF APPLICABLE)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Joint Venture Certificate (Only in Case of a Joint Venture)   |
| <input type="checkbox"/> | <input type="checkbox"/> | List of references of past and present clients (name of institution, Nature of work, Duration of contract, tendered amount, contact person with office telephone number)                        |
| <input type="checkbox"/> | <input type="checkbox"/> | Authority to sign in the company letterhead   |

**Please ensure that the following documents are completed:**

- | <b>YES</b>               | <b>NO</b>                |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Completed specifications  |
| <input type="checkbox"/> | <input type="checkbox"/> | Completed Bid Conditions  |
| <input type="checkbox"/> | <input type="checkbox"/> | Completed Economic Empowerment                                  |
| <input type="checkbox"/> | <input type="checkbox"/> | Completed Price Schedule with detailed breakdown                |
| <input type="checkbox"/> | <input type="checkbox"/> | All pages of the tender and supporting documents are initialled |

**CHECKLIST**

 

The tender document completed in black ink

 

All relevant forms signed

 

The tender document has not been tempered with, it is in the same order and not part there of removed or omitted.

 

One original tender document with four soft copies in CDs (clearly marked as original and copy 1 of 4, 2 of 4, 3 of 4, 4etc)

Kindly take note that:

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

<b>SIGNATURE</b>		<b>DATE</b>	
<b>NAME OF SIGNATORY</b>			
<b>POSITION</b>			
<b>NAME OF BIDDER(COMPANY)</b>			

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**CHECKLIST**

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