



BID NO: COM16/2024

APPOINTMENT OF A PANEL OF SECURITY SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS

CLOSING DATE: 7 MAY 2024 @11H00

NAME OF BIDDER: _____

BID PRICE: _____



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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF MBOMBELA					
BID NUMBER:	COM16/2024	CLOSING DATE:	7 MAY 2024	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF SECURITY SERVICES FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MUST BE SUBMITTED IN THE TENDER BOX LOCATED @ NO: 1 NEL STREET; MBOMBELA; 1200; MBOMBELA CIVIC CENTRE NEXT TO THE MAIN ENTRANCE.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
Financial Management Services Supply Chain Management Nomsa Ndukuya Telephone Number: 013 759 9052 Email Address: nomsan@mbombela.gov.za			Community Services Jomo Malupe Telephone Number: 013 759 9217/ 2133 Email Address: Jomo.Malupe@mbombela.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE SUBMITTED IN THE BID BOX SITUATED IN THE ENTRANCE BEFORE THE CLOSING DATE
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.
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)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> 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:



BID NO: COM16/2024
CLOSING DATE: 7 MAY 2024 AT 11:00

APPOINTMENT OF A PANEL OF SECURITY SERVICE PROVIDER FOR PROVISION OF PHYSICAL SECURITY FOR CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS

Bids are hereby invited from experienced service providers for provision of physical security for the City of Mbombela

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 5 April 2024 on the City's website: www.mbombela.gov.za on the tenders and notices' folder and National Treasury e-Tender Portal: www.etenders.gov.za, free of charge.

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, LATEST RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RES FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED BY THE LESSOR'S UPTODATE RATES AND TAXES CLEARANCE (WHERE APPLICABLE) FOR BOTH THE BUSINESS DIRECTORS AND COMPANY, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: "BID NO.: COM16/2024 APPOINTMENT OF A PANEL OF SECURITY SERVICE PROVIDER FOR PROVISION OF PHYSICAL SECURITY FOR CITY OF MBOMBELA, with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date 06 May 2024.

Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted or considered.

Compulsory briefing session shall be held on the 12 April 2024, 10h00 at Mbombela Stadium Auditorium.

Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of specific targeted goals as per the City's Preferential Procurement Policy, 2023.

Supply Chain Management	:	Nomsa Ndukuya (013) 759 9052
Project Manager	:	Jomo Malupe (013) 759 9217/ 2133
Employer	:	City Manager: Mr W. Khumalo
		City of Mbombela
		Po Box 45; Mbombela; 1200

NB: The results of this bid will be published on council website as prescribed on the MFMA sec 75 (1) (g) and SCM regulations, sec. 23 (c).

SPECIAL CONDITIONS OF THE BID

1. SUBMISSION OF TENDERS

The tender is to be made out on the tender form attached hereto, which must not be detached from this document, and the completed document, fully priced, extended and totalled, completed in all respects, signed and is to be sealed in an envelope which is to be enclosed and delivered in accordance with the instructions contained on the Invitation to Tender.

Proof of posting of a tender will not be accepted as proof of delivery to the appropriate place for the receipt of tender.

Tenders will be opened in public immediately after the advertised closing date.

The information to be submitted by prospective bidders will only be used for tender purposes taking into consideration the Protection of Personal Information Act (POPI Act).

2. TENDER DEPOSIT

Tender documents can be downloaded from the following link: www.mbombela.gov.za, in the tenders and notices folder and National Treasury e-Tender Portal: www.etenders.gov.za, free of charge.

3. ADJUDICATION OF TENDER

The City of Mbombela will not be bound to accept the lowest or any tender and also reserves the right to cancel the tender when deemed necessary.

The tender will be adjudicated by the City in terms of the Preferential Procurement Policy Framework Act, no. 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022 and the City's Preferential Procurement Policy, 2023, where 90 points will be allocated in respect of price and 10 points in respect to specific targeted goals.

Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorised signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non responsive.

A bid not complying with the mandatory requirements stated in the bid document will be regarded as non-responsive and as such will be rejected. If a Bid has not been properly signed by a party having the authority to do so, according to the example of "Authority for Signatory" will be rejected. This condition will not apply to companies owned by one director / member / sole proprietorship.

A bid will be rejected if any municipal rates and taxes or municipal service charges owed by the bidder (business) or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. Similarly, none submission of proof of valid and up-to-date rates and taxes statement will render the submission non-responsive. Bids will be rejected if the bidders or any of the directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. Bids will be rejected if the bidder

has abused the CoM's Supply Chain Management System or SCM Processes of any state institutions.

MBD 1 will regarded as a FORM OF OFFER and if the forms is not completed in full and signed by the authorised signatory, the submission will be regarded as non-responsive.

4. COMPLETION OF TENDER DOCUMENTS & COMPULSORY RETURNABLE DOCUMENTS

Tenders will only be considered on receipt of this tender document correctly completed with all insertions in black ink and signed.

The following compulsory documentation **MUST** be attached in order for the bid to be considered: **Failure to attached will render the Bid none responsive**

COMPULSORY SUBMISSION	ATTACHED	NOT ATTACHED	Remarks
Company Registration Certificate			
Full Central Supplier Database (CSD) report (Summary report will NOT be acceptable) N/B CSD Report date should not be more than 30 days before Bid closing date			
SARS TAX COMPLIANCE STATUS, Formal agreement in case of a joint venture or consortium, in bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status;			
PSIRA Letters of Good Standing; - for the past 12 Months indicating compliance (attached x4 quarterly Certificates consecutively).			
Proof of Guard; Monitoring system capable of generating reports, tracking guards' movement; panic and GPS option. Bidders must attach proof of purchase or signed agreement in case of lease indicating system capabilities			
Copy of Security Public Liability insurance (R 5 000 000, 00);			
Director/Shareholder registration certificate with PSIRA Grade A			
Company PSIRA Registration Certificate;			
UIF letter issued by the Department of labour			
COIDA Registration Certificate; (Relevant for Security Service) See attached classification of industries from compensation funds in line with COIDA Act of 1993			
Proof of pension fund contribution for the past six months uninterrupted, in case of active contracted companies. this condition will not apply to non-active contract companies			
NBCPSS Health affinity insurance Certificate and NBCPSS Proof of registration			
Proof of ownership of ID and Disc scanners (Proof of purchase) or relevant lease agreement			

Company's latest three-year relevant annual financial statement, consecutively;			
Authority to possess Fire Arms (The South African Police Services letter) The approval to possess fire arms in terms of the Fire Arms control Act, Act 60 of 2000 must have been granted by the relevant authority prior to the closing of the bids. (No applications forms will be considered)			
Rates and taxes for Companies and Company Directors must not be in arrears for more than 90 days and should be stamped by the local authority of origin			
Companies should have a minimum of three years' Security experience registered with PSIRA. NB: Company experience. In case of the joint venture, the lead partner should have a minimum of three years security experience registered with PSIRA (Attached Proof of registration for a period of 3 years with PSIRA)			
Company directors SAPS69 attachment (No Criminal Record)			
Proof of fully equipped local control room and copy of ICASA license			
Current up to date Municipal rates taxes statement of the company and company director. In case of a lease bidders are expected to attach a valid lease agreement with the lessor's current municipal rates and taxes statement)			

NB: All qualifications, proof of purchases and licenses must be certified. All certified copies must be valid for three months

5. COMPULSORY BRIEFING SESSION

12 April 2024, 10h00 at Mbombela Stadium Auditorium

6. TAXES AND DUTIES PAYABLE

Bidders shall allow in their tender for the payment and recovery of all taxes and other duties. No claims for additional payment in this respect will be considered. Prices and rates quoted shall be inclusive of Value Added Tax (VAT). VAT shall be recorded as a lump sum in the tender summary and the total inclusive of VAT carried to the Form of Tender.

7. WITHDRAWAL OF TENDER

In the event of the successful tender failing to execute the service in terms of this tender, the Municipality shall be entitled to cancel the contract summarily, in which event the Bidder shall be liable for any additional expense incurred by reason of the Municipality having to call for fresh tenders or having to accept any less favourable tender.

8. NOTICE OF BIDDERS

Should any additions or alterations to the document as issued to Bidders be deemed necessary prior to the date for submission of tenders, these will be issued to Bidders in the form of Notices to Bidders and will form part of the tender document.

The Notices to Bidders shall be completed where applicable by Bidders, signed, dated and returned with the tender documents.

9. PERIOD OF VALIDITY OF TENDERS

The bids submitted by the service providers will be valid for a period of hundred and twenty (120) days and the validity period may be extended for further period of thirty (30) days. The following procedures and processes shall be followed in extension of the validity date.

- (a) Requests for the extension of validity dates must be extended to all service providers.
- (b) Proof should be provided that all services providers shown interests in the bid have been contacted.
- (c) Service providers have consented on the extension.
- (d) Bidders that have not responded or rejected the request for the extension of the validity will be eliminated from the processes.
- (e) That any prices changes resulting from the extension of the validity date shall be taken into considerations when evaluating bids.
- (f) The request for the extension for the validity date extended to interested service providers shall have a (seven) 7 working dates respond period.
- (g) Every case will be treated on its own merit, however, non-response from the services providers does not render the entire project null and void.

10. PRICE

The City reserves the rights to average all rates offered to determine the pricing

Bid prices will be regarded as fixed for the first twelve months, escalations will be adjusted in line with the determinations from the Department of labour and no additional cost will be added. Bid prices must be in South African currency.

Prospective bidders must ensure that the total bid price is reflected on the form of offer on page 3 of the tender document and failure to sign or reflect the total tendered amount will render the submission non-responsive.

13. DELIVERABLES

The contract will be based on a once off as per specifications.

NOTES / CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.

Preamble

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
1.	Company Registration Certificate	<p>a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008</p> <p>b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984</p> <p>NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.</p>	Has the bidders attached a valid company registration document in line with the applicable legislation?	
2.	Company Profile	<p>a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company”</p>	Has the bidder attached a company profile and its experience is relevant to add value on this project?	

<p>3.</p>	<p>Certification of documents to be submitted together with the tender document.</p> <p>I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.</p>	<p>a) The certification of documents must be done by a commissioner of oath as prescribed in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations.</p> <p>b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or notary public (who are members of a recognised professional body), Actuaries or accountants (who are members of a recognised professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business.</p> <p>c) <i>Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</i></p> <div data-bbox="808 738 1561 1034" style="border: 1px solid black; padding: 5px;"> <p>CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS.</p> <p>Designation (rank) .....ex officio: RSA</p> <p>Date: Place</p> <p>Business Address:</p> <p>.....</p> <p>.....</p> <p>Commissioner of Oaths</p> <p>.....</p> <p>Signature Full Names</p> </div> <p>NB: All certified copies must NOT exceed three months and be originally certified.</p>	<p>Has the bidder certified all documents to be certified as per special conditions of bid? Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.</p>	
<p>4.</p>	<p>Central Supplier Database (CSD) Full report, (Summary report will NOT be acceptable). N/B CSD Report date should not be more than 30 days before Bid closing date.</p>	<p>a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.</p>	<p>Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report</p>	

			is not older than 30 days from the closing date?	
5.	Tax Compliant Status (TCS)	a) Prospective bidders are required to attach a valid TCS together with the tender document.	<p>Has the bidder attached a valid (not expired) TCS?</p> <p>The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder</p>	

			to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above (See MFMA Circular No: 90) .	
6.	Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor (to claim points only) .	<p>a) EMEs in terms of the B-BBEE Act 53 of 2003 may submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate.</p> <p>b) Bidders other than EMEs and QSEs MUST submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium & large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a</i></p>	<p>Is the copy B-BBEE Certificate valid?</p> <p>Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid?</p> <p>If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations?</p> <p>Is the copy of B-BEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act?</p>	

		<i>disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i>	Is the affidavit for B-BBEE stamped and signed by commissioner of oaths? I.e. full names and signature, force/practice number, designation / rank, date and address. Is the certification date not older than 3 months and original ink is clear on the document to confirm if it is originally certified?	
7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	a) The JV/consortium must amongst others, reflect clear profit and losses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	

<p>9.</p>	<p>Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors</p> <p style="text-align: center;">OR</p> <p>Proof of resident from tribal authority for the business and all business directors</p> <p style="text-align: center;">OR</p> <p>Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority.</p> <p>NB: All accounts owing any municipality for more than 90 days will be disqualified as prescribed on the MSCM Regulations and Supply Chain Management Policy.</p>	<p>a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors.</p> <p>b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors.</p> <p>c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with lessor's latest municipal rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority.</p> <p>NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent.</p> <p>Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease. The rationale behind this requirement is the enhance revenue</p>	<p>Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners?</p> <p>In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate?</p> <p>Is the account not in areas for more than 90 days (3 months)?</p>	
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		in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.		
10.	<p><u>Forging of documents/certificates</u></p> <p>The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders. Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.</p> <p>Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (see section 28 of this Act).</p>	<p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: <i>“any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, forgery or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official”</i>.</p> <p>Section 34(2) of the same Act stipulates that: <i>“subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence”</i>.</p>	<p>Are there any suspicious / alleged fraudulent or forged documents? If yes, has the matter been reported to the nearest SAPS following correct institutional protocol? Has the matter been registered with the Registrar to enable due processes and per the Act?</p> <p>NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.</p>	
11.	<p>Recent audited / independently reviewed financial statements for three consecutive years.</p> <p>NB: if a company provides any financial statements in terms of section 29 of the Companies Act,</p>	<p>a) Applicable to private companies that are not managed by its owners, if:</p> <ul style="list-style-type: none"> - It compiles its financial statement internally and its public interest score is less than 100. 	<p>Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million?</p>	

	such statements must comply with the provision of the Act.	<ul style="list-style-type: none"> - It has its financial statements compiled independently and its public interest score is between 100 and 349. - the public interest score is 350 points or more, is required for an audit to be conducted. 	Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5? False / mismatched / inconsistent declaration may lead to immediate disqualification.	
12.	Recent annual financial statement (AFS) for three consecutive years (unaudited AFS). NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	<p>a) Applicable to private companies with a public interest score of less than 100.</p> <p>b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities issued by that company is also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed.</p> <p>NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so.</p>	Has the bidders furnished MBD 5 as mandatory? Has the bidder attached the relevant AFS as required by law in line with his/her declaration on MBD 5?	
13.	Functionality / Quality for evaluation of complex projects	<p>a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc.</p> <p>NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.</p>	Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and other target goals? Has the bidders been scored in line with the evaluation criteria set on the tender document? All portfolio of evidence attached and certified as stated on the bid document?	

PROVISION OF SECURITY SERVICES FROM COMPETANT SERVICE PROVIDERS FOR THE CITY OF MBOMBELA FOR THE PERID OF 36 MONTHS

1. CONTRACT REQUIREMENTS

1.1.1 SCOPE

This is a fixed term contract and valid for three years from the commencement date of the contract. The contract is for the supply of physical security to the CITY OF MBOMBELA installations and premises. The City of Mbombela is divided into four regions namely; Central Region; covering Satellite offices at the Groove, Kanyamazane, Elandshoek, Mbombela Head office and installations and premises within these areas. Northern Region; covering the satellite office at Hazyview, Northern part of the area installations and premises. Eastern Region; covering the Satellite office at White River, Kabokweni and Malekutu including installations and premises in these areas. Southern Region; covering the Satellite office at Barberton, Matsulu and Louw's Creek farm areas installations and premises in these areas.

NB!!! Only a maximum of twelve (12) service providers will be appointed

1.1.2 DEFINITIONS

Unless inconsistent with or otherwise clearly indicated by the context, the following terms shall have the meanings assigned to hereunder, namely:-

“24/7” shall mean twenty-four hours a day, seven days a week- i.e. every day and night of any year;

“**Client Department**” refers to Departments within the City of Mbombela that receives security services in terms of Bid No 16/2024 from the Service Provider;

“**Coordinating Department (Employer)**” refers to the **Community Services** (Public Safety), the coordinator for the procurement and rendering of the security services;

“**Guard Monitoring system**” refers to a system designed for logging/ tracking of security personnel movement and general management of security operations with GPS capabilities and panic option (in the City of Mbombela's context).

“**Industry**” refers to the private security industry;

“**Parties**” refers to the City of Mbombela and the Service Provider;

“**Province**” means the Mpumalanga Province as contemplated in the Constitution of the Republic of South Africa;

“**Security Manager**” means the security manager from the Coordinating Department responsible for the monitoring and reporting to the Coordinating Department on the services rendered by the Service Provider;

“**Security Officer**” means an employee of the Service Provider that is deployed at the sites of Mbombela Municipality rendering security services;

“**site**” means the allocated City of Mbombela premises that should be under the supervision of the security service providers in Mbombela;

“**the Act**” means the Private Security Industry Regulation Act, No. 56 of 2001.

“**the Contractor**” means Security Service Providers contracted to the City of Mbombela Municipality

“**manpower schedule**” means a **roster**, and is a list of employees, and associated information e.g. location, working times, responsibilities for a given time periods necessary for the day-to-day operation.

1.2 QUANTITIES

1.2.1 It is expected that the quantities as shown on the Schedule of Manpower and Rates will be required during the period of the contract. These quantities are given in good faith and without commitment from CITY OF MBOMBELA.

1.2.2 The City reserves the right to increase or reduces the quantities on Schedule of Manpower during the term of contract guided by prevailing Security risks and Security Master Plan.

1.2.3 The Contractor shall be bound to supply whatever quantities CITY OF MBOMBELA requires during the period of the contract, irrespective of the extent by which the total quantities ordered may vary from those set out on the Schedule of Manpower and Rates.

NB!!! Only a maximum of twelve (12) service providers will be appointed

1.3 GENERAL DUTIES

1.3.1 To perform access control duties and patrol the premises to prevent unauthorized persons from entering for and removing equipment or material from the premises concerned.

1.3.2 To guard and protect buildings, equipment and material against damage, theft and vandalism.

1.3.3 To protect staff, employees, visitors and customers by preventing or minimizing risk of injury, including death.

1.3.4 To apprehend any suspicious person on the premises and to take action as mandated and required in terms of the Laws of the RSA.

1.3.5 To report any suspicious action or unusual occurrence to the Coordinating Directorate Public Safety.

1.3.6 To manage operations and ensure that guards are supervised on a daily basis and that they are equipped to perform their duties as agreed upon.

1.3.7 To report any incident to the Co-ordinating Directorate Public Safety's Security Division and the South African Police Services.

- 1.3.8 To patrol all the areas of the site in order to prevent criminal and suspicious activities. In order to improve site credibility the employer may rotate service providers from one site to another within allocated region and beyond guided by prevailing security risks.
- 1.3.9 To prevent and remove persons from illegal dumping, erecting of structures on and occupying premises under the Employers control. To prevent persons from erecting structures or occupying land illegally or dumping on the sites. This will include crowd control capabilities.
- 1.3.10 To monitor security threats and risks within the Co-ordinating Directorate Public Safety and provide an early warning to facilitate proactive interventions.
- 1.3.11 To generate daily/monthly/quarterly and annual performance reports consistent with the Guard Monitoring system.
- 1.3.12 The Service Provider shall acquaint himself/herself/ company with the prescripts of the City of Mbombela's Security policy upon appointment.

1.4 ADMINISTRATIVE AND FINANCIAL RESOURCES.

- 1.4.1 The Contractor must demonstrate the capacity to have the administrative and management infrastructure and capacity to manage and control the contract at the time of commencement of the contract.
- 1.4.2 The Contractor must give access to its premises to the Employer at any time for inspection purposes. These facilities must be acceptable for the running of a security business and be equipped with fully functioning equipment and manned by skilled staff.
- 1.4.3 The successful bidder must have a financial capacity of commencing the project with no hindrance. THE SERVICE PROVIDER IS RESPONSIBLE FOR REMUNIRATING OF THE EMPLOYEES IN TIME AND INLINE WITH THE PSIRA GUIDELINES. SHOULD THE SERVICE PROVIDER FAIL TO REMUNURATE ITS EMPLOYEES CONTRACTED WITH THE MUNICIPALITY WORKING SITES, THE MUNICIPALITY RESERVES THE RIGHTS TO PAY THE EMPLOYEES DIRECTLY AND RECOVER THE COSTS PLUS TEN PERCENT FROM THE COMPANY.

1.5 OPERATIONAL REQUIREMENTS

- 1.5.1 Companies must provide vehicles that are registered under the contractor's name.
- 1.5.2 Contractor must have firearms with a valid and proper license registered in the name of the Company.
- 1.5.3 The Service Provider must provide a Guard Monitoring system as defined. In the event of different interpretation of guard monitoring system the City's definition shall prevail.
- 1.5.4 All High Risk Institutions shall be provided with Quad Bikes and Guard Monitoring System by the service provider.

1.6 PLACE OF SERVICE DELIVERY

The current requirement of fixed positions to be manned and to be tendered for will be presented at the compulsory site briefing. The tenderer must be in a position to provide the service within the geographical borders of the CITY OF MBOMBELA area of responsibility. The city is divided into four regions consisting of Central Region, Northern Region, Eastern Region and Southern Region.

NB!!! Only a maximum of twelve (12) service providers will be appointed

1.7 SCHEDULE OF RATES

1.7.1 The Contractor will be required to complete the Schedule of Manpower and Rates in this document.

1.7.2 All rates must include Value Added Tax.

1.7.3 The schedule must reflect a period of three years, i.e year one, year two and year three.

1.7.4 A breakdown of the manpower schedule must be fully completed as stipulated under contract 001 to 004 depending on the contract tendered for.

1.7.5 The tenderer shall when pricing for this tender take into account the terms and conditions of the three year wage determination agreement concluded for the Private Security Sector. No adjustments will be made during the first 12 months of the contract.

1.8 DAMAGE

Any damage caused, whether willful, accidental or negligence, by the contractor or his staff to the City of Mbombela's property must be repaired or replaced at the Contractor's expense. Any property found damaged by other which could implicate the Contractor in any way must be reported to Sub-Directorate Public Safety before any services commences.

1.9 STANDARDS

In terms of this contract, Contractors and their employees utilized on the premises of the Employer shall at all times during the term of this agreement be registered in terms of the Private Security Industry Regulation Act (Act 56 of 2001) and comply with the Private Security Industry Regulations, 2002, which came into operation with the Act on 14 February 2002 and amended from time to time.

The Service provider shall remain in good standing with PSIRA for the entire term of contract.

Certified copies of the relevant certificates shall be forwarded to the Employer before commencement of the agreement.

Potential Successful Bidders will be subjected to screening by the State Security before appointment, adverse findings will render the Bid none responsive.

1.10 LAWS TO APPLY

1.10.1 The contract shall in all respects be construed in accordance with the Laws of the Republic of South Africa and any differences that may arise between the client and the Contractor in regard to the contract shall be settled during Arbitration Processes or the Courts of the Republic of South Africa.

1.10.2 The Contractor shall comply with, but not limited to the following relevant legislation and subject to any amendments of these frameworks and should any of these above be amended or replaced, the replacement or amendment should be adhered to:

1.10.2.1 The Private Security Industry Regulation Act (Act no 56 of 2001).

1.10.2.2 The Private Security Industry Regulations, 2002, dated 14 February 2002.

1.10.2.3 The Appeal Regulations, 2002, promulgated on 14 February 2002.

1.10.2.4 Provisions from the Security Officers Act 92 of 1987 concerning funding and improper conduct.

1.10.2.5 The Compensation for Occupational injuries and diseases Act (Act no 103 of 1993).

1.10.2.6 All provincial ordinances and Local Authority by-laws and all relevant regulations promulgated there under having an effect on the business of the security personnel provided in terms of this contract.

1.10.2.7 The Occupational Health and Safety Act (Act no 85 of 1993). The contractor will carry out his obligations, including the appointment of officials, in accordance with the requirements of this Act.

1.10.2.8 The Criminal Procedures Act (Act no 51 of 1977)

1.10.2.9 The Firearms Control Act (Act no 60 of 2000).

1.10.2.10 Control and Access to Public Premises and Vehicles Act, 1985 (Act no 53 of 1985).

1.10.2.11 Code of Conduct for Security Service Providers, 2003 (Prescribed under the private Security Industry Regulation Act, 2001; Code of Conduct is applicable.

1.11 REGISTERED OFFICE AND COMMUNICATION

The Contractor must maintain a 24/7 operation and permanently based office during (the period of the contract) so that messages and instructions etc., may be relayed through it to the field staff. The contractor must be in possession of a functional (Radio Control Room, cellular phones and permanent registered telephone/s and fax line) for effective communication of the parties.

Site visit will be conducted after appointment. All successful bidders will be expected to have a fully functional control room within 14 days after appointment and failure to adhere will lead to immediate termination of the contract.

1.12 MANAGEMENT AND SUPERVISION

- 1.12.1 The Contractor must provide for a Contract Manager. Such representative shall be competent and responsible, and shall have adequate experience in carrying out work of a similar nature to the security service provided in terms of this agreement and shall exercise personal supervision on behalf of the Contractor. The Employer shall be notified in writing of such appointment, which will be subject to the employer’s approval.
- 1.13.2 The Employer may delegate to any deputy or other person (Security Manager), any of his powers or functions in terms of this agreement and on receiving notice in writing of such delegation the Contractor shall recognize and obey the delegated person to whom any such powers or functions have been delegated as if he/she were the Employer.
- 1.13.3 The Contractor shall exercise adequate supervision over the service at each site or shall be represented by a representative having full power and authority on behalf of the Contract Manager. Such representative shall be competent and responsible, and shall have adequate experience in carrying out work of a similar nature to the security service provided in terms of this agreement and shall exercise personal supervision on behalf of the Contract Manager.
- 1.13.4 The Contractor shall be required to carry out proper supervision of his own personnel by means of at least one visit by an offsite supervisor per shift. The manager/ delegated person should visit the site at least twice a week, one of which should be after hours. These visits must be recorded in the monthly report. Details of such visits shall be recorded in the occurrence book provided by the Contractor and the pocket books of the security personnel visited.
- 1.13.5 The Contractor shall at all times be responsible and liable for the acts and omissions of his employees providing services to the Employer in terms of this agreement while they are acting within the course and scope of their duties and employment even when not on the premises of the Employer.

1.14 CONFIDENTIALITY

The Contractor must ensure that CITY OF MBOMBELA’s interest is served at all times during the contract period. Recommendations must be based on impartial observations, responsible opinions and pertinent facts. Any information gained by the Contractor during the course of the contract must be kept in strict confidence and may not be used without the written permission of the coordinating or Client Department.

1.15 WORKING HOURS

06h00 to 18h00 (Day Shift)
18h00 to 06h00 (Night Shift)
The employer may declare other sites half day sites

1.16 TRAINING OF CONTRACTOR’S PERSONNEL

- 1.16.1 Before the effective date of the contract, the Contractor shall provide satisfactory proof of certification of guarding personnel, that will be used on this contract, as Grades A, B, and C security officers as specified. No guard shall be in any of the City’s site without having being cleared by the Coordinating Department.

- 1.16.2 Personnel issued with firearms shall receive accredited training with such firearm at least once every six (6) months or as per the firearm act dictate. The results of such training shall be made available to the Employer on request. Personnel shall be professionally and formally trained and be able to use and handle a firearm when required.
- 1.16.3 The Employer shall conduct random competency tests/inspections of the Contractor's personnel regarding the firearms with which they have been issued. Tests and inspections may include safety precautions, theoretical written tests, practical shooting capacity and the general conditions of the relevant firearms.
- 1.16.4 Personnel shall be trained and be able to handle guard/patrol dogs when required by the Employer.
- 1.16.5 The Contractor's personnel shall, after completion of their training, have the expertise to execute their functions properly, in particular regarding but not limited to the execution of their service, including the legal aspects thereof.
- 1.16.6 Training shall be provided to the Contractor's personnel before the commencement date to ensure that the personnel will immediately be qualified to perform their services to the level of professional efficiency required by the Employer.
- 1.16.7 Drivers must be in possession of a valid driver's license and shall be trained and be able to drive a vehicle as specified and required by the Employer.

1.17 COST OF TRAINING

The Contractor shall be responsible for all costs incurred in the training of security personnel.

1.18 DISCIPLINARY MEASURES

- 1.18.1 Security personnel provided by the Contractor shall in addition to this contract be subject to the Coordination or Client Departments' Code of Conduct.
- 1.18.2 A breach of discipline or any negligence of duty on the part of a member of the security personnel provided by the security Contractor in terms of this agreement shall be dealt with immediately by the Contractor's management.
- 1.18.3 The Contractor shall notify the Employer, in writing, of any such breach, failure or negligence that takes place by any personnel of the contractor.
- 1.18.4 The Contractor shall notify the Employer in writing of the outcome of any such disciplinary proceedings.
- 1.18.5 Should the Contractor decide not to take disciplinary steps against a member of his personnel, the reason therefore shall forthwith be conveyed in writing to the Employer.
- 1.18.6 In the event of the Employer not being satisfied by the performance of any member of the Contractor's personnel in terms of this agreement the Employer shall notify the Contractor in writing thereof. The Contractor shall forthwith remove the abovementioned personnel from any duties related to this contract and replace

such officer with a suitably trained security officer. (TALKING ABOUT A MEMBER, OFFICER AND PERSONNEL)

The personnel of the Contractor who are replaced at the Employer's request shall thereafter not be used at any other site, installation, and depot or office complex of the Employer without the prior written consent of the Employer.

1.19 EQUIPMENT

1.19.1 The Contractor shall provide, but not limited to, all necessary equipment as follows:

1.19.1.1 Site

- Occurrence Book
- Pocket Book
- Fully operational radio
- Fully operational torch
- Guard Monitoring
- Hand Held License Disc/ Driving License Scanner

1.19.1.2 Personnel

- Pocket book
- ID card (PSIRA ID card)
- Pen
- Timesheet
- Button Sticks

1.19.2 Security personnel must be in full uniform with identification and in possession of serviceable equipment when posted for duty.

1.19.3 The Contractor shall at its cost/s procure, acquire, install, and maintain in good and safe working order of all services equipment and shall have no claim based on enrichment or for compensation, or reimbursement or of any other nature whatsoever, against COORDINATING DEPARTMENT AND THE CLIENT DEPARTMENTS.

1.19.4 A guard monitoring system (as prescribed by the employer) to be installed at sites which shall enable the COORDINATING DEPARTMENT AND THE CLIENT DEPARTMENTS' Control Room to monitor the system. The contractor will be responsible for all costs.

1.20 OWNERSHIP OF OCCURRENCE AND POCKET BOOKS

1.20.1 All original pages of the occurrence books and any other books shall from the moment they are being utilized become the property of the Employer and shall be handed to the Employer for safekeeping immediately after the books are complete.

1.20.2 The Contractor will be given access to all these books on request and will be allowed to make photocopies thereof at his own cost.

1.21 UNIFORMS

1.21.1 The Contractor will provide his personnel (does this include office admin staff) with a standard company uniform consisting of at least the following attire:

1.21.1.1 In the case of a male Security Officer:

- Baton
- Belt
- Cap/beret
- Handcuffs and keys
- Jacket
- Jersey
- Trousers (combat/step-out)
- Shirt
- Shoes/boots
- Socks
- Whistle
- Lanyard
- Rain suite
- Tie

1.21.1.2 In the case of a female Security Officer:

- Baton
- Blouse/shirt
- Handcuffs and keys
- Hat/cap/beret
- Jacket
- Jersey
- Shoes
- Skirt/ Trousers
- Stockings
- Whistle
- Lanyard
- Rain suite
- Tie/ Cravat

1.21.2 Insignia of the Contractor shall be visibly displayed on uniforms at all times.

1.21.3 The Contractor's personnel shall at all times be in possession of a Contractor's ID card and a Private Security Industry Authority (PSIRA) ID card that should be displayed clearly whilst on duty.

1.21.4 When on duty the personnel provided by the Contractor shall at all times (unless otherwise authorized by the Employer) wear uniform.

1.22 SUB-CONTRACTING

1.22.1 A party to this agreement shall not without written approval of the other party, during the term of this agreement employ or offer to employ (or be instrumental in any third party employing or offering to employ), any person in a supervisory, managerial or senior capacity if that person was employed by the other party at any time during the term of this agreement.

1.22.2 Although the personnel provided in terms of this agreement shall observe the Employer's regulations, rules, operating methods and procedures while providing the service under this agreement, they shall at all times continue to be employees of the Contractor.

- 1.22.3 Although the Contractor's security personnel may on occasion render certain services under the supervision and control of the Employer, no contractual relationship shall come into existence between such personnel and the Employer. Under no circumstances or at any time shall the Employer become the employer of the personnel. No contractual obligation between the client and the security personnel shall be created due to the fact that the personnel perform their services under the control and authority of the client or in accordance with the client's operating methods.

1.23 INTIMIDATION

- 1.23.1 It is the intention of both parties that the personnel provided in terms hereof shall not fail to carry out their duties as a result of any form of intimidation. Should a Contractor suspect intimidation of personnel, he/she shall take prompt action in conjunction with the Employer and the South African Police Service to remedy the situation.
- 1.23.2 Such action shall result in an immediate investigation instituted against the personnel involved.
- 1.23.3 The Contractor shall forthwith notify the Employer, in writing, of any form of intimidation which their personnel may be subjected to.

1.24 INSTRUCTIONS TO THE CONTRACTOR

All verbal requests by the Employer to the Contractor shall be confirmed in writing by the Contractor within 24 hours.

1.25 MEETINGS

1.25.1 Weekly Liaison

The Contractor's Area Supervisor shall be required to attend a regular weekly meeting with the Employer to discuss the provision of these services. Meetings must be minuted.

1.25.2 Monthly Liaison

The Contractor Managing Member shall also be required to attend a meeting on a monthly basis with the Employer, to discuss matters pertaining to the execution of security services by the Contractor and the administration of the agreement in general. Meetings must be minuted.

1.25.3 Quarterly Liaison

The Contractor shall be required to attend a meeting on a quarterly basis with the Employer, to discuss matters pertaining to the execution of security services by the Contractor and the administration of the agreement in general. Meetings must be minuted.

1.26 REPORTING OF INCIDENTS AND REPORTS

- 1.26.1 All incidents or accidents on the premises or to the property of the Employer shall forthwith be immediately reported to Coordinating Department Security Services Section.

- 1.26.2 A detailed written report of all such incidents shall be reported/presented to the Employer within twelve (12) hours after the occurrence of the said incident or accident.
- 1.26.3 Salient details of all incidents occurring on the Employer's premises shall be recorded in the occurrence book immediately and the Coordinating Department must be informed. The pages of the occurrence book shall be numbered consecutively by the Contractor and no person shall remove any pages for any reason whatsoever.

1.27 TWO-WAY HAND-HELD RADIOS OR ANY MEANS OF COMMUNICATION EXCEPT CELLULAR PHONES

- 1.27.1 Hand-held two-way radios or Any Means of Communication except Cellular Phones provided by the Contractor shall have an adequate range to ensure good communications between any two points within a patrolled area of responsibility on the premises of the Employer on which security services are provided.
- 1.27.2 The Contractor shall provide the Employer before the commencement date of the service with a diagram indicating the local communication network and call signs to be used by the Contractor during the term of this agreement. Any changes in these networks or call-signs shall forthwith be brought to the attention of the Employer in writing.
- 1.27.3 The hand-held two-way radios shall be on site at all times and be in good working condition.
- 1.27.4 Proper radio procedures and protocol shall be used at all times.

1.28 OCCURRENCE BOOKS

The Contractor shall provide an Occurrence Book which must be engraved with both the Company logo and the City of Mbombela Logo on the date of commencement of deployment/services. All Occurrence Books deployed on the City of Mbombela sites shall henceforth be engraved with both logos at the expense of the Contractor.

1.29 ACCESS CONTROL

- 1.29.1 The Contractor shall at all times comply with the provisions of the Control and Access to Public Premises and Vehicles Act, 1985 (Act no 53 of 1985).
- 1.29.2 The search of a female under these clauses shall only be carried out by a female security personnel member and should at all times be done in a courteous and dignified manner.

1.30 PROVISION DOGS

The Coordinating Department may request the deployment of dogs as and when required.

1.31 CESSION OR DELEGATION

1.31.1 Neither party shall not cede or delegate any of its right or obligation under this Agreement.

1.31.2 The Service Provider shall not be allowed to proceed with any of the following matters before the prior written consent of the Coordinating Department and the Client Department/s:

1.31.2.1 any transfer of any amount of shares of the Service Provider;

1.31.2.2 any change in the composition of the Service Provider;

1.31.2.3 any change in the ownership of the company of the Service provider; or

1.31.2.4. any material change in the constitution, memorandum, articles of association, or similar document providing for the establishment or incorporation of the business or company of the Service Provider.

1.31.1 **CANCELLATION**

1.31.1 Any party to this Agreement may cancel this Agreement by giving notice in writing to the other Party not less than 14 (fourteen) days prior to the intended date of cancellation of the Agreement. (Copy from SLA)

1.32 **MANAGEMENT OF DISCIPLINE**

1.32.1 The Service Provider must draw properly and consistently enforce a disciplinary code of conduct in respect of all security officers in its employment and undertakes to, on or before the signing of this Agreement provide the Coordinating Department and the Client Departments with certified copies of its current grievance and disciplinary procedures.

1.32.2 The disciplinary code contemplated above must contain rules which adequately reflect the relevant values and principles as well as any further rules that are reasonably necessary to ensure disciplined, honest, safe, reasonable, professional and competent conduct by security officers in the circumstances in which they are employed and made available by the Service Provider for the rendering of security services.

1.33 **PROVISIONS OF FIREARMS (When required by the Employer)**

1.33.1 The Contractor shall at all times ensure that the personnel provided to the Employer in terms of this agreement only be issued with the firearms listed below.

1.33.1.1 Shotguns (pump action or semi-automatic)

1.33.1.2 Revolvers

1.33.1.3 Pistols

1.33.2 All firearms shall be accompanied by a certificate of serviceability which will be renewed at least once every twelve (12) months and shall be issued by a qualified gunsmith.

1.33.3 Only firearms registered in the name of the Contractor shall be permitted on the Employer's sites. The Contractor furthermore shall guarantee that he is the lawful owner of all firearms issued to his personnel in terms of this agreement.

- 1.33.4 The Contractor shall at all times ensure that all firearms and ammunition issued to his/her personnel in terms of this agreement are in clean and working condition and are properly maintained.
- 1.33.5 All handguns carried by personnel must be securely holstered.
- 1.33.6 Firearm inspection by a competent gunsmith declaring firearms serviceable and that all the firearms to be deployed during the contract period must comply with the Firearms Control Act 60 of 2000.

1.34 REMUNERATION AND ALLOWANCES

- 1.34.1 The Contractor shall acquaint himself with any relevant wage regulating measure or statutory enactment which may be in force or which may be contemplated, affecting conditions of employment during the term of the agreement.
- 1.34.2 The Contractor must provide audited proof that remuneration paid to each of their employees was adjusted by at least the amount by which the statutory wage applicable to each individual employee was increased.
- 1.34.3 The Contractor shall remain solely responsible for the payment of all costs pertaining to personnel, including but not limited to salaries, bonuses pension fund contributions, benevolent fund contributions, medical fund contributions and insurance premiums.
- 1.34.4 Salaries payable by the Contractor to his/her personnel shall at no stage be less than those prescribed by the current applicable wage determination in the security industry.
- 1.34.5 The Contractor shall be responsible for the payment of all applicable taxes, charges, duties or fees assessed or levied by any recognized authority in respect of the security personnel provided or as a result of the security personnel being provided by the Contractor in terms of this agreement and shall, on request furnish sufficient documentary proof to the client that these payments have in fact been made.

1.35 PENALTIES

Any transgression as per the following but not limited to will be as follows:

1.35.1 Site Equipment

All equipment must be fully operational and present on site at all times. The following penalties will apply for non-compliance.

ITEM	PENALTY 1ST	2ND	3RD PENALTY
Penalty applies if any of these is LACKING (NOT PRESENT)	Penalty –Deductions Per occasion, unless otherwise indicated	Penalty – Deductions Per occasion, unless otherwise indicated	Penalty – Deductions Per occasion, unless otherwise indicated
Hand held Radio/Any Means of Communication (except Cellular Phones)	R1000,00	R2000,00	R3000,00 per shift, per person

Firearm/shotgun	R3000,00	R4000,00	R5000,00 per shift, per person
Flashlight/ spotlight (24 hrs)	R500,00	R 600,00	R750,00 per shift
Standard Operating Procedure not on site	R1000, 00	R2000,00	R3000,00 per shift
Provision of Security Officer of a lower grade than required	R2000,00	R3000,00	R4000,00 per person
No visit by Contractor's supervisor (A minimum of two occasions per shift are required)	R500,00	R750,00	R1000,00 per person
Drunk of Duty	R1000,00	R2000,00	R3000,00 per person
Poor job performance (Documented)	R500, 00	R750,00	R1500,00
Short Posting per shift	R1000,00	R2000,00	R3000, 00
No proper duty on/off shift handover by site seniors, or No Control/Ops- Room OB number entered in site OB	R500,00	R 1000,00	R1500,00 per site
Any tempering with equipment, including monitoring devices	R5000,00	R10 000,00	R15 000,00 per item

1.35.2 Personal Equipment

Part of standard company equipment
Copy list from SLA

ITEM	PENALTY (1 st)	2 nd	3 rd PENALTY
Uniform	R500,00	R750.00	R1500,00 per item per person per shift
Raincoat	R250,00	R750.00	R 1500,00 per item per person per shift
PSIRA Identity card	R1000,00	R2000,00	R3000,00 per person per shift
Occurrence Book	R1000,00	R2000,00	R3000,00 per site, per person per shift
Pocket book	R250,00	R500,00	R1000.00 per person per shift
Wall clock (working)	R250, 00	R500,00	R750,00 per item per person per shift
Pen (working)	R250,00	R300,00	R350,00 per item per person per shift
Handcuffs	R 200,00	R400,00	R600,00 per person per shift
Key (for Handcuffs)	R 200,00	R250,00	R300,00 per person per shift
Baton	R 300,00	R500,00	R800,00 per person per shift

1.35.3 Vehicles

ITEM	PENALTY 1 st	2 nd	3 rd PENALTY
Patrol Vehicles	R 2000,00	R 3000,00	R 5000,00

1.35.4 Conduct

ITEM	PENALTY	2 nd	3 rd
Sleeping on duty	R1000,00	R2000,00	R 3000,00 per person per shift
Late posting	R1000,00	R 2000,00	R3000 per post per hour

Post deserted	R3000,00	R 5000,00	R10 000,00 per person per shift
Under posting	R5000,00	R 7500,00	R10 000,00 per person per shift
Drunk on duty	R3000,00	R 7500,00	R 10000,00per person per shift
Guard monitoring system not working	R5000,00	R10 000,00	R15 000,00 per shift

1.35.5 General penalties will apply in the following cases:

NATURE OF INCIDENT	PENALTY	2nd	3rd
Management/supervisory site visit	R1000,00 per site per shift	R2000,00	R 3000,00
Falsification of entries into the occurrence book.	R2000, 00 per page on which any number of faults founded.	R3000,00	R 4000,00
Failure to report incident	R1000,00	R2000,00	R3000,00
Monthly report not received within five days	R2000,00 per company report	R4000,00	R6000,00

1.35 BREACH

- 1.36.1 In the event of the Contractor committing a breach of a provision of this agreement and failing to remedy such breach within 24 hours, the Employer shall be entitled to immediately cancel the relevant portion of the agreement, or to cancel the whole agreement by notice in writing to the contractor.
- 1.36.2 If the Contractor and/or any member of his personnel contravenes or fails to comply with, any part of the conditions of this agreement, which includes the sub clauses hereunder or any other part thereof, it shall be deemed to be a breach of contract.
- 1.36.3 To report for duty at the time and place as agreed upon from time to by the parties. (remedial)
- 1.36.4 To continue with his/her duties until the time agreed upon
- 1.36.5 To comply with the regulations, rules, operating methods and procedures of the employer.
- 1.36.6 Not signing on and off duty.
- 1.36.7 To wear on duty in terms of this agreement, unless the client should decide otherwise the standard uniform clothing including footwear, in a reasonable state of cleanliness and repair.
- 1.36.8 To have available when reporting for duty equipment in good working order.
- 1.36.9 To work shifts or overtime as from time to time agreed to by the parties.
- 1.36.10 To carry out instructions issued by the Employer in pursuance of the regulations, rules, operating methods and procedures.
- 1.36.11 To report for duty in a sober and alert manner, without being under the influence

of alcohol or drugs, or to remain in such sober and alert condition while on duty.

- 1.36.12 To timorously report incidents or to submit reports as provided for in this a agreement.
- 1.36.13 To timorously complete pocket and/or occurrence books.
- 1.36.14 To have a valid firearm license/permit available when reporting for duty
- 1.36.15 Any of the above shall be immediately reported to the Employer by telephone, and as soon as practically possible by facsimile or email and the Contractor shall take remedial action without delay to the satisfaction of the Employer. If any one or more of the failures referred to above are of such a frequency that the security service provided to the employer in terms of this agreement is adversely affected, it shall be dealt with by the Employer.
- 1.36.16 Any of the above shall, as soon as it is practically possible, be reported to the Employer by telephone or facsimile message and the Contractor shall take remedial action without delay to the satisfaction of the Employer. If any one or more of the failures referred to above are of such a frequency that the security service provided to the client in terms of this agreement is adversely affected, it shall be dealt with by the Employer.
- 1.36.17 Should the Contractor act in conflict with or fail to comply with any statutory provisions, regulations, by-laws, rules or program contemplated in Clause 3.10, which have a bearing on the service provided in terms of this agreement, such action or failure shall be deemed as an immediate breach of agreement.
- 1.36.18 Notwithstanding anything contained to the contrary in this agreement, should the Contractor commit any act of insolvency, assign, surrender or attempt to assign or surrender his estate or allow any default judgment against it to remain unsatisfied for seven (7) days or if the said judgment is not rescinded within fourteen (14) days of the date of the default judgment, or be liquidated or placed under judicial management or be wound up, whether provisionally or finally or make any material incorrect or untrue statement of representation in connection with any information furnished by it in respect of this agreement or the remainder of the tender document then upon the occurrence of any one (1) or more of the aforesaid events, the Employer may without prejudice to any other rights he may have, elect to immediately terminate this agreement by written notice to the Contractor.

1.36 LIABILITY

1.37.1 The Service Provider shall at all times be liable for the acts and omissions of Its employees providing security services to the Coordinating Department and the Client Departments in terms of this Agreement and acting within the course and scope of their duties and employment.

1.37.2 The Coordinating Department and the Client Departments shall not be responsible for any loss of or damage to any vehicles, equipment or other material used by the Service Provider in respect of the security services provided in terms of this Agreement and used on the premises caused by the Coordinating Department and the Client Departments or any of its employees acting within the course and scope of their duties and employment.

1.37.3 The Service Provider hereby indemnifies and holds the Coordinating Department and the Client Departments harmless against –

- any damage to the Coordinating Department's and the Client Department's property, whether movable or immovable;
- loss of property belonging to the Coordinating Department and the Clients Department;
- liability in respect of any damage to property, whether movable or immovable, belonging to third parties and on the premises of the Coordinating Department and the Client Departments; and
- liability in respect of death of, unlawful arrest, injury, illness or disease to any person connected to the rendering of the security services.

1.37.4 The Coordinating Department and the Client Departments shall not be responsible for any loss of or damage to any vehicle, equipment, or material used in the rendering of security services, loss or damage the proximate cause of which is the negligence of the Service Provider or its employees.

1.37.5 Should a third party institute a claim relating to the security services rendered by the Service Provider in terms of this Agreement against the Coordinating Department and the Client Departments or any of its employees acting within the course and scope of their duties and employment, the Service Provider shall indemnify the Coordinating Department and the Client Departments and any of its employees against such a claim and shall hold them harmless against any such claim.

1.37.6 The Coordinating Department and the Client Departments requires the Service Provider to have a Public Liability Insurance Policy for armed and unarmed security officers in an amount of R 5 000 000-00 (FIVE MILLION RAND). It is compulsory for the Service Provider to have this policy as a guarantee for any liability or claim that may arise as a result of rendering the security services. The Public Liability shall remain active for the entire period of contract.

1.37.7 The Service Provider will not be allowed to render any security service to the Coordinating Department and the Client Departments without such a policy. Failure to provide such a policy will result in the Agreement being terminated.

1.37.8 The Service Provider shall furnish the Coordinating Department with a copy of the policy cover and a letter from the relevant Insurance Company providing such cover and certifying that the policy is effective.

1.37.9 The policy should be in existent before the commencement of this Agreement between the parties and should be for the duration of the Agreement.

1.37.10 The service provider shall -

1.37.10.1 Ensure that the monthly policy premiums are duly paid;

1.37.10.2 Submit of proof of such payment to the Coordinating Department;
and

1.37.10.3 Ensure that the policy remains valid for the duration of the agreement and does not lapse.

1.37.11 The Service Provider remains vicariously liable for all the actions and omissions of its employees acting within the course and scope of their duties and employment, even when on the premises of the Service Provider as employer.

1.37 GENERAL

1.38.1 The Contractor shall allow his personnel to attend and, if necessary, to testify in, court proceedings, as well as in disciplinary and arbitration proceedings should the Employer deem it necessary, provided the Employer has notified the Contractor within a reasonable time before the start of the proceedings that the presence of the Contractor's personnel is required by the Employer.

1.38.2 Personnel provided by the Contractor in terms of this agreement shall be in a trained, physically fit and mentally sound condition to perform their duties.

1.38.3 The Contractor undertakes to make the relevant provisions of this agreement known to all members of the personnel provided in terms hereof as soon as it is practically possible before the commencement of this agreement.

1.38.4 No security personnel provided by the Contractor shall, comment to the press or any other public communications media upon the business of the COORDINATING DEPARTMENT AND THE CLIENT DEPARTMENTS.

1.38.5 The Contractor shall notify the Employer in writing of any change of address within five (5) days thereof.

1.38.6 The Contractor shall provide the Employer with daily posting sheets immediately when required by the Employer.

1.38.7 The personnel provided in terms of this agreement shall report for duty at those points indicated by the Employer. These points of reporting may vary from time to time according to the operational requirements of the Employer.

1.38.8 The Contractor shall be responsible for all costs incurred in the transport, deployment and posting of such personnel.

1.38.9 Training, vetting, criminal checks, issuing of uniform and equipment, standing operating procedures, must be completed ten (10) working days before commencement of the contract.

1.39 STRIKES

1.39.1 The basic principle of security is that sites must be guarded and protected at all times.

1.39.2 City of Mbombela shall not tolerate strikes, in particular unlawful and unprotected strikes.

1.39.3 Strikes will be dealt with in terms of the provisions in the service level agreement.

2. EVALUATION CRITERIA

FUNCTIONALITY

Minimum functionality score required: 70%. Bidders who fail to acquire the minimum score required will be disqualified.

CRITERION	WEIGHT
<p>1. Security Management/reporting and systems (attach proof of ownership or lease agreement and system specs)</p> <ul style="list-style-type: none"> • Radios Communications (1-5 radio's =5 points) (6-10 radio's = 10 points) Attachments: proof of ownership, tracking's and serial numbers • Security Patrol vehicle tracking device (proof of installation or purchase lease) attach proof of vehicle tracking movements 	<p>10</p> <p>10</p>
<p>2. Equipment and Facilities</p> <ul style="list-style-type: none"> • Company Vehicle registration Certificate (1-3 vehicles = 3 points) (4-5 vehicles = 5 points) • Firearms and Licenses (attach valid license) (2-3 =3 points) (4-5 =5 points) • Proof of Crowd Control training (attach certificate) 	<p>5</p> <p>5</p> <p>10</p>
<p>3. Project Methodology & Company Experience (maximum 30 pages)</p> <p>3.1 Project Methodology</p> <ul style="list-style-type: none"> • Recruitment and placement • Screening • Site Risk and threat analysis • Draft site operating procedure, Riot / Crowd Control Management plan <p>3.2 Company Guarding Experience</p> <ul style="list-style-type: none"> • Attach three letters of recommendations and appointment letters for similar project (certified on institutions/ client letter head and value of each project with contactable reference). (2 points per project) <p>4 Key personnel (attach certified ID Copies, CV and certified qualification)</p> <ul style="list-style-type: none"> • Project Manager (relevant qualification) (5 points) Gr A PSIRA Certificate (5 points) Minimum experience 5 years (5 points) • Supervisor Gr B or higher minimum experience 3 years • Security Officer Gr C. <p>None submission of all key personnel documents will be rendered (0 points)</p>	<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>6</p> <p>15</p> <p>5</p> <p>4</p>

5. Proof of financial rating by an accredited financial institution for the value of R500 000 Bank rating: B,C,D,E Level B (10 points) Level C (6 points) Level D (4 points) Level E (1 point)	10
TOTAL	100

SCHEDULE OF PERSON POWER AND RATES

The City of Mbombela is divided into four regional Service Centers namely Central Region, Northern Region, and Eastern Region and Southern Region. The project is divided into four contracts. They City reserves the right to appoint one or more contracts to a particular bidder or to more Bidders.

CENTRAL REGION: CONTRACT 001

Sites	Description	Grade	Qty	Unit Price monthly	Total monthly costs***	Total *****annual costs
70 Sites	Total personnel required		213			
	Supervisor	C	1			
	Unarmed Guards	C	173			
	Armed Guards	C	30			
	Quad Bike		0			
	Risk Level					
	Total excluding VAT					
	VAT					
	Total (Incl.) (Year 01)					***R
2024/2025 Annual price as per PSIRA (Year 01)				Escalation 0%		***R
2025/2026 Annual price escalation as per PSIRA (Year 02)				Percentage _____%	Added:	R
2026/2/2027 Annual price escalation as per PSIRA (Year 03)				Percentage _____%	Added:	R
Grand Total for the contract period (3 Years)				R		

Bidders must ensure that they perform the arithmetic correction prior to submissions. Incorrect calculations will lead to immediate disqualification.

NORTHERN REGION: CONTRACT 002

Sites	Description	Grade	Qty	Unit Price monthly	Total monthly costs***	Total *****annual costs
36 Sites	Total personnel required		75			
	Supervisor	C	1			
	Unarmed Guards	C	50			
	Armed Guards	C	15			
	Quad Bike		0			
	Risk Level					
Total excluding VAT						
VAT						
Total (Incl.) (Year 01)						R

2024/2025 Annual price as per PSIRA (Year 01)	Escalation 0%	R
2025/2026 Annual price escalation as per PSIRA (Year 02)	Percentage _____% Added:	R
20226/2027 Annual price escalation as per PSIRA (Year 03)	Percentage _____% Added:	R
Grand Total for the contract period (3 Years)	R	

Bidders must ensure that they perform the arithmetic correction prior to submissions. Incorrect calculations will lead to immediate disqualified.

EASTERN REGION: CONTRACT 003

Sites	Description	Grade	Qty	Unit Price monthly	Total monthly costs***	Total *****annual costs
31 Sites	Total personnel required		74			
	Supervisor	B	1			
	Unarmed Guards	C	54			
	Armed Guards	C	10			
	Quad Bike		0			
	Risk Level					
Total excluding VAT						
VAT						
Total (Incl.) (Year 01)						R

--	--	--

2024/2025 Annual price as per PSIRA (Year 01)	Escalation 0%	R
2025/2026 Annual price escalation as per PSIRA (Year 02)	Percentage _____% Added:	R
2026/2027 Annual price escalation as per PSIRA (Year 03)	Percentage _____% Added:	R
Grand Total for the contract period (3 Years)	R	

Bidders must ensure that they perform the arithmetic correction prior to submissions. Incorrect calculations will lead to immediate disqualified.

SOUTHERN REGION: CONTRACT 004

Sites	Description	Grade	Qty	Unit Price monthly	Total monthly costs***	Total *****annual costs
30 Sites	Total personnel required		88			
	Supervisor	B	1			
	Unarmed Guards	C	69			
	Armed Guards	C	10			
	Quad Bike		0			
	Risk Level					
	Total excluding VAT					
	VAT					
	Total (Incl.) (Year 01)					R

2024/2025 Annual price as per PSIRA (Year 01)	Escalation 0%	R
2025/2026 Annual price escalation as per PSIRA (Year 02)	Percentage _____% Added:	R
2026/2027 Annual price escalation as per PSIRA (Year 03)	Percentage _____% Added:	R
Grand Total for the contract period (3 Years)	R	

Bidders must ensure that they perform the arithmetic correction prior to submissions. Incorrect calculations will lead to immediate disqualified.

The total bid price must be reflected on the form of offer (MDB1) failure to adhere to the instruction will lead to immediate disqualification

Notes:

1. Provision for relievers already made in Estimated Quantities.
2. The rates above must be completed by the Contractor, and must include VAT.

3. Transport for posting of security officers at tenderers cost.
4. Please note the above estimated quantities may increase or decrease depending on operational requirements and/or **statistical incident trend**

Notes:

1. Provision for relievers already made in Estimated Quantities.
2. The rates above must be completed by the Contractor, and must include VAT.
3. Transport for posting of security officers at tenderers cost.
4. Please note the above estimated quantities may increase or decrease depending on operational requirements and/or **statistical incident trends**

AS AND WHEN REQUIRED FOR EMERGENCIES

The City of Mbombela occasionally encounters emergencies resulting from vandalism or destruction of Municipal Service delivery infrastructure affecting Service delivery negatively. To ensure uninterrupted municipal service delivery the City requires security services as and when required without notice. Below figure will be fixed for the enter term of contract.

Number of Sites	Description	Grade	Qty	Unit Price Per day excluding VAT	Total Unit Price including VAT
All Regions	As and when required	RATE ONLY			
	Supervisor	B	1		***
	Unarmed Guards	C	1		***
	Armed Guards	C	1		***
	Risk Level				
	Totals				R
2024/2025 Daily Fee		0%			R
2025/2026 Annual price escalation as per PSIRA		Percentage Added: _____%			R
2026/2027 Annual price escalation as per PSIRA		Percentage Added: _____%			R

CONTRACT DESCRIPTION	PRICES INCLUDING VAT
TOTAL FOR CONTRACT 001	R
TOTAL FOR CONTRACT 002	R
TOTAL FOR CONTRACT 003	R
TOTAL FOR CONTRACT 004	R
TOTAL BID PRICE VAT INCLUSIVE	R

NB: THE TOTAL BID PRICE ABOVE MUST BE REFLECTED ON THE FORM OF OFFER, PAGE 03 OF THE BID DOCUMENT;

ONLY A MAXIMUM OF TWELVE (12) SERVICE PROVIDERS WILL BE APPOINTED!!!

- Bidders are required to attach all supporting documents and indicates the annexure numbers.
- Bidders pricing should be in line with current PSIRA / NBC pricing Guideline. Failure to complete DETERMINATION OF RATE (AREA 3) in line with NBC will render the tenders submission non-responsive.
- Bidders should bid for all 4 (four) regions
All submitted documents will be subjected for verification and confirmation with relevant authorities.

COMPULSORY COMPLETION: DETERMINATION OF RATE (AREA 3)

Description	Explanation	Grade			Calculations
		A	B	C/D/E	
MONTHLY SALARY	CLAUSE4(7)(b)of NBCPSS Main Agreement				PROMULGATED monthly salary Hourly equivalent wage (NOT FOR SALARY CALCULATION)
Ordinary time: i) Primary Sec Officer ii) *Relief sec Officer Sunday pay premium Public holiday premium Security officer premium allowance Leave provision Sick leave Study leave Family responsibility leave Night shift allowance Long service bonus (5 years average) Statutory annual bonus	4 Shifts per week (48 hrs) 2 Shifts per week (24 hrs) 4.333 weeks p/m @ X1.5 1 shift p/m average N/A 21 consecutive days leave 24 shifts per 3 years cycle 6 days per annum 5 days per annum 6 Rand, p/night shift worked over 60 months R500 Monthly salary				Monthly salary as per NBCPSS MAIN Agreement hr x 24x 4.333 12 x 4. 333 x hr x 1.5 (Sunday rate) hr x 12 (1 x portion already incl. in basic) Collapsed into basic salary (hr x 144 / 12*1.5(reliever) (+ 3 extra days after 2 y (hr x 48 x 6 / 36 * 1.5 (reliever) (hr x 12 x 6)/ 12) x 1.5 (reliever) (hr x 12 x 5) / 12) x 1.5 (reliever) (365 / 12) x 6 (OMIT IF FOR DAY SHIFT) Long service bonus / 60 x 1.5 (reliever) Monthly salary / 12 x 1.5 (reliever)
SUB TOTAL					A (Total income: Primary + reliever) x 1% Including reliever Fund salary x 5% x 1.5 (reliever) (Total income: Primary + reliever x3.14% Including reliever Including reliever (variable according to company size (Rand value + reliever (50%) / 12 (Total income: Primary + reliever) x 1% Allowance x 1.5 (reliever)
UIF Hospital cover Provident fund COID/WCA Bargaining Council Levy PSIRA "per SO" fee See note 7 below Sets of uniform Training (Skills Development Levy) Cleaning Allowance	1 % of remuneration R172. 50 Per month 5 % of Fund Salary 3.14 % of remuneration 7 Rand 4 Rand (average) R2 050.00 Rand p/p p.a 1 % remuneration (SDL) 30 Ran p /m				B Bx 40% (Economy of scale rule)
TOTAL DIRECT COST					C
Share of overheads					
TOTAL COST PER MONTH					

NOTE: 1. Exclusive VAT

2. Rates used are in terms of the Sectorial Determination 6.
3. The authority will not be held responsible in respect of your reliance on the accuracy of the aforesaid information.
4. Maternity benefit of 34% over a period of four months not including in the pricing structure.
5. *Relieve Security Officer as a permanent employee.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder..... Bid number: **COM16/2024**

Closing Time **11:00 on 07 MAY 2024**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QTY	DESCRIPTION	BID PRICE IN RSA CURRENTLY (INCLUDING VAT)
-	Required by	.....	.....
-	At:	.....	.....
-	Brand and model	.....	.....
-	Country of origin	.....	.....
-	Does the offer comply with specification?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	.....
-	Period required for delivery	.....	*Delivery: Firm/not firm
-	Delivery basis (all delivery costs must be included in the bid price)	.....	.....

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

Procurement Related Enquiries:
 Nomsa Ndukuya
 Supply Chain Management
 Tel No: 013 759 9052
 Email address:
nomsan@mbombela.gov.za

Technical Enquiries:
 Jomo Malupe
 Community Services
 Tel No: 013 759 9217
 Email address:
jomo.malupe@mbombela.gov.za

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):...

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A total of 4 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	100% black person or people owned enterprise;	1 point	
2.	30% woman or women shareholding or owned enterprise;	1 point	
3.	30% youth shareholding or owned enterprise	1 point	
4.	30% people living with disability shareholding or owned enterprise	1 point	
A total of 6 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
5.	for enterprise located within the local area of jurisdiction	1 point	
6.	for enterprise who will sub-contract minimum of 30% of the contract value to EMEs in the ward or local communities where the services to be rendered of works to be undertaken;	1 point	
7.	for Corporate Social Investment (CSI) or Social Labour Plan proposition;	3 points	
8.	for valid B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).	1 point	
The City will utilize the CSD report for the above-mentioned information.			

Corporate Social Investment (CSI)

NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the city with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one-page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

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

THIS MBD FORM MUST NOT BE COMPLETED PRIOR TO APPOINTMENT. IT WILL BE ONLY BE FURNISHED AND SIGNED BY THE SUCCESSFUL BIDDER/SERVICE PROVIDER

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
DATE:	

(BIDDERS / SERVICE PROVIDERS MUST NOT FILL THIS PART TWO OF THIS MBD 7)

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER /CITY OF MBOMBELA)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

2.2 DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a) take all reasonable steps to prevent such abuse;
 - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

_____ that:
(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

AUTHORITY TO SIGN A BID

1. COMPANIES AND CLOSE CORPORATIONS

- a. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid
- b. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY / MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorized Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, _____, the undersigned, hereby confirm

that I am the sole owner of the business trading as _____

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____

hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms

_____authorized signatory of the Company/Close Corporation/Partnership (name)_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

1. Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

2. Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.

SUPPLY CHAIN POLICY USING 90/10 SPECIFIC GOALS

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY BIDDER	ALLOCATED POINTS
PRICE AND COMPETENCE GOALS (80 POINTS)	PRICE	90		
	SUB TOTAL	90		
EQUITY PROMOTION GOALS (20 POINTS)				
	SPECIFIC GOALS	10		
	SUB TOTAL	10		
	TOTAL	100		