



Tender No.: 03-2019/20

**APPOINTMENT OF FOUR (04) SERVICE PROVIDERS FOR
RENDERING OF 36 MONTHS 24 HOUR ARMED PHYSICAL
SECURITY SERVICES TO MUNICIPAL OFFICES, BUILDINGS,
SITES AND ETC.**

TENDER ADVERT DATE : 04.09.2019
TENDER CLOSING DATE: 07.10.2019

AT

10H00

— NAME OF TENDERER

PROVISION OF 160 ARMED GRADE D SECURITY



TENDER NOTICE AND INVITATION TO TENDER

Mogalakwena Local Municipality hereby invites suitably qualified service providers to tender for the below mentioned project.

The details of the project are as follows:

| No: | Project Name | Tender Number | Compulsory Briefing Session | Closing Date and Time |
|-----|--|---------------|---|-----------------------|
| 2. | APPOINTMENT OF FOUR (04) SERVICE PROVIDERS FOR RENDERING OF PRIVATE SECURITY SERVICES TO MUNICIPAL OFFICES, BUILDINGS AND OTHER MUNICIPAL STRATEGIC AREAS FOR A PERIOD OF 36 MONTHS. | 03-2019/20 | Date:16.09.2019 Time:10am Venue:old council chamber | 07.10.2019 at 10am |

Mogalakwena Municipality will evaluate, adjudicate and award the bids in accordance with the PPPFA of 2017

BID DOCUMENTS CONTAINING THE CONDITIONS OF BIDS AND REQUIREMENTS CAN BE DOWNLOADED ON E-TENDERS PUBLICATION PORTAL AT www.etenders.gov.za for free and also on www.mogalakwena.gov.za.

Official and compulsory briefing meeting will be held in the Old Council Chamber, Civic Centre, 54 Retief Street, Mokopane, 0669.

The respective project name with the project number must be clearly marked on the envelope before submission.

Complete tender documents, fully priced, signed and sealed in an envelope must be deposited in the Tender Box at Mogalakwena Municipality, 54 Retief Street, Mokopane, by no later than **10H00 on 07 October 2019** for the above projects when all tenders received will be opened in public in the Old Council Chamber, on the Ground Floor.

No late, faxed, telegraphic, emailed and telephonic tenders will be accepted. The council also reserves the right to negotiate further conditions and requirements with the successful tenderer.

NB* Service providers should take note that no bid/service will be awarded to a service provider who is not registered and valid on Web Based Central Supplier Database (CSD).

Enquiries related to this tenders must be addressed to Supply Chain Management at 015 491 9671/9731/9649/9647.

The Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or any part thereof, which may result in the acceptance of more than one tender, whichever the case may be.

**GUNQISA BS
ACTING MUNICIPAL MANAGER
54 RETIEF STREET
MOKOPANE
0601**

1. General Undertakings by the Tenderer

1.1 Definitions

- 1.1.1 “**Acceptable tender**” means any tender which, in all respects, complies with conditions of tender and specifications as set out in the tender document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related regulations.
- 1.1.2 “**Chairperson**” means the chairperson of the Mogalakwena Municipality Tender Committee.
- 1.1.3 “**Municipal Manager**” means the Municipal Manager of the Council.
- 1.1.4 “**Committee**” refers to the Tender Committee.
- 1.1.5 “**Council**” refers to Mogalakwena Municipality.
- 1.1.6 “**Equity Ownership**” refers to the percentage ownership and control, exercised by individuals within an enterprise.
- 1.1.7 “**HDI equity ownership**” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.
- 1.1.8 “**Member**” means a member of the BID Adjudication Committee.
- 1.1.9 “**Historically Disadvantaged Individual (HDI)**” means a South African citizen-
- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the 1983 and 1993 Constitutions; and/or
 - (ii) Who is a female; and/ or
 - (iii) Who has a disability?
- 1.1.10 “**Service providers**” refers to the tenderers who have been successful in being awarded Council contracts.
- 1.1.11 “**SMMEs**”(Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
- 1.1.12 “**Contract**” refers to legally binding agreement between Mogalakwena Municipality and the service provider.

- 1.1.13 **Tender**” means a written offer or bid in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
- 1.1.14 **Contractor**” means any natural or legal person whose tender has been accepted by the Council.
- 1.1.15 **“Closing time”** means the date and hour specified in the tender documents for the receipt of tenders.
- 1.1.16 **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted tender or price quotation.
- 1.1.17 **“Written” or “in writing,”** means hand written in ink or any form of mechanical writing in printed form.
- 1.1.18 **Functionality**” means technical capability, financial and other resource availability that the service provider needs, to successfully and efficiently render the service and/or deliver in accordance with the specifications.

1.2 **INTERPRETATION:**

- 1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:-
- 1.2.2 An expression which denotes:-
- 1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time.;
- 1.2.4 When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

1.3 I/we hereby tender:

- 1.3.1 to supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Mogalakwena Municipality.

- 1.3.2 On the terms and conditions and accordance with the specifications stipulated in the tender documents (and which shall be taken as part of and incorporated into, this tender);
- 1.3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.

1.4 I/we agree further that:

- 1.4.1 the offer herein shall remain binding upon me/us and open for acceptance by the Mogalakwena Municipality during the validity period indicated and calculated from the closing time of the tender.
- 1.4.2 this tender and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted.
- 1.4.3 notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:
 - 1.4.3.1 if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Mogalakwena Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;
 - 1.4.3.2 In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favorable tender or, if new tenders have to be invited, the additional expenditure incurred by the invitation of new tenders and by the subsequent acceptance of any less favorable tender;
 - 1.4.3.3 The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract;
 - 1.4.3.4 Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.
- 1.4.4 any legal proceedings arising from this tender may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we

undertake to pay the Mogalakwena Municipality legal costs on an attorney and own client;

- 1.4.5 if my/our tender is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.
- 1.4.6 the law of the Republic of South Africa shall govern the contract created by the acceptance to this tender.
- 1.4.7 I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 1.4.8 I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfillment of this contract.

1.5 I/we declare that I/we have participation/no participation in the submission of any other tender/quotation for the supplies/services described in the attached documents. **If your answer here is in the affirmative, please state the names(s) of the other Tender(s) involved:**

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2 GENERAL CONDITIONS AND PROCEDURES

2.1. General Directives

- 2.1.1 The following general conditions and procedures contained in this document have been laid down by the Council and are applicable to all tenders, orders and contracts, unless otherwise approved by the Council prior to the invitation of the tender.
- 2.1.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
- 2.1.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
- 2.1.4 The tenderer shall satisfy himself/herself with the conditions and circumstances of the tender. By tendering, the tenderer shall deem to have satisfied himself/herself as to all the conditions and circumstances of the tender.
- 2.1.5 Formal contract are concluded with the contractors only where this requirement is stated in the tender invitation.
- 2.1.6 All tenders with regard to the rendering of a service e.g. contracting, materials, cleaning services, professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful service provider and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
- 2.1.7 The written acceptance of tender shall be posted to the tenderer or contractor concerned by registered or certified mail.
- 2.1.8 Tenderers must be in a position to assume duty one month after acceptance of the tender.
- 2.1.9 The contract will be for a period of 24 months from the date of award of the tender.
- 2.1.10 Prospective tenderers must visit site in order to ascertain the extent of the service
- 2.1.11 TENDERERS MUST FURNISH THE FOLLOWING INFORMATION

- * The names, identity numbers and street addresses of all partners where persons, partnership or closed corporations tender.

- * The names, identity numbers and street addresses of all partners where persons, partnership or close corporations tender.
- * That successful bidder to establish a fully functional office in Mokopane.
- * Submit valid certified copies of a relevant certificates or document. Note that only valid copies certificates or documents shall be considered.
- * Provide police clearance record checks and vetting investigation will be conducted by State Security Agency to successful bidders.
- * That the contracting company shall comply with applicable legislation as mentioned below:
 - Constitution of the Republic of South Africa, 1996 (Act 106 of 1996)
 - Occupational Health and Safety Act 1993 (Act no. 85 of 1993)
 - Criminal Procedure Act, 1977 (Act 51 of 1977) as amended
 - Private Security Industry Regulation Act 2001 (Act 56 of 2001)
 - Control of access to public premise and vehicles Act, 1985 (Act 53 of 1985)
 - National key points act, 1980 (Act 102 of 1980)
 - Trespass act, 1939 (Act 6 of 1959)
 - Labour Relation Act, 1995 (Act 66 of 1995)
 - Employment Equity Act, 1998 (Act 55 of 1998)
 - Fire-arms Control Act, 2000 (Act 60 of 2000)
 - Protected Disclosures Act, 2000 (Act 26 of 2000)
 - Intimidation Act, 1982 (Act 72 of 1982)
 - Prevention and Combating of Corrupt activities Act, 2004 (Act 12 of 2004)
 - Preferential, Procurement, Policy fragment Act no. 5 of 2000.

- 2.1.12 The norm/quality of the security service to be rendered must be in accordance with acceptable standards of the trade concerned.
- 2.1.13 All possible steps shall be taken by the contractor to ensure that the contract/intended execution of the agreement, will take place. These steps, inter alia, following.
- 2.1.14 The protection of the Municipal property at the intended site and protection of the said property against theft and vandalism.
- 2.1.15 The protection of Municipality's officials against injuries, death or any other offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act of 51 of 1977).

2.1.16 The contractor must provide the security personnel as required for the successful tendering of the service, as follows:

Security officer, Grade D, are required and should be according to the site specification. That is the person who performs any one or more of the following duties:

- a. Controlling or reporting on the movement of person or vehicles through check-points or gates.
- b. Searching persons and if necessary, restraining them.
- c.. Searching goods or vehicles, and
- d. Who may be required to perform and or all of the duties of a security officer.

2.1.17 Security Officer, Grade D, are required and should be according to the site specification, who perform any one or more of the following duties:

- a. Guarding, protecting or patrolling premises or goods.
- b. Handling or controlling dogs in the performance of any or all of the duties referred to in (a); where applicable.

2.1.18 It is the responsibility of the contractor to see to it that the security personnel in his/her service and especially those employed for the rendering of this service, meet the following requirements at all times.

2.1.19 **SUPERVISORS**

- ❖ Supervisors must be schooled to at least Grade 12 and at least the same grade as the posts they are employed.
- ❖ Supervisors must have a good grounding in their post descriptions and duties.
- ❖ Supervisors must at all times be capable of leading/controlling and supervising their subordinates.
- ❖ Supervisors must be to able communicate, read and write in at least English.

2.1.20 **SECURITY OFFICERS**

- ❖ Security officers must be schooled to at least (Grade 12).
- ❖ Security officers must be to able communicate, read and write in at least English.
- ❖ Security officers must not be younger than 18 years of age.

The following general requirements apply:

- ❖ Supervisors and security officers must have undergone and passed formal security training.
- ❖ At all times supervisors and security officers must present an acceptable image / appearance which imply, inter alia, that they may not sit lounge about, smoke, talk with cell phone, eat or drink while attending to people.
- ❖ Supervisors and security officers must at all times present a dedicated attitude/approach to security, which attitude / approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors / staff or discourteous behaviour towards them.
- ❖ Supervisors and security officers must be physically healthy and medically fit for the execution of their duties.
- ❖ Supervisors and security officers must be registered as security officers / guards, as required by Private Security Industry Regulatory Authority, Act 2001, Section 23(1) (c) and Regulations made under Private Security Industry Regulatory Authority Act 56 of 2001.
- ❖ Supervisors and security officers must sign an undertaking in which they declare that they will refrain from any action, which might be to the detriment of the Municipality.
- ❖ Supervisors and security officers are prohibited from reading departmental documents or records in offices or unnecessary handling thereof.
- ❖ No information concerning Municipal activities may be furnished to the public or media by the contractor and his employees.
- ❖ The Municipality reserves the right to ascertain from the South African Police Services (SAPS) whether security personnel are registered with the Council of Security Officers.
- ❖ Security personnel must at least possess security clearances issued by the SAPS.

- ❖ The contractor undertakes to ensure that each member of his/her security personnel will at all times when on duty is fully equipped in respect of:
- ❖ A uniform, neat and clearly identifiable uniform of the company, which uniform will include matching raincoats and overcoats.
- ❖ A clear identification card of the company with the member's photo identification and file numbers on it, worn conspicuously on his/her person at all time.
- ❖ Service aids to be worn on the person at all time during guard duty such as:
 - ❖ Baton.
 - ❖ Handcuffs.
 - ❖ Whistle
 - ❖ Pocket book
 - ❖ Pen
 - ❖ Torch at night
 - ❖ Two way radio (where applicable)
 - ❖ Firearm (where applicable)
 - ❖ Hand Held Metal Detectors

2.1.21 The contractor at his headquarters must keep available for inspection by representatives by Municipality; proper staff files as well as all appropriate documents of all security personnel in his service who are employed for the rendering of the service to the Municipality by the contractor and be available for inspections registration and medical certificates and security clearances.

2.1.22 The contractor must ensure that the specified security aids are available at all times at each site where he renders a security service in terms of this contract.

2.1.23 **OCCURENCE BOOK**

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

Compulsory occurrence book entries: the security personnel on duty must take the following entries in the occurrence book:

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

- 2.1.25 All occurrences, however, important, slight or unusual, with reference to the correct time and relevant actions taken.
- 2.1.26 All security personnel activities, especially deviations in respect of the duty list, indicating particulars of the security personnel and relevant times.
- 2.1.27 The issue and or receipt of keys, indicating the time and by whom they were received or delivered.
- 2.1.28 The locking or unlocking of doors or gates, indicating the time and by whom locked or unlocked.
- 2.1.29 The handing over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel handing over must sign entries.
- 2.1.30 Occurrence book read: After the exchange of shifts, the first level supervisor must make an entry declaring that he/she has read the occurrence book in order to acquaint himself with events that occurrence during the previous shift.
- 2.1.31 All visits by second level supervisors and management: these entries must be in red ink.
- 2.1.32 Officials of the Municipality shall pass on in writing, all additional requests in respect of the rendering of the service.

NOTE. Under no circumstances may an entry in the occurrence book be erased, printed out with correction fluid or totally declared. It shall be crossed out by a single line and initiated at the Municipality.

Storage of occurrence books: the contractor shall store the fully entered occurrence books for a period of three years.

2.1.33 ADMISSION OF CONTROL REGISTER OR FORMS

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

2.1.34 **Pedestrian register/pedestrian control forms:**

- 2.1.35 These register forms must be completed correctly and legible by the service officer on duty and shall make provision for the following:

- ❖ date of visit

- ❖ admission and exit times of the visitor to and from the site
- ❖ surname and initials of the visitor
- ❖ home or address of the visitor
- ❖ identity number
- ❖ name of person to be visited
- ❖ purpose to be visited
- ❖ brand, caliber and number of firearm on visitor's possession (if any)
- ❖ signature of visitor

2.1.36 VEHICLE REGISTER/VEHICLE FORMS:

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

- ❖ date of visit
- ❖ admission and exit times of the visitor to and from the site
- ❖ surname and initials of the visitor
- ❖ home or address of the visitor
- ❖ registration number of the vehicle number
- ❖ name of person to be visited
- ❖ numbers of the passengers
- ❖ purpose of visited
- ❖ brand, caliber and number of firearm in the vehicle (if any)
- ❖ signature of driver

2.1.37 NOTEBOOK

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

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

The following information must be noted down in their notebooks:

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

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

Copying into occurrence book: All relevant information noted down in the notebook must immediately or directly after return from a patrol, is copied into the occurrence book.

Storage of notebooks. The contractor must store the fully entered for a period of three years.

2.1.38 DUTY LIST

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

Drawing up a duty list: Daily, weekly or monthly duty of all security personnel on duty must be on duty per shift, are indeed on duty.

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

2.1.39 DUTY SHEET

Purpose: the of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required for the contractor.

The contract must have available at the site a comprehensive duty sheet per duty point.

2.1.40 TWO WAY RADIOS

Purpose: The purpose of radio communication is the establishment of immediate communication between the different duty points and control, as well as between control on at the contractor's headquarters.

Hand carried radios: Serviceable hand carried radios must at all times be provided by the contractor, as stipulated in the site specification.

2.1.41 CLOCK POINTS

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

Check points shall be provided by the Municipality at identified sites.

The first or second level supervisor must make daily contact with the departmental representative.

No security personnel are adhered to do continuous duty for longer than twelve hours.

2.1.42 LOST ARTICLES

Lost articles found at the site and for which ownership cannot be established.

Lost articles found in at the control room must be recorded in the occurrence book, after which they must be handed to the departmental representative.

No departmental deliveries will be received at the control room. The necessary arrangements must be made by the departmental representative.

2.1.43 LABOUR UNREST INCIDENTS

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

2.1.44 CHECKING OF SERVICE

The Municipality reserves the right to check the service rendered by the contractor at any time, the Security Manager should ensure that the service is rendered in accordance with the conditions of contract and site specification.

The Municipality reserves the right to require from the contractor that any of his employees is replaced, in which case the employee must leave site forthwith. The Municipality will not be held responsible for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.

NOTE: The departmental representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions.

All personnel shortages must be noted in the occurrence book.

The contractor will be held liable for any loss suffered by the Municipality, as a result of the contractor's own or his employees' negligence or intent, which originated at the site.

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

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

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

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

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

The contractor must, at his own expense, take out sufficient insurances of about R10 million against any claims, loss and / or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this agreement.

A copy of such insurance contract must be part and parcel of the bid documents.

The contractor may not, unless otherwise specified, make use of any of the Municipality's equipment or / property, for purposes of compliance with the conditions, which equipment, aids and or property include, inter alia, vehicles, stationery, firearms, rooms and furniture.

The water and electricity required from the rendering of the services shall be provided free of charge by the Municipality.

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

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

The contractor's personnel must at all times refrain from littering and must at all times keep the grounds and buildings occupied by them clean, hygienic and neat. Any littering caused by the dogs used by the contractor shall be removed by the contractor at the end of each shift.

Under no circumstances are security personnel allowed to carry on any trading.

The contractor shall not erect or display any sign, printed matter, painting, names plates, advertisement, and article or object of any nature whatsoever, in or against Municipality buildings or sites or any part thereof without written consent of the Municipality. The contractor shall

not publicly display at the site any article or object which is regarded as objectionable or undesirable.

2.1.45 PRO RATA DECREASE OF PAYMENT

If, at any time, the service is rendered in accordance with the conditions of the contract or the specification, e.g. insufficient security officers provided, the right is reserved to adjust payment accordingly.

Similarly, no departure from or breach of, or failure to comply with any of the conditions, shall be deemed to be a condonation, waiving or ratification of such departure, breach or failure to comply, unless such condonation, waiving or non fulfillment has been agreed to in writing, through the Municipality representatives.

2.1.46 TERMINATION OF SERVICE

The stipulations of the Provincial Tender Board's General and Procedures (NPT 1) apply in the particular to cases of failure to comply with any of the conditions of the contract, or where an unsatisfactory service is rendered.

Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Municipal representatives.

Should the contractor alienate his rights and liabilities in terms of this contract, he must notify the Municipality immediately so that the necessary steps for the cession of the contract can be taken (paragraph 61 NPT1).

2.2. Invitation of tenders

Invitations to tender indicate the conditions of purchase, preference point system to be used, specifications, delivery schedules, closing dates, contact person and all other necessary information.

2.2.1 Unless otherwise indicated in the tender documents, the Municipality shall not be liable for any expenses incurred in the preparation and submission of tender.

2.2.2 Unless stated otherwise, the laws of the Republic shall govern contracts arising from the acceptance of tenders.

2.2.3 The tender number on any envelope containing a tender must correspond with the number of the tender within the envelope.

- 2.2.4 The Municipality shall, in the tender document, indicate which preference point system to be applied in the adjudication of the specific tender.
- 2.2.5 Tenderers are required to:
- Make use of the official Mogalakwena Municipality tender documents.
 - Insert tender prices and other required information in the appropriate spaces on the prescribed form.
 - Furnish all further information called for in the tender documents and to supply pamphlets, samples, etc., where required.
- 2.2.6 Complete a declaration that:
- The information provided is true and correct.
 - The signatory is duly authorized to sign the tender document.
 - Tenders containing tenderers own specified conditions may result in the tender being declared invalid.
- 2.2.7 Tender deposit, which is not refundable, must be paid at the cashier of the Municipality.
- 2.2.8 A fully explanatory site inspection, where applicable, must be conducted before the close of tenders to ensure that tenderers understand the scope of the project and that they comply with the conditions and requirements.
- 2.2.9 The attendance of this meeting will be compulsory. The site inspection attendance register shall be fully completed and duly signed.
- 2.2.10 Tenders close at 10:00 on the closing date indicated in the tender documents.
- 2.2.11 Unless the Council decides otherwise, tenders close at least four weeks after the date of publication.
- 2.2.12 The extension of closing date may only be granted by the Municipal Manager. This may be considered if circumstances justify the extension. The closing is normally extended if there is sufficient time to publish an amending notification, before the original closing date.
- 2.2.13 The tender shall remain valid for 90 calendar days and is calculated from the date and time of tender closure endorsed on the front cover of the tender document.
- Should the tender validity expires on a Saturday, Sunday or Public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working date.

- 2.2.14 Tenders shall be lodged not later than the closing time specified for their receipt at the address and in accordance with the directives in the tender documents.
- 2.2.15 Each tender shall be addressed in accordance with the directives in the tender documents and shall be lodged in a separate sealed envelope with the name and address of the tenderer, the tender number and the closing date indicated on the envelope.
- 2.2.16 The envelope shall not contain documents relating to any tender other than that shown on the envelope.
- 2.2.17 No submission via telephone, fax and email will be considered.
- 2.2.18 Tenders are late if they are received at the address indicated in the tender documents after the closing date and time.
- 2.2.19 A late tender shall not be admitted for consideration.
- 2.2.20 All tenders received in sealed envelopes with the relevant tender number on the envelopes are kept unopened in safe custody until the closing time of tender, where, however, a tender is received open it shall be sealed.
- 2.2.21 If it is received without the tender number on the envelope, it shall be opened, the tender number ascertained, the envelope sealed, and the tender number written on the envelope.
- 2.2.22 tenders are opened in public as soon as practicable after closing date.
- 2.2.23 The official opening the tenders shall in each case read out the name of the tenderer and the amount of the tender.
- 2.2.24 The tender shall be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened. The tender shall be recorded in a register kept for that purpose.

2.3. Consideration of tenders

- 2.3.1 The Council takes all tenders duly admitted into consideration.
- 2.3.2 The Council reserves the right to accept the lowest or any tender received.
- 2.3.3 The decision by the Council regarding the awarding of a contract shall be final and binding.
- 2.3.4 Where a contract has been awarded on the strength of information which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Council may, in addition to any other legal remedy it may have:
 - a) Recover all costs, losses or damages it has incurred or suffered as a result of the award of the contract.

- b) Cancel the contract and claim any damages, which it has suffered as a result of having to make less favorable arrangements due to such cancellations.
- c) Impose a financial penalty more severe than the theoretical financial preference associated with the claim, which was made in the tender.
- d) Restrict the contractor, its shareholders and directors from obtaining business from the Municipality for a period not exceeding ten (10) years.

2.3.5 The Municipality will adjudicate acceptable tenders using a preference point system which awards points on the basis of:

- ❖ The tendered price, and
- ❖ Meeting specific goals

- Only a tenderer who has completed and signed the declaration part of the tender documentation may be considered for evaluation.
- The Council may, before a tender is adjudicated or at any time, require a tenderer to substantiate claims it has made with regard to preference.
- In the event that different prices are tendered for different periods of a contract, the price for each period must be regarded as a firm price if it conforms to the definition of a “firm price”.
- Points scored will be rounded off to the nearest 2 decimal.
- In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for specified goals. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.
- Preference points stipulated in respect of a tender will include preference points for equity ownership.
- The equity ownership completed in paragraph (12) will be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company’s shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- In the event that the percentage of ownership contemplated in paragraph (13) changes after the closing date of the tender, the tenderer must notify the Municipality and such tenderer will be eligible for any preference points.

2.3.6 No contract shall be awarded to a person whose tax matters are not in order.

- 2.3.7 Tenderers submitting two or more offers on the same tender without declaring interest will be disqualified.
- 2.3.8 No contract shall be awarded to a company that fails to submit a valid company registration certificate.

2.4 Administration of Contracts

2.4.1 Settlement of disputes

Should any dispute arise between a tenderer/supplier and the Municipality as to an interpretation of the conditions of a tender, contract or order, the decision of the Council shall be final. The execution of a contract or order shall not be delayed pending such decision.

2.4.2 Orders

Supplies shall be delivered and services rendered only upon a written official order or appointment letter from the Municipality, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

2.4.3. Guarantee

Unless the contract stipulates otherwise, the contractor shall guarantee for in the execution of services. Should the guarantee not be complied with, the Municipality may, without prejudice to any other rights it may have, demand that the supplies are replaced and the services repaired without cost to the Municipality.

2.5 Payment for supplies and services

Subject to any instructions issued with a contract or order, a contractor shall be paid for and services rendered in accordance with the under-mentioned provisions:

- 2.5.1 On the basis of delivery into store or to another nominated destination, only after receipt of a detailed account and after delivery has been effected.
- 2.5.2 On the basis of delivered and erected, installed, etc., only after receipt of a detailed account supported by a certificate of satisfactory execution issued by a Municipality agent.

- 2.5.3 Payment will normally be effected within 30 days of receipt of all the required documentation, which should be correct in every respect. Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.
- 2.5.4 As a rule, payment is made to the contractor only. When payment is claimed by another party the latter must produce a written transfer, power of attorney or authorization and, before payment is made, the contractor must confirm that the transfer, power of attorney or authorization has been given by him/her and that payment may be claimed in terms thereof.

2.6 Remedies in the case of death, sequestration, liquidation or judicial Management

In the event of the death of a service provider or the provision or final sequestration of his/her estate or of his/her cession or transfer of a contract without the approval of the Council or of the surrender of his/her estate or of his/her reaching a compromise with his/her creditors or of the provisional or final liquidation of a contractor's company or the placing of its affairs under judicial management, the Council may, without prejudice to any other rights it may have, exercise any of the following:

- 2.6.1 Cancel the contract and accept any of the tenders, which were submitted originally with that of the service provider or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved from liability for any claim which has risen or may arise against the service provider in respect of supplies not delivered or work not carried out by him/her under the contract, and the Council shall have the right to hold and retain all or any of the securities and retention moneys held by it at the date of the aforesaid occurrences until such claim has been satisfied; or
- 2.6.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for, on behalf of, and at the cost and expenses of the estate of the service provider to carry on with and complete the contract.

2.7 Service Provider's liability

In the event of the contract being cancelled by the Council in the exercise of its rights in terms of these conditions, the service provider shall be liable to pay to Council any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation and Council shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract, or from a guarantee provided for the due fulfillment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Council may suffer or have suffered.

The service provider may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in the supply or service rendered or if the supply or service as a result of such defect, latent, otherwise, does not conform to any condition or requirement of the contract.

2.8 Transfer of contracts

The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the Council.

FORM “E”

JOB DESCRIPTION

1. Guard, patrol and monitor the premises to ensure safety of customers, employees, and property and management from any sort of damage like fire, robbery or theft.
2. To detect signs of intrusion and to ensure that the gates are locked and switching lights on when necessary.
3. Write reports of daily activities and irregularities such as equipment or property damage, theft, presence of un-authorized persons, or unusual occurrences.
4. Call police or fire department in cases of emergency, such as fire or presence of unauthorized persons.
5. Circulate among visitors, patrons and employees particularly at the civic centre to preserve order and protect property.
6. Warn persons of rule infractions or violations and apprehend or evict violators from the premises using force when necessary.
7. Operate detecting devices to screen individuals and prevent passage of prohibited articles into restricted areas at the civic centre and other places when necessary.
8. Twenty four hour a day patrol by the senior security officer of that particular company/companies is compulsory to ensure the protection and safety of the municipal property.

GUIDE LINES

1. Do not allow unauthorized person in the premises.
2. Do not allow visitors at the post.
3. Do not make firewood at the post without permission.
4. Do not play cards or any other game on the mobile phone.
5. Do not smoke or allow people to smoke in a prohibited area or near the customers in particular the civic centre.
6. Do not sleep, drink or report on duty while under the influence of alcohol.
7. Do not leave the post unguarded.
8. Do not share any personal information about the mayor for security reasons.
9. Do not use radio communication at the mayor's residence.
10. Do not use too much force.
11. Do not ask a person to leave the premises because of age (unless it is a legal requirement), race, mental illness, disability or because of being gay or lesbian.

EVALUATION CRITERIA

Proposal will be evaluated on the basis of the PPPFA 80/20 point system.

The proposal will be evaluated as follows:

1. pre- requisite assessment
 - The insurance liability of above 50 million
 - Proof of registration with PSIRA
(Bidders who fail to submit the above documents will not be considered for functionality assessment)
2. Functionality assessment
3. Responsiveness assessment

FUNCTIONALITY ASSESSMENT

| Evaluation Criteria | Maximum Weight | Scoring Criteria |
|--|-----------------------|---|
| Qualification and Experience | | |
| Previous work experience (number of projects) (valid Certified copies of completion certificates/reference letters of previous work need to be attached, otherwise no points will be allocated) | 20 | 7 and above=20 points 5-6 projects=15 points 2-4 projects = 10 points |
| Previous work experience (number of years) (valid Certified copies of completion certificates/reference letters of previous work need to be attached, otherwise no points will be allocated) | 20 | 7 and above=20 points 5-6 years=15 points 2-4 years = 10 points |
| Risk Profile (Contactable references from clients to be submitted) | 30 | Very good risk assessment report=30 Good risk assessment report= 15 |
| Method statement detailing how the bidder intends to implement project, taking into account attendant risks, quality assurance and deployments of resources | 20 | Compliant plan=20 Adequate=15 |
| Locality | 10 | Mogalakwena Local |

| | | |
|--------------------------|------------|---|
| | | Municipality=10 Waterberg district=5 Outside waterbeg=0 |
| Total score | 100 | |
| Minimum threshold | 70 | |

NB! The minimum cut off points for functionality is 70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation.

NB: Bidders who obtains a score of less than 70 points out of 100 will not be considered for further evaluation.