

ENDUMENI LOCAL MUNICIPALITY

PANEL OF SECURITY SERVICES FOR ENDUMENI LOCAL MUNICIPALITY PERIOD OF 36 MONTHS

- BID NO:03/2020-21 PANEL OF SECURITY SPECIALIST COMPANIES FOR THE SUPPLY, MAINTENANCE AND SERVING OF CCTV FOR PERIOD OF 36 MONTHS
- BID NO:04/2020-21 PANEL OF ENDUMENI LOCAL MUNICIPALITY SECURITY SERVICES FOR THE PERIOD OF 36 MONTHS
- BID NO:05/2020-21 PANEL OF ENDUMENI LOCAL MUNICIPALITY VIP SECURITY SERVICES FOR PERIOD OF 36 MONTHS

Interested registered suppliers are hereby invited to submit bids for the supply and delivery of the following:

1. PANEL OF SECURITY SERVICES FOR ENDUMENI LOCAL MUNICIPALITY FOR PERIOD OF 36 MONTHS

Bids submitted late will not be considered.

2. No bid sent or submitted by facsimile, telex, telegram or electronic mail will be accepted.
4. The municipality is not obliged to accept the lowest or any bid.
5. As per section 38(d) (i) & (ii) of Endumeni Municipality's Supply Chain Management Policy, bidders or any of its directors who are in arrears with their rates and taxes for more than three months or who have failed to perform satisfactorily on a previous contract in the last five years, will not be considered.
6. Bids will be adjudicated in terms of the Council's Supply Chain Management Policy.

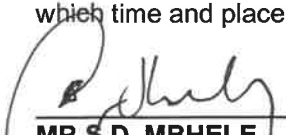
LIST OF RETURNABLES

Company Registration Document, Sars Tax Pin, Certified copy of BBBEE Certificate (Sanas Approved) or Affidavit BBBEE, Certified Copies of Directors Identity Document not older than 3 months, Statement of Municipal Rates not older than 3 months or proof of residence for those residing in rural areas/lease agreement, CSD and Letter of Good Standing.

Bids must be submitted on official bid documents obtainable from the Finance Department, **Miss K.M Ndlovu(Kwenele), Mr L.G Sithathu (Lindani) or Mr B.C Sibiya (Bheki)** Room 12, 64 Victoria Street, Dundee from 07h30 to 15h30, upon payment of a **non-refundable deposit of R500.00 per set of bid documents. Tender documents can also be downloaded free of charge on www.etenders.gov.za or www.endumeni.gov.za** NB: Document must be binded,unbinded documents will not be accepted

Should any interested and affected dealer need further clarification, feel free to contact the **Executive Manager Corporate, Mr S.P Zulu** on 034 212 2121/087 150 5205 Ext 2209 during office hours.

Sealed bids, outwardly marked “ **PANEL OF SECURITY SERVICES FOR ENDUMENI LOCAL MUNICIPALITY FOR PERIOD OF 36 MONTHS**” should be deposited into the bid box on or before **14:00 Friday, 09 OCTOBER 2020** at **Endumeni Municipal Offices, 64 Victoria Street, Dundee**, at which time and place bids will be publicly opened.



MR S.D. MBHELE
Municipal Manager
Endumeni Municipality
Private Bag 2024
DUNDEE
3000

Notice No: 90/2020

10 September 2020

BID DOCUMENTS
BID NO: B05/2020-21

APPOINTMENT OF A PANEL OF SECURITY SPECIALIST COMPANIES FOR THE PROVISION OF VIP PROTECTION SECURITY SERVICES FOR ENDUMENI LOCAL MUNICIPALITY'S PRINCIPALS AND THEIR RESIDENCES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

CLOSING DATE: 09 OCTOBER 2020



NAME OF BIDDER:.....

ADDRESS :.....
.....
.....

TELEPHONE NO:

E-MAIL ADDRESS:

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ PUBLIC ENTITY)					
BID NUMBER:	B05/2020-21	CLOSING DATE:	09 OCTOBER 2020	CLOSING TIME:	14h00
DESCRIPTION	APPOINTMENT OF A PANEL OF SECURITY SPECIALIST COMPANIES FOR THE PROVISION OF VIP PROTECTION SECURITY SERVICES FOR ENDUMENI LOCAL MUNICIPALITY PRINCIPAL AND THEIR RESIDENCE FOR A PERIOD OF (36) MONTHS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

ENDUMENI LOCAL MUNICIPALITY
CIVIC CENTRE
VICTORIA STREET
DUNDEE

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					
	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	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR
	NAME:	

[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?	<div style="display: flex; justify-content: space-around;"> Yes No </div> [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<div style="display: flex; justify-content: space-around;"> Yes No </div> [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
MUNICIPALITY/ PUBLIC ENTITY	ENDUMENI	CONTACT PERSON	S.P ZULU
CONTACT PERSON	N.Z ZULU (SCM)	TELEPHONE NUMBER	034 212 2121

TELEPHONE NUMBER	034 212 2121	E-MAIL ADDRESS	zulus@endumeni.gov.za
E-MAIL ADDRESS	zulunz@endumeni.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
2. TAX COMPLIANCE REQUIREMENTS								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SECTION C (MBD 3)

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

SECTION D

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: Endumeni Local Municipality

Contact Person: Miss N Zulu

Tel: 034 212 2121

Fax:

Email: zulunz@endumeni.gov.za

ANY ENQUIRIES REGARDING SPECIFICATION INFORMATION MAY BE DIRECTED TO:

Contact Person: S.P Zulu

Tel: 034 212 2121

E-mail address: zulus@endumeni.gov.za

SECTION E: MBD 4

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 positioning 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 or any Directors/trustees/shareholders/ members 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	Are you employed by National/ Provincial/ Local Government? YES/NO	If YES, please give details

5. I duly confirm that the above information is correct until otherwise advised in writing AND the company undertakes to immediately, in writing on same day of appointment, advise the Municipality immediately if any of its directors/trustees/ members/shareholders assumes appointment as an employee in national, provincial and/or local government AND the company will deregister from the Municipality Supplier Database and cease forthwith from doing business with the Municipality AND the company shall be subject to a penalty of forfeiting all payments for services rendered or products delivered or installed if it fails to immediately disclose in writing the employment of any of its directors/trustees/ members/shareholders in national, provincial and/or local government.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

ENDUMENI MUNICIPALITY

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

1. DECLARATION WITH REGARD TO COMPANY/FIRM

1.1 Name of company/firm:.....

1.2 VAT registration number:.....

1.3 Company registration number:.....

1.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

1.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

1.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

1.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SECTION G

CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Endumeni Municipality (Hereinafter called the "Municipality") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Municipality during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1991, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Municipality. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address)

.....

.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference bid cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment 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

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

SECTION I

SCOPE OF WORK AND PRICE SCHEDULE

DESCRIPTION OF SERVICE

APPOINTMENT OF A PANEL OF SECURITY SPECIALIST COMPANIES FOR THE PROVISION OF VIP PROTECTION SECURITY SERVICES FOR ENDUMENI LOCAL MUNICIPALITY'S PRINCIPALS AND THEIR RESIDENCES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

SCOPE OF WORK

1. SCOPE OF BID

The successful Bidder undertakes to provide a complete VIP security service the Officials and their residences referred to in the Scope of Work, which shall include but not be limited to the protection of:

- 1.1 Endumeni Municipal political officials
- 1.2 Endumeni Municipal officials
- 1.3 Endumeni Municipal Political Official's residences

2 Those guarding residences will also prevent: -

- 2.1 Theft from the premises;
- 2.2 Damage to the premises;
- 2.3 Any unlawful interference with the premises, and
- 2.4 The commission of any offence on or in connection with the premises.
- 2.5 Safety of municipal employees within the premises

In addition to the above, the Bidder will be expected to provide a Back up vehicle as per specification by the Municipal's Representative.

1.6 Proposed Rates

GRADE	RATE PER DAY		RATE PER RADIO	PROPOSED ESCALATION YEAR 2		PROPOSED ESCALATION YEAR 3	
	Armed	Unarmed		Armed	Unarmed	Armed	Unarmed
A							
B							
C							
Back Up Vehicle							

GRADE	RATE PER NIGHT		RATE PER RADIO	PROPOSED ESCALATION YEAR 2		PROPOSED ESCALATION YEAR 3	
	Armed	Unarmed		Armed	Unarmed	Armed	Unarmed
A							
B							
C							

2. SCOPE OF WORK IN BRIEF

All services must be supplied according to the specification and must be in accordance with Endumeni Municipality tender specification for the Provision of Security Service at the Endumeni Local Municipality's various properties

SPECIAL CONDITIONS AND CONTRACT PERIOD

- 3.1 Bidders are to quote for all items.
- 3.2 Should bidders not quote for all items; they would be considered non-responsive.
- 3.4 The contract is for a period of **thirty-six (36) calendar months** but the Municipality reserves the right to terminate the contract due to non compliance by the contractor.
- 3.5 A month calendar written notice will be given to the successful company on termination of the contract.
- 3.6 **Experience:** The bidders are required to submit a schedule of previous projects of a similar nature to indicate their experience.
- 3.7 **References:** Provide references from the previous clients for work of a similar nature done.
- 3.8 Site inspection may be conducted to responsive service providers, and any false information provided by the Security Company will disqualify the bidder.

1. CONTRACT REQUIREMENTS

- 4.1 Tender is required to tick in the box below for which designated group they fall in.
- 4.2 Tenders that do not meet the prequalification criteria stipulated below will be disqualified.

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		

5. BID DECLARATION

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

5.2 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 10.3.1

5.2.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)

(Points claimed in respect of paragraph 10.6.1 must be in accordance with the table reflected

in paragraph 10.3.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

5.3 SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	

5.3.2 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

5.7 DECLARATION WITH REGARD TO COMPANY/FIRM

5.7.1 Name of company/firm:.....

5.7.2 VAT registration number:.....

5.7.3. Company registration number:.....

5.7.4 TYPE OF COMPANY/ FIRM

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

5.7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

5.7.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

5.7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 10.3.1 and 10.5.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- v) The information furnished is true and correct;
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- viii) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (f) disqualify the person from the bidding process;
 - (g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (h) 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;
 - (i) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of Municipality for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (j) forward the matter for criminal prosecution.

Witness

1.....

2.....

.....
SIGNATURE(S) OF BIDDER(S)

DATE

ADDRESS.....

.....

.....

This TENDER is subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, The KwaZulu-Natal Supply Chain Management Policy Framework and the General Conditions of Contract as prescribed by Municipality.

6. VALIDITY

This TENDER shall be valid for a period of ninety (90) calendar days calculated from the closing time specified

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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

SECTION L

Data Sheet 2:- RESOURCES SCHEDULE - QUESTIONNAIRE

Bidder is to complete this schedule for evaluation purposes.

1. COMPANY DETAILS

1.1 State the form of business (ie. Close Corporation, Company (private/public), Sole Proprietor or Partnership, etc.)

1.2 List names of all shareholders, directors, members, owners, etc. as applicable

1.3 State the year in which the company was established and the length of time the said firm has been trading.

1.4 State the current establishment of security officers and their respective grades currently employed within the company

Grade	No. Registered with PSIRA	Applications pending with PSIRA	No. not Registered with PSIRA	TOTALS
A				
B				
C				
VIP PROTECTION				
Totals				

2. COMMUNICATIONS

2.1 State the physical address of the operations/control room:

.....

2.2 State the 24 hour telephone number of the operations/control room

.....

2.3 State the radio frequency allocated to the company if any

.....

2.4 Is the frequency exclusive to the company?

YES	NO
-----	----

If no, provide details:

.....

2.5 State the qualifications of the staff responsible for manning the operations/control room on a permanent basis:

.....

3. GENERAL

3.1 Are your guards paid in accordance with the stipulations of the Labour Relations Act 1995, the Basic Conditions of Employment Act 1977, and in accordance with the Department of Labour's Sectoral Determination 6: Private Security Sector, South Africa, Area 4, as published under Government Notice R. 760 in Government Gazette No. 33509 dated 27 August 2010?

YES	NO
-----	----

3.2 Is the company registered with the Department of Manpower in terms of the Unemployment Insurance Fund?

SECTION M

ANNEXURE A: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS: The following terms shall be interpreted as indicated:

- (a) “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- (b) “Contract” means the written agreement entered into between the Endumeni Municipality and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) “Contract price” means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- (e) “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) “Day” means calendar day.
- (h) “Delivery” means delivery in compliance with the conditions of the contract or order.
- (i) “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- (j) “Delivery into consignees store or to his site” means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) “Dumping” occurs when a private enterprise abroad market its goods and services on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- (l) “Force majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such event

may include, but is not restricted to, acts of the Endumeni Municipality in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- (m) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- (n) “GCC” means the General Conditions of Contract.
- (o) “Goods” means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Contractor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic, where supplies covered by the bid will be manufactured.
- (q) “Local content” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
- (r) “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) “Project site” where applicable, means the place indicated in bidding documents.
- (u) “Endumeni Municipality” means the procuring Municipality Properties, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) “Republic” means the Republic of South Africa.
- (w) “SCC” means the Special Conditions of Contract.
- (x) “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Contractor covered under the contract.
- (y) “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1. CESSION OF CONTRACTS

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Endumeni Municipality, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Endumeni Municipality reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Municipality Suppliers Database and they must be legal entities.

2. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Endumeni Municipality's Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

3. QUALITY AND GUARANTEE

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Endumeni Municipality, as this is a change to the conditions of the contract.
- 3.2 Should the Endumeni Municipality, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Endumeni Municipality's advantage, such variation or alteration shall be performed to the Endumeni Municipality's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Endumeni Municipality and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Endumeni Municipality's Representative at the time the Goods were delivered.
- 3.4 The Contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.

- 3.6 The Endumeni Municipality shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Endumeni Municipality. Should the Contractor delay remedial work in excess of time stipulated by the Endumeni Municipality's representative, the Endumeni Municipality may have such remedial work executed at the Contractor's expense. Should the Endumeni Municipality decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Endumeni Municipality, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Endumeni Municipality may sustain by reason of such action as the Endumeni Municipality may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Endumeni Municipality under the contract shall remain with the Contractor until such goods have been delivered to the Endumeni Municipality.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Endumeni Municipality and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Endumeni Municipality may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Endumeni Municipality decides otherwise, and without prejudice to any other right which the Endumeni Municipality may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Endumeni Municipality shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Endumeni Municipality shall, without cancelling the contract, be entitled forthwith to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.

- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Endumeni Municipality shall, without prejudice to any other right and without cancelling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Endumeni Municipality availing itself of the remedies provided for in paragraph 4.2 -
- 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Endumeni Municipality, shall be paid by the contractor to the Endumeni Municipality immediately on demand, or the Endumeni Municipality may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
- 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Endumeni Municipality shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a Municipality of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Endumeni Municipality.
- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Endumeni Municipality and at the same time the contractor shall indicate the extension of the delivery period

5. PATENTS

- 5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Endumeni Municipality against any claims arising there from.
- 5.2 The Contractor shall indemnify the Endumeni Municipality against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Endumeni Municipality.

6. PACKAGING, MARKING AND DELIVERY

- 6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Endumeni Municipality.
- 6.2 All goods shall be clearly marked in the manner Municipalityd in the Goods or Services Information.

- 6.3 Goods shall be delivered to the address within the Endumeni Municipality's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.
- 6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Endumeni Municipality. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.
- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Endumeni Municipality. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Endumeni Municipality upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Endumeni Municipality may then extend the delivery date, if and as it deems fit.
- 6.7 Should the Contractor fail to supply the material within the time Municipality in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Endumeni Municipality reserves the right (after giving the Contractor seven days notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Endumeni Municipality any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- 6.8 If the Contractor cannot produce proof satisfactory to the Endumeni Municipality that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Endumeni Municipality ascertains that, due to negligence of the Contractor or for reasons beyond his control:
- 6.9.1 No work on the order has been commenced and in the opinion of the Endumeni Municipality, there is little or no prospect of work being commenced in reasonable time;
- 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
- 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Endumeni Municipality may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Endumeni Municipality. The Contractor shall then as soon as possible after such date deliver to the Endumeni Municipality that part of the order which has been completed, and payment is to be effected is for the part

performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.

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

7. CONSIGNMENT OF GOODS

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Endumeni Municipality to the place of delivery stipulated, but not in the name of the Municipality. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Endumeni Municipality's stores during the hours and on the days that the stores are open.
- 7.3 The Endumeni Municipality will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

8. PAYMENT

- 8.1 The Contractor shall furnish the Endumeni Municipality with an invoice accompanied by a copy of the delivery note upon fulfillment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Endumeni Municipality, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Endumeni Municipality only. Any disputes regarding late or delayed payments must be taken up with the Municipality Properties and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

9. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

10. CONTRACT PRICE ADJUSTMENT

- 10.1 Firm contract prices shall not be subject to adjustment. contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-
- 10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the

Endumeni Municipality shall have the right to elect the price list on which any variation shall be based.

- 10.1.2 Where the Cost to Bidder was based on a TENDER by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Endumeni Municipality's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Endumeni Municipality, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.
- 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Endumeni Municipality. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.
- 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Endumeni Municipality, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Endumeni Municipality's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- 10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Endumeni Municipality before such date.
- 10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Endumeni Municipality, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their entity or of his/her/their cession or transfer of a contract without the approval of the Municipality or of the surrender of his/her/their entity or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Endumeni Municipality may, without prejudice to any other rights it may have, exercise any of the following options :

11.1. cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the e of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.

11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the Company of the contractor to carry on with and complete the contract.

11.1.3 For and on behalf of and at the cost and expense of the Company of the contractor, itself carry on with and complete the contract and in that event, the Endumeni Municipality may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.

11.2 Should the Endumeni Municipality elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's Company and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Endumeni Municipality for the fulfilment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Endumeni Municipality may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.

11.3 Should the Endumeni Municipality act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

12. LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Endumeni Municipality and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

13. OFFERING OF COMMISSION OR GRATUITY

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Endumeni Municipality or person in the employ of the Endumeni Municipality, any commission, gratuity, gift or other consideration, the Endumeni Municipality shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

14. PREFERENCES

14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Endumeni Municipality may, at its own right:-

14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Endumeni Municipality as a result of the award of the Contract; and / or

- 14.1.2 Cancel the contract and claim any damages, which the Endumeni Municipality may suffer by having to make less favorable arrangements after such cancellation.
- 14.1.3 The Endumeni Municipality may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

15. WEIGHTS AND MEASURES

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

16. SECURITY

- 16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- 16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Endumeni Municipality inviting the bid.
- 16.3 No deposits are required for bid applications for contracts below R 500 000.

17. ORDERS

17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Endumeni Municipality, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

17.2 The Endumeni Municipality reserves the right to call upon any Contractor during the contract period to make known the following details:

- 17.2.1 Name of Institution placing order;
- 17.2.2 Municipal official order number;
- 17.2.3 Quantity ordered; and
- 17.2.4 List of items ordered.

18. EXPORT LICENCES

- 18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:
- 18.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before he has obtained such licence;
- 18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

19. INSURANCE

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

- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

20. INSPECTION, TESTS AND ANALYSES

- 20.1 In terms of Municipality policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the Municipality Properties inviting the bid, or person specially appointed by the Endumeni Municipality to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Municipality or of organization acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to dispatch in regard to such contract goods as may be deemed necessary by the Endumeni Municipality, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Endumeni Municipality shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Endumeni Municipality calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Endumeni Municipality shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Endumeni Municipality may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor,

for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.

20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.

20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Endumeni Municipality to cancel the contract on account of a breach of the conditions thereof.

21. RESTRICTION OF BIDDING

Without prejudice on any other legal remedies, the Municipality may impose restrictions on a Bidder in terms of which bids to the Municipality will not be accepted for such period as determined by the Endumeni Municipality. This information may be passed to other Endumeni Municipalitys or Municipality organizations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Endumeni Municipality may also make a restriction on a bidder from another Endumeni Municipality or Municipality institution applicable to this Endumeni Municipality.

22. CONTRACTOR'S LIABILITY

22.1 In the event of the contract being cancelled by the Municipality in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Municipality any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Municipality shall have the right to recover such losses, damages or additional costs by means of set-off from monies due or which may become due in terms of the contract or any other contract or from 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 monies or guarantee or any deposit as security for any loss which the Endumeni Municipality may suffer or may have suffered.

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

23. PRICE LISTS

Price lists which are part of the contract shall not be amended without the approval of the Endumeni Municipality, unless the SCC specify otherwise.

24. SUBMISSION OF CLAIMS

24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Endumeni Municipality.

24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by

documentary proof and, if required, an auditor's report sustaining the claim shall be provided.

- 24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

25. MUNICIPALITY PROPERTY IN POSSESSION OF A CONTRACTOR

- 25.1 Endumeni Municipality's property supplied to a Contractor for the execution of a contract remains the property of the Endumeni Municipality and shall at all times be available for inspection by the Endumeni Municipality or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Endumeni Municipality forthwith.
- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Endumeni Municipality's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Endumeni Municipality may require.

26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 26.1 The Municipality reserves the right to procure goods/services outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Endumeni Municipality or if the Contractor's point of supply is not situated at or near the place where the goods/services are required or if the Contractor's goods/services are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Endumeni Municipality or local authority.

27. AMENDMENT OF CONTRACT

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

28. NOTICES

- 28.1 Every written acceptance of a bid shall be posted to the supplier/bidder concerned by registered or certified mail and any other notice to him/her/it shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him/her/it in writing and such posting shall be deemed to be proper service of such notice.
- 28.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting such notice.

29. INCIDENTAL SERVICES

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this contract; and
 - (e) training of the Endumeni Municipality's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 29.2 Prices charged by the Contractor for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.

30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 30.1 The Contractor shall not, without the Endumeni Municipality's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Endumeni Municipality in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 30.2 The Contractor shall not, without the Endumeni Municipality's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Endumeni Municipality and shall be returned (all copies) to the Endumeni Municipality on completion of the Contractor's performance under the contract or so required by the Endumeni Municipality.
- 30.4 The Contractor shall permit the Endumeni Municipality to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Endumeni Municipality, if so required by the Endumeni Municipality.

31. SPARE PARTS

- 31.1 If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:

- (a) such spare parts as the Endumeni Municipality may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under the contract.
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Endumeni Municipality of the pending termination, in sufficient time to permit the Endumeni Municipality to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Endumeni Municipality, the blueprints, drawings, and specifications of the spare parts, if requested.

32. PENALTIES

32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within

the period(s) specified in the contract, the Endumeni Municipality shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Endumeni Municipality may also consider termination of the contract in terms of the GCC.

33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

34. GOVERNING LANGUAGE

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

35. TAXES AND DUTIES

- 35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Endumeni Municipality's country.
- 35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Endumeni Municipality.

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

36. PROHIBITION OF RESTRICTIVE PRACTICES

- 36.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collective bidding (or bid rigging).
- 36.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 36.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s)

SECTION N SPECIAL CONDITIONS OF CONTRACT

SECTION 1: DEFINITION OF TERMS

1.1 SERVICE

The services to be rendered by professional service providers must be rendered in terms of this contract.

1.2 CONTRACTOR

The person or persons, partnership, close corporation, firm or company, whose bid for this service was accepted.

1.3 AGREEMENT

This comprises the agreement signed by parties, the conditions of bid, the bid and the specifications.

1.4 AGREEMENT PERIOD

The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended or renewed in accordance with stipulations of the agreement.

1.5 PARTIES

The parties to this contract are The Executive Manager Corporate Services: Endumeni Local Municipality and the Contractor.

1.8 MUNICIPALITY

Endumeni Local Municipality.

1.9 CURTAILMENT OF SERVICE

The Municipality reserves the right to withdraw from the service any part/s of the contract as a whole, with one month's written notification to the contractor. In a case such as this, the contract sum will be adjusted *pro rata* from the date of withdrawal.

SECTION 2: IMPORTANT INFORMATION TO NOTE

2.1 This bid is invited and will be awarded and administered in terms of the following:-

- 2.1 KwaZulu-Natal Supply Chain Management Policy Framework,
- 2.2 Section 217 of the Constitution,
- 2.3 The PFMA and its Regulations in general,
- 2.4 The Preferential Procurement Policy Framework Act,
- 2.5 National Treasury guidelines, and
- 2.6 Provincial Treasury's Supply Chain Management Practice Notes and guidelines

2.2 REQUIRED COMPULSORY INFORMATION

2.2.1 The bidder shall ensure that all the required information is furnished; viz:-

- 2.2.1 Declaration of interest (SECTION E)
- 2.2.2 Tax Compliance Status Requirements,
- 2.2.3 Compulsory Briefing Session (SECTION M)
- 2.2.4 Authority to sign a bid (SECTION I),
- 2.2.5 Conditions of Bid (SECTION G)
- 2.2.6 Tax Compliance Status.
- 2.2.7 Each party to a Consortium/Group of sub-contractors must obtain separate Tax Clearance Certificate(s) and also be registered on the Suppliers Database.
- 2.2.8 A valid certified copy of B-BBEE Status Level Verification Certificate/ Letter from Sworn Affidavit must be submitted with the proposal.

NOTE: Failure to submit the required information may invalidate the entire proposal.

3.1 ACCEPTANCE OF BID

- 3.1.1 This bid has been invited, and will be adjudicated in terms of the KwaZulu-Natal Supply Chain Management Policy Framework and the KwaZulu-Natal Provincial Treasury's Practice Notes. Endumeni Local Municipality' Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 3.1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

3.2 APPEALS

- 3.2.1 Entities aggrieved by a decision of a Municipality Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Bid Appeals Tribunal in the prescribed manner by the Supply Chain Management Policy Framework

3.3 AMENDMENT OF CONTRACT

- 3.3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Legal Services screening the amendment before it is signed.

3.4 CHANGE OF ADDRESS

Bidders must advise the Municipality should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

3.5 COMMUNICATION

3.5.1 All correspondence with regard to this bid must be addressed or hand delivered to the:

The Executive Manager Corporates Services
Endumeni Local Municipality,

64 Victoria Street

Dundee, 3000

ENQUIRIES: Mr S.P Zulu

TEL.: 034 212 2121

3.6 COMPLETENESS OF BID

3.6.1 Bids will only be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

3.7 COMPLETION OF SPECIFICATION

3.7.1 Where specifications are designed in such a way that responses would be required from bidders, these forms must be completed and submitted as part of the bid document.

3.8 CONDITIONS OF BID

3.8.1 The successful Contractors must be in a position to assume duty on the date stipulated in the letter of acceptance.

3.8.2 No bid received by telegram, telex, or facsimile will be considered.

3.8.3 It shall be noted that the Municipality is under no obligation to accept the lowest or any bid.

3.8.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.

3.8.5 Bidders must provide the following particulars about themselves as part of the bid:

3.8.5.1 Where they have their Headquarters

3.8.5.2 Where they have their Regional Office.

3.8.5.3 Name, address and telephone number of bankers together with their bank account number.

3.8.5.4 The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.

3.9 In cases where a person or persons, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided:

3.9.1 By whom, or with whose assistance, was the business plan drafted?

3.9.2 By whom, or with whose assistance, were the bid prices calculated?

3.9.3 Whose advice is relied on?

3.9.4 Who will provide financial support?

3.9 A list of references must accompany this bid. Particulars shall be submitted regarding similar contractual agreements completed successfully or of projects which the bidder is engaged in.

3.11 CONFIDENTIALITY

The contractor's staff that comes into contact with the Municipality's confidential information and documents may be required to sign confidentiality agreements so as to protect the Municipality's information.

3.12 CONTRACT PERIOD

3.12.1 The contract period shall remain in force for a period of 36 months from date of signing of official contracts.

3.12.2 The Endumeni Local Municipality reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

3.13 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

3.13.1 The bidder must furnish the following details of all current contracts:

- (i) Date of commencement of contract/s;
- (ii) Expiry date/s;
- (iii) Value per contract; and
- (iv) Contract details. That is, with whom held, phone number and address/s of the company.

3.14 EQUAL BIDS

3.14.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

3.15 EXECUTION CAPACITY

3.15.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document.

3.16 EXTENSION OF CONTRACT

3.16.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

3.17 GENERAL EVALUATION CRITERIA

The Bid Evaluation Committee will assess offers and adhere to the following basic guidelines when evaluating.

- a. Whether all the required information called for in the bid document has been submitted by the bidder.

- b. Has the bidder supplied references or stated his/her experience as a Company to undertake the contract. References of past experience must accompany the bid document.
- c. The financial standing of the bidder and ability to render a service may be examined before an award of bid take place.
- d. Preferences will be taken into consideration by the Municipality in terms of the B-BBEE Scorecard.
- e. Documented reports received from an institution/s pertaining to past bad performance by a company who is tendering, may be taken into consideration.
- f. Did the bidder attend the site inspection?
- g. Will the bidder be in a position to successfully execute the contract?
- h. The 80/20 Point System will apply in the evaluation of this bid.

3.18 IRREGULARITIES

- 2.18.1 Companies are encouraged to advise the Municipality timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

3.19 JOINT VENTURES

- 3.19.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by respective members.
- 3.19.2 Should this bid be submitted by a joint venture, a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 3.19.3 A trust, consortium or joint-venture must obtain and submit **a consolidated B-BBEE Status Level Verification Certificate**. The non-submission of a consolidated B-BBEE Certificate by a company will result in preference points not being allocated to such company. Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

3.20 LATE BIDS

- 3.20.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 3.20.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the Bidder, accompanied by an explanation.

3.21 NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS

- 3.21.1 Notification of the Adjudication of bid shall be in writing by a duly authorized official of Municipality's Executive Manager Corporate Services.

3.22 PRO RATA DECREASE OF COMPENSATION

- 3.22.1 Should the services not be rendered to the satisfaction of the Municipality and unsatisfactory items/ aspects/ events have already, in writing, been brought to the attention of the Contractor, the Municipality reserves the right in terms of paragraph **3.27** hereunder, to retain payment to the Contractor for as long as the unsatisfactory service continues.

3.23 CENTRAL SUPPLIERS DATABASE

2.23.1 A bidder submitting an offer must be registered on the Central Suppliers Database. A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.

3.23.2 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

3.24 SUBMISSIONS AND COMPLETION OF MBD 6.1

3.24.1 Bidders are to complete MBD 6.1 document where applicable. Failure by the bidder to submit a valid B-BBEE status level verification certificate will result in the bidder not being considered for preference points allocation. If the information required is not applicable to the business, clearly insert the symbols "N/A" in the appropriate space. If the space provided is left blank, it will be regarded as information that is still outstanding and the MBD 6.1 will not be processed further.

3.25 TERMINATION OF SERVICES

3.25.1 Should the Contractor fail to meet the conditions of this contract, or continue rendering unsatisfactory service, the Employer reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Employer may suffer/incur as a result of the failure, without prejudicing any other rights it may have.

3.26 TAX CLEARANCE CERTIFICATE

3.26.1 The central supplier database and the tax compliance status pin are the approved methods that will be utilised to verify Tax Clearance compliance.

3.26.2 Each party to a Joint Venture/Consortium must submit the tax compliance status pin/printed copies of tax compliance certificates together with the bid before the closing date and time of bid.

3.27 UNSATISFACTORY PERFORMANCE

3.27.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(i) Before any action is taken, the Municipality shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the Municipality will:

- (a) take action in terms of its delegated powers
- (b) make a recommendation for cancellation of the contract concerned.

3.28 VALIDITY PERIOD AND EXTENSION THEREOF

3.28.1 The validity (binding) period for the bid must be **90** days from close of bid. However, circumstances may arise whereby this Municipality may request the bidders to extend the validity (binding) period. Should this occur, the Municipality will request bidders to extend the validity (binding) period under the same terms and conditions as originally

tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

3.29 VAT

2.29.1 Bid prices must be inclusive of VAT.

2.29.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) the name and address of the recipient;
- (c) an individual serialized number and the date upon which the tax invoice is issued;
- (d) a description of the goods or services supplied;
- (e) the quantity or volume of the goods or services supplied;
- (f) either :–
 - (i) the value of the supply, the amount of tax charged and the consideration for the supply; **or**
 - (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

3.30 REGISTERED ADDRESS

The Municipality provides the following:

Street address as it's *domicillium citandi et executandi* in respect of any lawsuit which might result from or bears relevance to this contract, as well as for purposes of notice to : The Executive Manager Services: Endumeni Local Municipality

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SECTION 0
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO BE APPOINTED TO RENDER VIP PROTECTION
SECURITY SERVICES TO THE ENDUMENI MUNICIPALITY

SPECIFICATION

1. SCOPE OF BID

The successful Bidder undertakes to provide a complete VIP security service the Officials and their residences referred to in the Scope of Work, which shall include but not be limited to the protection of:

- 2.5 Endumeni Municipal political officials
- 2.6 Endumeni Municipal officials
- 2.7 Endumeni Municipal Political Official's residences

In addition to the above, the Bidder will be expected to provide a Back up vehicle as per specification by the Municipal's Representative.

2. QUALIFICATIONS BY THE BIDDER AND HIS REPRESENTATIVE

The Bidder/Director of the company must possess certificate in VIP protection as a pre requirement so that he knows what is involved in VIP Protection.

The Director / Bidder will however nominate a responsible person(s) who shall equally have a VIP Protection Certificate and would be readily available to supervise the security arrangements, and who will receive his instructions from the Head of Department concerned or his nominee.

3. SUPERVISION

3.1 The abovementioned responsible person(s) must have an accredited certificate in VIP Protection training, and a tertiary qualification in Security Risk Management or relevant equivalent NQF 5 qualification for ad-hoc professional security risk management/assessment reports compilation coupled with Police Clearance Certificate (to safeguard security integrity interests of the Endumeni Municipality).

3.2 The Bidder shall provide adequate supervision of the service at all times. There are to be a minimum of one visits per shift by the Supervisor(s) at each location. One visit taking place during the mid- sixth hour shift. The following shall not be regarded as visits:-

- ❖ Posting of security officers
- ❖ Collection of security officers from any location.

3.3 Times of the visits and the signature of the Supervisor(s) are to be recorded in the occurrence book maintained at each point.

3.4 All guards must be paraded and inspected before the commencement of each shift and transported to their place of work.

4. OPERATION

4.1 REQUIREMENTS

The Bidder shall provide a complete VIP security service with the specified resources in the scope of work and/or any authorised amendment thereto. The Bidder's shall ensure the protection of the political officials/ officials in accordance to the scope of work:

The successful/preferred bidder must have a valid Letter of Good Standing for compliance with COIDA and PSIRA, a Police clearance for a responsible person as well as a certificate of compliance with Private Security Provident Fund.

Provide proof of shotguns' licenses registered on **bidder's name** with such to be fully loaded magazine, plus 20 rounds of ammunition carried by the security officer for unrests and to disperse the crowd.

4.2 DUTIES

The Bidder shall be responsible for undertaking and incorporating the following into the operation and recording these activities and the results thereof in reports to the Representative:-

- ❖ Protection of Endumeni municipal political officials/ officials and their premises.
- ❖ Escorting Endumeni political officials
- ❖ Control vehicular access/egress to the site (where necessary).
- ❖ A pre-determined and free route on the premises has to be patrolled a minimum of twice (2) hourly during the hours of darkness, and a minimum once (1) hourly during the hours of daylight.

Check and report on the following aspects of the premises:

- Security of the political officials/ officials
- Conditions of perimeter fence;
- All external doors and gates are locked after hours;
- External lights are illuminated during the hours of darkness where applicable;
- Broken windows;
- Gas storage areas secure;
- Vehicles secure.

In order carry out the above duties, the bidder will make use of the following acts that are applicable: -

- (a) The application of the Control of Access to Public Premises and Vehicle Act No 53 of 1985, Section 2, 3 and 4, as well as 5.
- (b) The application of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(1)(b), Section 24, 29 and 42, as well as Section 46, 49, 50 and 51.
- (c) The Firearms Control Act 60 of 2000, section 10, 20, 90 and 106.
- (d) Private Security Industry Regulation Act 56 of 2001
- (e) Protection of Information Act 84 of 1982
- (f) Trespass Act 6 of 1959
- (g) Occupational Health and Safety Act 85 of 1993
- (h) Chapter 2 of the Constitution of the Republic of South Africa 1996

4.3 SHIFTS

The shifts for the various sites are depicted in the scope of work. In the event of shift exceeding 12 hours, the Bidder shall deploy more than one security officer to the respective site in terms of the law.

4.4 SHORT-TERM SERVICES

The short-term rate will apply when daily casual posting is requested or where a site requires temporary coverage (day or night). The security personnel will be deployed at any point within the Endumeni Local Municipality Area, the area being described in Proclamation No. MN 95, 1999 and published in the KwaZulu Natal Provincial Gazette dated 22 December 1999 (as amended)

Guards must be equipped with torches and are responsible for the overall security of the sites. Guards may be required throughout the Municipal area for temporary construction sites, etc. The duration of security on these sites will vary considerably. Close liaison must be established and maintained throughout the duration of the bid with the Representative to appoint security guards on new sites, to effect transfers of guards to alternative sites where their services are no longer required.

A minimum period of 24 Hours Notice will be given by the Representative concerning the security requirements on construction sites.

5. COMMUNICATION

5.1 Two Radios

The Bidder shall operate and maintain an operation/control room equipped with appropriate communication systems, manned by qualified and competent staff, at the Bidder's base. The operation/control room shall operate on a 24 hour basis and all portable sets must be able to communicate directly with same.

5.2 Telephone:

Wherever possible, an official telephone will be made available to give direct communication with the Municipality's Control Centre. Until further notice urgent telephonic communication shall be made by dialling 034 - 212 2222, or by internal extension number 2292.

6. GUARDS:

6.1 Armed Guards:

In terms of the Conditions of Bid and as provided for the VIP operation, armed guards shall be used. The security officer shall be a grade C or higher and shall be dressed according to the **preference of the principal**. The security shall be provided with a company firearm licensed in accordance with the law.

The weaponry shall be limited to:-

- ❖ A serviceable 9mm pistol with fully loaded magazine, plus an additional 20 rounds.
- ❖ Semi-automatic rifles, with fully loaded and a reasonable amount of additional rounds.
- ❖ Short guns pump action, fully loaded with a reasonable amount of additional rounds.

When the bidder is ordered by the Representative, he shall provide registered semi-automatic rifles with certified VIP protection personnel inclusive of 2 x registered vehicles for support (back-up)

security vehicle in its fleet available on request within a reasonable time. Unless stated otherwise, it shall be deemed that the rate for armed guards shall be applicable for this service.

6.2 Details of the Security Officers

The Bidder shall provide the grade and Cell numbers of security officers to be placed at any one specified location with Grade C and active PSIRA registration and Competency Certificate to use the specified firearms; Grade C or above security guards shall serve as Supervisors, and certified VIP protection personnel in the case of bodyguards.

The Bidder shall provide the charge-out rates for the grade of security officers specified on the attached data sheet. These rates shall be used if the operation is to be amended for whatever reason.

6.3 UNIFORMS

No uniform shall be provided for this bid, the dress code will depend on the preference of the principal official.

7. REPORTING

The Bidder, or a representative authorised to decide and act on all matters pertaining to this bid, shall attend a quarterly meeting with the Representative.

7.1 MONTHLY REPORTS:

The Bidder shall submit a monthly written report to Representative. The report shall contain the following:-

- ❖ summary of complaints lodged,
- ❖ summary of visits by Supervisor(s)
- ❖ summary of occurrences of note,
- ❖ extent of consequent investigations,
- ❖ details of deficiencies, including the applicable penalty.

7.2 SUBMISSION OF INCIDENT REPORTS

In the event of a crime being committed or the occurrence of any other incident of note (including damage to premises) at a Municipality site, the responsible Bidder shall immediately inform the Senior Manager: Safety and Security, or his authorised representative via telephone number 034 -212 2222, and forward a written report to the Representative within 24 hours.

7.3 OCCURRENCE BOOK

The Bidder is to maintain an occurrence book at the complex. The book is to record the time security officers report on and off duty, details and times of visits by the Supervisor(s) and incidents of note. A copy of the occurrence book is to accompany the monthly report.

8. BID EVALUATION

8.1 The evaluation process consists of the following phase –

8.1.1 Phase 1: Pre- Qualifying Criteria

8.1.2 Phase 2: Administrative Criteria

8.2 PHASE 1 – PRE- QUALIFYING CRITERIA

Requirement	Yes	No	Required Document
A company must be a level 1 B-BBEE contributor and EME or QSE.			B-BBEE status level verification certificate confirming B-BBEE Level 1 contributor/ Sworn in affidavit and confirmation of being an EME or QSE
Company Firearms			Certified Copies of Company Firearms Registration Certificates
VIP Protection Certificate			Certified copy of VIP certificate for the Director/Bidder

Phase 2: ADMINISTRATION COMPLIANCE CRITERIA

Requirement	Yes	No	Required Document
PSIRA registration – Company			Certified copy of a valid PSIRA Company and Director/s certificates PSIRA Letter of good standing.
ICASA radio licensing or A Suitable Radio Communication System			Certified copy of a valid ICASA radio licence/s OR a valid contract with an holder of a valid ICASA radio licence/s. NB: provide a valid contracted signed by relevant authorities and a copy of the ICASA radio licence/s held by the third party.

Note: A tender that fails to meet any qualifying and administration compliance criteria's stipulated in the tender documents will be disqualified.

9. CONTRACT DURATION

The panel will be appointed for a period of 3 years during which at the discretion of the employer they will be requested to provide service from time to time.

EVALUATION CRITERIA

The bid will be evaluated based on functionality:

No	Description items	Weight	Maximum Potential Score
1	Previous experience in successfully executing the project (Attach appointment letters and Reference Letters)	8-upwards=30 5-7 Letters=20 2-4 Letters=10 1 Letter =5 0 Letter =0	30
2	Previous experience of key personnel (Supervisor, Shift Commander and Managers) or related (Attach CV's and Qualifications and Certificates)	5-upwards=25 3-4 years=20 1-2 years=15 0-1 years=10	25
3	Service Vehicles (Proof of ownership of service vehicles must be attached or lease agreement if leased)	<ul style="list-style-type: none"> • 5 or more service Vehicles - 15 • 3 service Vehicles - 10 • 2 service Vehicles - 5 points • 1 or less service Vehicles = 0 points 	15
4	Firearms (Attached licenses as proof)	<ul style="list-style-type: none"> • 20 or more firearms = 15 • 15-20 =10 • 10-15 = 5 • 0 = 0 	15
5	Local Company with Endumeni registered address (Attach CSD Report)	Endumeni =15 uMzinyathi= 10 Province = 5 Outside= 2.5	15
	TOTAL		100

NB: (i) Cut-off point for *functionality* =70 points.

(ii) The Municipality reserves the right to inspect claimed criteria.

- (i) It is the responsibility of the Bidder to verify the above-mentioned items to enable the Municipality to allocate points to the stated.

APPENDIX A

RETURNABLE DOCUMENTS

BIDDERS ARE REQUIRED TO ATTACH THE FOLLOWING DOCUMENT TOGETHER WITH THEIR PROPOSAL ON THE CLOSING DATE OF THE BID:

CERTIFIED COPY OF B-BBEE STATUS VERIFICATION CERTIFICATE
VALID PIN STATUS FROM SARS VALID FOR A MINIMUM OF 12 MONTHS
COMPANY PROFILE
PROOF OF REGISTRATION WITH CENTRAL SUPPLIER DATABASE (CSD)
CERTIFIED COPIES OF COMPANY FIREARM LICENCES

In addition to the standard other Company registration Documents.