

NQUTHU LOCAL MUNICIPALITY



BIDS ARE INVITED FROM SERVICE PROVIDERS – PANEL FOR PROVISION OF SECURITY FOR A PERIOD OF 36 MONTHS TO NQUTHU MUNICIPALITY – NQULM11/2024-2025

CLOSING DATE OF BID : 11 NOVEMBER 2024, MONDAY 12H00

NAME OF BIDDER : _____

POSTAL ADDRESS : _____

: _____

TELEPHONE NUMBER : _____

FAX NUMBER : _____

E-MAIL ADDRESS : _____

CONTACT PERSON : _____

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This request is subject to the terms and conditions of Nquthu Municipality's Preferential Procurement Policy and will be evaluated in terms of the 80:20 method for amounts above R50,000 000,00 as set out in the Preferential Procurement Policy Framework Act.

It is solely the responsibility of vendors, who want to make use of the preferences available under this policy to familiarise themselves of its contents, and to comply with its conditions, to be able to make a claim for preference.

Council will not accept responsibility for the late delivery of Tenders by courier services or any other means that are not **placed in the tender box on or before the date and time of closing of the tender. Last day of sale of tender document 25/10/2024 14H30 or free tender document can be downloaded from ETender portal, www.etender.gov.za.**

Sealed tenders clearly endorsed " **BID NO.: NQULM11/2024-2025: BIDS ARE INVITED FROM ACCREDITED SERVICE PROVIDERS – PANEL OF SECURITY SERVICE TO NQUTHU MUNICIPALITY FOR 36 MONTHS** and must be placed in the Tender Box located at the **Reception of Nquthu Municipality, Lot 83/2 Mdlalose Street, Private Bag X5521, Nquthu, 3135 before 12:00 noon on day, Monday ,11 November 2024.**

Returnable documents required for tender evaluation purposes:

- (a) **PSIRA registration certificate for the company, Directors/Shareholder/Members and any other security related certificates (certified copies)**
- b) A valid original Tax Clearance Certificate or compliance clearance Pin
- c) Proof of compulsory registration documents from CIPC
- d) Certified copy of Directors / members / trustees / shareholders (must not be older than three months, no copies of certified copies failing which you will be disqualified)
- e) **3 years audited Financial Statements (latest) bank rating**
- f) Certificate of authority for signature
- g) Certified Copy of B-BBEE Certificate
- h) MBD 1 – 9 – All MBD's must be completed in full**
- i) Proof of payment for municipal services (rates or rentals) or Proof of residential address letter for BIDDERS not receiving municipal services (attach rates for directors and for the company)
- j) Proof of registration on the CSD (Central Suppliers Database)
- k) Company profile with all certified copies of relevant certifications, accreditations and licenses (CVs of project staff, awards, etc.)**
- l) Letter of good standing from worker's compensation commissioner, valid unemployment insurance fund (UIF) proof of registration, public liability insurance and other relevant insurances.
- m) List of Reference and 3 testimony letters (traceable)**
- n) Bidders financial standing (any letter other than intent from the bank confirming funding will not be accepted)
- o) Proof of registration and recent proof of contribution payment with the Employees Provident Fund
- p) Registration and proof thereof with ICASA (Independent Communication Authority South Africa)
- q) For radio equipment and frequencies used or fully explained communication plan
- r) 10 Copies of different valid Firearm Licenses in the name of the Company
- s) The municipality reserves the right to initiate claims for loss or damage
- t) The municipality reserves the right to communicate with employed securities to ensure safety in the municipal premises and ensure compliance with labour laws, PSIRA and pension fund regulations.

Compulsory Returnable schedules

item	Description	Check Box (Yes/No)
1.	PSIRA registration certificate for the company, Directors/Shareholder/Members and any other security related certificates (certified copies)	
2.	A valid original Tax Clearance Certificate or compliance clearance Pin	
3.	Proof of compulsory registration documents from CIPC	
4.	Certified copy of Directors / members / trustees / shareholders (must not be older than three months, no copies of certified copies failing which you will be disqualified)	
5.	3 years audited Financial Statements (latest) bank rating	
6.	Certificate of authority for signature	
7.	Certified Copy of B-BBEE Certificate	
8.	MBD 1 – 9 – All MBD’s must be completed in full	
9.	Proof of payment for municipal services (rates or rentals) or Proof of residential address letter for BIDDERS not receiving municipal services (attach rates for directors and for the company)	
10.	Company profile with all certified copies of relevant certifications, accreditations and licenses (CVs of project staff, awards, etc.)	
11.	Letter of good standing from worker’s compensation commissioner, valid unemployment insurance fund (UIF) proof of registration, public liability insurance and other relevant insurances.	
12.	List of Reference and 3 testimony letters (traceable)	
13.	Bidders financial standing (any letter other than intent from the bank confirming funding will not be accepted)	
14.	Proof of registration and recent proof of contribution payment with the Employees Provident Fund	
15.	Registration and proof thereof with ICASA (Independent Communication Authority South Africa)	
16.	For radio equipment and frequencies used or fully explained communication plan	

17.	10 Copies of different valid Firearm Licenses in the name of the Company	
18.	The municipality reserves the right to initiate claims for loss or damage	
19.	The municipality reserves the right to communicate with employed securities to ensure safety in the municipal premises and ensure compliance with labour laws, PSIRA and pension fund regulations.	

N/B: Failure to submit the above-mentioned compulsory returnable documents will lead to your tender being disqualified.

**SECTION A
PART A**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE – NQUTHU LOCAL MUNICIPALITY			
BID NUMBER:		CLOSING DATE	CLOSING TIME:
DESCRIPTION	APPOINTMENT OF A PANEL OF SECURITY SPECIALIST COMPANIES FOR THE PROVISION OF SECURITY SERVICES FOR NQUTHU LOCAL MUNICIPALITY'S PROPERTIES FOR A PERIOD OF THIRTY-SIX (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

<p>NQUTHU LOCAL MUNICIPALITY LOT 83 MDLALOSE STREET PRIVATE BAG X55 NQUTHU 3135</p> <p>Or Post to:</p> <p>NQUTHU LOCAL MUNICIPALITY</p>

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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER]
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 PROPERTIES/ PUBLIC ENTITY	NQUTHU LOCAL MUNICIPALITY		
CONTACT PERSON	S.S ZULU (SCM MANAGER)	CONTACT PERSON	S E MVELASE
TELEPHONE NUMBER	034 271 6108	TELEPHONE NUMBER	034 271 6159
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	sszulu@nquthu.gov.za	E-MAIL ADDRESS	sphamandlam@nquthui.gov.za

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED)**
- 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.**
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 , THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE MUNICIPALITY TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 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.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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.

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

SECTION B
SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF 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 TENDER/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. TENDER submitted must be complete in all respects.
5. TENDER 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 TENDER documents.
6. Each TENDER shall be addressed in accordance with the directives in the TENDER documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the TENDER number and closing date indicated on the envelope. The envelope shall not contain documents relating to any TENDER other than that shown on the envelope. If this provision is not complied with, such TENDERS/bids may be rejected as being invalid.
7. All TENDERS received in sealed envelopes with the relevant TENDER numbers on the envelopes are kept unopened in safe custody until the closing time of the TENDER/bids. Where, however, a TENDER is received open, it shall be sealed. If it is received without a TENDER/bid number on the envelope, it shall be opened, the TENDER number ascertained, the envelope sealed and the TENDER number written on the envelope.
8. A specific box is provided for the receipt of TENDERS, and no TENDER found in any other box or elsewhere subsequent to the closing date and time of TENDER will be considered.
9. No TENDER/bid sent through the post will be considered if it is received after the closing date and time stipulated in the TENDER documentation, and proof of posting will not be accepted as proof of delivery.
10. No TENDER submitted by telefax, telegraphic or other electronic means will be considered.
11. TENDER documents must not be included in packages containing samples. Such TENDERS may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. TENDER will be opened in public as soon as practicable after the closing time of TENDER.
15. Where practical, prices are made public at the time of opening TENDERS.
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
17. Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
18. The bid box is generally open 24 hours a day, 7 days a week.
19. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

SECTION C
REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

- 1 In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the verification functionality of key supplier information.
- 2 Prospective suppliers will be able to self-register on the CSD website: www.csd.gov.za
- 3 Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
- 4 Suppliers can provide their CSD supplier number and unique security code to organs of Municipality to view their verified CSD information.

CENTRAL DATA BASE NUMBER

.....

SECTION D

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)
....., WHO REPRESENTS (Municipality name of bidder)
.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S
DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE
AS ON THE DATE OF SUBMITTING THIS TENDER/BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION
OF THIS TENDER/BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT
THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
NAME OF BIDDER

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

MBD 4

DECLARATION OF INTEREST

3. Any legal person, including persons employed by the Municipality¹, or persons having a kinship with persons employed by the Municipality, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price TENDER). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the Municipality, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the Municipality; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

3.11 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

3.11.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"Municipality" means –

- (a) any national or Municipality Municipality Properties, national or Municipality public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
Municipality legislature;
- (d) national Assembly or the national Council of Nquthu Municipalities; or
Parliament.

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

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the Municipality?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of Municipality institution at which you or the person
connected to the bidder is employed:

Position occupied in the Municipality institution:

Any other particulars:

.....
.....

2.7.2 If you are presently employed by the Municipality, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the Municipality in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the Municipality and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the Municipality who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....
.....
.....

SECTION F

SPECIFICATION

DESCRIPTION OF SERVICE

APPOINTMENT OF A PANEL OF SECURITY SPECIALIST COMPANIES FOR THE PROVISION OF SECURITY SERVICES FOR NQUTHU LOCAL MUNICIPALITY'S PROPERTIES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

SCOPE OF WORK

SPECIFICATIONS

1.

1.1 The successful Bidder undertakes to provide security service in line with a municipal rotational plan in adherence with SCM policy at all premises / those premises entrusted to the Bidder by the Municipality in the Scope of Work, which shall include but not be limited to the prevention of:

- 1.1 Theft of municipal property from the premises.
- 1.2 Damage to the premises.
- 1.3 Any unlawful interference with the premises, and
- 1.4 The commission of any offence on or in connection with the premises.
- 1.5 Safety of municipal employees within the premises

1.6 **Proposed grades**

GRADE	Armed	Unarmed
A		
B		
C/D/E		

GRADE	Armed	Unarmed
A		
B		
C/D/E		

2. **SCOPE OF WORK IN BRIEF**

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

3. **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.
- 3.3 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.
- 3.4 A month's calendar written notice will be given to the successful company on termination of the contract.

- 3.5 **Experience:** The bidders are required to submit a schedule of previous projects of a similar nature to indicate their experience.
- 3.6 **References:** Provide references from the previous clients for work of a similar nature done.
- 3.7 Site inspection may be conducted by responsive service providers, and any false information provided by the Security Company will disqualify the bidder.

6. VALIDITY

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

SECTION H

SPECIAL CONDITIONS OF CONTRACT

1. STATUTORY REQUIREMENTS:

2. Bidders will be deemed by virtue of submitting a Bid to have undertaken to comply fully for all purposes under this bid with all current legislation and related regulations. The following Acts as amended from time to time, are listed for the attention of the Bidder, without prejudice and without in any way relieving the Bidder of the obligation to continuously comply with all the laws of South Africa for the entire duration of this bid including the defects liability period the cost of so doing being expressly included in the bid sum.

- (a) THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)
- (b) THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)
- (c) THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)
- (d) THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)
- (e) THE INCOME TAX ACT (ACT 58 of 1962)
- (f) THE VALUE ADDED TAX ACT (ACT 89 of 1991)
- (g) FIREARMS CONTROL ACT (60 of, 2000)

- 3 The Employer in this bid will not under any circumstances be, or become party to, any act or omission by the Bidder and/or the Bidder's Sub-bidders and/or employees, which contravenes South African law.
- 4 If at any time during this bid, including the defects liability period, the Employer and/or the Director Corporate Services and/or the Municipality's Representative discover any such contravention, then the Employer shall have the right without prejudice to terminate this bid forthwith, take possession of the works and declare any monies due or which may become due to the Bidder as forfeited by the Bidder.

5 REQUIREMENTS FOR SECURITY STAFF

5.1 Supervision

The Bidder/Director of the company shall nominate a responsible person(s) who shall be readily available to supervise the security arrangements, and who will receive instructions from the Head of Corporate Services Department or nominee of the Municipality.

- 5.1 The abovementioned responsible person(s) must have a Grade A/B Security Training registered with PSIRA with 5 or more years supervisory experience.
- 5.2 The Bidder shall provide adequate supervision of the service at all times. There are to be a minimum of one visit 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 to any location. Times of the visits and the signature of the Supervisor(s) are to be recorded in the occurrence book maintained at each point.

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

It is the responsibility of the Contractor to ensure that at the building where he renders a security service in terms of this contract, that the security staff in his employ must meet the following conditions at all times :

- 5.3.1 Security guards must have undergone and passed formal security training and shall ensure that the necessary standards are maintained;
- 5.3.2 Officers will have to undergo site-specific training. These training courses are at no cost to the service provider.
- 5.3.3 Security guards are to undergo refresher training at least once a year applicable to his/her grading and or post requirements at the service provider's cost
- 5.3.4 At all times security guards must present an acceptable image/appearance which implies, *inter alia*, that they may not publicly lounge about, smoke, eat or drink in public whilst on duty;
- 5.3.5 Security guards must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, *inter alia*, that there shall be no arguments with staff/visitors or show discourteous behaviour towards them;
- 5.3.6 Security guards must be physically and mentally healthy, and medically fit for the execution of their duties;
- 5.3.7 Security guards must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the institution where the service is rendered;
- 5.3.8 Security guards are prohibited from reading office documents, rummaging through records and/or handling computer equipment;
- 5.3.9 No information concerning the institution's activities may be furnished to the public or news media by the contractor or his employees.
- 5.3.10 Officers and supervisors or company representatives will be required to sign a secrecy and confidentiality agreement.

6 SECURITY STAFF EQUIPMENT

The Contractor undertakes to ensure that each member of his security staff at all times when on duty, be equipped with:

- 6.1 A neat and clearly identifiable uniform supplied by the contractor, which uniform will include the following:**
 - A PSIRA Identification card
 - A company name badge with the member's photo, identification and file numbers thereon, worn conspicuously on his person at all times.

- Beret or cap with clear company logo.
- **NO Beanies**
- Short sleeve shirt of company colour with company logo
- Short sleeve jersey of company logo
- Long sleeve shirt with company logo during winter.
- Long sleeve jersey with company logo during winter
- Long trousers or skirt of company logo
- A company blazer with logo
- A company raincoat
- A company belt
- A company hand-cuff holster

6.2 Service aids are to be carried by the member at all times, such as: -

- A baton ring and baton
- A torch ring and torch
- A pocket book
- A black pen
- Pocket whistle
- Radio (where applicable)
- Handheld Metal Detector (Where applicable)
- Firearm Permit from the Company (Where applicable)
- Firearm Holster (Where applicable)

7. SECURITY AIDS

The Contractor must ensure that the following security aids are supplied and available at all times at the premises where he renders a security service in terms of this contract.

7.1 Occurrence Book

The purpose of the occurrence book is to give an overall record of activities, inspections by supervisors, and all other occurrences at the premises.

The Contractor's security staff on duty shall make the following entries in the occurrence book:

- All listed routine procedures such as patrols, undertaken, handing-over of shifts, etc. mentioning the procedure followed by whom and the time of commencement. These entries shall be made clearly legible, in blue or black ink.
- All occurrences (however important, slight or unusual) shall be recorded with reference to the correct time and relevant action taken.
- All security staff activities – especially deviations in respect of the duty list – specify particulars of staff and relevant times.
- The issue and/or receipt of keys, specifying the time and by whom they were received or issued.
- The locking or unlocking of doors and gates, specifying the time and by whom they were locked or unlocked.
- The handing over of shifts, mentioning all names of shift staff and accompanying equipment and aids. In this case, staff taking over as well as staff handing over shall sign entry/entries.
- All visits by supervisors and top management of the Contractor must be completed in the occurrence book in red ink.
- The occurrence book must be submitted each working week to the employer's representative of the institution for scrutiny and noting.

- The Contractor must hand all completed occurrence books and any incomplete occurrence books on suspension/completion of contract to the employer's representative for safekeeping.

UNDER NO CIRCUMSTANCES MAY AN ENTRY IN THE OCCURRENCE BOOK BE ERASED, BLACKED OUT OR TOATALLY DELETED. THE USE OF CORRECTION FLUID IS PROHOBITED.CORRECTIONS SHALL ONLY BE CROSSED OUT BY A SINGLE LINE AND INITIALLED ON THE SIDE BY THE PERSON MAKING THE CORRECTION.

7.2 Pedestrian and Vehicle Register/Admission Control

These registers/forms shall be correctly and legibly completed by the person entering the premises and it is the duty of the security guard to ensure that the information required been completed in every detail. The register/ admission forms must make provision for the following:

- Date of visit
- Entry and exit times of any visitors
- Surnames and initials of visitor
- Home or work address of the visitor
- Name of staff member to be visited
- Registration number and make of visitor's vehicle
- Number of passengers
- Signature of person completing the document
PAY

7.3 Notebook

The purpose of the notebook is to note down all incidents occurring or observations made by the security guard during his/her period of duty, for later reference. All relevant information noted down in the notebook must immediately or directly after return from a patrol, be copied into the occurrence book.

7.4 Duty List

The purpose of the duty list is to serve as proof, at all reasonable times that all staff that are roistered for duty per shift, are indeed on duty. Daily, weekly or monthly duty lists of all security staffs are to be drawn up by the Contractor and handed to the employer's representative.

7.5 Duty Sheet

Site procedures and job descriptions will be compiled once service commences.

The purpose of the duty sheet is to ensure that all security staff on duty are familiar with the duties required in terms of the contract. The Contractor shall have available a fully expounded duty sheet per duty point.

7.6 Base Station Radio/ Similar in the Control Room

The appointed Tenderer must have a base station radio/ similar suitable means of communication in their Control Room that covers the whole of Nquthu Municipality area.

7.6.1 Two-Way Radios

Serviceable two-way radios shall be provided by the Contractor as required.

8. 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:-

- ❖ Controlling and maintaining access/egress from the premises by municipal staff, members of the public etc. Please note that municipal staff and members of the public must be authorized to access the premises. The security officers must be able to communicate efficiently and assist in directing public politely in English & Zulu.
- ❖ Recording and documenting the arrival of deliveries and/or equipment or re-entry of equipment of goods destined for a location within the site. The Bidder shall take appropriate action to be satisfied that the product(s) to be delivered do not pose a threat to the security of the site, eg. a bomb, a “Trojan horse”, etc.
- ❖ Recording and documenting the removal of equipment and/or goods destined for repair, external work, etc. The Bidder shall be liable to replace the said equipment and/or goods if there is no or insufficient records of the product leaving the building, ie. Appropriate date, time, contact details of the individual removing the product, the reasons for such removal, the authority to remove the product, etc.
- ❖ Control vehicular access/egress to the site (where necessary).
- ❖ Conduct random searches of all relevant vehicles at regular intervals.
- ❖ 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:

- 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.

Furthermore, the Bidder shall secure/lockup the site for the night, ie. lock all accesses vehicular and pedestrian and grant limited access to the premises after business hours to staff only.

The purpose of access control is to prevent the unauthorized access of persons And vehicles and the bringing in of any dangerous objects on to Municipal Property in order to safeguard the people, the property and the premises.

In order to safeguard the premises and or vehicles and the contents thereof as Well as the people therein or thereon, the bidder must do this in terms of the Following acts:

- (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

9. SHIFTS

The shifts for the various sites are depicted on scope of work. All shifts shall not exceed the maximum of 12 hours as per the prescribed legislative framework.

10. 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 Nquthu 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 shall be equipped with relevant equipment to discharge their responsibility of 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 of the municipality, and to effect transfers of guards to alternative sites where their services are no longer required. A minimum period of 24 Hour Notice will be given by the Representative of the municipality concerning the security requirements on construction sites.

11. REPORTING

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

11.1 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,
- ❖ list of the establishment of security officers dedicated to the premises, highlighting the amendments (temporary or otherwise) thereto and the reasons for such,
- ❖ Details of deficiencies, including the applicable penalty.

11.2 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 Bidder shall immediately inform the Senior Manager: Safety and Security, or his authorized representative via telephone number 034 -271 6195 and forward a written report to the Representative within 24 hours.

12. NQUTHU MUNICIPALITY SITES

Location	No. of guards	Day shift	No. of guards	Night shift	Holidays and weekends	Radios	Fire-arms Hand Gun
Municipal Administration building	5	06:00 - 18:00	3	18:00-06:00	24hours	8	8
Traffic Office	1	06:00 - 18:00	1	18:00-06:00	24hours	2	2
Nquthu Library	1	06:00 - 18:00	1	18:00-06:00	24hours	2	2
Nondweni Hall	1	06:00 - 18:00	1	18:00-06:00	24hours	0	0
Luvisi Hall	1	06:00 - 18:00	1	18:00-06:00	24hours	0	0
Mpumelweni Hall	1	06:00 - 18:00	1	18:00-06:00	24hours	0	0
Incubator	1	06:00 - 18:00	1	18:00-06:00	24hours	2	2
Slonjane stadium	1	06:00 - 18:00	1	18:00-06:00	24hours	0	0
Nquthu Buy Back Centre	1	06:00 - 18:00	1	18:00-06:00	24hours	2	2
V.A Makhoba	1	06:00 - 18:00	1	18:00-06:00	24hours	2	2
Technical Services	2	06:00 - 18:00	2	18:00-06:00	24hours	4	4
Nondweni Offices	1	06:00 - 18:00	1	18:00-06:00	24hours	2	2
Nondweni Library	1	06:00 - 18:00	1	18:00-06:00	24hours	2	2
Nquthu Stadium	1	06:00 - 18:00	2	18:00-06:00	24hours	2	2
New cemetery	1	06:00 - 18:00	1	18:00-06:00	24hours	2	2
New traffic offices	2	06:00 - 18:00	2	18:00-06:00	24hours	1	1
Ekukhanyeni hall	1	06:00 - 18:00	1	18:00-06:00	24hours	1	0
Disaster offices	1	06:00 - 18:00	2	18:00-06:00	24hours	1	1

Old market	1	06:00 - 18:00	2	18:00-06:00	12hours	1	1
New market	1	06:00 - 18:00	1	18:00-06:00	12hours	1	1
Springlake Sportfield	1	06:00 - 18:00	1	18:00 - 06:00	24hours	2	0
Ngolokodo library	1	06:00 - 18:00	1	18:00 - 06:00	24hours	2	0
Patsoane library	1	06:00 - 18:00	1	18:00 - 06:00	24hours	2	0
Total : 23 sites							

13. ADDITIONAL CONDITIONS

- 13.1 The appointed service provider must have an official office with a 24hr control room within Nquthu Municipality Catchment area.

Please note:

Should the service provider not have an official office with a 24hr control room within Nquthu Municipality catchment area at the time of award of service, the appointed service provider would be required to set up an official office with a 24hr control room within Nquthu Municipality catchment area within **3months** from date of award.

- 13.2 The service provider accepts that companies and/or businesses, owners and/or directors and employees will be subject to security screening and/or vetting by the State Security Agency (SSA)
- 13.3 The service provider again consents to an audit by the Department of Labour to verify their compliance in terms of "The Basic Conditions of Employment Act", of 1997.
- 13.4 Officers must be willing to and/or assist in any investigation, which includes but is not limited to Submission to polygraph testing at the service provider is cost.

14. RENDERING OF SERVICES

- 14.1 The service provider is to admit and agree that they operate and conduct their business in accordance with the provisions of the Private Security Industry Regulatory Act of 2001 (Act 56 of 2001), Private Security Industry and Regulations and Sectoral Determination 6.

PLEASE NOTE:

Conduct in breach of the aforementioned will led to the early termination of the contract.

- 14.2 The service provider undertakes to render, always, a service in accordance with the procedures and provisions set out herein, where he renders a security service in terms of this contract.

14.3 REGISTRATIONS AS SECURITY SERVICE PROVIDER

In terms of the Private Security Regulations Act Number 56 of 2001 Chapter 3 No. 20 (2), a security business may only be registered as a security service provider: -

- (i) if all the persons performing executive or managing functions in respect of such security business are registered as security service providers; and
- (ii) in the case of a security business which is a company, close corporation, partnership, business trust or foundation, if every director of the company, every

member of the close corporation, every partner of the partnership, every trustee of the business trust, and every administrator of the foundation, as the case may be, is registered as a security service provider.

N.B ONLY BIDS RECEIVED FROM SERVICE PROVIDERS WHO ARE REGISTERED WITH PSIRA WILL BE CONSIDERED. BIDDERS ARE REQUIRED TO SUBMIT CERTIFIED COPIES OF BOTH THE COMPANIES PSIRA CERTIFICATE AND THEIR MEMBERS TOGETHER WITH THE BID DOCUMENT AT THE CLOSING DATE OF BID.

15. LANGUAGE MEDIUM

The language medium for all documentation related to the Contract shall be in English.

16. PAYMENT

16.1 Payment for services will be made monthly in accordance with the conditions determined in the TENDER price and at the particular tariffs/rates tendered and accepted.

16.2 Payment shall be made by the Municipality within thirty days after receipt of a monthly detailed invoice and statement. The invoice must be certified correct and due by the Chief Financial Officer or an authorised representative.

17. TERMINATION OF CONTRACT OR PART THEREOF

17.1 The contract will terminate at the end of the contract period, unless prior written amendment has been made between the parties to extend the contract period.

17.2 Should the Contractor fail to exercise his duties with reasonable diligence or fails or neglects to meet his obligations in terms of this contract, the Municipality may request in writing the rectification of same within fourteen days. Should the Contractor, after fourteen days and in the sole discretion of the Municipality, continue to fail to exercise his duties with reasonable diligence or fails or neglects to meet his obligations in terms of this contract, it will be regarded as breach of contract and the Municipality may terminate the Contract without further notice. Should the said failure have caused damage to the Municipality Properties then the Municipality shall be entitled, without prejudice to any other rights, to claim such damage from the Contractor.

17.3 The Municipality reserves the right, with due consultation, to replace any employee of the Contractor or the employees in total within Municipality Properties or cease some or all of the functions of the Contractor and may terminate the services and therefore terminate the appointment of the Contractor and/or an employee(s) of the Contractor before the expiry of the contract period if it deems necessary.

17.4 The Contractor may, upon reasonable notice and with due consultation and agreement by the Municipality, terminate the Contract or terminate the appointment of the Contractor and/or an employee(s) before the expiry of the contract period or replace them with new person/s that meet the criteria set in these Conditions. Should the Municipality, as the final authority, not agree with such premature termination and/or replacement, it will be regarded as breach of contract and Municipality may terminate the Contract in total or in part.

17.5 Should the composition of the Team or the Contractor's company profile at senior, partner or director level be changed during this appointment, whether by death, sickness or any other reason, or if his Company sequestrated or liquidated, or if he be placed under judicial management or an administration order is issued against him by any Court, it is incumbent on the Contractor or his representative to immediately notify the Municipality in writing. A response shall be given by the Municipality in writing and until such time the Contract shall remain in force. The Municipality, however, reserves the right to terminate the Contract with immediate effect and to appoint any other Contractor at his sole discretion.

17.6 The Contractor shall not have the right to assign or transfer any benefit or obligation under this Contract to a third party and no part of this contract may be sub-let to any other person without the prior approval of the Municipality. Failure to observe this condition shall entitle the Municipality to terminate this Contract.

17.7 In the event of premature termination of the contract or part thereof by one party of the Contract then, should such premature action cause the other party undue financial loss, save for any other breach of contract, a reasonable reimbursement shall be agreed upon and paid within thirty days after furnishing of proof of such loss.

17.8 In any event of termination of this Contract by any of the parties, for whatever reason, the Municipality will be entitled

to the receipt of all documentation, papers and copies of computer disks with data and applicable software in the possession of the Contractor and related to the functions of the appointment. The Municipality furthermore reserves the right to use such documentation, etc., for the purposes of continuing the functions as envisaged by the Scope of the Contract in whichever way the Municipality deems necessary.

17.9 The Contractor or any of his staff or any associated person shall not divulge any information of any kind whatsoever during the validity of this Contract, or at any time thereafter to any person not officially concerned with the functions of the Municipality Properties unless with prior written approval of the Municipality.

18. SETTLEMENT OF DISPUTES

18.1 In case any dispute shall arise between the Municipality and the Contractor out of the interpretation of these Conditions, such dispute shall, unless otherwise settled between the Municipality and the Contractor be first referred to a special committee for mediation appointed jointly by the Municipality and the Contractor.

18.2 Should either of the parties fail to accept the results of mediation, the Municipality shall, at his sole discretion decide whether to refer the matter to either litigation or arbitration. Should the latter course of action be decided upon, the arbitrator shall be appointed by the Municipality on recommendation of the President of the South African Association of Arbitrators and approval by the KZN Treasury and the Contractor. Such approval may not be withheld without valid reason. The decision of the Arbitrator shall be final and binding on both parties.

19. PROCUREMENT PROCEDURE

The open procedure will be used to evaluate this TENDER.

20. METHOD OF TENDER EVALUATION

The bid will be evaluated based on functionality:

20.1 FUNCTIONALITY

No	Description items	Weight	Maximum Potential Score
1	Previous experience in successfully executing the project (Attach appointment letters and Reference Letters)	<ul style="list-style-type: none"> • 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)	<ul style="list-style-type: none"> • 5-upwards=20 • 3-4 years=15 • 1-2 years=10 • 0-less than a year=05 	20
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	Methodology i.e. (Detailed plan on how the bidder shall always provide supervision of the service. Proof of payment for third parties i.e. COIDA, UIF & Provident fund)	<ul style="list-style-type: none"> • Clear, logical and unambiguous strategy of executing the project – 5 • Details are not sufficient to make the methodology clear, logical and unambiguous – 2 • Lacks clarity, logic and is ambiguous - 1 	05
	TOTAL		85

NB: THE MINIMUM QUALIFYING SCORE IS 70%.

21. PUBLIC LIABILITY INSURANCE

The bidder shall produce an insurance policy which shall cover any claim arising out of Legal Liability for accident, injury or damage which may occur to property or persons arising out of, or in consequence of the Bidder's activities and business as a security service provider on Municipal sites. Such insurance shall be subject to the approval of the Chief Financial Officer, with the following minimum provisions: -

The policy: -

- ❖ Shall be in the name of the Bidder
- ❖ Shall provide cover for a minimum amount of **R1 500 000** (one million five hundred thousand rand) for any one occurrence, with a minimum annual limit of **R15 000 000.00** (Fifteen million rand)
- ❖ Shall be affected by a registered South African Insurer
- ❖ Shall inter alia cover the use of firearms, wrongful arrest, escorting services and custody and control.

The Bidder shall: -

- ❖ be responsible for the excess payable on any claim
- ❖ maintain and pay the premium of the policy for the duration of this bid.

Should the Bidder fail to comply with these provisions the Municipality reserves the right to terminate the bid.

22. LIABILITY FOR DAMAGE AND/OR LOSS OF PROPERTY

The Bidder shall within 7 days of receipt of written demand, compensate the Municipality for any loss of, or damage to, property or the premises which may occur whilst the Bidder is obliged to protect and safeguard such property or premises, provided that such loss or damage is caused by or may be attributed to -

- ❖ the bidder's failure to carry out its obligations in terms of this agreement; or
- ❖ the negligence or unlawful acts of the Bidder, its employee's, agents or representatives.
- ❖ The municipality reserves the right to institute claims for loss/damage

SECTION I
QUESTIONNAIRE REPLIES

1. Are the prices/rates quoted firm?
2. Is the delivery period firm?
3. How will delivery be affected?
4. Is the equipment guaranteed for a minimum period of six months?
.....
5. Are you the accredited agents in the RSA for the manufacture/supply of the goods offered by you?
.....
6. What is the address in the RSA (preferably in the Nquthu Municipality of KwaZulu-Natal) where a machine/goods as offered by you can be inspected under working conditions?
.....
7. What is the approximate value of spares carried in stock in the RSA for this particular make and model of machine?
.....
8. Where is stock held?
9. What facilities exist for the servicing of the machine/goods offered?
.....
10. Where are these facilities available?
.....
11. What are the names and addresses of the factories where the goods will be manufactured and, if required, inspected?
12. Is a special import permit required?
.....

.....
SIGNATURE OF BIDDER
(PRINT NAME)

.....
DATE

N.B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID

SECTION K

TAX COMPLIANCE STATUS (TCS)

- 1 The Municipality may not award a contract resulting from the invitation of TENDERS to a Bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with SA Revenue Services concerning due tax payments.
- 2 The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016 SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status online via SARS e-filing.
- 3 Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
- 4 SARS will then furnish the bidder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.
- 5 In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
- 6 Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
- 7 Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 8 Tax Compliance Status is not required for services below R30 000 ITO Practice Note Number: SCM 13 of 2007.
- 9. Kindly either provide an original tax clearance certificate, your tax number or pin number.

TAX NUMBER

.....

PIN NUMBER

.....

SECTION L

AUTHORITY TO SIGN A TENDER

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid.

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,
Mr/Mrs/Miss..... (whose signature appears below) has been duly authorized
to sign all documents in connection with this bid on behalf of
(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

.....
SIGNATURE
(PRINT NAME)

.....
DATE

C. PARTNERSHIP

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

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as.....

hereby authorizedto sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

.....
SIGNATURE
(PRINT NAME)

.....
SIGNATURE
(PRINT NAME)

.....
SIGNATURE
(PRINT NAME)

.....
DATE

.....
DATE

.....
DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

.....Mr/Mrs/Miss....., whose signature appears below, has been authorized to sign all documents in connection with this bid on behalf of (Name of Close Corporation)

.....
.....

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1
.....

2
.....

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Mrs/Miss....., whose signature appears below, has been authorized to sign all documents in connection with this bid on behalf of (Name of co-operative)

.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:
(PRINT NAME)

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1

2

F JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs/Miss.....,Mr/Mrs/Miss.....,

Mr/Mrs/Miss.....and Mr/Mrs/Miss.....

(whose signatures appear below) have been duly authorized to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: **DATE:**

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs/Miss.....

(whose signature appears below) have been duly authorized to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE :**

(PRINT NAME)

**SECTION M
CONDITIONS OF TENDER**

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 Nquthu Local Municipality (hereinafter called the Nquthu 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 Nquthu 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, 1999, 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 fulfill the contract when called upon to do so, the Nquthu 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 Nquthu Municipality. I/we will then pay to the Nquthu Municipality any additional expenses incurred by the Nquthu Municipality having either to accept any less favorable 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 favorable bid. The Nquthu 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 fulfillment 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 Nquthu 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 quoted 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 fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment 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 judgment 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.

7.CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Nquthu Municipality, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Nquthu Municipality, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Nquthu Municipality as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Nquthu Municipality may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT.....

**SIGNATURE OF BIDDER OR DULY
AUTHORISED REPRESENTATIVE**

NAME IN BLOCK LETTERS

CAPACITY OF SIGNATORY:

ON BEHALF OF (BIDDER'S NAME)

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

POSTAL ADDRESS

.....

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SECTION N
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
 (To be completed by Bidder.)

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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	<p>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?</p> <p>(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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	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 outside of 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:		
4.4	Was any contract between the bidder and any organ of Municipality 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"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

SECTION P CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

- 1 This Standard 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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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 TENDERS, 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 TENDER DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

NQUTHU LOCAL MUNICIPALITY

(Name of Institution)

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

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				
D				
E				
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?

YES	NO
-----	----

If yes, state the UIF number:-

.....

4. DECLARATION

I declare the information given above to be true and correct.

Signature: _____

Date: _____

ANNEXURE B: 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 Nquthu 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 Nquthu 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) "Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu Municipality, as this is a change to the conditions of the contract.
- 3.2 Should the Nquthu 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 Nquthu Municipality's advantage, such variation or alteration shall be performed to the Nquthu Municipality's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Nquthu 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 Nquthu 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 Nquthu 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 Nquthu Municipality. Should the Contractor delay remedial work in excess of time stipulated by the Nquthu Municipality's representative, the Nquthu Municipality may have such remedial work executed at the Contractor's expense. Should the Nquthu 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 Nquthu Municipality, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Nquthu Municipality may sustain by reason of such action as the Nquthu Municipality may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Nquthu Municipality under the contract shall remain with the Contractor until such goods have been delivered to the Nquthu 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 Nquthu 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 Nquthu Municipality may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Nquthu Municipality decides otherwise, and without prejudice to any other right which the Nquthu Municipality may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favorable bid is accepted or less favorable 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu Municipality, shall be paid by the contractor to the Nquthu Municipality immediately on demand, or the Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu Municipality against any claims arising there from.
- 5.2 The Contractor shall indemnify the Nquthu 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 Nquthu 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 Nquthu Municipality.
- 6.2 All goods shall be clearly marked in the manner Nquthu in the Goods or Services Information.
- 6.3 Goods shall be delivered to the address within the Nquthu 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 Nquthu 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 Nquthu 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 Nquthu Municipality upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 affected by mutual arrangement or where this is not possible by the decision of the Nquthu Municipality. The Contractor shall then as soon as possible after such date deliver to the Nquthu Municipality that part of the order which has been completed, and payment is to be affected 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 Nquthu 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 Nquthu Municipality's stores during the hours and on the days that the stores are open.

7.3 The Nquthu 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 Nquthu Municipality with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.

8.2 Payments shall be made promptly by the Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu Municipality may, without prejudice to any other rights it may have, exercise any of the following options :
- 11.1.1 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu Municipality or person in the employ of the Nquthu Municipality, any

commission, gratuity, gift or other consideration, the Nquthu 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 Nquthu Municipality may, at its own right:-

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

14.1.2 Cancel the contract and claim any damages, which the Nquthu Municipality may suffer by having to make less favorable arrangements after such cancellation.

14.1.3 The Nquthu 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 Nquthu 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 Nquthu Municipality, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

17.2 The Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu Municipality. This information may be passed to other Nquthu Municipality 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 Nquthu Municipality may also make a restriction on a bidder from another Nquthu Municipality or Municipality institution applicable to this Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu Municipality's property supplied to a Contractor for the execution of a contract remains the property of the Nquthu Municipality and shall at all times be available for inspection by the Nquthu 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 Nquthu Municipality forthwith.
- 25.2 The Contractor shall always be responsible for any loss or damages to the Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu Municipality and shall be returned (all copies) to the Nquthu Municipality on completion of the Contractor's performance under the contract of so required by the Nquthu Municipality.
- 30.4 The Contractor shall permit the Nquthu Municipality to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Nquthu Municipality, if so required by the Nquthu 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 Nquthu 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 Nquthu Municipality of the pending termination, in sufficient time to permit the Nquthu Municipality to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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 Nquthu 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) concerned.

(a) 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.

(b) 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

(c) 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.


<i>ITEM NO.</i>	PRICE (ALL APPLICABLE TAXES INCLUDED)	(d) 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

**CONFIRMATION LETTER OF FAMILIARISATION WITH THE BID DOCUMENT
REQUIREMENTS**

The Municipal Manager

Sir

Having examined the Conditions of Bid and Specification for the supply and delivery of the above service, I/we offer to supply and deliver the service in conformity with the, Specification and Conditions of Bid, save as amended by the modifications set out in **Annexure A** attached hereto, at the rates stated in the schedule of sites to be secured.

I/We undertake to supply and deliver the above service comprised in the Bid for the duration of this bid or any extension, thereto.

I/We confirm that I am/We are fully acquainted with the current South African laws and regulations applicable to this bid including inter alia those laws to which my/our attention has been drawn to in the Legislation Section of this document.

I/We are affiliated to:-

(enter Nil if no affiliations)

My/Our VAT vendor registration number is:-

_____ (enter nil if a non-VAT vendor)

My/Our NQUTHU LOCAL MUNICIPALITY account number is:-

_____ (enter Nil if not a local account holder)

I/We bank at the _____ branch of _____

(name of bank) where I/we have a _____ (type of account),

Bank account number:- _____

Name of Account Holder:- _____

I/We acknowledge that proof of the information entered in this offer, required in terms of this document and/or provisional letter of acceptance, will be submitted and that the absence of such information or the failure to so comply will render this offer unresponsive (invalid).

It is agreed and understood that this Bid is valid for 3 months from discretion the date hereof and that it, together with your letter of acceptance, shall constitute a binding Bid between us.

I/We understand that the Municipality is not bound to accept the lowest or any Bid and acknowledge that the Director Corporate Services may, if in his absolute good and sufficient grounds are brought to his attention in writing within five working days from the date hereof, decline to consider my/our offer.

Yours faithfully

SIGNATURE: _____

ON BEHALF OF: _____

POSTAL ADDRESS: _____

STREET ADDRESS

[if different]:

NOTE: A street address where the Bidder can be reliably contacted must be given for the purpose of domicilium citandi et executandi.

DATE: _____

NQUTHU MUNICIPALITY ASSET REGISTER (SUMMARY)

LAND	R 5 891 616.72
BUILDING	R 29 222 691 .46
COMMUNITY	R 223 172 862 .59
ROAD	R 268 788 259 .27
ELETRICITY	R 24 917 804. 70
REFUSE	R 1 506 986. 06
MACHINERY	R 7 736 407. 39
FURNITURE	R 1 876 949 .01
COMPUTER	R 1 587 205. 11
TRANSPORT	R 16 335 819. 97
TOTAL	R 692 784 783 .65

N/B: Detailed asset register will be provided upon request.