

BID DOCUMENTS

BID NO:06/2026-27

**APPOINTMENT OF CASH IN TRANSIT SECURITY SERVICE
PROVIDER FOR ENDUMENI LOCAL MUNICIPALITY FOR A
PERIOD OF THREE (3) YEARS**



ENDUMENI

CLOSING DATE: 19 OCTOBER 2026

NAME OF BIDDER:

PHYSICAL ADDRESS:

.....

.....

TELEPHONE NO:

E-MAIL ADDRESS:

GRAND TOTAL (3 YEARS):

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SPECIAL CONDITIONS OF BID

1. The closing date and time for submission of bids is as indicated in the notice calling for bids.
2. No bid received after the closing date will be considered.
3. Sealed bids, clearly marked **"BID NO:06/2026-27– APPOINTMENT OF CASH IN TRANSIT SECURITY SERVICE PROVIDER FOR ENDUMENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS"** must be placed in the tender box situated in the foyer of the Civic Centre, 64 Victoria Street, Dundee, not later than.
4. Bids must remain valid for a period of 90 days from closing date for submission of bids.
5. Bids shall be adjudicated in terms of the Supply Chain Management Policy of Endumeni Municipality.
6. The acceptance of a bid shall be subject to the approval of the Bid Adjudication Committee, without which approval no contract shall be entered into.
7. Bidders must initial every page of the document.
8. The point allocation used for the adjudication of this bid is provided on MBD 6.1. This form must be duly completed and signed by the authorized person for preferential points to be allowed.
9. No bid shall be considered, unless it is submitted on the attached bidding documents.
10. Failure to complete the forms in every aspect as requested may invalidate the bid.
11. No bids submitted by telefax, telex, telegram or electronic mail will be considered.
12. Bids may only be submitted on the bid documentation provided by Endumeni Municipality and be completed in handwriting in black ink.
13. All prices must be in South African currency.
14. **Please note, Bidders are to familiarize themselves with the conditions of payment as laid down in point 16.3 of the General Conditions of Contract.**
15. Bidders will not be informed whether they have been unsuccessful, but the name of the successful bidder will be published on the municipal website.

LIST OF RETURNABLE DOCUMENTS

- Company Registration Document (CIPC) (The attached must match with the directors listed on the CSD report)
- Valid Tax Compliance Certificate with Pin
- Proof of Registration on Central Supplier Database (MAAA number)
- Fully Completed: MBD 1, MBD 1- PART B, MBD 3.1, MBD 4 (Bidders must fully disclose on MBD 4, partial disclosures will also lead to disqualification), MBD 6.1, MBD 8 AND MBD 9
- Company profile showing the personal qualifications and experience of the project team and service record of the company
- Original Certified copies of PSIRA Certificate of the company and the guards
- Original Certified copy of Security Clearance Certificate
- Original Certified copies of Firearm Licenses
- Original Certified copy of ICASA License
- 2 Testimonial letters from companies/municipality confirming that the bidder has been providing satisfactory CIT services to them for longer than a year
- ID Copies of members/directors not older than 3 months
- Company/Director's Statement of Municipal Rates not older than 3 Months OR Company/Director's Lease Agreement OR Proof of Residence that corresponds with the preferred address on CSD. If the Company/Director resides/operates from rural area. The attached must correspond with the preferred address on the CSD. If the attached does not correspond with preferred address on CSD, bidders may be DISQUALIFIED
- Proof of Registration on Central Supplier Database (MAAA number)

Failure to submit the above documents and submission of certified copies older than 3 months will disqualify the bid.

GENERAL CONDITIONS OF CONTRACT

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1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "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 recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods 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.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
 - 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28.1 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipal website.

4. Standards

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

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract 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. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (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 supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 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.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser 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 the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33.1 The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

34.1.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force 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, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1 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 collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 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.

CONTRACT SPECIFICATIONS

TERMS OF REFERENCE

1.1 Purpose of the Bid

The Endumeni Municipality seeks to appoint a service provider who will render Cash-In-Transit (CIT) services to the Municipality for a period of three years. The Endumeni Municipality invites tenders from suitable service providers (Tenderers) able to provide security personnel who are registered with the Private Security Industry Regulatory Authority (PSIRA) and can provide evidence that those personnel are in good standing with PSIRA and have the required competency certificates, to render Cash-In-Transit (CIT) services.

1.2 Background

The Endumeni Municipal Area includes the towns of Dundee and Glencoe. The Cash-In-Transit (CIT) services needed must be provided in both towns (premises), as listed in the pricing structure, within the jurisdiction of the Endumeni Municipality.

The purpose of this bid is to provide the Municipality with effective and efficient Cash-In-Transit (CIT) services.

For the purpose of mitigating risks, the Municipality may perform background verification on information provided by the bidder(s).

Companies may be invited to give presentation as and when required. The Municipality reserves the right to increase or decrease the scope of the service required as determined by the prevailing circumstances at the time. For example, adding and removing collection points.

1.3 Eligibility Criteria

Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

- a) Comply with PSIRA regulations;
- b) The service provider must be PSIRA accredited and be able to do Cash-In-Transit (CIT) – (proof to be attached)
- c) Comply with COIDA;
- d) Who, according to the employer, do *not present any commercial risk and can demonstrate that he or she possesses the professional and technical competence, **financial resources**, equipment and other physical facilities, reliability, and expertise to perform the contract*
- e) proven previous experience on contracts of a similar value and nature; such as Cash-In-Transit (CIT) services, pertaining to transportation of cash from various institutions to banks on a daily basis

1.4 Scope of works

- 1.4.1 The SERVICE PROVIDER contracted shall employ every lawful means to prevent loss of life, property, equipment, etc. through damage, theft, explosion and fire, sabotage, espionage when performing the duty of CIT service and providing the following security services:

- (a) **Patrolling duties:** shall include but not limited to the continuous physical patrolling around the entrance and exit points of Municipality's premises, while CIT is in progress.
- (b) **Guarding duties:** shall include but not limited to physical guarding of the Municipality's cash while CIT is progress.
- (c) **Protection duties:** shall include but not limited to escorting the bank marshal and other related municipal staff as and when required, while CIT is progress.
- (d) **Key Control:** shall include but not limited to safekeeping of cash while in transit. Municipality shall hold the Contractor responsible for losses that occur because of lack of key control by the security officers. The contractor shall provide a permanent contract manager/supervisor who will be responsible for ensuring the quality of work carried out by the security officer/s for the full contract period.
- (e) **Registers & documents management:** The service provider shall at all times ensure that a log and receipt book for monies received is in place and shall issue to the municipal staff documentary proof of receipt of moneys. The Service Provider shall maintain an auditable electronic or manual tracking system capable of identifying the unique bag/canister number, collection point, date/time of collection, responsible personnel, vehicle, bank receipt/deposit reference and date/time of deposit."
- (f) **Incidents Management:** It should be reported as follows:
 - Immediately / within 1 hour: verbal notification of critical incident.
 - Within 4 hours: written incident notification.
 - Within 24 hours: investigation commenced.
 - Within 5 working days: preliminary investigation report.
 - Within 7 working days: final report.
 - All damaged Money should be reported immediately, regardless of the value.

This should be subject to extension where a police investigation or other external investigation prevents finalisation. This includes theft/loss/ damages.

- (g) **Compliance:** valid PSIRA identification cards, firearm competency certificates, firearm permits must be carried whilst on duty and comply with all approved security related legislation, code of conduct and procedures.

The prospective service provider will provide CIT services and should adhere to the following, namely:

1.4.2 CIT Services (Work Methodology)

- (a) Collection of money must be done between 8 to 12:00 noon each day and deposited on the **same day** at the relevant banks.
- (b) Rendering of CIT Services for the Endumeni Municipality from the mentioned sites to FNB Dundee closed, on a daily basis in Dundee and Glencoe. Deposit can also be made to any other FNB branch should the Dundee branch is closed
- (c) The bank marshal must at all times be present at the bank when the money is counted and deposited.
- (d) The CIT services should under no circumstances disrupt the routine activities of the municipality.

- (e) The service provider must ensure that a specialised vehicle (armoured) adapted for the transport of Cash is used when the service is rendered. The vehicle must be equipped with a safe for the safeguarding of monies.
- (f) Security personnel to monitor the entrance and exit of the Municipality's premises (building) while CIT is in progress.

1.4.3 Management

- (a) The contractor shall provide a permanent contract manager/supervisor who will be responsible for ensuring the quality of work carried out by the security officer for the full contract period.
- (b) The service provider must ensure that security personnel have relevant training and qualifications as per PSIRA grading requirements (refer to clause 1.4.6)
- (c) The service provider must ensure that regular meetings with the Municipal Representative for CIT services are conducted (Work Methodology) and relevant reports produced and submitted on time. Address complaints raised by municipality within 12 hours or as agreed.

1.4.5 Minimum Security Aid Requirements

- (a) Service aids to be used by the security officers at all times are as follows:
 - Reliable communication system.
 - Relevant firearm
 - Relevant equipment needed for Cash-in-Transit services e.g., receipt book, secured cases, tags, barcoded money bags.
 - Any other additional items/aids required by statutory legislation must be provided in addition to those mentioned above.

1.4.6 Security Guards/Personnel: Minimum Qualifications

- (a) Security guards must have at least Grade B (PSIRA certificate), with competency certificates, to render Cash-In-Transit (CIT) services.
- (b) Supervisors must have at least Grade A (PSIRA certificate); relevant qualifications and experience for supervision.
- (c) Security guards must be able to communicate, read and write at least in English.
- (d) Driver must have Drivers licence, Driving permit, CIT armoured vehicle training, firearm competency test.

1.4.7 Hours of Service

- (a) Services will be required 5 days a week, excluding weekends and public holidays.

1.4.8 Service Level Agreement

- (a) The relationship between the municipality and the successful service provider must be managed through a Service Level Agreement (SLA) and proper procedures must be in place to manage, monitor and report as to the adherence thereto.

1.4.9 Municipality's Requirements

- (a) Please provide three (3) references with full details (contact, contact person & email address) of references where you rendered service for the last three years. (References)
- (b) The guards on site must at all times be able to contact their supervisor/control room

- via the base station or cellular phone for assistance if and when required.
- (c) Service Providers project manager must always be on standby for emergency matters. The contact numbers must be made available to the municipality.

1.4.10 Security Clearances

- (a) The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status. The preferred service provider may be vetted by the Municipality for security clearance.

1.5 Period of Assignment

The duration of this project will run for three years from date of award. All work is to be carried out in accordance with the time schedule as agreed with the Municipality.

1.6 Performance Measures

The performance measures for the CIT services will be closely monitored by the Municipality.

1.7 Special Conditions

- (a) The Security Company and all its Security Officers must be registered with the Private Security Industry Regulatory Authority (PSIRA). Certificates to that effect must be submitted
- (b) Shortlisted companies may be vetted for security clearance.
- (c) The duration of the contract is three years from date of award and the Municipality reserves the right to terminate the contract at any stage before the expiry of the contract.
- (d) Employees and sub-contractors of the bidders may be required to be in possession of valid security clearances to the level determined by Private Security Industry Regulatory Authority (PSIRA) / Municipality, commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.
- (e) The security industry must be regulated by a wage order / determination or agreement in terms of the Labour Relations Act.
- (f) The successful contractor shall at all times practice safe working habits and create safe working conditions for his/ her workers. The municipality shall be indemnified against any loss, injury to employees or another person and damage to own property or third party, while executing the contracted service on behalf of the municipality.
- (g) The successful contractor will be held responsible for any damage, loss or thefts that may be caused, to the premises of contents, by him or his employees or be due to their neglect, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the Municipality against the contractor.
- (h) The successful contractor must obtain Public Liability Insurance at his own costs commensurate with the risk to which he is exposed. Such insurance must also make provision for all vicarious losses and claims for which the contractor or his staff may be responsible. It is a condition of this bid that the successful contractor must submit proof of its Public Liability Insurance within two (2) weeks upon the award of the contract. Any non-compliance with these conditions will render the contract award null and void.
- (i) Without prejudice to the successful contractor's responsibility to select his personnel before employment, the Municipality will at all times have the right to

point out staff members of the Contractor who is considered a safety, health or security risk or undesirable in which case the contractor will be requested not to utilize such person/s any longer to honour his obligations in terms of his agreement. In such a case the contractor will immediately comply with the request and the contractor will not (as result of such request) be entitled to bring a claim for loss or damages against the Municipality and the contractor indemnifies the municipality against any claim from the employee concerned.

- (j) The personnel of the contractor MUST at all times be dressed in corporate clothing (with the company's name and logo on) and all other safety equipment as required by the **Occupational Health and Safety Act, 1993 (Act 85 of 1993)** and other applicable legislation. All personnel must be furnished with an identification card, must have a communication system/device which is connected to their office or police station as well as an armed reaction vehicle on standby and a receipt book for issuing receipt for proof of monies received.
- (k) A picture of the identification cards and photo of the company's uniform must be submitted with the bid. This must be submitted as per clearly marked attached annexure.
- (l) Payments will be made monthly within 30 days on submission of an invoice for the services rendered. The invoice must indicate for which month's services payment is claimed and must reflect the order number. Invoices cannot be certified as correct before the work has been properly performed. That certificate can only take place after the last working day of the month during which the services was rendered, if the service was rendered satisfactorily and the invoice is correct.
- (m) In case of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulation of the Government Procurement General Conditions of Contract which is part of this contract will be applicable.
- (n) A Security Service Provider means a current valid paid-up unimpaired registration to conduct a security service in terms of the Private Security Industry Regulations Act, Code of Conduct and Regulations.
- (o) All personnel deployed on the contract shall possess the training, competency and authorisations legally required for the functions they perform, including applicable assets-in-transit/CIT training and firearm competency where firearms are carried. The Service Provider shall maintain documentary evidence of such competency and authorisation and shall produce it to the Municipality upon request."

2. Evaluation Criteria

Bids will be evaluated in 3 phases:

- 1. Phase 1 - Returnable documents- Bidders who have submitted all the required documents will proceed to the next phase.
- 2. Phase 2 – Functionality - A maximum point on offer is 100 points, bidders must score a minimum of 70 points to proceed to the next phase
- 3. Phase 3 - Specific goals - Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points system.

FUNCTIONALITY

Key aspect of criterion	Evaluation criteria	Remarks	Points
Methodology/Executive Plan	The Methodology is presented in such a way that one is able to understand the flow of activities and documentation from the collection of cash and supporting documents to the return of canisters and duplicate supporting documents including the safety aspects. The proposal shall include the following: • Arrival - 2 points • Authentication - 2 points • collection, Counting and Sealing- 2 points • vehicle movement; route deviation; - 2 points • emergency; accident; robbery/attack and breakdown;- 4 points • deposit and bank refusal; - 3 points • reconciliation- 2 points • incident management. -3 points	Good	20
	The programme does not provide the coherent flow of activities and documentation as well as safety aspects of the operation.	Poor	0
3 years' experience and similar projects (Attach 3 traceable letters of appointments for a similar project) (Names of traceable references with contact details to be included for verification) FAILURE TO INCLUDE REFERENCE CHECK WILL RESULT IN NO POINTS ALLOCATED	Provide 3 or more traceable projects of similar nature. • 10 points for every project. Evidence required for each completed project: Appointment letter/Order and Completion certificate or client reference letter for completed projects; and Brief description of services rendered. The evidence should clearly indicate the client, project, scope of services and period of appointments. No score will be allocated should the Appointment letter/ Order not accompanied by letter of completion/ reference letter.	Good	30
Bidders financial standing	Proof of bidders' financial standing (bank statement/letter of intent from bank confirming funding) - Rank A - 10 points - Rank B - 7 points - Rank C - 5 points Latest available audited financial statements –	Good	20

	10 points No audited financial statements - 0 points		
Projects team CV's and qualification	(a) Security guards: Grade B (b) Supervisors: Grade A (c) Driver: The team must have the following qualification • PSiRA registration: Team members must be registered with the Private Security Industry Regulatory Authority (PSiRA) at the appropriate security officer grade. • Security officer training: Personnel must have completed the required PSiRA-accredited security training for their duties. • Cash-in-transit training: Personnel performing CIT duties should have appropriate specialised training for the handling and transportation of cash and valuables. • Firearm competency: Where armed duties are part of the contract, the relevant employees must have the required firearm competency and licences/authorisations in accordance with South African law. • Driver qualification: CIT vehicle drivers must have the appropriate driver's licence and any legally required professional driving qualification for the vehicle and duties involved.		20
	Unqualified team	poor	0
Security vetting	Vetting/clearance declaration for all Project team members – A signed declaration or clearance form confirming that the employee has been vetted and approved for the position. For all Project team members	Good	10
		Poor	0
TOTAL			100

NB: Bid will be disqualified if it fails to meet the minimum of 70 points threshold for functionality.

3. Price Instruction

- 3.1 The pricing structure or schedule has been designed for bidders to cast their prices per cluster. Bidders must/ shall indicate their prices for each and every item, failure to adhere to this requirement shall lead to automatic disqualification.
- 3.3 Service providers are urged to take into account all the necessary costs of bringing the services to the client when casting their prices i.e. (wages, transport, telephone, etc). The municipality shall at any given stage during the evaluation of tenders, conduct verification checks in order to ensure that unrealistically low tenders are eliminated not to participate further on price. Service providers are also urged to use historical trends as well as liaising with PSIRA for possible future wage increases in order to make realistic forecasting, for the purposes of making informed financial decisions. No further price adjustments shall be accommodated, other than the ones agreed upon according to this tender.
- 3.4 Should it be established during the course of the contract that Security Officers of lower grade have been provided; a penalty shall be incurred in addition to a price/rate adjustment. In any instance of the use of Officers with no training, no payment shall be made. Any overpayments already made shall forthwith be recovered from the time a lower graded or untrained Security Officer is supplied. Additionally, the Breach/Default clause may be applied.
- 3.5 Tenderers must ensure that at all times they comply with any legislation which in any manner whatsoever impacts upon the employment, conditions of service and pay rates of Security Officers.
- 3.6 The municipality reserves the right to increase or decrease the number of items due at the tendered prices or to operational and financial reasons. The municipality also reserves the right to terminate the contract of the successful bidder at any time prior to the termination date due to operational, financial, under-performance, or any material reason that can be justified by the municipality.
- 3.7 All prices shall be quoted in South African currency and be **EXCLUSIVE** of taxes. However, those bidders who are registered for VAT shall account for VAT at 15% in order to obtain the Grand Total. Those bidders who are NOT registered for VAT may NOT impose VAT to the municipality.
- 3.8 Payment shall commence monthly within 30 days on submission of an invoice for the services rendered. The invoice must indicate for which month's services payment is claimed and must reflect the order number. Invoices cannot be certified correct before the work has been properly performed. That certificate can only take place after the last working day of the month during which the services were rendered if the service was rendered satisfactorily and the invoice is correct. The tender rate shall include full compensation for the CIT services rendered to the Endumeni Municipality, complete as specified.

2.3 The Price schedule - Rates

Rendering of CIT Services for the Endumeni Municipality from the under mentioned sites to FNB Dundee Branch for three years, as per attached specification and conditions.

Below is a schedule indicating the location at which CIT service is required. The rate shall remain fixed for the duration of the financial year. No other price adjustments, other than the prices and percentage increases disclosed in the tender pricing schedule, shall be allowed.

- Dundee Office – 5 times per week
- Dundee Testing Grounds – 5 Times per week
- Glencoe Office – 5 times per week

ENDUMENI MUNICIPALITY

INVITATION TO BID

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)			
BID NUMBER:	B 06/2026-27	CLOSING DATE:	19 OCTOBER 2026
		CLOSING TIME:	14H00
DESCRIPTION	APPOINTMENT OF CASH IN TRANSIT SECURITY SERVICE PROVIDER FOR ENDUMENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).			

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

ENDUMENI MUNICIPALITY			
CIVIC CENTRE			
64 VICTORIA STREET			
DUNDEE			
3000			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No (IF YES ENCLOSE PROOF)	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No (IF YES, ANSWER PART B:3)
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM MANAGER	CONTACT PERSON	Mr S Ndebele
CONTACT PERSON	Mr B Molefe	TELEPHONE NUMBER	0342122121- Ext 0509
TELEPHONE NUMBER	034-2122121- Ext 0542	FACSIMILE NUMBER	034 2123856
FACSIMILE NUMBER	0865689640	E-MAIL ADDRESS	ndebeles@endumeni.gov.za
E-MAIL ADDRESS	molefeb@endumeni.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) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....

MBD 3.1

ENDUMENI MUNICIPALITY

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....	Bid Number:
Closing Time: 14H00	Closing Date 19 OCTOBER 2026

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

Description	Price Excluding Vat (Per Month - Year 1)	VAT	Price Including Vat (Per Month- Year 1)
Dundee Office – 5 times per week			
Dundee Testing Grounds – 5 Times per week			
Glencoe Office – 5 times per week			
	TOTAL PRICE PER MONTH		
	TOTAL PRICE FOR THE YEAR	X 12 MONTHS	

Description	Price Excluding Vat (Per Month - Year 2)	VAT	Price Including Vat (Per Month- Year 2)
Dundee Office – 5 times per week			
Dundee Testing Grounds – 5 Times per week			
Glencoe Office – 5 times per week			
	TOTAL PRICE PER MONTH		
	TOTAL PRICE PER ANNUM	X12	

Description	Price Excluding Vat (Per Month - Year 3)	VAT	Price Including Vat (Per Month- Year 3)
Dundee Office – 5 times per week			
Dundee Testing Grounds – 5 Times per week			
Glencoe Office – 5 times per week			
	TOTAL PRICE PER MONTH		
	TOTAL PRICE PER ANNUM	X12MONTHS	
	GRAND TOTAL		

NB: THE BID IS FOR A PERIOD OF 3 YEARS FROM DATE OF APPOINTMENT

- Required by:
- At:
- Does offer comply with specification? YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis (all delivery costs must be included in the bid price)

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

***Delete if not applicable**

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

3.8 Are you or any Directors/trustees/shareholders/ members presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....
.....

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

3.10.1 If yes, furnish particulars.
.....
.....

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

3.11.1 If yes, furnish particulars
.....
.....

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

3.12.1 If yes, furnish particulars.
.....
.....

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

3.13.1 If yes, furnish particulars.
.....
.....

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

3.14.1 If yes, furnish particulars:
.....
.....

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

Full Name	Identity Number	Are you employed by National/ Provincial/ Local Government? YES/NO	If YES, please give details

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

ENDUMENI MUNICIPALITY

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

The 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (Under KZN Province) CSD to be attached	15	
Locality (Out of KZN Province) CSD to be attached	5	
Youth (0 to 35 years certified ID copy of directors to be attached)	2	
Women (Certified ID copy of directors to be attached)	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name _____ of
company/firm.....
- 4.4. Company _____ registration _____ number: _____
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation

- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER

SURNAME AND NAME:

DATE:

ADDRESS:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



BID NOTICE / INVITATION TO BID
Bid Number: B06/2026-27

Bids are hereby invited for **B06/ 2026 – 27 Appointment of Cash in Transit Security for Endumeni Local Municipality for a period of Three (3) Years**, subject to Council's Supply Chain Management Policy.

Bid documents will be available from the office of the Supply Chain Management Office, Room 14, 64Victoria Street, Dundee, 3000 during office hours between 07h30 to 15h30 as from **17 SEPTEMBER 2026**

Tender documents can be downloaded free of charge from the municipal website at www.endumeni.gov.za and National Treasury e-Tender Portal at www.etenders.gov.za.

A non-refundable document fee of R 500.00 payable in cash or by bank guaranteed cheque made out in favour of the Endumeni Municipality is required on collection of the Bid documents.

Technical enquiries: Mr S Ndebele Telephone No.:034 2122121 / Ext 0509

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points system. The bids will remain valid for 90 days. The Council reserves the right to some or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed "**Bid Number: B 06/ 2026– 27 Appointment of Cash in Transit Security for Endumeni Local Municipality for a period of Three (3) Years**" bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Endumeni Municipality - Civic Centre, 64 Victoria Street, Dundee by no later than **14:00 on 19 OCTOBER 2026** where bids will be opened in public.

Notice No: 100/2026

Mr. MF Hadebe
Municipal Manager
Endumeni Municipality
64Victoria Street
Private Bag X 2024
Dundee.

Date: 10/09/2026