## INSTRUCTIONS TO TENDERERS

### 1. COMPLETION OF DOCUMENTS

1. The Form of Tender must be completed and signed.
2. Tenderers must make provision for the cost to licence the vehicle as stipulated in tender specifications.

### 3. AUTHORITY FOR SIGNING

Proof of Authority for the Tenderer’s Representative to sign the documents must be submitted with the tender.

### 4. ACCEPTANCE OF TENDERS

1. The Council does not bind itself to accept the lowest or any tender.
2. The eDumbe Municipality will not be held responsible for any expenditure or losses incurred in the submission of this tender.
3. When Council accepts a tender, the successful tender will be informed and an official order will be issued thereafter the goods will have to be supplied and delivered within 21 (twenty one) days from the dated of acceptance letter.
4. Tenderers that do not conform to the foregoing will not be considered.
5. In terms of Clause 38 of the Supply Chain Management Policy of the eDumbe

Municipality reserves the right to reject any tender if any municipal rates and tariffs or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than 3 (three) months.

1. Who in last 5 (five) years has failed to perform satisfactory on a previous contract with the municipality or municipal entity or any other organization of state after written notice was given to that tender that performance was unsatisfactory.
2. Canvassing in gift of Council is strictly prohibited and will lead to disqualification of tender
3. Final award of the tender will be subject to previous performance history of the product.

### 5. GENERAL

#### (a) Validity Period

The tenderer undertakes that the tender will be valid for a period of 90 (ninety) days after the closing date of said tender and that the tenderer will not retract or change the tender during the period that the eDumbe Municipality is scrutinizing the acceptance thereof.

#### (b) Price of Contract

Tenderers to submit tender prices in accordance with the description, requirements and sections as indicated in the tender documents. No changes of relevant sections in connection with tender documents will be permitted. All prices must be quoted **exclusive of VAT**.

#### (c) Payment

Payment can only be available after 30 (thirty) days from the date of the tax invoice.

#### (d) Inspection

The successful tenderer will be subjected to inspections at the discretion of the Bid Evaluation Committee of Council. The relevant Manager will contact the tenderer and make the necessary arrangements should this be required. Failure to permit any inspection will invalidate the tender.

#### (e) Amendments Upward of Tendered Price

Tenderers must further note and accept that any variance upward of the prices tendered will not be considered as a reason to amend the said tendered price.

Any attempts to invoke an increase in tendered price will render the tender invalid and it will be disqualified.

#### (f) Cost of Tender

The Council does not hold itself liable for any or all of the costs involved by the tender in compiling a tender. Should a tenderer withdraw an offer after being given written acceptance thereof all costs of re-advertising will be for that tenderer’s account.

Should a tenderer wish to submit an alternative tender, he/she may do so subject to the tender being submitted additional to and based on the specifications as listed in the tender document.

Any letter or documents describing such alternative must be in duplicate.

**DETAILED SPECIFICATIONS**

1. provide close protection services to any councilor identified by the municipality on a 24/7 basis
2. Supply firearms (pistols and rifles) as per the threat analysis by saps.
3. Ensure that personnel are registered with private security industry regulation authority.
4. Ensure payment of salaries to personnel employed by the company.
5. Ensure that VIP guards are relieved in order to provide close protection in a professional manner.
6. Ensure that all personnel work according to basic conditions of employment act.
7. Ensure that all equipment and tools required to render such services are made available to personnel deployed by the company.
8. **The company to provide proof that all personnel deployed by the company are trained annually in terms of section 79 (1) (2) (a) (b) (i) (ii) and Section 80 (1) (2) (3) of regulation 2004 as contemplated in Firearms Control act 60 of 2000 FUNCTIONALITY**

|  |  |  |  |
| --- | --- | --- | --- |
| **FUNCTIONALITY AREA** | | **WEIGHT** | **POINTS SCORED** |
|  Previous experience of the business in the close protection service field.  (proof of date of registration with PSIRA to be attached) | 5yrs + =10 | **10** |  |
| 3yrs + = 7 |
| 1yr + = 4 |
|  Qualifications of personnel: Firearm competency Certificates  (Certificates to be attached) | **5 + = 5** | **5** |  |
| **3 + = 3** |
|  |
|  Staff capacity of the business to provide close- | **5 + = 5** |  |  |
| protection services  (proof of registered employees with PSIRA to be attached) |  | **5** |  |
| **3 + = 3** |
| Equipment and tools such as riffle and hand guns (attach proof of firearm license / permits) | 14 + = 10 | **10** |  |
| 10 + = 6 |
| 5 + = 3 |
|  Employment of local labour  (letter of undertaking to employ at least 70% local labour) | | **5** |  |
|  Provide proof of qualification in close-protection training (attach certificates) | | **5** |  |
|  ICASA registration certificates for two-way radio | | **10** |  |
| **TOTAL** | | **50** |  |

**Bidders must obtain 60% on functionality in order to be considered further, this due to the technical nature of the service.**