

MOGALAKWENA LOCAL MUNICIPALITY



PROJECT NAME

**LEASE OF SURVEILLANCE CAMERAS AND ACCESS CONTROL SYSTEMS AT
MOGALAKWENA LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED
BASIS FOR A PERIOD OF 36 MONTHS.**

**TENDER NO: 02-2019/20
TENDER ADVERT DATE: 04.09.2019**

TENDER CLOSING DATE AND TIME: 27.09.2019 at 10am

NAME OF TENDERER: _____

CONTACT PERSON: _____

CELL NUMBER: _____

FAX NUMBER: _____

OFFICE NUMBER: _____

EMAIL ADDRESS: _____

POSTAL ADDRESS: _____

1. TENDER INVITATION

1.1. Mogalakwena Local Municipality (MLM) invites proposals for lease of SURVEILLANCE Camera and Access Control System for a period of 36 months.

2. BACKGROUND

2.1. Mogalakwena Local Municipality endeavours to keep surveillance and access control on its client's premises and therefore invites proposal covering the following aspects:

2.2. Supply and installation of SURVEILLANCE cameras and its accessories at the Mogalakwena Local Municipality Premises in such a manner that the required area gets covered 24/7.

2.3. Three years warranty with the maintenance agreement for three years of SURVEILLANCE cameras and its accessories.

3. INTRODUCTION

3.1. Mogalakwena Municipality invites proposals from interested firms /agencies / companies for the lease of SURVEILLANCE Cameras and the Access Control System at the Mogalakwena Municipal Premises as per the specifications mentioned herein.

3.2. MOGALAKWENA LOCAL MUNICIPALITY intends to select the firms /agencies / companies for the lease of SURVEILLANCE Camera and Access Control System at the Mogalakwena Municipal Premises through a transparent competitive bidding process in accordance with the procedure set out herein.

3.3. The detailed Bid document can be obtained only by downloading from the website www.mogalakwena.gov.za/ www.etenders.co.za from 04th of September 2019.

Bid Validity	The proposal shall be valid for a period of not less than 90 Days from the proposal due date.
Contact Details/Enquiries	<p>Procurement Enquiries</p> <p>Ms Molewa DM/Mavhungu E Tel: (015) 491 9649/9662/9731 Email: supplychain@mogalakwena.gov.za</p>
	<p>Technical Enquiries</p> <p>Mr Sibanda MA/ Mr Mosethla Tel: 015 491 9811/9801 072 800 7543/072 383 3077 Email: venterr@mogalakwena.gov.za</p>

4. CLARIFICATIONS

- 4.1. Any Bidder requiring any clarification may notify MOGALAKWENA LOCAL MUNICIPALITY in writing. Bidders should send in their written queries latest by the last date for receiving queries as given in the Schedule of Events.
- 4.2. MOGALAKWENA LOCAL MUNICIPALITY will respond to any request for clarification as per the calendar of the event prior to the deadline for submission of bids.
- 4.3. To facilitate evaluation of proposal, MOGALAKWENA LOCAL MUNICIPALITY may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the Bid Document, MOGALAKWENA LOCAL MUNICIPALITY reserves the right not to take into Consideration any such clarifications sought by it for evaluation of the proposal and also reserves the right not to respond to any correspondence received from the Bidder after the proposal due date.

5. AMENDMENT OF RFP

- 5.1. MOGALAKWENA LOCAL MUNICIPALITY may modify the Bid Document by issuing an addendum before proposal due date. Any addendum thus issued shall be part of this Bid Document and shall only be hosted on the official website of the MOGALAKWENA LOCAL MUNICIPALITY or will communicate in respective e- mail address supplied by bidders.
- 5.2. To give bidders reasonable time in which to take addendum into account in preparing their bids, MOGALAKWENA LOCAL MUNICIPALITY may, at its sole discretion, extend the proposal due date and such extended date shall be notified by hosting on the official website or will communicate in respective email of the bidders.

6. EXTENSION OF PROPOSAL VALIDITY PERIOD

- 6.1. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, MOGALAKWENA LOCAL MUNICIPALITY may request the Bidders to extend the period of validity for a specified additional period.
- 6.2. The request and the bidders' responses shall be made in writing. MOGALAKWENA LOCAL MUNICIPALITY reserves the right to reject the proposal submitted by any Bidder who fails to extend the period of validity of its proposal in line with the provisions of this clause.

7. BIDDERS RESPONSIBILITIES

- 7.1. Each Bidder is expected to examine carefully the contents of all the documents provided and consisting of this Bid Document. Failure to comply with the requirements of this bid document will be at the Bidders' own risk.
- 7.2. It would be deemed that prior to the submission of the proposal, the Bidder has: Made a complete and careful examination of requirements and other information set forth in this bid document;
- 7.3. Received all such relevant information as it has requested from MOGALAKWENA LOCAL MUNICIPALITY; and
- 7.4. Made a complete and careful examination of the various aspects of the project. MOGALAKWENA LOCAL MUNICIPALITY shall not be liable for any inadvertent mistake or error or neglect by the Bidder in respect of the above.

7.5. Each Bidder shall submit only one (1) bid in response to this RFP.

Submission of more than one (1) bid by any Bidder shall be sufficient ground for disqualification of the Bidder.

7.6. No interpretation, revision, or other communication from MOGALAKWENA LOCAL MUNICIPALITY regarding this solicitation is valid unless in writing and signed by the competent authority from MOGALAKWENA LOCAL MUNICIPALITY. MOGALAKWENA LOCAL MUNICIPALITY reserves the right to reject any bid which is not sealed and marked as instructed and MOGALAKWENA LOCAL MUNICIPALITY will assume no responsibility for the misplacement or premature opening of the bid which is not sealed and marked as instructed above. MOGALAKWENA LOCAL MUNICIPALITY reserves the right not to follow up this RFP and terminate the entire selection process without any obligation or liability to any of the Bidders, of any kind whatsoever.

7.7. The Bidder shall be responsible for all costs associated with the preparation of its proposal and its participation in the bidding process. MOGALAKWENA LOCAL MUNICIPALITY will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

8. LATE PROPOSALS

8.1. Any proposal received after the time and date of the proposal due date shall not be accepted and summarily rejected.

9. NON-DISCRIMINATORY AND TRANSPARENT BIDDING PROCEEDINGS

9.1. MOGALAKWENA LOCAL MUNICIPALITY shall ensure that the rules for the bidding proceedings for the project are applied in a non-discriminatory, transparent and objective manner. MOGALAKWENA LOCAL MUNICIPALITY shall not provide to any Bidder information with regard to the project or the bidding proceedings, which may have the effect of restricting competition.

10. CONFIDENTIALITY

10.1. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. MOGALAKWENA LOCAL MUNICIPALITY will treat all information submitted as part of proposal in

confidence and would require all those who have access to such material to treat the same in confidence. MOGALAKWENA LOCAL MUNICIPALITY will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure which is required for the purposes of evaluation of the proposals submitted by the Bidders.

11. NOTIFICATIONS

- 11.1. The selected Bidder would be declared and notified in writing by MOGALAKWENA LOCAL MUNICIPALITY. The Letter of Award (LOA) to the selected Bidder shall be issued.

12. MOGALAKWENA LOCAL MUNICIPALITY'S RIGHT TO ACCEPT OR REJECT PROPOSAL

- 12.1. MOGALAKWENA LOCAL MUNICIPALITY reserves the right to accept or reject any or all of the bids without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to issue of LOA, without liability or any obligation for such acceptance, rejection or annulment.
- 12.2. MOGALAKWENA LOCAL MUNICIPALITY reserves the right to invite fresh bids by issuing a fresh notice at any stage without liability or any obligation for such invitation and without assigning any reason.
- 12.3. MOGALAKWENA LOCAL MUNICIPALITY reserves the right to reject any bid if:
- 12.3.1. At any time, a material misrepresentation is made or uncovered for a Bidder or any of its members; or
 - 12.3.2. The Bidder does not respond promptly and thoroughly to requests for supplementary information required for the evaluation of the bid; or
 - 12.3.3. The bid is not accompanied by documents and annexure required to be submitted in accordance with this bid document; or
 - 12.3.4. Failure to comply with the requirements of the bid document; or
 - 12.3.5. Any Bid that is received after the proposal due date; or
 - 12.3.6. The above would lead to disqualification of the Bidder. MOGALAKWENA LOCAL MUNICIPALITY reserves the right to take any such measure as may

be deemed fit in the sole discretion of MOGALAKWENA LOCAL MUNICIPALITY, including annulment of the bidding process, inviting other Bidder(s) for negotiation, inviting all qualified Bidders for negotiations. Notwithstanding the above, MOGALAKWENA LOCAL MUNICIPALITY may blacklist any of the Bidder(s) for their misleading or false representations in the forms, statements etc. for the period to be decided by MOGALAKWENA LOCAL MUNICIPALITY.

- 12.4. In case, the selected Bidder fails to execute the agreement within fifteen (15) days of issue of LOA, MOGALAKWENA LOCAL MUNICIPALITY reserves the right to invite the second eligible Bidder for discussions/negotiations or may also decide to annul the Bidding Process or may invite fresh bids for the work. However, MOGALAKWENA LOCAL MUNICIPALITY on receiving request from the selected Bidder may at its absolute discretion, permit extension of the aforesaid period of 15 (fifteen) days for execution of the respective agreement(s).

12.5. COMPULSORY BRIEFING SESSION

There will be no COMPULSORY briefing meeting.

- 12.6. Bidders may note that MOGALAKWENA LOCAL MUNICIPALITY will not entertain any deviations to this bid document at the time of submission of the bid or thereafter. The bid to be submitted by the Bidders shall be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the Bid Document with all its contents and Addendums issued thereafter. Any conditional Bid shall be regarded as non-responsive and would be liable for rejection.
- 12.7. MOGALAKWENA LOCAL MUNICIPALITY may, in exceptional circumstances and at its sole discretion, extend the Proposal Due Date by issuing an Addendum uniformly for all Bidders.

13. BIDDING SYSTEM (Three Round Bid System)

- 13.1. For selecting the preferred Bidder to undertake the above work, MOGALAKWENA LOCAL MUNICIPALITY has adopted a

13.2. Three Round System. The first round comprises of Technical bid, the second stage is that of Administration (Compliance), and third round is the Financial Bid. The Bidders would be required to furnish the information specified in the bid document. Only those Bidders who will qualify the first and second round; i.e. Technical requirements and Administration will be considered for the third round.

14. PREPARATION & SUBMISSION OF BIDS

14.1. The Bidder would provide all the information as per the bid document.

MOGALAKWENA LOCAL MUNICIPALITY reserves the right to evaluate only those bids that are received in the required format complete in all respects and in line with the instructions contained herein.

14.2. The language of the bid and related documents and correspondence shall be English.

14.3. The currency for the purpose of the bid shall be South African Rands (ZAR).

14.4. The Proposal should be submitted in 2 (Two) separate envelopes and put together in 1 (one) single outer envelope in the following manner:

14.5. The pages and volumes of each part of the bid shall be clearly numbered and the contents duly indexed. The bid should not include any loose papers.

14.6. The typed or printed proposal shall be signed and each page of the proposal shall be initialled by a person or persons duly authorized to sign on behalf of the Bidder.

14.7. The bid shall contain no alterations or additions, except those to comply with instructions issued by MOGALAKWENA LOCAL MUNICIPALITY or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

15. SEALING AND MARKING OF PROPOSAL

15.1. The outer envelopes shall clearly bear the following identification. **“LEASE OF SURVEILLANCE CAMERAS AND ACCESS CONTROL SYSTEMS AT**

**MOGALAKWENA LOCAL MUNICIPALITY ON AN AS AND WHEN
REQUIRED BASIS FOR 36 MONTHS**

16. GENERAL CONDITIONS OF TENDER

- 16.1. Bids must be submitted with all official Bid Forms duly completed which are contained in this tender document.
- 16.2. The Bidding Documents (BD) contained in this RFP are compulsory documents and must be completed, signed and returned with this bid proposal. Failure to submit completed and signed BD documents may invalidate the tender proposal.
- 16.3. This tender document, together with associated compulsory forms and annexures, may NOT be retyped or re-drafted, but photocopies or reprints may be prepared and used.
- 16.4. This tender document, together with compulsory forms should be filled in with black ink.
- 16.5. Bidders should check the numbers of the pages of the tender document and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
- 16.6. The tender price must be valid for acceptance for a period of 90 calendar days after the closing date of the tender.
- 16.7. All prices must be quoted in South African Rands and be inclusive of all costs and applicable taxes (inclusive of Value Added Tax (VAT) etc.).
- 16.8. MOGALAKWENA LOCAL MUNICIPALITY reserves the right to only accept part of the submitted bid by a Bidder.
- 16.9. MOGALAKWENA LOCAL MUNICIPALITY reserves the right to withdraw this tender.
- 16.10. Unless specifically provided for in the tender document, no tenders will be considered if submitted or transmitted by facsimile, e-mail or similar apparatus.

- 16.11. MOGALAKWENA LOCAL MUNICIPALITY reserves the right to accept or reject any tender proposal.
- 16.12. The Bidder's company letterhead must be used for the proposal's cover letter and reflect the company name, address, contact details and company registration number.
- 16.13. All pages of the proposal must be initialled by the responsible person.
- 16.14. Bids must be delivered to the correct address/ location which is indicated in the tender document, and must be delivered timeously, as late bid submissions will NOT be accepted for consideration.
- 16.15. The award of the bid may be subjected to price negotiations with the preferred Bidder(s).
- 16.16. The successful bidder will be required to sign a written contract.

17. TAX COMPLIANCE REQUIREMENTS

- 17.1. Bidders must ensure compliance with their tax obligations.
- 17.2. Bidders are required to submit their valid Tax Clearance Certificate (TCC) issued by SARS to enable MOGALAKWENA LOCAL MUNICIPALITY to view the taxpayer's tax status.
- 17.3. In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate proof of TCC.

18. EVALUATION OF BIDS

18.1.1. Pre-Qualification Criteria

The following criteria will form the basis of evaluating all bids received and failure to comply with the pre-qualification criteria may result in the disqualification of the bid:

1.	A fully completed Tender Document with duly completed compulsory documents must be signed and certified where required and submitted as part of the bidder's tender submission.
2.	Attendance at the MOGALAKWENA LOCAL MUNICIPALITY briefing session for this project is compulsory and failure to attend will result in elimination of a submitted bid.
3.	<p>The following proof of Accreditation / registration must be attached:</p> <p>Non submission will lead to disqualification.</p> <ul style="list-style-type: none"> - PSIRA membership certificate proving current valid membership for the Security Company; - Systems Accredited/Certified - Police clearance (vetting by SAPS)

Only qualifying bids meeting the Pre-qualification Criteria will be further evaluated for Functionality.

18.2. Evaluation of Technical Bid (Round 1)

18.2.1. In Stage 1 of Technical bid evaluation.

18.2.2. MOGALAKWENA LOCAL MUNICIPALITY shall use the factors, methods, criteria, and requirements defined in the bid document for evaluation of the bids. The use of other methods, criteria, or requirements shall not be permitted. MOGALAKWENA LOCAL MUNICIPALITY reserves the right to waive minor deviations in the qualification criteria if they do not materially affect the capability of a Bidder to execute the work.

18.2.3. After evaluation of Technical Bid, only the technically qualified Bidders will be eligible for evaluation of compliance.

18.3. Evaluation of Administrative/Compliance Bid (Round 2)

18.3.1. In stage 2 of the Administrative/Compliance bid evaluation, only those bids that are found to be responsive to the requirements of the RFP as specified above would be considered for financial evaluation.

19. EVALUATION OF THE TENDER PROPOSAL

The following criteria will be used to evaluate bids:

19.1.1. Functionality Criteria

19.1.1.1. The following criteria will be used to evaluate all bids where bids must score a minimum of seventy percent (70%). Only qualifying bids meeting/ exceeding the stipulated minimum threshold for the functionality criteria will be considered for financial assessment.

No.	Evaluation Criteria	Maximum Weight	Scoring Criteria
1	Qualification and Experience		
1.1	Previous work experience in terms of provisioning, monitoring and maintenance of surveillance cameras and access control system. (Certified copies of appointment letters and completion certificates/reference letters of previous work need to be attached, otherwise no points will be allocated)	20	7 and above=20 points 5-6 projects=15 points 2-4 projects = 10 points
1.2	Proposed resources plan	5	5
1.3	CVs of Key Project Team as per bidder's proposed resources plan.	10	10
1.4	Product certification regarding technical data to compare against tender output specification.	20	Data + Quality=20 Match specs=15 Material info=10
1.5	Method statement detailing how the bidder intends to implement project, taking into account attendant risks, quality assurance, deployments of resources and process mapping	30	Compliant plan=30 Adequate=15
1.6	Project plan	10	Compliant plan=10 Adequate=5
	Total score	100	
	Minimum threshold	70	

Shortlisted service providers may be invited for presentations.

19.1.2. Notice to successful and unsuccessful tenderers

- 19.1.2.1. Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer..
- 19.1.2.2. The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

19.1.3. Provide copies of the contract

- 19.1.3.1. The number of paper copies of the signed contract to be provided by the Employer is one.

19.2. Imbalance in tendered rates

- 19.2.1. In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.
- 19.2.2. The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices.
- 19.2.3. Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

19.3. Negotiations with preferred tenderers

19.3.1. The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) Does not allow any preferred tenderer a second or unfair opportunity;
- b) Is not to the detriment of any other tenderer; and
- c) Does not lead to a higher price than the tender as submitted.

19.3.2. Minutes of any such negotiations shall be kept for record purposes.

20. SCOPE OF WORK

20.1. The bidder shall install SURVEILLANCE cameras and its accessories as per specification given herein and maintain it to the satisfaction of MOGALAKWENA LOCAL MUNICIPALITY. The bidder should be in the position to reproduce data for the past 90 days as and when asked by MOGALAKWENA LOCAL MUNICIPALITY.

20.2. The specification and quantity of the SURVEILLANCE camera, accessories and software can be referred to Annexure A.

20.3. Exact location in the office premises for installation of SURVEILLANCE cameras shall be intimated once work is allotted.

20.4. The bidder shall ensure three year warranty of SURVEILLANCE cameras and its accessories.

20.5. The contractor has to abide by all fire and safety rules as per local laws. The Contractor shall strictly follow the existing work permits and fire permit systems.

20.6. Contractor is to submit a time schedule (Project Plan) before commencement of the job.

20.7. The contractor shall provide adequate supervision for the work, which shall not be less than competent technical person (Project Manager).

20.8. They must be well conversant with the work and safety requirements.

20.9. List of skilled technicians, helpers, supervisors and documentary evidence of their qualification, experience, valid certificate etc. to be submitted to

MOGALAKWENA LOCAL MUNICIPALITY before 1(one) week of starting of work.

- 20.10. The contractor shall deploy adequate resources, tools and tackles etc. so as to suit the smooth functioning of works and shall submit the list of the equipment's he proposes to deploy with standardization. A COMPLETE SAFETY FILE MUST BE SUBMITTED BY THE CONTRACT PRIOR TO THE COMMENCEMENT OF THE WORK.
- 20.11. MOGALAKWENA LOCAL MUNICIPALITY will not make any extra payment for mobilization & demobilization of resources necessary for the job.
- 20.12. Contractor is to bear the cost of to & fro travelling, local conveyance, lodging & boarding by their engineers, professionals and experts necessary for the job.
- 20.13. The work to be completed within one (1) Month from the date of signing of contract as directed by MOGALAKWENA LOCAL MUNICIPALITY.
- 20.14. MOGALAKWENA LOCAL MUNICIPALITY shall not be responsible for adverse or unfavourable incidence, if occurred due to structural fault. The bidder would be responsible for any civil/criminal proceedings arising out of such incidence and for damage caused to life and property thereof.
- 20.15. The bidder shall carry out the installation in a safe and responsible manner without any inconvenience or danger to the public.

21. BIDDER'S RESPONSIBILITY BEFORE PROPOSAL SUBMISSION

- 21.1. The Bidder shall be responsible for all of the costs associated with the preparation of the proposal and their participation in the selection process. MOGALAKWENA LOCAL MUNICIPALITY will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
- 21.2. The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document.
- 21.3. The Bidder shall obtain for themselves, at their own responsibility, all the information and data that may be necessary for submission of bid. The details provided in this RFP document, is intended to guide the bidders in preparing

their proposal only. MOGALAKWENA LOCAL MUNICIPALITY shall not stand guarantee for and shall not be held responsible for the veracity of the data related to cost and revenue, which have been made available in this document.

21.4. All the costs associated while preparation of the bid, and undertaking any further studies and investigations shall be at the Bidder's own expense.

21.5. Familiarity with clearances: The Bidder should be familiar with the clearances required from various authorities to commence work. A Bidder shall be deemed to have carried out preliminary checks with relevant authorities.

21.6. It would be deemed that by submitting the bid, the Bidder has:

- a) Made a complete and careful examination of the RFP document.
- b) Obtained all relevant information about the project.

21.7. MOGALAKWENA LOCAL MUNICIPALITY shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Address of enterprise:

.....

.....

Section 2: VAT Registration Number, if any:

Section 3: PSIRA Registration Number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters

established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for **TENDER NO 02-2019/20: LEASE OF SURVEILLANCE CAMERAS AND ACCESS CONTROL SYSTEM AT MOGALAKWENA LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS.**

in response to the invitation for the tender made by the MOGALAKWENA LOCAL MUNICIPALITY, I 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 Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word “competitor” shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 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 tender;

(e) the submission of a tender which does not meet the specifications and conditions of the tender; or

(f) tendering with the intention not to win the tender;

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 invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and

contracts, tenders 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

Signature

Date

SCHEDULE 3 : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms, authorised signatory of the company, close corporation or partnership, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

Name of Firm	Address	Duly Authorised Signatory
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note : A copy of the Joint Venture Agreement shall be appended to this schedule.

SCHEDULE 4: PRICE DECLARATION BY BIDDER

PRICE DECLARATION BY THE BIDDER

I/ We have examined the information provided in your tender document and offer to undertake the work prescribed in accordance with the requirements as set out in the tender document. The tender price quoted in this tender is valid for the stipulated period of 60 days from date of closure of this bid. I/We confirm that this tender will remain binding upon me/ us and may be accepted by MOGALAKWENA LOCAL MUNICIPALITY at any time before the expiry date.

Name and Surname : _____

Signature : _____

Date : _____

Duly authorized to sign this tender

Yes	No
-----	----

Capacity under which this tender is signed : _____

TOTAL TENDER PRICE IN SA RANDS : _____

Description	Year 1	Year 2	Year 3
Bid price			
VAT			
Other escalation			
Total Bid price inclusive of VAT			

NB: A detailed price breakdown of the TCO as declared must be provided.

SCHEDULE 5: DECLARATION OF INTEREST

DECLARATION OF INTEREST

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

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

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

Full Name of bidder or his or her representative: _____

Identity Number : _____

Position occupied in the Company : _____

Company Registration Number : _____

Tax Reference Number : _____

VAT Registration Number : _____

Are you or any person connected with the bidder presently employed by MOGALAKWENA LOCAL MUNICIPALITY? **YES/NO**

If so, furnish the following particulars:

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

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

If so, furnish particulars:

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

Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies bidding for this contract? **YES/NO**

If so, furnish particulars:

Full Name	Identity Number	Personal Tax Reference Number

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Declaration

I, the undersigned (Name), _____ certify that the information furnished in the paragraph above is correct. I accept that MOGALAKWENA LOCAL MUNICIPALITY may reject the bid or act against me should this declaration is proven to be false.

Signature: _____

Date: _____

Position: _____

Name of bidder: _____

SCHEDULE 6: PREFERENCE POINT CLAIM FORM

PREFERENCE POINT CLAIM FORM

1. Preference points claim form in terms of the Preferential Procurement Regulations of 2017.

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

NB: Before completing this form, bidders must study the General Conditions, definitions and directives applicable in respect of BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

2. General Conditions

2.1. The following preference point systems are applicable to all bids:

2.1.1 The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).

2.1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable

taxes included) and therefore the 80/20 preference point system shall be applicable.

Points for this bid shall be awarded for;

- Price; and
- B-BBEE Status Level of contributor.

The maximum points of this bid are allocated as follows;

Description of item	Points
Price	80
B-BBEE Status Level of contributor	20
Total points for Price and B-BBEE must not exceed	100

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

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

a. Definitions

“**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

“**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or

proposals;

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“Functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

“prices” includes all applicable taxes less all unconditional discounts;

“proof of B-BBEE status level of contributor” means:

- B-BBEE Status level certificate issued by an authorized body or person;
- A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- Any other requirement prescribed in terms of the B-BBEE Act;

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

b. Points awarded for B-BBEE Status Level of Contributor

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

B-BBEE Status Level of contributor	2. Number of points(80/20 system)
1	20
2	18

3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

BID DECLARATION

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

B-BBEE Status Level of Contributor Claimed in terms of paragraph 6.3.2 above;

B-BBEE Status Level of Contributor: 1 = _____ (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.3.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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If yes, indicate:

What percentage of the contract will be subcontracted%

The name of the sub-contractor

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

Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm: _____

VAT registration number: _____

Company registration number: _____

TYPE OF COMPANY/ FIRM

[] Partnership/Joint Venture / Consortium

[] One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK WHERE APPLICABLE]

Describe principal business activities

COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK WHERE APPLICABLE]

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

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

The information furnished is true and correct;

The preference points claimed are in accordance with the General Conditions as indicated in paragraphs above;

In the event of a contract being awarded as a result of points claimed as indicated, the contractor may be required to furnish documentary proof to the satisfaction of the

purchaser that the claims are correct;

If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- disqualify the person from the bidding process;
- recover costs, losses or damages it has incurred or suffered as a result of

that person's conduct;

- 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;
- recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
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<p>SIGNATURE(S) OF BIDDERS(S) _____</p> <p>DATE:</p> <p>ADDRESS _____</p> <p>_____</p> <p>_____</p>

SCHEDULE 7 : SCHEDULE OF WORK EXPERIENCE

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken.

Employer Name, Tel No & Fax No:	Contact Person	Nature of Work	Contract Value	Completion Date
Completed Contracts				
Current Contracts				

SCHEDULE 8: SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this contract, and the tendered unit rates for the various items of work shall remain final and binding.

SUBCONTRACTORS		
Sub-Contractor's Name	Work activities to be undertaken by the Sub-Contractor	Estimated Value of Work (Rand)

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SCHEDULE 9 : HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 issued in terms of Section 37.1 of the act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

22. Checklist of documents to be submitted with the bid

22.1. A checklist below which is not mutually exclusive has been provided in order to highlight some of the important documents which must be included/ submitted with the Request for Proposal/ Tender (RFP):

1	Covering letter	
2	Tender Document fully completed and signed where applicable.	
3	Bid submission responsive to requirements stated in the Terms of Reference and Evaluation Criteria	
4	Detailed Price Schedule in support of Declared Price	
5	Company Profile illustrating core business	
6	Valid B-BBEE Status Level Certificate / Sworn Affidavit	
7	Proof of registration on National Treasury’s Central Supplier Database (CSD)	
SCHEDULE FORMS/DOCUMENTS		
8	Certificate of Independent Tender Determination	
9	Certificate of Authority for Joint Venture	
10	Price Declaration	
11	Declaration of Interest	
12	Preference Points Claim Form	
13	Schedule of Work Experience	
14	Schedule of Sub-Contractors	

15	Schedule of Health and Safety Plan	
OTHER DOCUMENTS		
16	Any disclosure with reference to completed Schedule Forms, by bidder (if applicable)	
14	PSIRA Registration documents/Certificate for the bidder.	
15	Proof of registration with the Private Security Services Provident Fund (PSSP	
16	Letter of Good Standing for COIDA)	
17	Schedule of Referees	
18	Schedule of Core Staff Recommended to the Project	
19	Company registration documents	
20	Company structure/ organogram	
21	Operating Strategy	
22	Detailed CV's of Senior Team and Staff	

NOTE:

- Ensure that all document attachments are clearly marked and the tender proposal is submitted in a clear, logical and well-marked sequence together with an index of documents.
- Only one copy will be required.

SURVEILLANCE SYMTEM PROPOSAL

1. PRODUCT DESCRIPTION

4K ultra HD (8MP, 3840 x 2160) video surveillance PoE [Power over Ethernet] NVR [Network Video Recorder] Security Camera System.

2. NETWORK / SOFTWARE

Network Protocol

HTTP, TCP/IP, UDP, DHCP, P2P, UPNP, RTSP, SMTP, SSL/TLS, DNS, DDNS, NTP, FTP

Browser Supported

IE, Firefox, Chrome

OS Supported

PC: Windows, Mac OS; Smart Phone: iOS, Android

3. CAMERA

4K UHD 8MP PoE Security Camera; Audio Recording[Built-in Mic]; Enhanced Night Vision; HDMI Output 3840*2160;120°view angle static camera; 360° rotating camera; motion sensor; IP68 water proofing.

4. STORAGE

10T [Terabyte] solid state HDD DVR & Cloud storage compatibility.

5. REMOTE ACCESS

Smart phone compatible on Windows, Android and iOS.