



## BID NOTICE

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 46/26: THE PROVISION OF PROFESSIONAL ARMED SECURITY SERVICES FOR THE GREATER WC024 AT VARIOUS MUNICIPAL OWNED SITES FOR A PERIOD ENDING 30 JUNE 2029**

TENDER NUMBER: **B/SM 46/26**

DESCRIPTION: **THE PROVISION OF PROFESSIONAL ARMED SECURITY SERVICES FOR THE GREATER WC024 AT VARIOUS MUNICIPAL OWNED SITES FOR A PERIOD ENDING 30 JUNE 2029**

CLOSING DATE: **09 March 2026**

CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom**.

**INFORMATION:**

Tender Specifications: Daniel Jonkers at 021 808 8814: e-mail: [Daniel.Jonkers@stellenbosch.gov.za](mailto:Daniel.Jonkers@stellenbosch.gov.za)

SCM Requirements: Zenazi Nobavu at 021 808 8121: e-mail: [Zenazi.Nobavu@stellenbosch.gov.za](mailto:Zenazi.Nobavu@stellenbosch.gov.za)

Office hours for collection: 08h00-15h30

A Compulsory Clarification Meeting will be held on **17 February 2026 at 10h00** at the **Stellenbosch municipality town hall, corner of Plein and Andringa street, Stellenbosch**. Tenderers who fail to attend the compulsory information session (register will be taken) will be regarded as non-compliant.

Tenders may only be submitted on the Tender document issued by Stellenbosch Municipality and must be valid for 180 days after tender closing. Late electronic format, telephonic or faxed Tenders will not be considered, and Stellenbosch Municipality does not bind itself to accept the lowest bid or any of the tenders that has been submitted.

Sealed Tenders, with "**B/SM 46/26: THE PROVISION OF PROFESSIONAL ARMED SECURITY SERVICES FOR THE GREATER WC024 AT VARIOUS MUNICIPAL OWNED SITES FOR A PERIOD ENDING 30 JUNE 2029**", clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex (Main Building between Town Hall and Municipal Library), Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

**NOTE:** This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy and relevant specification as depicted in the document and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

The preferential points system applied is as follows: 90/10 in terms of the approved policy.

<b>Price</b>	<b>90</b>
<b>B-BBEE status level of contribution</b>	<b>5</b>
<b>Locality</b>	<b>5</b>
<b>Total points for Price, B-BBEE and locality</b>	<b>100</b>

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the general conditions of contract (GCC) and special conditions for Tendering.
2. Relevant terms of reference.
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality.
4. No award will be made to tenderers whose tax status is non-compliant.
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid

*Tender documents, in English, are available free of charge on the website: [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za). Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1<sup>st</sup> Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R415.00 per document.*

**Note:** The municipality will never contact you to pay money in exchange for the award of a tender.

G Mettler (Ms)  
**MUNICIPAL MANAGER**



**STELLENBOSCH**

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

V8 – 13/01/2025

**TENDER NO.: B/SM 46/26**

**THE PROVISION OF PROFESSIONAL ARMED SECURITY SERVICES FOR THE  
GREATER WC024 AT VARIOUS MUNICIPAL OWNED SITES FOR A PERIOD ENDING 30  
JUNE 2029**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>			
<b>Total Bid Price (Inclusive of VAT) (RATE-BASED TENDER):</b>			
<b>BBBEE LEVEL</b>			
<b>CLAIM POINTS FOR</b>	<b>LOCALITY</b>	<b>YES</b>	<b>NO</b>

**DATE: NOVEMBER 2025**

**PREPARED AND ISSUED BY:**

Directorate: Finance:  
Supply Chain Management Unit  
Stellenbosch Municipality,  
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Daniel Jonkers**  
**Chief Law Enforcement**  
Tel. Number: 021 808 8814



## 1. TENDER NOTICE & INVITATION TO TENDER

### BID NOTICE

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 46/26: THE PROVISION OF PROFESSIONAL ARMED SECURITY SERVICES FOR THE GREATER WC024 AT VARIOUS MUNICIPAL OWNED SITES FOR A PERIOD ENDING 30 JUNE 2029**

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**CLOSING TIME:** 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom**.

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G Mettler (Ms)  
**MUNICIPAL MANAGER**



## TENDER KENNISGEWING

**STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 46/26 : DIE VERSKAFFING VAN PROFESSIONELE GEWAPENDE SEKURITEITSDIENSTE VIR DIE GROTER WC024 BY VERSKEIE MUNISIPALE PERSELE VIR 'N TYDPERK WAT OP 30 JUNIE 2029 EINDIG**

**TENDER NOMMER: B/SM 46/26**

**BESKRYWING: DIE VERSKAFFING VAN PROFESSIONELE GEWAPENDE SEKURITEITSDIENSTE VIR DIE GROTER WC024 BY VERSKEIE MUNISIPALE PERSELE VIR 'N TYDPERK WAT OP 30 JUNIE 2029 EINDIG**

**SLUITINGSDATUM: 09 Maart 2026**

**TYD VAN SLUITING: 12h00. Tenders sal oopgemaak word in die **Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal**.**

**NAVRAE:**

**Tender spesifikasies: Daniel Jonkers by 021 808 8814: e-pos: [Daniel.Jonkers@stellenbosch.gov.za](mailto:Daniel.Jonkers@stellenbosch.gov.za)**

**Vkb vereistes: Zenazi Nobavu om 021 808 8121: e-pos: [Zenazi.Nobavu@stellenbosch.gov.za](mailto:Zenazi.Nobavu@stellenbosch.gov.za)**

**Kantoor Ure: 08h00-15h30**

'n Verpligte inligtingsessie sal gehou word op **03 Februarie 2026 om 10h00 te Stellenbosch munisipaliteit stadsaal, hoek van Plein en Andringastraat, Stellenbosch**. Tenderaars wat nie die verpligte inligtingsessie bywoon nie (register sal geneem word), sal nie in ag geneem word nie.

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir 180 dae na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseelde tenders duidelik gemerk: **"B/SM 46/26: DIE VERSKAFFING VAN PROFESSIONELE GEWAPENDE SEKURITEITSDIENSTE VIR DIE GROTER WC024 BY VERSKEIE MUNISIPALE PERSELE VIR 'N TYDPERK WAT OP 30 JUNIE 2029 EINDIG"** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

**LET WEL:** Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch Voorkeurverkrygingsbeleid effekief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.

Die voorkeurpunte stelsel is soos volg gebaseer: 90/10 in terme van die goedgekeurde beleid:

<b>Prys</b>	<b>90</b>
<b>BBSEB status</b>	<b>5</b>
<b>Ligging</b>	<b>5</b>
<b>Total punte vir Prys, BBSEB en ligging</b>	<b>100</b>

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifieer word):

1. Hierdie tender is onderworpe aan die standaard tender voorwaardes en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseelde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

**Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R415.00 per dokument**. Alternatiewelik mag die dokument gratis afgelai word vanaf die webblad [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za).**



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*Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.*

G Mettler (Me)

**MUNISIPALE BESTUURDER**



# STELLENBOSCH

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## PART A INVITATION TO BID

### YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE STELLENBOSCH MUNICIPALITY

BID NUMBER:	B/SM 46/26	CLOSING DATE:	09 MARCH 2026	CLOSING TIME:	12H00
DESCRIPTION	THE PROVISION OF PROFESSIONAL ARMED SECURITY SERVICES FOR THE GREATER WC024 AT VARIOUS MUNICIPAL OWNED SITES FOR A PERIOD ENDING 30 JUNE 2029				

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

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX(MAIN BUILDING BETWEEN TOWN HALL AND MUNICIPAL LIBRARY), PLEIN STREET, STELLENBOSCH

### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

[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]

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER	.....	6. DATE	
7. NAME AND SURNAME OF RESPONSIBLE PERSON			
8. CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Daniel Jonkers
CONTACT PERSON	Zenazi Nobavu	TELEPHONE NUMBER	021 808 8814
TELEPHONE NUMBER	021 808 8121	E-MAIL ADDRESS	<a href="mailto:Daniel.Jonkers@stellenbosch.gov.za">Daniel.Jonkers@stellenbosch.gov.za</a>
E-MAIL ADDRESS	Zenazi.Nobavu@stellenbosch.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 SUBMITTED ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 16 January 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC, JBCC, FIDIC OR CIDB) 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)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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:

NAME AND SURNAME

DATE



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## **PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**



## 2. CHECKLIST

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:**

<b>Certificate of Clarification/Virtual Meeting Attendance</b> - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	<b>Yes</b>		<b>No</b>	
<b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the resolution attached?	<b>Yes</b>		<b>No</b>	
<b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>MBD 5</b> - Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed?  Is a copy of the <b>B-BBEE Certificate</b> issued by a Verification Agency accredited by SANAS or the <b>original Sworn Affidavit</b> attached?  (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT <b>MUST</b> BE AN ORIGINAL AND <b>NOT</b> A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	<b>Yes</b>		<b>No</b>	
<b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>MBD 10</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed?  Are the <b>Identity numbers, residential addresses and municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested?  (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFADAVIT WILL BE THE BASIS FOR AWARDING POINTS FOR LOCALITY)	<b>Yes</b>		<b>No</b>	
<b>OHSA</b> (Occupational Health and Safety) - Is the form duly completed and signed?  Is a valid <b>Letter of Good Standing</b> from the Compensation Commissioner attached?	<b>Yes</b>		<b>No</b>	
<b>Form of Indemnity</b> - Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>Pricing Schedule</b> - Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>Declaration by Tenderer</b> - Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	



**3. CLARIFICATION MEETING CERTIFICATE**

I / We\*, the undersigned, certify that I / we\* have examined the Site for the Works and its surroundings for which I / we\* am / are\* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves\* with all information, risks, contingencies and other circumstances which may influence or affect my / our\* tender.

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO			
E-MAIL		SIGNATURE	

*NB: Please note that no latecomers will be allowed.*

*For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be disqualified.*



#### 4. AUTHORITY TO SIGN A BID

##### 1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

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

OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

OR

##### 2. COMPANIES AND/OR CLOSE CORPORATIONS

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

2.2. In the case of a CLOSE CORPORATION (CC) submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

##### PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a COPY of the resolution attached?			YES
NO			

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	




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 OR

**3. PARTNERSHIP**

We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

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

Full name of partner		Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:
PRINT NAME:		
WITNESS 1:		WITNESS 2:

OR

**4. CONSORTIUM**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. \_\_\_\_\_ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



## 5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

### 1. DEFINITIONS

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 any thing 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 supplies 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.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "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 supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.21. "Project site" where applicable, means the place indicated in bidding documents.

1.22. "Purchaser" means the organization purchasing the goods.

1.23. "Republic" means the Republic of South Africa.

1.24. "SCC" means the Special Conditions of Contract.

1.25. "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.

1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.27. "Tort" means in breach of contract.

1.28. "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.

1.29. "Written" or "in writing" means handwritten 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, 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 supplies, 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 non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity 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 as 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.




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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 / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## 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:

7.3.1. 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

7.3.2. 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. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.2. 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.

8.3. 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.

8.4. 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.

8.5. Supplies 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.



8.6. Any contract goods may on or after delivery be inspected, tested or analyzed 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.

8.7. 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, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

## 11. Insurance

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

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

## 13. Incidental

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
- 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- 13.1.4. 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
- 13.1.5. 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:

- 14.1.1. 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;
- 14.1.2. in the event of termination of production of the spare parts:
  - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - 14.1.2.2. 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 in SCC.

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 in SCC 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 by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

#### 17. Prices

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

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



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

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, 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 supplies 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 without the application of penalties.

21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any 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

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:

23.1.1. 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;

23.1.2. if the supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment 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.




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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 purchase 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:

- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. 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. Anti-dumping and countervailing duties and rights**

When, after the date of bid, provisional payments are required, or antidumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### **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**



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,
  - 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - 27.4.2. the purchaser shall pay the supplier any monies due 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;
  - 28.1.1. 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
  - 28.1.2. 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**

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**

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

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

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.

*General Conditions of Contract (revised July 2015)*



## 6. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

**PLEASE NOTE:**

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
- 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
- 2.3. Documents may only be completed in non-erasable ink.
- 2.4. The use of correction fluid/tape is not allowed.
  - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
  - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
- 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
3. **Where the value of an intended contract (or company turnover) will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances. The TOTAL price tendered will remain fixed.**
  - 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
  - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
4. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
5. Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
6. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY**;
  - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
  - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



## 7. Negotiations for a fair market related price

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

8 This bid will be evaluated and adjudicated according to the following criteria:

- 8.1 Relevant specifications
- 8.2 Value for money
- 8.3 Capability to execute the contract
- 8.4 PPPFA & associated regulations

## 9 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

## 10 Inclusion as a standard clause in the tender specification documents where any asset is constructed (delete which ever is not applicable)

On practical completion date, a report or certificate should be issued indicating the total costs of the project attributable to each significant component as identified within the lowest asset hierarchy level (4) as specified within the infrastructure catalogue or Annexure A of the Stellenbosch Municipality's asset management policy as approved in 2014, if not contained in the catalogue.

Where a tender runs over more than one financial year (therefore not concluded by 30 June of a year) the following provision must be included in the consultant's project management agreement – it therefore forms part of the consultant's responsibilities:

### Inclusion in contract with consultants

If construction is still in progress over the year-end period of the Stellenbosch Municipality, being 30 June of each year, the Municipality should be furnished with a report / certificate at year-end (30 June), which details (a) The cumulative expenditure incurred up to 30 June for the project. (b) any details if the project is taking a significant longer period of time to complete than expected, including reasons for any delays. (c) details where construction or development has been halted either during the current or previous reporting period(s), including reasons for halting the construction or development of the asset/project.

## 11 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at [www.csd.gov.za](http://www.csd.gov.za). Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Assistance with CSD Registration can be provided by contacting 021 808 8594 or [Nicolene.Hamilton@stellenbosch.gov.za](mailto:Nicolene.Hamilton@stellenbosch.gov.za)

**Centralised Supplier Database No. MAAA.....**



## 7. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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 position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
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, shareholder <sup>2</sup> etc.)								
3.4.	Company Registration Number								
3.5.	Tax Reference Number								
3.6.	VAT Registration Number								
3.7.	Are you presently in the service of the state?					YES	NO		
3.7.1.	If so, furnish particulars:								
3.8.	Have you been in the service of the state for the past twelve months?					YES	NO		
3.8.1.	If so, furnish particulars:								

<sup>1</sup> MSCM 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. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.

<sup>2</sup> "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.	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	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a 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	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal 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	
3.13.1.	If so, furnish particulars:				



3.14. Please provide the following information on ALL directors/shareholders/trustees/members below:

Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State <sup>3</sup> Employee Number

**NB:**

- a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
- b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

**4. DECLARATION**

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

<sup>3</sup> MSCM 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. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.



## 8. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?	YES	NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.			
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.			
2.2. If yes, provide particulars.			
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO	
3.1. If yes, furnish particulars			
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO	
4.1. If yes, furnish particulars			
<b>CERTIFICATION</b> I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct.			
I accept that the state may act against me should this declaration prove to be false.			
SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			



**9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 90/10**

**NB:**

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 16 January 2023 and the Stellenbosch Preferential Procurement Policy 2025/2026

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 and any other applicable preference

**1. GENERAL CONDITIONS**

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

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

1.2

a) The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contributor, and
- (c) Locality of supplier

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

	<b>POINTS</b>
<b>PRICE</b>	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	5
<b>LOCALITY (See definitions)</b>	5
<b>Total points for Price, BBBEE and Locality (must not exceed 100)</b>	<b>100</b>

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

1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed.

1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at



any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“Locality”** means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).
- (h) **“price”** includes all applicable taxes less all unconditional discounts;
- (i) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) **“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;
- (k) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (l) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;





5.4 Regarding par 5.3 (a) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points for 80/20 Preference Points System</b>	<b>Number of Points for 90/10 Preference Points System</b>
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

5.5 A tenderer must submit proof of its BBBEE status level contributor.

5.6 A tenderer failing to submit proof of BBBEE status level of contributor –

5.6.1 may only score in terms of the 80/90-point formula for price; and

5.6.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

<b>Locality of supplier</b>	<b>Number of Points for 80/20 Preference Points System</b>	<b>Number of Points for 90/10 Preference Points System</b>
Within the boundaries of the municipality	10	5
Outside of the boundaries of the municipality	0	0



## 6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution and/or Locality must complete the following:

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

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

(Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

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

Business Address - .....

.....  
.....

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises is situated in the Municipal area of Stellenbosch (WC024). A valid municipal account or proof of valid lease agreement, or sworn affidavit must be attached)

## 8. SUB-CONTRACTING

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

(*Tick applicable box*)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....% .....
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise

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



Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

#### 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

#### 9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole property
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

#### 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

#### 9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

#### 9.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:** .....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as

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indicated in paragraph 1 of this form;

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

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



**PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)  
(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)**

---

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly **NB!** authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> <li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) who became citizens of the Republic of South Africa by naturalisation-           <ul style="list-style-type: none"> <li>i. before 27 April 1994; or</li> <li>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</li> </ul> </li> </ul>



<b>Definition of “Black Designated Groups”</b>	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</li> </ul>
--	---



## 3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_ %
  - Black Disabled % = \_\_\_\_\_ %
  - Black Unemployed % = \_\_\_\_\_ %
  - Black People living in Rural areas % = \_\_\_\_\_ %
  - Black Military Veterans % = \_\_\_\_\_ %

- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_ (DD/MM/YYYY), the annual TotalRevenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

**NB!**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date : \_\_\_\_\_

**NB! ORIGINALLY CERTIFIED/ NOT COPY**

Commissioner of Oaths

Signature & stamp

Date:



**EXAMPLE OF POINT SCORING AND ALLOCATION OF PREFERENCE POINTS (80/20) WHERE LOCALITY AS A GOAL IS INCLUDED. STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY.**

BIDDER	PRICE	BBBEE LEVEL (VALID)	BUSINESS PREMISES (IN WC024)
TENDERER A	R 80 000	1	NO
TENDERER B	R 75 000	1	YES
TENDERER C	R 70 000	2	NO

BIDDER	PRICE POINTS (Out of 80)	BBBEE POINTS (Out of 10)	LOCALITY POINTS (Out of 10)	TOTAL POINTS (Out of 100)
TENDERER A	68.57	10	0	78.57
TENDERER B	74.29	10	10	94.29
TENDERER C	80	9	0	89



## 10. MBD 8 – 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:
  - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - 3.2. been convicted for fraud or corruption during the past five years;
  - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4. 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.

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	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)? <i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	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:		
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
4.5.1	If so, furnish particulars:		

## 5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



## 11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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).<sup>4</sup> Collusive bidding is a *per 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:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. 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
  - 3.3. 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:

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

#### **STELLENBOSCH MUNICIPALITY**

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:

<sup>4</sup> 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.



- 5.1. has been requested to submit a bid in response to this bid invitation;
- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. 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 consortium<sup>5</sup> 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:
  - 7.1. prices;
  - 7.2. geographical area where product or service will be rendered (market allocation)
  - 7.3. methods, factors or formulas used to calculate prices;
  - 7.4. the intention or decision to submit or not to submit, a bid;
  - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 7.6. 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.
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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

<sup>5</sup> 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.



## 12. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

### DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

#### FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB:** Please attach certified copy (ies) of ID document(s) and Municipal Accounts If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement or sworn affidavit must be submitted with this tender.

- PLEASE SUBMIT MUNICIPAL ACCOUNTS FOR THE FOLLOWING TWO MONTHS AFTER BID CLOSURE TO THE RELEVANT SCM PRACTITIONER SHOULD THE BID NOT BE AWARDED YET.

Signature	Position	Date



**13. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**Stellenbosch Municipality** has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

**NOTE:**

**A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.**

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



**14. FORM OF INDEMNITY**

**INDEMNITY**

Given by (Name of Company) \_\_\_\_\_  
of (registered address of Company) \_\_\_\_\_  
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) \_\_\_\_\_  
in his capacity as (Designation) \_\_\_\_\_  
of the Contractor, is duly authorised hereto by a resolution dated \_\_\_\_\_/20\_\_\_\_\_,  
to sign on behalf of the Contractor.

**WHEREAS** the Contractor has entered into a Contract dated \_\_\_\_\_/20\_\_\_\_\_,  
with the Municipality who require this indemnity from the Contractor.

**NOW THEREFORE THIS DEED WITNESSES** that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK  
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**



## 15. SPECIFICATIONS

### 1. PREAMBLE

The Stellenbosch Municipality (hereafter “the Municipality”) invites suitably qualified and PSIRA-registered service providers to submit bids for the provision of professional armed security and armed response services on a 24-hour basis at municipal facilities, premises, and designated sites.

The purpose of this tender is to ensure the continuous protection of municipal property, personnel, the public, and to prevent unauthorised access, theft, vandalism, and any unlawful activities at municipal properties.

Only companies with a core business in armed security and a verifiable track record in providing services of a similar scale and complexity should submit a bid.

### 2. SCOPE OF WORK

The tender will be awarded to one (1) preferred bidder. A secondary bidder shall also be designated to assume armed security services in the event of default, poor performance, or non-compliance by the preferred bidder, provided that the secondary bidder’s rates remain market-related and cost-effective. However, the Municipality shall not be obligated to engage the secondary bidder if the preferred bidder’s performance continues to meet acceptable standards.

The appointed service provider shall be required to:

- a) Provide armed security services on a 24-hour basis (including weekends and public holidays) at all designated municipal sites.
- b) Perform armed response service to municipal sites and/or critical municipal infrastructure to respond to intrusion detection alerts/activations.
- c) Allocate a dedicated armed response team, equipped with a patrol vehicle to conduct regular patrols and inspections of the border fences at the informal settlements.
- d) Deploy competent, Grade-C only PSIRA-registered armed security officers with valid firearm competency certificates.

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- e) Ensure that all security personnel are in approved uniform and carry identification cards at all times.
- f) Maintain a detailed occurrence book at each site, recording all incidents, patrols, and visitor entries.
- g) Conduct perimeter patrols at every 15 minutes intervals, access control, and surveillance monitoring.
- h) Respond promptly to security breaches, alarms, or emergencies and report incidents to the municipal control room.
- i) Provide relief staff to ensure uninterrupted coverage during absenteeism or leave.
- j) Ensure all firearms are lawfully licensed and inspected regularly in compliance with the Firearms Control Act, 2000 (Act No. 60 of 2000).
- k) Provide supervisory visits during both day and night shifts to ensure service compliance.
- l) Supply detailed monthly reports on patrols, incidents, attendance, and service performance to the Law Enforcement Department (hereafter "user department").

### 3. CONTRACT DURATION

The contract period shall commence from 01 July 2026 and remain valid until 30 June 2029, subject to satisfactory performance and annual review.

### 4. LEGISLATION AND COMPLIANCES

The appointed service provider shall comply in all respects with all applicable South African laws, municipal by-laws, regulations, standards, and directives governing the provision of armed security services to an organ of state.

Non-compliance with any legislation or regulation during the term of the contract shall constitute a material breach of contract and may lead to termination of services, withholding of payment, or blacklisting in accordance with the Municipality's Supply Chain Management Policy and the National Treasury Database of Restricted Suppliers.

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PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



The following primary legislation and standards shall apply:

**4.1. Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001)**

- a) The service provider must be a registered security service provider with the Private Security Industry Regulatory Authority (PSIRA) and must maintain valid registration for the duration of the contract.
- b) All deployed security officers must be individually PSIRA-registered and graded in accordance with PSIRA regulations (Grade-C for armed guards, Grade B for site supervisors).
- c) The service provider must comply with PSIRA's Code of Conduct, including all record-keeping, disciplinary, and ethical standards.
- d) The service provider shall ensure that all wages and working conditions comply with PSIRA's prescribed minimum wages and benefit structures.

**4.2. Firearms Control Act, 2000 (Act No. 60 of 2000)**

- a) The service provider shall ensure that all firearms used during the performance of duties are legally owned and licensed in the company's name or that of an accredited institution (certified copies of the institution's licenses must be submitted).
- b) All security personnel performing armed duties must hold a valid firearm competency certificate issued in accordance with this Act.
- c) A firearms register shall be maintained for all issued weapons, recording issuance, return, serial numbers, and ammunition use.
- d) Firearms must be stored in a SABS-approved safe(s) or strongrooms at all times when not in use.
- e) Random inspections may be conducted by the Municipality or SAPS to verify compliance.

**4.3. Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)**

- a) The service provider must ensure a safe working environment for all security personnel deployed on municipal premises.

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- b) A Health and Safety Plan and Risk Assessment may be submitted prior to commencement of work.
- c) Security officers must receive OHS awareness training and be equipped with personal protective equipment (PPE) as applicable.
- d) The service provider must have a designated and trained OHS Representative who will liaise with the Municipality's OHS Officer.
- e) All incidents, accidents, or injuries must be reported to the user department immediately in compliance with Section 24 of the Act and related regulations.

#### **4.4. Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997)**

- a) All employees must be employed under lawful contracts of employment.
- b) Working hours, overtime, rest periods, and leave entitlements must fully comply with the Act and PSIRA sectoral determinations.
- c) Proof of employee payments (payslips, UIF registration, etc.) may be requested during audits.

#### **4.5. Labour Relations Act, 1995 (Act No. 66 of 1995)**

- a) The service provider must adhere to fair labour practices and ensure compliance with collective agreements applicable to the private security sector.
- b) Any labour dispute arising during the contract shall be handled in accordance with the procedures set out by the Commission for Conciliation, Mediation and Arbitration (CCMA).
- c) The Municipality shall not be held liable for any labour-related claims against the service provider.

#### **4.6. Compensation for Occupational Injuries and Diseases Act, 1993 (COIDA)**

- a) The service provider shall hold a valid Letter of Good Standing issued by the Compensation Commissioner throughout the contract period.
- b) Copies of such certificates must be submitted annually or upon renewal.

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- c) The Municipality reserves the right to verify the authenticity of such documentation at any time.

#### **4.7. National Treasury's General Conditions of Contract (GCC, July 2010)**

- a) The General Conditions of Contract form part of this tender and subsequent Service Level Agreement.
- b) Bidders are deemed to have familiarised themselves with and accepted the GCC provisions, which regulate matters such as contract administration, payment, termination, dispute resolution, penalties and performance guarantees.
- c) Prior to awarding of this tender, Stellenbosch Municipality will verify with National Treasury database whether the bidder is listed on the List of Restricted Suppliers and Register for bid Defaulters. The Municipality reserves the right to not conduct business with any supplier/service provider that is blacklisted by the National Treasury Database.

#### **4.8. Other Applicable Legislation and Standards**

The following additional legislation and standards shall also apply where relevant:

- a) Protection of Personal Information Act (POPIA), 2013 (Act No. 4 of 2013) – safeguarding of personal data collected through access control or surveillance systems.
- b) National Key Points Act, 1980 (Act No. 102 of 1980) – where municipal facilities fall under National Key Point status.
- c) Criminal Procedure Act, 1977 (Act No. 51 of 1977) – governs the lawful conduct of arrests or detentions by security personnel.
- d) SANS 1901:2012 – Uniformed Security Services Standard outlining minimum operational and ethical standards.
- e) Municipal By-Laws – specifically those relating to public safety, access control, and protection of municipal property.

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## 5. GENERAL REQUIREMENTS

The following are the minimum requirements that the successful bidder must comply with. The Municipality will not be responsible for providing any of the stipulated items and will not be held liable for any loss, theft, or damage to the bidder's property during the contract period at any of the sites where armed security services are rendered. The successful bidder shall be fully responsible for supplying, maintaining, and safeguarding all necessary equipment, uniforms, and materials at their own cost for the duration of the contract.

### 5.1. Personnel Requirement

- a) Area Operations Manager (minimum of one required):
  - i. The service provider shall appoint a full-time, dedicated Area Operations Manager responsible for the overall coordination, supervision, and administration of all security operations under this contract.
  - ii. The appointed individual must possess a minimum of three (3) years of proven management experience within an armed security environment, preferably at a government or municipal facility.
  - iii. The Area Operations Manager must be registered with PSIRA at Grade A level and have demonstrable knowledge of security risk management, incident reporting, and municipal compliance protocols.
  - iv. The Area Operations Manager shall serve as the primary liaison between the service provider and the Municipality and must be available 24 hours a day for operational emergencies or communication.
  - v. The Area Operations Manager shall ensure that all serious incidents are escalated without delay to the user department for further action.
  - vi. Where dogs are utilized, the service provider must submit valid proof of both dog handler registration and dog training certification in accordance with PSIRA and applicable legislation.
- b) Site Supervisors (minimum of one per site/area required):

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- i. Each operational shift shall be supervised by a qualified Site Supervisor, responsible for on-site command, deployment oversight, and immediate incident response coordination.
- ii. All supervisors must hold a minimum PSIRA Grade B registration, with relevant experience in managing armed personnel and implementing site-specific Standard Operating Procedures (SOPs).
- iii. Supervisors shall conduct regular inspections, shift handovers, and attendance verifications, ensuring compliance with municipal safety, discipline, and appearance standards.
- iv. Supervisors must maintain an occurrence and inspection book, recording all incidents, patrol logs, and staff movements.
- v. Supervisors must ensure that the Area Operations Manager is kept informed at all times of any incidents, irregularities, or security breaches occurring at any site under their supervision.

All incidents, whether minor or major, must be immediately reported via established communication channels, followed by a written incident report submitted within 24 hours of occurrence. The Area Operations Manager shall in turn ensure that all serious incidents are escalated without delay to the user department for further action.

c) Armed Security Officers (minimum of two or more required per site):

- i. All armed security officers deployed under this contract shall hold a PSIRA Grade-C registration and possess valid firearm competency certificates in accordance with the Firearms Control Act.
- ii. Each security officer shall carry proof of firearm competency, authorization permit, and PSIRA registration during duty hours.
- iii. Officers must be fully uniformed and equipped with all required protective gear and communication tools as prescribed in this bid.

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- iv. Where dogs are utilized, the service provider must submit valid proof of both dog handler registration and dog training certification in accordance with PSIRA and applicable legislation.
- v. The following shift system shall apply without exception:
  - Day Shift: 12-hour shift from 06:00 to 18:00 (Monday to Sunday, including Public Holidays)
  - Night Shift: 12-hour shift from 18:00 to 06:00 (Monday to Sunday, including Public Holidays)

d) Training and Familiarization:

- i. The service provider shall ensure that all deployed security personnel are trained and knowledgeable regarding the Stellenbosch Municipality's security protocols, access control procedures, and emergency response plans, policies, and in any approved Standard Operating Procedures (SOPs) issued or updated by the Municipality from time to time.
- ii. Training and refresher courses shall be the responsibility of the service provider and must be recorded and available for inspection by the Municipality upon request.
- iii. The service provider must also ensure that all personnel are trained in Customer Service, Conflict De-escalation, First Aid, Fire Awareness, and Occupational Health and Safety principles relevant to their duties.

e) General:

- i. All security personnel shall be of sober habits, medically fit, and free of any criminal record.
- ii. Personnel shall maintain a high standard of discipline, professionalism, and courtesy when interacting with municipal officials, staff, and members of the public.

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- iii. The Municipality reserves the right to request the immediate removal or replacement of any personnel whose performance, conduct, or appearance is deemed unsatisfactory.
- iv. The service provider shall at all times take full responsibility for the actions carried out by armed security officers while on duty at each site.
- v. Any criminal cases, arrests, incidents, or use-of-force/shooting events must be immediately reported to the Stellenbosch Municipal Control Room followed by a detailed written report within 24 hours submitted to the user department.

See penalties for failures.

## 5.2. Firearms and Equipment Requirement

See penalties for failures.

Equipment	Minimum Requirement
9mm Handgun	1x per officer with 45x rounds of ammunition per firearm.
12-Bore Shotgun	1x per site with 50x rubber/non-lethal rounds and a minimum of 25x flashbang rounds
Radios	1x two-way radio per officer equipped with chargers.
	1x base radio installed at the designated Municipal control room
Patrol Monitoring System	An electronic GPS-enabled active guarding patrol system must be implemented at each site, at the own expense of the service provider.
Vehicles	Transport vehicle for relief staff.
	A 4x4 light-duty vehicle for informal settlement fence patrols.
Personal Equipment	Each officer must be equipped with a baton, handcuffs with keys, pepper spray, whistle, and rechargeable torch
Protective Gear	Each officer must be issued always and carry on their body a Level III bulletproof vest.
	Each officer must also be equipped with a highly visible reflector jacket/vest

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Equipment	Minimum Requirement
Site Equipment	Each site must have an occurrence book (OB), handheld metal detectors, search lights, and access control registers. The Municipality will not be responsible for providing the service provider with the required items.

### 5.3. Transportation/Vehicles Requirement

- a) The service provider shall be fully responsible for the transportation of all security personnel, including relief staff, to and from their designated deployment sites at all times during the contract period.
- b) Adequate logistical arrangements must be in place to ensure timely arrival and relief of all officers, particularly for 24-hour operational continuity.
- c) Security officers currently on duty shall remain on site until formally relieved, even in the event of a delay in the arrival of relief staff. Under no circumstances may a post be left unattended. The service provider shall ensure that a reliable standby or contingency transport plan is available to prevent gaps in coverage.
- d) The service provider shall ensure that all transportation-related costs — including vehicle maintenance, driver allowances, licensing, insurance, and fuel — are fully accounted for in the tendered price.
- e) The Municipality shall not be held liable for any transportation expenses, logistical failures, or fuel price fluctuations affecting the service provider's operational costs during the duration of the contract.
- f) The service provider shall further ensure that all vehicles used for the transportation of security personnel are:
  - i. Roadworthy and licensed,
  - ii. Properly insured (including passenger liability), and
  - iii. Clearly identifiable with the company's name or logo for accountability and visibility.

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g) The Municipality reserves the right to inspect transportation arrangements and request proof of vehicle ownership or lease agreements to verify compliance at any time during the contract period.

See penalties for failures.

#### 5.4. Uniform Requirements

- a) The service provider shall ensure that all armed security officers deployed under this contract are supplied with complete, branded uniforms bearing the company's official insignia and name, in accordance with PSIRA regulations. Uniforms must clearly distinguish the officers as authorised representatives of the contracted service provider.
- b) The service provider shall at all times maintain uniform consistency and compliance with the applicable standards, ensuring that:
  - i. All uniforms are neat, clean, and presentable at the commencement of each shift.
  - ii. Security officers' uniforms are appropriately fitted and in good condition, with no torn, faded, or mismatched items; and
  - iii. The overall appearance of personnel reflects professionalism and discipline, suitable for a municipal and public environment.
- c) All deployed personnel shall wear visible identification cards issued by the service provider at all times while on duty. These cards must display the officer's full name, PSIRA number, photograph, and company name, and must be worn on the outer garment in a clearly visible position.
- d) The service provider shall provide all personnel with seasonal uniform variations where necessary — such as rain gear, cold-weather jackets, and reflective vests for outdoor or night deployments — ensuring both comfort and compliance with Occupational Health and Safety (OHS) requirements.
- e) Where officers are deployed at corporate or administrative buildings, they shall be issued with corporate attire (e.g., blazer, tie, formal trousers/skirt, and dress shoes), subject to the Municipality's image standards for such sites.

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- f) The service provider shall maintain an inventory register of all uniforms issued and replaced, which must be made available to the Municipality upon request for inspection or audit purposes.
- g) The cost of all uniforms, replacements, and cleaning shall be borne solely by the service provider and included in the bid price. The Municipality shall not be liable for any costs related to uniform provision or upkeep during the contract period.

See penalties for failures.

#### 5.5. Site Equipment Requirement

- a) The service provider shall procure and maintain all site equipment. The Municipality will not supply any of these items.
- b) All equipment must be operational, readily available, and auditable by Municipal representatives.
- c) Bullet proof vests must be in compliance with SANS 10400 / SANS 10352 (Ballistic Protection Standards) and OHS requirements, be properly fitted, and worn at all times during active duty. Reflective gear is required for night operations and high-traffic areas.
- d) All personal equipment must be functional, maintained, and available at all times. Officers must be trained in proper usage.
- e) The service provider shall implement the patrol monitoring system at its own cost, ensuring real-time monitoring of patrols and full record-keeping for inspection by the Municipality.
- f) Radios must be operational, fully charged, and capable of continuous communication between site personnel and the Area Operations Manager. The base radio must be supplied and installed at the service provider's own cost and removed when contract expired/terminated.
- g) The service provider must ensure that each officer deployed under this contract is equipped with a pocketbook and shall be used to record all on/off-duty postings, incidents, observations, patrol details, access control activities, and any other

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relevant information. The pocketbook must be inspected by the site supervisor for each shift in a 24 hour period with inspection signature for each daily/shift entry.

- h) Each site must have a dedicated Occurrence Book (OB). The OB must be legible, up-to-date and securely stored on site and be made available for inspection upon request. False entries, retrospective entries, or pre-filled entries are strictly prohibited. Any violation will be considered a material breach of contract and may result in penalties, suspension, or termination.

See penalties for failures.

#### **5.6. Risk Assessment Requirement**

- a) The appointed Service Provider shall conduct a thorough risk assessment and security threat evaluation at each designated municipal site prior to commencement of services.
- b) The risk assessment conducted by the Service Provider shall be reviewed and compared with any risk assessment previously performed by the User Department to ensure consistency, completeness, and alignment with municipal security standards.
- c) A comprehensive risk assessment report must be submitted to the User Department and made available for review within thirty (30) days of commencing armed security services. The report must include identified risks, potential threats, and recommended mitigation measures to ensure the safety of personnel, municipal assets, and the public.

### **6. CONDITIONS**

#### **6.1. Firearms**

- a) Secure Storage
  - i. All firearms and ammunition must be securely stored when not in use, in strict accordance with the Firearms Control Act, PSIRA regulations, and applicable SANS standards.
  - ii. Firearms must be stored in approved safes or strongrooms with restricted access, and access logs must be maintained.

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**b) Inventory and Auditing**

- i. The service provider shall conduct regular audits of all firearms and ammunition. Audits must include verification of:
  - Serial numbers,
  - Issued and returned firearms, and
  - Ammunition usage and replenishment.
- ii. Detailed records of audits, issuance, and returns shall be maintained and made available for inspection by the Municipality or regulatory authorities at any time.

**c) Training and Refresher Courses**

- i. All personnel authorized to carry firearms must undergo annual refresher training on:
  - Correct handling and use of firearms,
  - Firearm safety protocols,
  - Emergency response procedures, and
  - Legal responsibilities and compliance with South African firearm law.
- ii. Records of all training sessions, including attendance, topics covered, and instructor details, must be kept on file for audit purposes.

**d) Compliance and Accountability**

- i. The service provider shall ensure that no unauthorized personnel have access to firearms or ammunition.
- ii. Any loss, theft, or damage of firearms or ammunition must be immediately reported to the Area Operations Manager, the Municipality, and the South African Police Service (SAPS) in compliance with statutory requirements.
- iii. Failure to comply with firearm storage, handling, or reporting requirements may result in penalties, suspension, or contract termination.

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## 6.2. Other

- a) The appointed Service Provider must be COIDA compliant prior to the execution of any work under this contract, ensuring that all staff are covered for compensation in the event of workplace injuries.
- b) The appointed Service Provider must maintain Public Liability Insurance with a minimum coverage of R20,000,000. Proof of insurance must be submitted immediately upon award of the contract or may accompany the returned tender documents. This insurance must also cover damage to or loss of municipal property.
- c) All security officers deployed under this contract must be fluent in at least two of the official languages recognized under the Municipality's language policy (Afrikaans, English, and Xhosa), to ensure effective communication with municipal staff and the public.
- d) The appointed Service Provider must recruit at least 15% of the total staff from the local area WC024 (database will supply by the Municipality's LED Department), provided that recruits are registered with PSIRA and meet the required competency standards.
- e) Payment will be made on a monthly basis as per invoice, according to the schedule of prices and any penalties will be deducted.
- f) The service provider shall develop and maintain a comprehensive contingency plan to ensure uninterrupted security services in the event of emergencies, unforeseen incidents, or operational disruptions. This plan must address, at minimum, staffing shortages, vehicle breakdowns, equipment failure, power outages, extreme weather, and other incidents that could affect operational effectiveness. The plan shall include alternate deployment arrangements, backup communication systems, rapid response protocols, and escalation procedures. Failure to implement or adhere to the contingency plan may result in penalties or other contract remedies.

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PRINT NAME:			
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## 7. FACILITIES AND EQUIPMENT TO BE SUPPLIED BY THE APPOINTED SERVICE PROVIDER

The appointed service provider shall be responsible for supplying, installing, and maintaining all items and facilities necessary for the effective execution of armed security services at their own expense. The Municipality will not be held liable for providing or maintaining any of the items listed below, nor for any damage, loss, or theft thereof during the contract period.

### 7.1. Guard Houses / Security Posts /Dog Kennels:

- a) The service provider shall ensure that guard houses, dog kennels or security shelters are provided at all sites where stationed security officers and dogs are required. These must be:
  - i. Weatherproof, lockable, and suitably sized to accommodate officers, dogs, and their operational equipment.
  - ii. Equipped with adequate lighting, seating, writing surfaces, and storage; and
  - iii. Positioned to allow clear visibility of access points, perimeters, and patrol areas.

### 7.2. Sanitary and Restroom Facilities

The service provider must ensure access to clean, functional, and hygienic sanitary facilities for all security personnel on duty as well as regular cleaning of dog kennels. Where such facilities are not available on site, the service provider shall make alternative arrangements at their own cost to ensure compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and applicable hygiene standards.

### 7.3. Office and Administrative Equipment

- a) The service provider shall provide all necessary office equipment and materials required for administrative and reporting purposes, including but not limited to:
  - i. Occurrence books, pocketbooks, and daily registers.
  - ii. Stationery (pens, clipboards, logbooks, files, etc.); and
  - iii. Secure storage for documentation, radios, and firearms (where applicable).

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PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



#### 7.4. Communication Equipment

- a) All required communication devices such as two-way radios, base radios, and mobile communication units must be supplied, maintained, and replaced by the service provider as necessary to ensure continuous operation and direct contact with the Area Operations Manager and Municipal Control Room.
- b) As part of the communication equipment, the appointed service provider must establish and operate a 24-hour control room that maintains a direct communication link with the Stellenbosch Municipality Control Room via radio communication and/or telephone line. This control room must be fully functional within three (3) months from the date of tender award and shall be subject to compliance inspection by the User Department to verify operational readiness and communication capability. Failure to establish and maintain a functional control room within the stipulated timeframe may result in the imposition of penalties by the Municipality, which will remain in effect until the control room is fully established and operational.
- c) The control room shall:
  - i. Be staffed at all times by trained personnel capable of receiving, monitoring, and relaying communications to security officers and supervisors on site.
  - ii. Maintain a duty roster and ensure adequate shift coverage for continuous operation.
  - iii. Maintain a 24-hour log of all communications, incidents, and instructions issued, which shall be made available for inspection by the Municipality upon request.
  - iv. Be equipped with backup communication systems, including secondary radios, telephone lines, and power supply, to ensure uninterrupted operations during equipment failure or power outages.
  - v. Ensure immediate escalation of all critical incidents, including breaches, armed confrontations, or emergencies, to the Area Operations Manager and Municipal Control Room.
  - vi. Conduct regular testing and audits of all communication equipment and protocols, with records maintained for inspection by the Municipality.

PRINT NAME:			
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## 7.5. Lighting and Power Supply

The service provider must ensure that all guard houses, checkpoints, and patrol areas are adequately illuminated to maintain both safety and operational visibility. Where municipal electricity is unavailable, the Service Provider shall provide alternative power sources, such as rechargeable floodlights, portable lighting, or small generators, at their own cost. The service provider may also apply to the Municipality for the installation of temporary electrical points at sites lacking electrical outlets but shall be fully responsible for the costs of installation, as well as the provision of electricity tokens or prepayment where metered connections are required.

## 7.6. Furniture and Fixtures

Each guard house or operational post must be equipped with suitable furniture such as chairs, tables, and lockable cabinets necessary for administrative duties and storage of site documentation.

## 7.7. Protective and Operational Equipment

All personal and site-specific protective gear—such as bullet-resistant vests, torches, handcuffs, batons, and reflective vests—and other operational tools shall be provided, maintained, and replaced by the Service Provider as required, in line with Section 5.2 of this tender document.

## 7.8. Accommodation and Welfare Provisions

The Service Provider shall ensure that all deployed security personnel are provided with adequate rest and welfare provisions during their shifts. These include access to a rest area or shelter during standby or non-patrol periods, drinking water and facilities for meals or refreshments, reasonable arrangements for breaks and shift rotation in compliance with the Basic Conditions of Employment Act and OHS requirements, and protective measures during extreme weather conditions. The Service Provider must further ensure that no officer is required to perform duties under conditions that compromise health, safety, or fitness for duty.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



## 7.9. Maintenance and Replacement Responsibility

The service provider shall be fully responsible for the maintenance, repair, and replacement of all items, facilities, and equipment supplied under this contract. All such items must be kept in good working condition and replaced immediately if damaged, defective, or unserviceable. The Municipality shall not be responsible for, nor bear any cost associated with, the maintenance, repair, or replacement of these items.

## 8. EXTENDED SCOPE OF WORK

### 8.1. Purpose and Objectives

- a) The purpose of this contract is to provide professional, armed security and armed response services to Stellenbosch Municipality on a 24-hour basis, ensuring the protection of municipal property, assets, personnel, and the public. The appointed service provider must maintain high standards of operational effectiveness, compliance, and accountability.
- b) The objectives include:
  - i. Preventing unauthorized access and criminal activities on municipal sites.
  - ii. Ensuring the safety and welfare of municipal employees and the public.
  - iii. Maintaining a visible and professional security presence.
  - iv. Ensuring timely reporting and escalation of all security incidents.

### 8.2. Scope of Services

For the provision of armed security services, the appointed service provider shall provide, at minimum:

#### a) Deployment of Armed Security Officers:

- i. The service provider shall deploy PSIRA-registered Grade-C armed security officers to all designated municipal sites. Officers shall be deployed on a 24-hour basis, working specified shifts with no limitations on weekends or public holidays. Security personnel must remain on site until properly relieved, and any delays in

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



relief staff must be managed by the service provider without compromising site security.

- ii. Site supervisors and the Area Operations Manager shall oversee operations at all times. They are responsible for monitoring personnel performance, maintaining communication with the Municipal Control Room, and ensuring that all incidents, including criminal activity, trespassing, or breaches of site security, are reported immediately and documented in the occurrence book.
- iii. **Responsibilities:**
  - Crime Prevention: Officers shall proactively prevent crime and unauthorized access at all designated sites, including securing all items and equipment supplied by the service provider.
  - Protection of Assets and Personnel: Officers shall respond promptly to all security incidents, protect Municipal property, assets, and infrastructure against theft, vandalism, or damage, and ensure the safety of Municipal staff and members of the public.
  - Access Control: Monitor entry and exit points, conduct body and vehicle searches, verifying identification of personnel, contractor and visitors. Must maintain access registers and enforce municipal policies regarding entry.
  - Incident Reporting: All incidents, arrests, or security breaches must be escalated immediately to supervisors, the Area Operations Manager, and the Municipal Control Room, with a detailed written report submitted within 24 hours.
  - Responding to Incidents
- iv. The service provider shall remain fully responsible for the actions of all deployed security personnel while on duty. Non-compliance with operational requirements, including failure to report incidents or adequately staff and supervise sites, may result in penalties or contract action by the Municipality.

PRINT NAME:			
CAPACITY:		Name of firm	
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- v. Failure to deploy security personnel as required will result in the imposition of penalties, calculated per failed incident per site, as determined by the Municipality (see penalties).

**b) Patrols and Responses:**

- i. The service provider shall conduct continuous foot and vehicle patrols at all designated municipal sites every fifteen (15) minute intervals, including perimeter fences at informal settlements, public facilities, and other high-risk areas.
- ii. Electronic patrol tag points are to be installed at strategic locations on all municipal sites, and these points are to be tagged during patrols. Tag points should be tagged at intervals of no longer than 15 minutes. The electronic patrol tag point system should be able to generate patrol reports.
- iii. The service provider shall submit patrol reports daily to the user department for verification.
- iv. Patrol schedules must ensure that all areas are monitored regularly and visibly to deter criminal activity and maintain public confidence.
- v. Patrol frequency and routes shall be documented in the site occurrence book and updated as required by the Area Operations Manager.
- vi. The service provider shall allocate a dedicated armed response team, equipped with a patrol vehicle, to respond immediately to all security incidents, alarms or breaches. The response team shall be strategically positioned to minimize response time and provide reinforcement to officers on site when required.
- vii. All patrol vehicles must be equipped with a GPS-enabled monitoring system to record patrol routes and activities, ensuring accountability, operational transparency, and compliance with the contract. The Area Operations Manager shall be responsible for overseeing these patrol logs and ensuring they are submitted to the User Department at the following intervals: daily, weekly, bi-weekly, monthly, quarterly, and annually, or immediately upon request by the User Department in cases where security incidents occur within the area of deployment. All submissions must be complete, accurate, and verifiable.

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PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



- viii. In the event of an incident at any deployed site, armed security officers on patrol shall take immediate action to effect a lawful arrest if a suspect is apprehended during the incident. Officers must also secure the scene and preserve all evidence until the arrival of a Law Enforcement Officer or police services. All actions taken must comply with applicable legislation, including the Criminal Procedure Act and the Firearms Control Act.
- ix. The service provider must assist with the immediate response to alarm activations at all identified sites, verify the cause of the alarm, and take necessary action to secure the premises.
- x. Where required, the service provider shall make available a patrol vehicle (preferably a 4x4 terrain vehicle) with armed guards to conduct patrols to safeguard and prevent damage to or theft of municipal property.
- xi. Failure to conduct patrols, or protection of municipal property/assets as required will result in the imposition of penalties, calculated per failed incident per site, as determined by the Municipality (see penalties).

**c) Reporting and Compliance:**

- i. The service provider shall submit weekly and monthly reports summarizing incidents, patrols, and operational challenges. All reports must be accurate and complete. Additional reports may be requested on an ad hoc basis by the User Department, particularly in cases where incidents occur or when verification of operational compliance is required.
- ii. Failure to submit the required documentation and reports as required will result in the imposition of penalties, calculated per failure per site, as determined by the Municipality (see penalties).

**d) Ad-Hoc Services**

- i. The Municipality may request the service provider to respond to special security assignments not specifically stipulated under the conditions of this tender. These services shall be provided on an “as and when required” basis and may include, but are not limited to:
  - Inspection and monitoring of temporary facilities or assets.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



- Increased deployment, patrols, and responses in areas identified as having emerging crime trends or heightened security threats.
- Temporary facilities or assets that may subsequently become permanent, requiring the service provider to provide additional staffing, patrols, and vehicles as necessary.
- ii. The service provider shall ensure that all ad-hoc assignments are fully documented and reported in accordance with the standard reporting requirements applicable to all other municipal sites, including occurrence logs, patrol reports, and incident summaries.
- iii. The Municipality reserves the right to terminate any ad-hoc services of the contract within a 24-hour period notice.

## 9. PENALTIES

The successful bidder(s) shall be required to sign a Service Level Agreement (SLA) upon award of the contract. This SLA will formalize the performance standards, reporting requirements, and operational obligations stipulated in the tender. It will also include penalty provisions that will apply in cases of non-compliance with contract conditions, including but not limited to incidents resulting in the loss or damage of Stellenbosch Municipal property due to proven negligence.

A table outlining the penalty structure and corresponding deductions from the service provider shall be included in the SLA. This table will specify penalties for failure to adhere to Stellenbosch Municipality requirements, including reporting failures, inadequate deployment, or operational lapses. Penalties will be effective from the first month following the award of the tender and will be applied in accordance with the terms set out in the SLA.

#	Penalty	Penalty Amount	Failure Frequency
i.	Late posting per security officer	R5000,00	Per half an hour failure after scheduled time

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



#	<b>Penalty</b>	<b>Penalty Amount</b>	<b>Failure Frequency</b>
ii.	Failed to post a security officer at site.	R10000,00	Per failure per guard
iii.	Failure to patrol per shift.	R2000,00	Per Patrol Failure
		R10000,00	Per Shift Failure
iv.	Sleeping on duty per incident.	R5000,00	Per incident per guard
v.	Failed in wearing / displaying identification card with PSIRA Grade-C registration number per incident.	R3000,00	Per failure per guard
vi.	Failed in being equipped with any necessary security aids per incident	R5000,00	Per failure per guard
vii.	Failed in adhering to dress code per incident	R5000,00	Per failure per guard
viii.	Failed to report on and off duty in occurrence book per failure per site	R2000,00	Per failure per guard
ix.	Loss of Stellenbosch Municipal Property – Market value of lost property.	Market value of lost value	
x.	Service provider's supervisor failed to do inspection and (all inspections must be signed in the site occurrence book)	R5000,00	Per failure per site
xi.	Failure to report on and off duty by the officer per site per shift at the Law Enforcement Control room	R2000,00	Per failure per guard
xii.	Fail to communicate to Law Enforcement Control Room a situational report via two-way radio or cell phone every two hours per shift and per site	R1000,00	Per site per shift

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



#	Penalty	Penalty Amount	Failure Frequency
xiii.	Leaving the site without permission per officer	R10000,00	Per failure per guard
xiv.	Failure by the Service Provider to install a fully operational live monitoring system, including all required PC software, web-based platform access, and login credentials, within one (1) month of the commencement of the contract, shall result in the imposition of penalties calculated on a per-month basis until the system is fully installed and operational.	R20000,00	Per month failure
xv.	False entries made in occurrence book per entry per site	R10000,00	Per site
xvi.	Failure to conduct patrol inspections every 15 minutes per site if proof/evidence cannot be provided from OB book or live guarding patrol system (less than 95% per site)	R2000,00	Per 15-minute failure per site
		R20000,00	Per site
xvii.	Deface/Alter/Remove occurrence book or any documentation from sites without permission per site	R5000,00	Per site
xviii.	Failed to establish a Control Room within three (3) months after awarding the bid per month	R20000,00	Per month after failure to establish
xix.	Risk assessment to be made available within 30 days after being on site.	R20 000,00	Per month per site

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



## 16. PRE-QUALIFICATION SCORE SHEET

Bidders are required to submit the following documents with their return bids:

#	Required Documents/Certificates	Supplied	Index No
a.	Current Company PSIRA registration document		
b.	Current Firearms registration documents		
c.	Current COIDA certificate		
d.	Current Public Liability Insurance		
e.	Contingency Plan		
f.	Full Company Profile		
g.	Proof of Current/ latest Regulation 21 Firearm training		

Please take note that any copies submitted must be certified and certification date not older than three (3) months.

### 9.1. Relevant Experience

Bidders must complete the table below and provide details of three (3) relevant projects undertaken in the past five (5) years that demonstrate their experience in providing armed security services involving a minimum of ten (10) armed security officers used per project. The information should include the client/company, scope of work, contract value, duration, and a contact reference for verification.

COMPANY	CONTACTABLE REFERENCE	NATURE OF WORK	VALUE OF CONTRACT	DATE COMPLETED
	Name:  Contact No:  Email:			
	Name:  Contact No:  Email:			
	Name:  Contact No:  Email:			

**Failure to meet the pre-qualification criterions will result in the bidder being disqualified from further consideration and evaluation and will be regarded as non-responsive.**



SIGNATURE (Bidder)		<b>FOR OFFICE USE ONLY:</b>	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



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## 17. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

**DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.**

Attach additional pages if more space is required.

**DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.**

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule ( <i>If nil, enter NIL</i> )		
SIGNATURE		NAME (PRINT)
CAPACITY		DATE
NAME OF FIRM		



**18. SCHEDULE OF SUBCONTRACTORS**

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (If nil, enter <b>NIL</b> )				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**19. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS**

EMPLOYER (Name, Tel, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
Tel				To
Contact Person				From
Email				To
Company				From
Tel				To
Contact Person				From
Company				To
Company				From
Tel				To
Contact Person				From
Email				To
Company				From
Tel				To
Contact Person				From
Email				To
Company				From
Tel				To
Contact Person				From
Email				To
Company				From
Tel				To
Contact Person				From
Email				To

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**20. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS**

The following is a statement of similar work successfully executed by myself / ourselves:

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**21. PRICING SCHEDULE**

**NOTE:**

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.
3. Document MUST be completed in non-erasable black ink.
4. NO correction fluid/tape may be used.
  - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
5. The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

<b>INDICATE WITH AN 'X'</b>									
Are you/is the firm a registered VAT Vendor		YES			NO				
If "YES", please provide VAT number		<input type="checkbox"/>							

**Please note the following:**

1. Bidders are required to submit a unit price per security officer per 12-hour shift, inclusive of VAT, and not on a monthly or annual basis.
2. All prices must remain fixed for a period of three (3) financial years, and the Stellenbosch Municipality shall not be responsible for any cost increases due to inflation, fuel, or transportation expenses.
3. No up-front payments will be made under this contract.
4. All submitted unit prices will be evaluated against the latest PSIRA suggested rates. Bidders quoting a unit price below the recommended PSIRA rate will be disqualified from further evaluation and deemed NON-RESPONSIVE.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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Please Note: The service provider must include all labour, transport, stationery, uniforms, radio communications or cell phone, torches, firearms, shotguns, ammunition, and any other equipment required for the rendering of the service included in the specification. All costs must be covered in the tender.

<b>ARMED SECURITY AT SITES</b>					
<b>Grade-C Armed Security Guard Required Per Site</b>	<b>QTY</b>	<b>Year 1 2026/27</b>	<b>Year 2 2027/28</b>	<b>Year 3 2028/29</b>	<b>Line Total</b>
		<b>Rate Per Shift Per Guard (Incl. VAT)</b>			
Day Shift (6 AM – 6 PM) Monday to Saturday	Per Guard	R	R	R	R
Night Shift (6 PM – 6 AM) Monday to Saturday	Per Guard	R	R	R	R
Day Shift (6 AM – 6 PM) Sunday	Per Guard	R	R	R	R
Night Shift (6 PM – 6 AM) Sunday	Per Guard	R	R	R	R
Day Shift (6 AM – 6 PM) Public Holiday	Per Guard	R	R	R	R
Night Shift (6 PM – 6 AM) Public Holiday	Per Guard	R	R	R	R

<b>DOG HANDLERS AT SITES</b>					
<b>Grade-C Dog Handler Required Per Site</b>	<b>QTY</b>	<b>Year 1 2026/27</b>	<b>Year 2 2027/28</b>	<b>Year 3 2028/29</b>	<b>Line Total</b>
		<b>Rate Per Shift Per Guard (Incl. VAT)</b>			
Day Shift (6 AM – 6 PM) Monday to Saturday	Per Handler	R	R	R	R
Night Shift (6 PM – 6 AM) Monday to Saturday	Per Handler	R	R	R	R
Day Shift (6 AM – 6 PM) Sunday	Per Handler	R	R	R	R
Night Shift (6 PM – 6 AM) Sunday	Per Handler	R	R	R	R
Day Shift (6 AM – 6 PM) Public Holiday	Per Handler	R	R	R	R
Night Shift (6 PM – 6 AM) Public Holiday	Per Handler	R	R	R	R

<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			



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PATROL/RESPONSE VEHICLE PER REQUIREMENT						
Patrol/Response with 2x Grade-C Guards Required	Vehicle Armed	QTY	Year 1 2026/27	Year 2 2027/28	Year 3 2028/29	Line Total
			Rates Per Shift (Incl. VAT)			
Day Shift (6 AM – 6 PM) Monday to Saturday	Per Unit	R	R	R	R	R
Night Shift (6 PM – 6 AM) Monday to Saturday	Per Unit	R	R	R	R	R
Day Shift (6 AM – 6 PM) Sunday	Per Unit	R	R	R	R	R
Night Shift (6 PM – 6 AM) Sunday	Per Unit	R	R	R	R	R
Day Shift (6 AM – 6 PM) Public Holiday	Per Unit	R	R	R	R	R
Night Shift (6 PM – 6 AM) Public Holiday	Per Unit	R	R	R	R	R

\* **PER UNIT** will be 1x Vehicle with 2x Armed Guards

ADDITIONAL EQUIPMENT PER SITE						
Equipment Per Site (as and when required)	QTY	Year 1 2026/27	Year 2 2027/28	Year 3 2028/29	Line Total	
		Rates Per Month (Incl. VAT)				
Sanitary Facilities (Per Site, Per Month)	1	R	R	R	R	R
1-Man Guard House (Per Site, Per Month)	1	R	R	R	R	R
2-Man Guard House (Per Site, Per Month)	1	R	R	R	R	R
Dog Kennels (Per Site, Per Month)	1	R	R	R	R	R
Dog (Per Site, Per Month)	1	R	R	R	R	R

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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## SUMMARY

SERVICES REQUIRED	SUMMARY FOR 3 FINANCIAL YEARS		
	Year 1 2026/27	Year 2 2027/28	Year 3 2028/29
ARMED SECURITY AT SITES	R	R	R
DOG HANDLERS AT SITES	R	R	R
PATROL/RESPONSE VEHICLE	R	R	R
ADDITIONAL EQUIPMENT	R	R	R
<b>TOTAL FOR 3 FINANCIAL YEARS (VAT INCL)</b>	R		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



## 22. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect *domicilium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

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I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the correctness and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	