

## BID NOTICE

### STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 73/21: APPOINTMENT OF SECURITY SERVICES FOR THE GREATER WC024: PERIOD ENDING 30 JUNE 2024

TENDER NUMBER: B/SM 73/21  
DESCRIPTION: Appointment of security services for the Greater WC024: Period ending 30 June 2024  
CLOSING DATE: 17 May 2021  
CLOSING TIME: 12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom

#### **INFORMATION:**

Tender Specifications: Cedric Thorpe at 021 808 8937: [Cedric.thorpe@ Stellenbosch.gov.za](mailto:Cedric.thorpe@ Stellenbosch.gov.za)  
SCM Requirements: Jane Sampson at 021 808 8520: [Jane.sampson@ Stellenbosch.gov.za](mailto:Jane.sampson@ Stellenbosch.gov.za)  
Office hours for collection: 08h00-15h30

A compulsory clarification meeting will be held at 10:00 on 16<sup>th</sup> April 2021 at The Eike Hall, Lang Street, Cloeteville, Stellenbosch. Due to Covid-19 restrictions, a limited number of people may attend the compulsory meeting and it is therefore requested that only one representative per Company may attend. To control the number of people at the compulsory meeting, a notice of intention must be submitted by email to [Cedric.thorpe@ Stellenbosch.gov.za](mailto:Cedric.thorpe@ Stellenbosch.gov.za) by 14<sup>th</sup> April 2021 at 10:00 (48 hours before meeting). Only people registered will be allowed to attend the compulsory meeting. No walk-in attendance will be permitted. All attendees will be required to wear mask and need to bring own writing material.

**COVID-19 Precautions:** Screening for temperature, sanitising of hands, social distancing and the wearing of masks will be compulsory.

Tenders may only be submitted on the Tender documentation 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, part of or any Tender.

Sealed Tenders, with "B/SM 73/21 Appointment of Security Services for the Greater WC024," clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, 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 **Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553.**

The preferential points system applied is as follows:

|                                     |           |
|-------------------------------------|-----------|
| Price                               | 80        |
| B-BBEE status level of contribution | <u>20</u> |
| Total points for Price and B-BBEE   | 100       |

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, 1<sup>st</sup> Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R234.00 per document.*

G Mettler (Ms)  
**MUNICIPAL MANAGER**

## TENDER KENNISGEWING

### STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 73/21: AANSTELLING VAN VEILIGHEIDSDIENSTE VIR DIE GROTER WCO24: PERIODE EINDIG 30 JUNIE 2024

**TENDER NOMMER:** B/SM 73/21

**BESKRYWING:** Aanstelling van veiligheidsdienste vir die Groter WC024: Periode eindigend 30 Junie 2024

**SLUITINGSDATUM:** 17 Mei 2021

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

**NAVRAE:**

**Tender spesifikasies:** Cedric Thorpe by 021 808 8937: [Cedric.thorpe@stellenbosch.gov.za](mailto:Cedric.thorpe@stellenbosch.gov.za)

**Vkb vereistes:** Jane Sampson by 021 808 8520: [Jane.sampson@stellenbosch.gov.za](mailto:Jane.sampson@stellenbosch.gov.za)

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

'n Verpligte toeligtingsvergadering word om 16:00 op 16 April 2021 in die Eike Saal, Lang Straat, Cloeteville, Stellenbosch gehou. As gevolg van Covid-19-beperkings, mag 'n beperkte aantal mense die verpligte vergadering bywoon en daarom word versoek dat slegs een verteenwoordiger per maatskappy dit mag bywoon. Om die aantal mense tydens die verpligte vergadering te beheer, moet 'n kennisgewing van voorneme teen 14 April 2021 om 10:00 (48 uur voor die vergadering) per e-pos aan [Cedric.thorpe@stellenbosch.gov.za](mailto:Cedric.thorpe@stellenbosch.gov.za) gerig word. Slegs geregistreerde persone mag die verpligte vergadering bywoon. Geen bywoning sal toegelaat word nie. Daar sal van alle deelnemers verwag word om masker te dra en moet hul eie skryfmateriaal saambring.

**COVID-19 Voorsorgmaatreëls:** Sifting van temperatuur, ontsmetting van hande, sosiale afstand en die dra van maskers is verpligtend.

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.

Verseëde tenders duidelik gemerk: "**BSM 73/21: Aanstelling van veiligheidsdienste vir die Groter WC024**" op die koevert, moet geplaas word in tenderbus by die kantore van Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië 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 en relevante spesifikasie inhoud soos vervat in die tender dokument asook die Voorkeurverkrygingsregulasies 2017 wat op 20 Januarie 2017 deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is.

Tenderaars mag voorkeerpunte eis in terme van hul B-BSEB status vlak van bydrae as volg:

|                     |            |
|---------------------|------------|
| <b>Prys</b>         | <b>80</b>  |
| <b>BBSEB</b>        | <b>20</b>  |
| <b>Totale punte</b> | <b>100</b> |

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) 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 verseëde 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, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R234.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za).*

G Mettler (Me)  
**MUNISIPALE BESTUURDER**



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

**TENDER NO.: B/SM B/SM 73/21**  
**APPOINTMENT OF SECURITY SERVICES FOR THE GREATER WC024 FROM**  
**DATE OF AWARD UNTIL 30 JUNE 2024**

**PROCUREMENT DOCUMENT**

|                                               |                     |
|-----------------------------------------------|---------------------|
| <b>NAME OF TENDERER:</b>                      |                     |
| <b>Total Bid Price<br/>(Inclusive of VAT)</b> | <b><u>RATES</u></b> |
| <b>BBBEE LEVEL</b>                            |                     |

**APRIL 2021**

**PREPARED AND ISSUED BY:**

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

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Cedric Thorpe**  
**Deputy Chief Law Enforcement**  
Tel. Number: **021 808 8937**



## 1. TENDER NOTICE & INVITATION TO TENDER

### BID NOTICE

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 73/21: APPOINTMENT OF SECURITY SERVICES FOR THE GREATER WCO24: PERIOD ENDING 30 JUNE 2024**

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**MUNICIPAL MANAGER**



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**BESKRYWING:** Aanstelling van veiligheidsdienste vir die Groter WC024: Periode eindigend 30 Junie 2024

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tender ongeldig is.

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G Mettler (Me)  
**MUNISIPALE BESTUURDER**



**PART A  
INVITATION TO BID**

|                                                                                                       |                                                                                           |               |                    |               |              |
|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|---------------|--------------------|---------------|--------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b> |                                                                                           |               |                    |               |              |
| BID NUMBER:                                                                                           | <b>B/SM 73/21</b>                                                                         | CLOSING DATE: | <b>17 MAY 2021</b> | CLOSING TIME: | <b>12:00</b> |
| DESCRIPTION                                                                                           | <b>APPOINTMENT OF SECURITY SERVICES FOR THE GREATER WC024: PERIOD ENDING 30 JUNE 2024</b> |               |                    |               |              |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>     |                                                                                           |               |                    |               |              |

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX, PLEIN STREET, STELLENBOSCH**

|                                                                                                                                                                       |                                                                                          |                                                                             |                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>SUPPLIER INFORMATION</b>                                                                                                                                           |                                                                                          |                                                                             |                                                                                            |
| NAME OF BIDDER                                                                                                                                                        |                                                                                          |                                                                             |                                                                                            |
| POSTAL ADDRESS                                                                                                                                                        |                                                                                          |                                                                             |                                                                                            |
| STREET ADDRESS                                                                                                                                                        |                                                                                          |                                                                             |                                                                                            |
| TELEPHONE NUMBER                                                                                                                                                      | CODE                                                                                     | NUMBER                                                                      |                                                                                            |
| CELLPHONE NUMBER                                                                                                                                                      |                                                                                          |                                                                             |                                                                                            |
| FACSIMILE NUMBER                                                                                                                                                      | CODE                                                                                     | NUMBER                                                                      |                                                                                            |
| E-MAIL ADDRESS                                                                                                                                                        |                                                                                          |                                                                             |                                                                                            |
| VAT REGISTRATION NUMBER                                                                                                                                               |                                                                                          |                                                                             |                                                                                            |
| TAX COMPLIANCE STATUS                                                                                                                                                 | TCS PIN:                                                                                 | OR                                                                          | CSD No:                                                                                    |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]                                                                                                    | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                              | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                         | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                                |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |                                                                                          |                                                                             |                                                                                            |
| 1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                      | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]    | 2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ]  |
| 3. TOTAL NUMBER OF ITEMS OFFERED                                                                                                                                      |                                                                                          | 4. TOTAL BID PRICE                                                          | R                                                                                          |
| 5. SIGNATURE OF BIDDER                                                                                                                                                | .....                                                                                    | 6. DATE                                                                     |                                                                                            |
| 7. CAPACITY UNDER WHICH THIS BID IS SIGNED                                                                                                                            |                                                                                          |                                                                             |                                                                                            |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>                                                                                                                |                                                                                          | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                            |                                                                                            |
| DEPARTMENT                                                                                                                                                            | <b>FINANCE: SCM</b>                                                                      | CONTACT PERSON                                                              | <b>Cedric Thorpe</b>                                                                       |
| CONTACT PERSON                                                                                                                                                        | <b>Jane Sampson</b>                                                                      | TELEPHONE NUMBER                                                            | <b>021 808 8937</b>                                                                        |
| TELEPHONE NUMBER                                                                                                                                                      | <b>021 808 8520</b>                                                                      | FACSIMILE NUMBER                                                            | <b>-</b>                                                                                   |
| FACSIMILE NUMBER                                                                                                                                                      | <b>-</b>                                                                                 | E-MAIL ADDRESS                                                              | <a href="mailto:Cedric.thorpe@ Stellenbosch.gov.za">Cedric.thorpe@ Stellenbosch.gov.za</a> |
| E-MAIL ADDRESS                                                                                                                                                        | <a href="mailto:Jane.sampson@ Stellenbosch.gov.za">Jane.sampson@ Stellenbosch.gov.za</a> |                                                                             |                                                                                            |



**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

|                                                                                                                                                                                                                                          |                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                |                                                          |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                             |                                                          |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>                                                                                                                                     |                                                          |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |                                                          |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                    |                                                          |
| 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.                                                                                                        |                                                          |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                                     |                                                          |
| 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:

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 Meeting Attendance</b> - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?                                                                                                                              | Yes |  | No |  |
| <b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?                                                                                                                                                            | Yes |  | No |  |
| <b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?                                                                                                                                                                                                          | Yes |  | No |  |
| <b>MBD 5</b> - Is the form duly completed and signed?                                                                                                                                                                                                                                    | Yes |  | No |  |
| <b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed?<br>Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> issued by a Verification Agency accredited by SANAS or the <b>original Sworn Affidavit</b> attached?        | Yes |  | No |  |
| <b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?                                                                                                                                                                                       | Yes |  | No |  |
| <b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?                                                                                                                                                                                     | Yes |  | No |  |
| <b>MBD 10</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed?<br>Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested? | Yes |  | No |  |
| <b>OHSA</b> (Occupational Health and Safety) - Is the form duly completed and signed?<br>Is a valid <b>Letter of Good Standing</b> from the Compensation Commissioner attached?                                                                                                          | Yes |  | No |  |
| <b>Form of Indemnity</b> - Is the form duly completed and signed?                                                                                                                                                                                                                        | Yes |  | No |  |
| <b>Pricing Schedule</b> - Is the form duly completed and signed?                                                                                                                                                                                                                         | Yes |  | No |  |
| <b>Form of Offer</b> - Is the form duly completed and signed?                                                                                                                                                                                                                            | Yes |  | No |  |
| <b>Declaration by Tenderer</b> - Is the form duly completed and signed?                                                                                                                                                                                                                  | Yes |  | No |  |

|              |  |              |  |
|--------------|--|--------------|--|
| SIGNATURE    |  | NAME (PRINT) |  |
| CAPACITY     |  | DATE         |  |
| NAME OF FIRM |  |              |  |



### 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   |  | FAX 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: |  |

##### 2. COMPANIES AND 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 CERTIFIED COPY of the resolution attached?       |  | YES        | NO |
| SIGNED ON BEHALF OF COMPANY / CC:                     |  | DATE:      |    |
| PRINT NAME:                                           |  |            |    |
| WITNESS 1:                                            |  | WITNESS 2: |    |



### 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: |           |

### 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.

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.



- 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 wilful 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.




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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 2010)*



## 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 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 insure that provision is made for VAT in these instances.**
- 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**.
- 3 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.
  - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
  - 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 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. Registration on CSD can be done 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.



|              |                                                                                                                                                                                                                                    |            |  |           |  |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|-----------|--|
|              |                                                                                                                                                                                                                                    |            |  |           |  |
| <b>3.9.</b>  | <b>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?</b>                                                  | <b>YES</b> |  | <b>NO</b> |  |
| 3.9.1.       | If so, furnish particulars:                                                                                                                                                                                                        |            |  |           |  |
|              |                                                                                                                                                                                                                                    |            |  |           |  |
| <b>3.10.</b> | <b>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?</b>                             | <b>YES</b> |  | <b>NO</b> |  |
| 3.10.1.      | If so, furnish particulars:                                                                                                                                                                                                        |            |  |           |  |
|              |                                                                                                                                                                                                                                    |            |  |           |  |
| <b>3.11.</b> | <b>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>                                                                                                           | <b>YES</b> |  | <b>NO</b> |  |
| 3.11.1.      | If so, furnish particulars:                                                                                                                                                                                                        |            |  |           |  |
|              |                                                                                                                                                                                                                                    |            |  |           |  |
| <b>3.12.</b> | <b>Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>                                                                                    | <b>YES</b> |  | <b>NO</b> |  |
| 3.12.1.      | If so, furnish particulars:                                                                                                                                                                                                        |            |  |           |  |
|              |                                                                                                                                                                                                                                    |            |  |           |  |
| <b>3.13.</b> | <b>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?</b> | <b>YES</b> |  | <b>NO</b> |  |
| 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 |
|                       |                                                                                                |                            |                                            |
|                       |                                                                                                |                            |                                            |
|                       |                                                                                                |                            |                                            |
|                       |                                                                                                |                            |                                            |
|                       |                                                                                                |                            |                                            |
|                       |                                                                                                |                            |                                            |

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

#### 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><br>I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct.<br><br>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 2017 – PURCHASES/SERVICES 80/20 or 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, 2017.**

**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).

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

|                                                          | POINTS     |
|----------------------------------------------------------|------------|
| 1.1.1. Price                                             | 80         |
| 1.1.2. B-BBEE status level of contribution               | 20         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

1.4 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.

1.5 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**

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

2.2 **“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;

2.3 **“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;

2.4 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)

- ### 3. POINTS AWARDED FOR PRICE

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

$$P_S = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_S = 90 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Ps = Points scored for price of bid under consideration  
Pt = Price of bid under consideration  
Pmin = Price of lowest acceptable bid

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| <b>B-BBEE Status<br/>Level of Contributor</b> | <b>Number of points<br/>(90/10 system)</b> | <b>Number of points<br/>(80/20 system)</b> |
|-----------------------------------------------|--------------------------------------------|--------------------------------------------|
| 1                                             | 10                                         | 20                                         |
| 2                                             | 9                                          | 18                                         |
| 3                                             | 6                                          | 14                                         |
| 4                                             | 5                                          | 12                                         |
| 5                                             | 4                                          | 8                                          |
| 6                                             | 3                                          | 6                                          |
| 7                                             | 2                                          | 4                                          |
| 8                                             | 1                                          | 2                                          |
| Non-compliant contributor                     | 0                                          | 0                                          |



## 5. BID DECLARATION

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

## 6. B -BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or the original sworn affidavit.

## 7. SUB-CONTRACTING

|                                                                                      |     |  |    |  |
|--------------------------------------------------------------------------------------|-----|--|----|--|
| 7.1 Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i> | YES |  | NO |  |
| 7.1.1 If yes, indicate:                                                              |     |  |    |  |
| 7.1.1.1 what percentage of the contract will be subcontracted?                       |     |  |    |  |
| 7.1.1.2 the name of the sub-contractor?                                              |     |  |    |  |
| 7.1.1.3 the B-BBEE status level of the sub-contractor?                               |     |  |    |  |
| 7.1.1.4 whether the sub-contractor is an EME or QSE? <i>(Tick applicable box)</i>    | YES |  | NO |  |

7.1.1.5 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

| Designated Group: An EME or QSE which is at least 51% owned by:   | EME<br>√ | QSE<br>√ |
|-------------------------------------------------------------------|----------|----------|
| 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                                                           |          |          |



## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

|                                                                  |                                                 |  |
|------------------------------------------------------------------|-------------------------------------------------|--|
| 8.1 Name of Company/firm:                                        |                                                 |  |
| 8.2 VAT registration number                                      |                                                 |  |
| 8.3 Company registration number                                  |                                                 |  |
| 8.4 Type of Company/Firm:<br>(Tick applicable box)               | Partnership / Joint Venture / Consortium        |  |
|                                                                  | One person business / sole proprietor           |  |
|                                                                  | Close Corporation                               |  |
|                                                                  | Company                                         |  |
|                                                                  | (Pty) Limited                                   |  |
| 8.5 Describe Principal Business Activities                       |                                                 |  |
|                                                                  |                                                 |  |
|                                                                  |                                                 |  |
|                                                                  |                                                 |  |
| 8.6 Company Classification<br>(Tick applicable box)              | Manufacturer                                    |  |
|                                                                  | Supplier                                        |  |
|                                                                  | Professional service provider                   |  |
|                                                                  | Other service providers, e.g. transporter, etc. |  |
| 8.7 Municipal Information                                        |                                                 |  |
| Municipality where business is situated:                         |                                                 |  |
| Registered Account Number:                                       |                                                 |  |
| Stand Number:                                                    |                                                 |  |
| 8.8 Total Number of years the Company/Firm has been in business: |                                                 |  |



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 contribution indicated in paragraph 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 9.1 The information furnished is true and correct;
- 9.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 9.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 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;
- 9.4 If the B-BBEE status level of contribution 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 –
- 9.4.1 disqualify the person from the bidding process;
- 9.4.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- 9.4.3 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;
- 9.4.4 restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
- 9.4.5 forward the matter for criminal prosecution

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



## 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?<br><br><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)?<br><br><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:
  - 5.1. has been requested to submit a bid in response to this bid invitation;

<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.



- 5.2. 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 must be submitted with this tender.

| 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

- Only established, reputable companies with a verifiable history in the provision of security guarding services of scale should bid.
- The core business of the company must be the provision of Security Services including Guarding Services. Proof of registration must be submitted with the tender together with documentary proof of Grading of the Security Guards included in this bid.
- Prices must be fixed and quoted in Rand and be **inclusive of value-added tax (VAT)**.
- Prices must be given according to the units in this Schedule.
- The Tenderer shall, when pricing for this Tender, take into account the terms and conditions of the three-year wage determination agreement concluded for the Private Security Sector – Government Gazette No 29188, R 874, dated 1 September 2006 or any revised or updated legislation. No increase in the rates quoted in this Rates / Price Schedule will, under any circumstances, be entertained by the Council during the contract.** The prices in your returned documentation will be fixed from 01 July 2021 or date of award until 30 June 2024.
- Generally, the services of Security Officers Grade D are required to be rendered on the contract and an official purchase order.
- All services / items are intended to be ordered as and when required by the operational departments.
- The rates quoted in the schedules below shall be deemed to include all applicable allowances, including but not limited to Sunday and public holiday premiums, leave provision, sick pay, Night shift allowance, firearm allowance, bonus, relief officers, transport of security staff and their equipment to and from points of duty, transport and cost of senior personnel for inspections and management meetings, uniforms, protective clothing and equipment, communications equipment, training, supervision, profit, overheads, as well as taxes, duties, levies and all other obligations which may be imposed upon a Contractor.
- Usual items such as batons, handcuffs, pocket books and pens are deemed to be standard equipment of Security Officers. As part of the standard equipment, personnel shall also be equipped with flashlights at Night as well as raingear in winter.
- Overtime: The prices must include overtime that may fall within the 12-hour shifts. Where individual Security Officers are required by Council to perform services in excess of 12 (twelve) hours per shift, then the Hourly rates below will become applicable for the excess.
- Any additional cost that may occur other than specified in the relevant Site Order Works Document) must be specified by the Contractor and presented in writing to the client department for approval before being incurred.

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



12. Tenderers must ensure that at all times they comply with any legislation which in any manner whatsoever impacts upon the employment, conditions of service and pay rates of Security Officers.

### 13. Uniforms

- a) Uniform and Dress Standards must be covered in detail. It is expected from the Service Provider to supply neat and clearly marked uniform which will identify the security guard as an employee of the Service Provider which includes matching raincoats and overcoats for rainy and cold conditions.
- b) A clear identification card from PSIRA, with the members' photo and registering number must be worn clearly on the official at all times when on duty.

### 14. Specific requirement for site/area security

- a) The Stellenbosch Municipality expect from the Service Provider to provide a 24-hour service at sites identified with a 12-hour shift roster.
- b) The successful bidder must ensure that portable sanitation facilities, guard houses and dog kennels are available for the use by security guards which should be included in the tender price for hiring.
- c) The successful bidder, at their own cost, must install a wireless technology live guarding monitoring system that operates with batteries to track vehicle and foot patrols on sites.
- d) The Service Provider should ensure adequate relief staff, which should be included in the tender price.

### 15. Occurrence Book (OB)

- a) Every Contractor is required to provide a robust OB (Occurrence Book), Vehicle Logbook and Visitors Control book for each site where watching / guarding services are provided, to the satisfaction of the Council.

### 16. Note book

- a) Every Security Officer shall have a robust Note Book provided by the Contractor, with a pen in good working order to record details and incidents. The inside front cover of the Note Book must contain the name and personnel number of the Security Officer, the telephone numbers of the Contractor's control room, the name and telephone number of the Council's responsible official and any other emergency numbers (Council Security / Control Room, SA Police, and numbers required in terms of the Contractor's Safety Plan). The Note Book may be required to be used as evidence in disciplinary or criminal cases, or inquiries into incident

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



### 17. Radio

- b) All radios must be in full working condition, fully charged and must be visible to the Council's site inspector upon inspection. The bidder must, at their own costs, provide the control room of the Stellenbosch Municipality with a company owned communication radio system for communication purposes and be responsible for the maintenance thereof. Should the contract end, it will be the responsibility of the company to ensure their equipment they provided has been removed from the Municipality's control room at their own costs.

### 18. Specific requirements for response to alarms

- a) The provision and installation of alarm systems will not form part of this contract; however, it will be expected from security officials to attend and to communicate to their control room if alarms on any security site are activated and report to Stellenbosch Municipality control room if assistance from the South African Police Service or Law Enforcement are needed.

### 19. Communications with the Stellenbosch Municipality regarding Responses to Incidents:

- b) To make it possible for the Municipality's Law Enforcement Service officials to correct anomalies as quickly as possible, it is a requirement of this contract that the contractor provide rapid feedback when required to the responsible person for Law Enforcement Service and Stellenbosch Municipality Law Enforcement control room.

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



## TERMS OF REFERENCE

### 1. BACKGROUND

- a) Security tender for a period of 3 years (From 01 July 2021 or date of award until 30 June 2024)
  - b) The purpose of this bid is to procure services from security companies, which are duly registered with the Private Security Regulatory Authority (PSIRA). The said service providers would be required to render security services to the in the Greater Stellenbosch WC024 over a period of three years.
  - c) Areas will be as follows:
    - i. Area A include Franschhoek, Pniel, Kylemore, Wemmershoek, Groendal, La Motte
    - ii. Area B include Stellenbosch, Cloeteville, Idas Valley, CBD, Boord, La Colline
    - iii. Area C include Klapmuts, Koelenhof, Simondium, De Nova
    - iv. Area D include Jamestown, Blaauwklippen, Dalsig, Paradyskloof, Raithby
    - v. Area E include Kayamandi, Plankenbrug, Onder Papegaaiberg area, Devon Valley, Vlothenburg
  - d) Bidders may tender for one or all areas. For each specific area a 2<sup>nd</sup> bidder will be appointed in the event that the 1<sup>st</sup> bidder defaults on poor services/ poor performance Stellenbosch Municipality will not be obligated to make use of the 2nd bidder, when performance of the 1<sup>st</sup> bidder is of an acceptable standard.
  - e) It should be noted that this tender is a rates tender and that estimated quantities of security guards should be regarded as a guideline only.
- a) Some priority objectives of the municipality's proposed Integrated Security Policy are:**
- Foot patrols in Greater Stellenbosch which includes CBD, municipal open spaces and river banks.
  - Site patrols in awarded area
  - Dog patrols as and when required
  - Municipal Official, Municipal Employee and Citizen Protection;
  - Municipal Property Protection;
  - Prevention of Theft and Damage of Municipal immovable and moveable Assets;
  - Prevention of Crime in the vicinity of Municipal Property;
  - Rapid and Appropriate Responses to Incidents of Security breaching and Municipal Premises;
  - Overall Security Service Cost Effectiveness (value for money of security services);
  - Stable Contract Fees during the contract (budgeted) period;
  - Stabilized Insurance Premiums due to effective security services.

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



## 1. SPECIFICS

a) The Service Provider shall ensure that the security officials on duty are issued with the following operational equipment:

- Baton
- Handcuffs
- Pocketbook
- Pen
- Durable Occurrence book
- Torches during Night time
- Two Way Radio/cell phone
- Firearms/shock stocks or gas guns
- Metal Scanners if needed for access control (Hand detectors)
- Patrol Tags / guarding devices / vehicle tracking (Wireless technology)
- Resources as required from Stellenbosch Municipality from time to time
- Appointment card (with full names, ID Number, PSIRA registered number and photo) must be carried at all times on the security guard, site inspector and area manager during shift

### b) Special services requirement for site/area security and mobile patrols

i. Services of trained security personnel shall include the following perform the following duties and auxiliary support services are required by Stellenbosch Municipality to secure specific properties within the abovementioned. The security services shall be provided on the property of Stellenbosch Municipality and shall in general entail the following:

- Patrolling of premises;
- Live guarding tag system on all responsible sites;
- Access control;
- Personnel and members of the public escorted where required;
- Screening/Scanning of personnel /vehicles;
- Asset monitoring;
- Protection of municipal property from theft and damage;
- General crime prevention on and in the near vicinity of municipal property;
- Control room link to site patrols with incident response capability within defined protocols;
- Incident Reports;
- Patrols along municipal flats for the prevention of disorderly behavior and prevention of crime
- Dog handler with trained dog to perform patrols at specific sites

c) The specific duties of security personnel in respect of the premises shall be as described in the Standing Operating Procedures (SOPs) of the Municipality. The SOPs will define the specific duties of all the bidders' personnel deployed to implement the contract. The SOPs will be compiled before the commencement of the security services contract. The SOPs may be amended from time to time.

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



#### d) Purpose

- i. The purpose of access control is to prevent the unauthorized access of persons and vehicles and prohibit bringing in of any dangerous objects on to Stellenbosch Municipality's properties in order to safeguard the premises, people, vehicles and contents of the buildings. To ensure the safeguarding of the afore-mentioned, the bidder must do this in terms of the following acts:
  - The application of the Control of Access to Public Premises and Vehicle Act, 1985, Section 2, 3 and 4;
  - The Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, 59 of 1983) as well as Section 46, 49, 50 and 51;
  - Section 13 of the Constitution regarding violations must be avoided;
  - Private Security Industry Regulation Act 56 of 2001;
  - Protection of Information Act 84 of 1982;
  - Trespass Act 6 of 1959;
  - Occupational Health and Safety Act 85 of 1993;
  - National Key Points Act 102 of 1980.

#### e) Other services will include:

- Monitoring of communication between control room to guards on patrol and other guards on patrol.
- Responding to communication of guards on patrol regarding on site incidents that may occur and other law enforcement agencies such as the South African Police Service, Municipal Law Enforcement and other Private Sector Securities.
- Centralized incident record keeping;
- Report responses to incidents to Stellenbosch Municipality.

## 2. PERSONNEL REQUIREMENTS IN TERMS OF SECURITY SERVICES

- a) The scope of services shall include, without limitation, the following
  - i) Day Shift on a 12-hour shift system as per tender requirements
  - ii) Night shift on a 12-hour shift system per tender requirements

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



b) Guards must be deployed at the following areas

**Please note** that the sites listed below are the current sites which require security guards.

| AREAS               | SITES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ESTIMATED QUANTITY OF GUARDS |       |          |       |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------|----------|-------|
|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | WEEKDAY                      |       | WEEKENDS |       |
|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | DAY                          | NIGHT | DAY      | NIGHT |
| Area A              | Mooi Water Ward Office,<br>Groendal Paradise,<br>Groendal Trading Site,<br>Groendal Library,<br>Groendal Hall/Ward Office,<br>Groendal Sportground,<br>Franschhoek Library,<br>Franschhoek Town Hall Trading Site,<br>Franschhoek Transfer Station,<br>La Motte Stores,<br>La Motte Sportground,<br>Wemmershoek WWTW,<br>Wemmershoek Sportground,<br>Pniel Sportground,<br>Pniel WWTW,<br>Pniel Admin Building,<br>Kylemore Sportground,<br>Lanquedoc Sportground,<br>Kylemore Ward Office | 17                           | 16    | 23       | 29    |
| <b>Area A TOTAL</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 17                           | 16    | 23       | 29    |
| Area B              | Last street Park/ swimming pool<br>Beltana<br>Beltana Nursery<br>Simonsberg Office<br>Plein Street Library/Town Hall<br>P.M.U<br>Klein Libertas<br>Market Street Court<br>Idas valley purification<br>Idas valley Dams<br>Idas Valley Sportsground+1x dog handler<br>Idas valley Library<br>Hofman street<br>Jonkershoek Picnic Area<br>Van der Stel sportsground<br>Cloetesville Library and Complex<br>Cloetesville Swimming Pool<br>Cloetesville Sportsground<br>Jan Marais Park        | 23                           | 24    | 46       | 46    |

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|                     |                                                                                                                                                                            |    |    |    |    |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----|----|----|
|                     | Cloetesville Market pending<br>Traffic Dept.<br>BloemHof Parking<br>Housing Dept.                                                                                          |    |    |    |    |
| <b>Area B TOTAL</b> |                                                                                                                                                                            | 23 | 24 | 46 | 46 |
| Area C              | Klapmuts Sportsground<br>Klapmuts WWTW<br>Klapmuts Transfer Station<br>Klapmuts Trading Site Pending<br>Klapmuts Multi-purpose Centre<br>Klapmuts Paradise Park            | 6  | 8  | 10 | 16 |
| <b>Area C TOTAL</b> |                                                                                                                                                                            | 6  | 8  | 10 | 16 |
| Area D              | Jamestown Sportsground<br>Jamestown Cemetery<br>Jamestown Library<br>Paradyskloof purification<br>Raithby Sportsground<br>Raithby WWTW                                     | 6  | 5  | 9  | 14 |
| <b>Area D TOTAL</b> |                                                                                                                                                                            | 6  | 5  | 9  | 14 |
| Area E              | Kayamandi George Blake Trading Site<br>Kayamandi Sportground<br>Kayamandi Corridor<br>Kayamandi Library<br>Devon valley WTW<br>Animal pound<br>Onder Papegaaiberg Cemetery | 8  | 9  | 15 | 18 |
| <b>Area E TOTAL</b> |                                                                                                                                                                            | 8  | 9  | 15 | 18 |

- c) The service provider must ensure that a supervisor is immediately available on a 24-hour basis to react in the event of emergencies.
- d) All security staff shall be trained and knowledgeable about Stellenbosch Municipality requirements and procedures as described in all Sections of this Bid and in the specific SOPs as updated from time to time; this is the responsibility of the service provider.

### 3. SECURITY CLEARANCE OF BIDDERS

- a) Prior to awarding of this contract, Stellenbosch Municipality will verify with National Treasury database whether the bidder is listed on the List of Restricted Suppliers and Register for Tender Defaulters. The successful bidder will be appointed only if all relevant security clearances are obtained.

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#### 4. TO BE SUPPLIED BY THE BIDDER:

- a) Except where otherwise specified, the bidder shall provide all labor, transport, stationary, uniforms, radio communications or cellphone, torches, own PPE (Personal Protection Equipment), temperature reader where access control is required, and any other equipment required for the rendering of the service included in the specification.
- b) The bidder must provide a list of vehicles registered in the company's name or in cases where vehicles are hired, a copy of the lease agreement must be provided, to be used to render a service to Stellenbosch Municipality. The vehicles must be available at any time for inspection by the Municipality before the contract is awarded as well as during the contract. All vehicles used by the successful bidder during the contract must be fitted with tracking devices within the first month (30 days) of award of contract. Monthly trip reports must be submitted to the user department outlining all locations and times of patrol
- c) The successful bidder/s will, upon award of contract, at their own cost provide guarding devices within the first month of the contract at all municipal sites and to install a live guard and vehicle monitoring system. Software to be installed on 3 pc's (one will be at the Law Enforcement Control Room) other two PC's to be indicated by the user department. The cost on the live guarding and vehicle monitoring system should be part of the monthly rate. The Service Provider will be responsibility for the monthly account of both the live guarding and vehicle monitoring system. See clause 6(r) Penalties
- d) These monitoring systems and guarding devices must provide reports on the following within 30 days after awarding of bid:
  - Report on and off duty
  - Fail to patrol
  - Patrol Times (When the guard activates the different tags on the premises – not more than 15 minute intervals between activating tags)
  - Leaving the area
  - Vehicle patrols
  - Daily, weekly and monthly reports on the above, etc.
- e) **Please note** that the above mentioned systems to be installed must be wireless technology and battery operated. Stellenbosch Municipality will not be responsible to provide electricity at sites. Should the successful bidder/s require electricity points at municipal sites, the bidder/s will have to request the municipality to install electrical points at the bidder/s own cost of which the bidder/s will also be responsible to pay a monthly bill or to purchase electricity tokens should a metered box be installed.
- f) The successful bidder/s must ensure that all their equipment is fully charged and in a working condition when reporting on duty such as batteries, remotes, cell phones, radio's etc.
- g) Where required, the bidder must provide a guard house on site. If there is no guard house on site, the bidder must consult with the user department for hiring of guard houses. The bidder will also be responsible to remove the guard house.

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- h) Where needed, the bidder must provide sanitation facilities at their own cost and when the contract ends, the bidder must remove sanitation facilities at their own cost. The successful bidder(s) should have a contract in place with a registered sanitation company to maintain the sanitation facility regularly as prescribed in Health regulations.
- i) The bidder will be responsible to provide kennels on site for any animals used for security purposes and must consult with the user department for hiring of kennels. The bidder will also be responsible to clean/disinfect the sites where the kennels are placed on a daily basis.
- j) It will be the responsibility of the bidder to ensure that all animals used on Stellenbosch Municipal sites are well cared, properly fed and receives their regular injections against any illness such as scabby, Lyme disease, rabies etc. The Stellenbosch Municipality reserves the right to remove any animal, owned or used by a security service provider, found on site with any deadly illness. The bidder/service provider will carry the costs for any treatment, care, shelter etc. the animal receives from a designated animal hospital or Stellenbosch Municipal owned facility.
- k) A working permit must be provided for the dog and handler and to be presented to the Stellenbosch Municipality. If the service provider cannot provide the work permit and qualification by dog or handler, it will not be permitted and accepted on a municipal site. The details of the dog should include a photo of the dog on its working permit. All working permits to be renewed every six (6) months by a qualified working dog specialist.
- l) The bidder must be COIDA compliant before the execution of any work in terms of the contractual obligations. A letter of good standing in terms of COIDA or latest assessment and proof of payment thereof or proof of registration (only in cases of a new registration) will suffice.

## 5. PENALTIES

- a) The successful bidder/s will sign a Service Level Agreement (SLA) after the Bid *Insert Bid Number* has been awarded. This Service Level Agreement (SLA) will include penalties which will take effect for not adhering to contract conditions and loss of Stellenbosch Municipal property due to proven negligence.
- b) If the bidder is unable to find a replacement, the Municipality will find such a replacement, for the account of the successful bidder plus 15% administration cost.
- c) Although the deductions of penalties will be covered by site orders/standing operating procedures under- mentioned is a table which will indicate how penalties will be deducted from the service provider as per Service Level Agreement (SLA) for failing to adhere to the Stellenbosch Municipality requirements:

| No | Penalty                                                        | Penalty Amount                     |
|----|----------------------------------------------------------------|------------------------------------|
| a. | Late posting per security officer (½ hour after schedule time) | R2 400.00 per half an hour failure |

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|    |                                                                                                                                                 |                                          |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| b. | Failed to post a security officer at site.                                                                                                      | R3 000.00 per failure per guard          |
| c. | Failure to patrol per shift.                                                                                                                    | R1 200.00 per patrol                     |
| d. | Sleeping on duty per incident.                                                                                                                  | R1 800.00 per incident per guard         |
| e. | Failed in wearing / displaying identification card with PSIRA Grade D registration number per incident.                                         | R1 200.00 per failure per guard          |
| f. | Failed in being equipped with any necessary security aids per incident                                                                          | R1 200.00 per failure per guard          |
| g. | Failed in adhering to dress code per incident                                                                                                   | R1 200.00 per failure per guard          |
| h. | Failed to report on and off duty in occurrence book per failure per site                                                                        | R1 200.00 per failure per guard          |
| i. | Loss of Stellenbosch Municipal Property – Market value of lost property.                                                                        | Market value of lost value               |
| j. | Service provider's supervisor failed to do inspection and (all inspections must be signed in the site occurrence book)                          | R3 000.00 per failure per site           |
| k. | Failure to report on and off duty by the officer per site per shift at the Law Enforcement Control room                                         | R1 200.00 per failure per guard          |
| l. | 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 | R600.00 per failure per shift per site   |
| m. | Leaving the site without permission per officer                                                                                                 | R1 200.00 per failure per guard per site |
| n. | Failure to install a live guarding and vehicle monitoring system within the 1 <sup>st</sup> month of commencement of contract per month         | R6 000.00 per month                      |
| o. | False entries made in occurrence book per entry per site                                                                                        | R600.00 per site                         |

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|    |                                                                                                                                                                           |                                                |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| p. | 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) | R1 800.00 per 15 minutes failed per site       |
| q. | Deface/Alter/Remove occurrence book or any documentation from sites without permission per site                                                                           | R1 200.00 per site                             |
| r. | Failure to install software as prescribed in clause 5(c) per month                                                                                                        | R6 000,00 per month                            |
| s. | Failure to keep certified PAPA license with respective dog handler on site or to be found in possession of an expired PAPA license                                        | R3 000.00 per month per site                   |
| t. | Failed to establish a Control Room within three months after awarding of the bid per month                                                                                | R3 000.00 per month after failure to establish |

## 6. GENERAL CONDITIONS

- The bidder's premises must be zoned for business and be open for inspection by the Municipality of Stellenbosch before the award of the contract, as well as at any other time during the contract period as may be decided by the Stellenbosch Municipality.
- Administrative staff must also be available to attend to queries within eight (8) hours.
- Meetings between the management of the service providers and the representatives from Stellenbosch Municipality must be schedule once a month, with the purpose to have formal discussions. The Municipality will ensure that minutes are kept.
- The Service Provider must create a direct communication line to the service provider control room for the municipality.
- The service provider must ensure that all security officers are screened by the South African Police Services at the cost of the Service Provider and produce proof of all the screenings to the municipality.
- It will be expected from the service provider to commence with duty after appointment and signing of the service level agreement.
- The Service Provider must keep files of all the security officials appointed at the premises of the bidder in the area of jurisdiction of the contract, by reason when the need arises that information are available on request from the Municipality.
- Before commencements of rendering a service by the service provider the Municipality will provide the service provider with a standard operating procedure in terms of operational requirements for each site.
- The service provider using or training dogs and working animals for safe guarding must be in possession of a license which is administered under section 9(1) of the Performing Animals

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Protection Amendment Act (Act 4 of 2016). A certified copy of their PAPA license must be included in the bid and the successful bidder must at all times keep a certified copy of it on site with the respective certified dog/animal handler. The service provider shall be responsible to have their PAPA licenses renewed at least two (2) months before the expiry date of their current licenses at their own cost and provide certified copies of each license renewal to the user department of Stellenbosch Municipality. Should a service provider's PAPA License renewal application be unsuccessful, the service provider shall immediately cease all K9 operations by the expiry date of their current licenses in terms of the PAPA and Improper Conduct Enquiries Regulations/Code of Conduct for Security Service Providers 2003) to avoid legal actions.

- j) The Service Provider and the Municipality may conclude a Service Level Agreement (SLA) based on mutually agreed operational requirements and performance measures and does not in any way replace the conditions of the tender.
- k) The contract will be for a period of three (3) years from 01 July 2021 or date of award until to 30 June 2024.
- l) Evaluation and awarding of bid will be done per area. Prices that do not comply with PSIRA rates will not be considered and be regarded as non – compliant.
- m) The successful bidder will have to recruit at least 15% of his total staff within WC024. Bidders must indicate how many employees reside within WC024.
- n) Ad- hoc security services per area will be required from time to time on an as and when required basis. Provision will be made after each area.

## 7. SECURITY OFFICERS

- a) The bidder must ensure that all Security officers are qualified to a level of Grade D except for supervisors. The bidder must ensure that no security officers employed are younger than 18 years and are South African Citizens.
- b) Security officers must be registered with PSIRA and certified copies as proof of registration must be made available prior to the deployment of the guards. (Minimum of 14 security guards of which the rest of the security guards for this bid to be submitted within one (1) month of award
- c) All Security Officers must be fluent in two of the official languages in terms of the Municipality's language policy (Afrikaans, English and Xhosa).
- d) The bidder must ensure that all security officers which are employed have not being guilty of any criminal offence. A SAPS clearance certificate must be submitted of each security guard prior to deployment or at least within one (1) month of award.

## 8. PAYMENTS

- a) Payment will be made on a monthly basis as per invoice, according to the schedule of prices and any penalties will be deducted.

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## 9. PUBLIC LIABILITY INSURANCE

- a) Proof that the Bidder has Public Liability Insurance of at least R20 000 000 should submit proof in the tender documents.

## 10. PRE-QUALIFICATIONS

### a) Relevant Experience

- i. Bidders must submit proof of at least 3 projects of relevant experience up to 3 years in rendering security services where a minimum of 14 security officers were utilized. For the purpose, the following must be completed and proof of evidence to be submitted:

| Employer | Contact person | Nature of Work | Value of Work (Incl. VAT) | Date Completed |
|----------|----------------|----------------|---------------------------|----------------|
|          |                |                |                           |                |
|          |                |                |                           |                |
|          |                |                |                           |                |

### b) Organogram

- i. Bidders are required to provide a company profile and organogram of all administration staff with contact numbers.
- ii. **Please note:** Bidders who do not comply with the Pre-qualification and Pre-requisite will be regarded as non-compliant.

## 11. COMPULSORY REQUIREMENTS

- i. All bids responses that do not meet the compulsory requirements will be disqualified and will not be considered for further evaluation on the technical requirement. An inspection by a dedicated official of the user department will be done after the closing date or prior to the award of this tender in terms of the following:

### a. Control Room

- ii) The service provider must have a 24 hour dedicated control room. The municipality reserves the right to inspect the control room.
- iii) The control room must be registered as a security business at that location.

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- iv) The control room must have an electronic two-way radio base set that is connected to a radio network which will enable radio communication through the WC024.
- v) Operational computer with email/fax facilities and capable to do live tracker monitoring to ensure that the security guard patrols the designated area regularly.

**b) Contingency Plan**

- i) The bidder must have a contingency plan, in writing, for rapid deployment of standby staff in the case of an emergency i.e. strikes, disputes, protest actions, etc Please attach plan.

**c) PSIRA – Public Security Industries Regulatory Authority**

- i) The bidder must be registered with the Private Security Industries Regulatory Authority (PSIRA). A certified copy of the registration document should be included in tender documents (compulsory requirement). Bidders who are not registered with PSIRA bids will be non-responsive.
- ii) The bidder must ensure that all Security officers are qualified to a level Grade D. All security officers must be registered with PSIRA and a certified copy of the certificate must be included in the tender document. (Minimum of 14 security guards of which the rest of the security guards for this bid to be submitted within one (1) month of award.

**d) Registrar of Companies**

- i) The bidder should provide a certified copy of its registration document with the Registrar of Companies (form CK2).

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## 16. PRE-QUALIFICATION

**\* Proof of Contactable References is required, as indicated below, and must accompany each proposal.**

### Relevant Experience

Bidders must submit proof of at least 3 projects of relevant experience up to 3 years in rendering security services where a minimum of 14 security officers were utilized. For the purpose, the following must be completed and proof of evidence to be submitted:

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



**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. |             |      |          |
|------------------------------------------------------------------------------------------|-------------|------|----------|
| QUANTITY                                                                                 | DESCRIPTION | SIZE | CAPACITY |
|                                                                                          |             |      |          |
|                                                                                          |             |      |          |
|                                                                                          |             |      |          |
|                                                                                          |             |      |          |
|                                                                                          |             |      |          |
|                                                                                          |             |      |          |
|                                                                                          |             |      |          |
|                                                                                          |             |      |          |
|                                                                                          |             |      |          |

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. |              |      |          |
|--------------------------------------------------------------------------------------------------------------|--------------|------|----------|
| QUANTITY                                                                                                     | DESCRIPTION, | SIZE | CAPACITY |
|                                                                                                              |              |      |          |
|                                                                                                              |              |      |          |
|                                                                                                              |              |      |          |
|                                                                                                              |              |      |          |
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|                                                                                                              |              |      |          |

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| Number of sheets appended by the tenderer to this schedule (If nil, enter <b>NIL</b> ) |  |              |  |
| 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 ( <i>If nil, enter NIL</i> ) |                                                       |  |                                                                 |                               |

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.

|              |  |              |  |
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| SIGNATURE    |  | NAME (PRINT) |  |
| CAPACITY     |  | DATE         |  |
| NAME OF FIRM |  |              |  |



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

| CURRENT CONTRACTS                   |  |                                           |  |                |                                 |                   |  |
|-------------------------------------|--|-------------------------------------------|--|----------------|---------------------------------|-------------------|--|
| EMPLOYER<br>(Name, Tel, Fax, Email) |  | Contact Person<br>(Name, Tel, Fax, Email) |  | NATURE OF WORK | VALUE OF<br>WORK (INCL.<br>VAT) | DATE<br>COMPLETED |  |
| Name                                |  | Name                                      |  |                |                                 |                   |  |
| Tel                                 |  | Tel                                       |  |                |                                 |                   |  |
| Fax                                 |  | Fax                                       |  |                |                                 |                   |  |
| Email                               |  | Email                                     |  |                |                                 |                   |  |
| Name                                |  | Name                                      |  |                |                                 |                   |  |
| Tel                                 |  | Tel                                       |  |                |                                 |                   |  |
| Fax                                 |  | Fax                                       |  |                |                                 |                   |  |
| Email                               |  | Email                                     |  |                |                                 |                   |  |
| Name                                |  | Name                                      |  |                |                                 |                   |  |
| Tel                                 |  | Tel                                       |  |                |                                 |                   |  |
| Fax                                 |  | Fax                                       |  |                |                                 |                   |  |
| Email                               |  | Email                                     |  |                |                                 |                   |  |
| Name                                |  | Name                                      |  |                |                                 |                   |  |
| Tel                                 |  | Tel                                       |  |                |                                 |                   |  |
| Fax                                 |  | Fax                                       |  |                |                                 |                   |  |
| Email                               |  | Email                                     |  |                |                                 |                   |  |
| Name                                |  | Name                                      |  |                |                                 |                   |  |
| Tel                                 |  | Tel                                       |  |                |                                 |                   |  |
| Fax                                 |  | Fax                                       |  |                |                                 |                   |  |
| Email                               |  | Email                                     |  |                |                                 |                   |  |
| Name                                |  | Name                                      |  |                |                                 |                   |  |
| Tel                                 |  | Tel                                       |  |                |                                 |                   |  |
| Fax                                 |  | Fax                                       |  |                |                                 |                   |  |
| Email                               |  | Email                                     |  |                |                                 |                   |  |
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| Email                               |  | Email                                     |  |                |                                 |                   |  |

Attach additional pages if more space is required.

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| 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:

| COMPLETED CONTRACTS                 |  |                                           |  |                |                                 |                   |  |
|-------------------------------------|--|-------------------------------------------|--|----------------|---------------------------------|-------------------|--|
| EMPLOYER<br>(Name, Tel, Fax, Email) |  | Contact Person<br>(Name, Tel, Fax, Email) |  | NATURE OF WORK | VALUE OF<br>WORK (INCL.<br>VAT) | DATE<br>COMPLETED |  |
| Name                                |  | Name                                      |  |                |                                 |                   |  |
| Tel                                 |  | Tel                                       |  |                |                                 |                   |  |
| Fax                                 |  | Fax                                       |  |                |                                 |                   |  |
| Email                               |  | Email                                     |  |                |                                 |                   |  |
| Name                                |  | Name                                      |  |                |                                 |                   |  |
| Tel                                 |  | Tel                                       |  |                |                                 |                   |  |
| Fax                                 |  | Fax                                       |  |                |                                 |                   |  |
| Email                               |  | Email                                     |  |                |                                 |                   |  |
| Name                                |  | Name                                      |  |                |                                 |                   |  |
| Tel                                 |  | Tel                                       |  |                |                                 |                   |  |
| Fax                                 |  | Fax                                       |  |                |                                 |                   |  |
| Email                               |  | Email                                     |  |                |                                 |                   |  |
| Name                                |  | Name                                      |  |                |                                 |                   |  |
| Tel                                 |  | Tel                                       |  |                |                                 |                   |  |
| Fax                                 |  | Fax                                       |  |                |                                 |                   |  |
| Email                               |  | Email                                     |  |                |                                 |                   |  |
| Name                                |  | Name                                      |  |                |                                 |                   |  |
| Tel                                 |  | Tel                                       |  |                |                                 |                   |  |
| Fax                                 |  | Fax                                       |  |                |                                 |                   |  |
| Email                               |  | Email                                     |  |                |                                 |                   |  |
| Name                                |  | Name                                      |  |                |                                 |                   |  |
| Tel                                 |  | Tel                                       |  |                |                                 |                   |  |
| Fax                                 |  | Fax                                       |  |                |                                 |                   |  |
| Email                               |  | Email                                     |  |                |                                 |                   |  |

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 |  |              |  |



## 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.
  - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate including VAT) must reflect the same amount.

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:

|                                             | INDICATE WITH AN 'X' |  |  |  |  |    |  |  |  |  |
|---------------------------------------------|----------------------|--|--|--|--|----|--|--|--|--|
|                                             | YES                  |  |  |  |  | NO |  |  |  |  |
| Are you/is the firm a registered VAT Vendor |                      |  |  |  |  |    |  |  |  |  |
| If "YES", please provide VAT number         |                      |  |  |  |  |    |  |  |  |  |

### Please note the following:

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.



## 1. Payment Methodology

- a) This Tender requires an Annual Total Price per area for each year of a three-year contract.
- i. The Monthly Standardized Invoice
- b) The Annual Total Tender price should be divided by 12 in order for the Bidder to reflect an equal monthly Invoice amount for each contract year.
- c) A reduced number of guard days or penalties will be reflected as Municipality Credits and accompanied by a Municipal Memo, stating the reasons for the credits and issued in the same month as the issued Contract Deviation Invoice. (See Terms of Reference, paragraph 6) re. Penalties; and the Note at the end of this Section re: STELLENBOSCH MUNICIPALITY rights to increase or decrease the number of guards
- d) Contract Deviation Credits will be added (when they are Service Provider Credits) and/or subtracted (as Municipality Credits) from the amount reflected in the Monthly Standardized Invoice.
- e) A Monthly Statement from the Service Provider will reflect the above as follows:

|       |                              |       |
|-------|------------------------------|-------|
| (i)   | Monthly Standardized Invoice | x     |
| (ii)  | Service Provider Credits     | + y   |
|       | Subtotal                     | _____ |
| (iii) | Municipality Credits         | - z   |
|       | Total                        | _____ |

## 2. Formula for Average Weekdays and Weekend-days per month

|                                       |   |       |             |          |                       |
|---------------------------------------|---|-------|-------------|----------|-----------------------|
| Average number of weekdays per month  | = | 21.75 | x 12 months | =        | 261 days /year        |
| Average number of Saturdays per month | = | 4.33  | x 12 months | =        | 52 days /year         |
| Average number of Sundays per month   | = | 4.33  | x 12 months | =        | 52 days /year         |
| <b>TOTAL</b>                          |   |       |             | <b>=</b> | <b>365 days /year</b> |

**NB: The Stellenbosch Municipality retains the Right to Change (i.e. Increase or Decrease) the Number of Guards at any time during the contract.**


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**PRICING SCHEDULE**

| Area A - Franschhoek, Pniel, Kylemore, Wemmershoek, Groendal, La Motte |     |                                         |                                  |                                  |
|------------------------------------------------------------------------|-----|-----------------------------------------|----------------------------------|----------------------------------|
| (A)<br>ITEM DESCRIPTION PER 12<br>HOUR SHIFTS                          | QTY | RATES PER OFFICER PER SHIFT (Excl. VAT) |                                  |                                  |
|                                                                        |     | YEAR 1<br>(Excl. VAT)<br>2021/22        | YEAR 2<br>(Excl. VAT)<br>2022/23 | YEAR 3<br>(Excl. VAT)<br>2023/24 |
| Security officers Grade-D day<br>shift – <b>Mon to Sat</b>             | 1   | R                                       | R                                | R                                |
| Security officers Grade-D night<br>shift – <b>Mon to Sat</b>           | 1   | R                                       | R                                | R                                |
| Security officers Grade-D day<br>shift – <b>Sundays</b>                | 1   | R                                       | R                                | R                                |
| Security officers Grade-D night<br>shift – <b>Sundays</b>              | 1   | R                                       | R                                | R                                |
| Security officers Grade-D day<br>shift – <b>Public Holiday</b>         | 1   | R                                       | R                                | R                                |
| Security officers Grade-D night<br>shift – <b>Public Holiday</b>       | 1   | R                                       | R                                | R                                |
| <b>AREA A – TOTAL (EXCL. VAT)</b>                                      |     | R                                       | R                                | R                                |
| <b>15% VAT</b>                                                         |     | R                                       | R                                | R                                |
| <b>GRAND TOTAL (INCL. VAT)</b>                                         |     | R                                       | R                                | R                                |



### AD-HOC SERVICES

All ad-hoc services may be on a day to day or month to month or on an as and when required basis.

| Area A - Franschhoek, Pniel, Kylemore, Wemmershoek, Groendal, La Motte |     |                                         |                                  |                                  |
|------------------------------------------------------------------------|-----|-----------------------------------------|----------------------------------|----------------------------------|
| AD-HOC SERVICES PER 12 HOUR SHIFTS                                     | QTY | RATES PER OFFICER PER SHIFT (Excl. VAT) |                                  |                                  |
|                                                                        |     | YEAR 1<br>(Excl. VAT)<br>2021/22        | YEAR 2<br>(Excl. VAT)<br>2022/23 | YEAR 3<br>(Excl. VAT)<br>2023/24 |
| Ad-Hoc Services day shift – Mon to Sat                                 | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services night shift – Mon to Sat                               | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services day shift – Sundays                                    | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services night shift – Sundays                                  | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services day shift – Public Holiday                             | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services night shift – Public Holiday                           | 1   | R                                       | R                                | R                                |
| Dog Handler day shift – Mon to Sat                                     | 1   | R                                       | R                                | R                                |
| Dog Handler night shift – Mon to Sat                                   | 1   | R                                       | R                                | R                                |
| Dog Handler day shift – Sundays                                        | 1   | R                                       | R                                | R                                |
| Dog Handler night shift – Sundays                                      | 1   | R                                       | R                                | R                                |
| Dog Handler day shift – Public Holiday                                 | 1   | R                                       | R                                | R                                |
| Dog Handler night shift – Public Holiday                               | 1   | R                                       | R                                | R                                |
| <b>AD-HOC SERVICES AREA A – TOTAL (EXCL. VAT)</b>                      |     | R                                       | R                                | R                                |
| <b>15% VAT</b>                                                         |     | R                                       | R                                | R                                |
| <b>GRAND TOTAL (INCL. VAT)</b>                                         |     | R                                       | R                                | R                                |


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| Area B - Stellenbosch, Cloetesville, Idas Valley, CBD, Boord, La Colline |     |                                        |                                  |                                  |
|--------------------------------------------------------------------------|-----|----------------------------------------|----------------------------------|----------------------------------|
| (B)<br>ITEM DESCRIPTION PER 12<br>HOUR SHIFTS                            | QTY | RATES PER OFFICER PER SHIFT Excl. VAT) |                                  |                                  |
|                                                                          |     | YEAR 1<br>(Excl. VAT)<br>2021/22       | YEAR 2<br>(Excl. VAT)<br>2022/23 | YEAR 3<br>(Excl. VAT)<br>2023/24 |
| Security officers Grade-D day<br>shift – <b>Mon to Sat</b>               | 1   | R                                      | R                                | R                                |
| Security officers Grade-D night<br>shift – <b>Mon to Sat</b>             | 1   | R                                      | R                                | R                                |
| Security officers Grade-D day<br>shift – <b>Sundays</b>                  | 1   | R                                      | R                                | R                                |
| Security officers Grade-D night<br>shift – <b>Sundays</b>                | 1   | R                                      | R                                | R                                |
| Security officers Grade-D day<br>shift – <b>Public Holiday</b>           | 1   | R                                      | R                                | R                                |
| Security officers Grade-D night<br>shift – <b>Public Holiday</b>         | 1   | R                                      | R                                | R                                |
| <b>AREA B – TOTAL (EXCL. VAT)</b>                                        |     | R                                      | R                                | R                                |
| <b>15% VAT</b>                                                           |     | R                                      | R                                | R                                |
| <b>GRAND TOTAL (INCL. VAT)</b>                                           |     | R                                      | R                                | R                                |



### AD-HOC SERVICES

All ad-hoc services may be on a day to day or month to month or on an as and when required basis.

| Area B - Stellenbosch, Cloetesville, Idas Valley, CBD, Boord, La Colline |     |                                         |                                  |                                  |
|--------------------------------------------------------------------------|-----|-----------------------------------------|----------------------------------|----------------------------------|
| AD-HOC SERVICES PER 12 HOUR SHIFTS                                       | QTY | RATES PER OFFICER PER SHIFT (Excl. VAT) |                                  |                                  |
|                                                                          |     | YEAR 1<br>(Excl. VAT)<br>2021/22        | YEAR 2<br>(Excl. VAT)<br>2022/23 | YEAR 3<br>(Excl. VAT)<br>2023/24 |
| Ad-Hoc Services day shift – Mon to Sat                                   | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services night shift – Mon to Sat                                 | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services day shift – Sundays                                      | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services night shift – Sundays                                    | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services day shift – Public Holiday                               | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services night shift – Public Holiday                             | 1   | R                                       | R                                | R                                |
| Dog Handler day shift – Mon to Sat                                       | 1   | R                                       | R                                | R                                |
| Dog Handler night shift – Mon to Sat                                     | 1   | R                                       | R                                | R                                |
| Dog Handler day shift – Sundays                                          | 1   | R                                       | R                                | R                                |
| Dog Handler night shift – Sundays                                        | 1   | R                                       | R                                | R                                |
| Dog Handler day shift – Public Holiday                                   | 1   | R                                       | R                                | R                                |
| Dog Handler night shift – Public Holiday                                 | 1   | R                                       | R                                | R                                |
| <b>AD-HOC SERVICES AREA B – TOTAL (EXCL. VAT)</b>                        |     | R                                       | R                                | R                                |
| <b>15% VAT</b>                                                           |     | R                                       | R                                | R                                |
| <b>GRAND TOTAL (INCL. VAT)</b>                                           |     | R                                       | R                                | R                                |


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| Area C - Klapmuts, Koelenhof, Simondium, De Nova                 |     |                                         |                                  |                                  |
|------------------------------------------------------------------|-----|-----------------------------------------|----------------------------------|----------------------------------|
| (C)<br>ITEM DESCRIPTION PER 12<br>HOUR SHIFTS                    | QTY | RATES PER OFFICER PER SHIFT (Excl. VAT) |                                  |                                  |
|                                                                  |     | YEAR 1<br>(Excl. VAT)<br>2021/22        | YEAR 2<br>(Excl. VAT)<br>2022/23 | YEAR 3<br>(Excl. VAT)<br>2023/24 |
| Security officers Grade-D day<br>shift – <b>Mon to Sat</b>       | 1   | R                                       | R                                | R                                |
| Security officers Grade-D night<br>shift – <b>Mon to Sat</b>     | 1   | R                                       | R                                | R                                |
| Security officers Grade-D day<br>shift – <b>Sundays</b>          | 1   | R                                       | R                                | R                                |
| Security officers Grade-D night<br>shift – <b>Sundays</b>        | 1   | R                                       | R                                | R                                |
| Security officers Grade-D day<br>shift – <b>Public Holiday</b>   | 1   | R                                       | R                                | R                                |
| Security officers Grade-D night<br>shift – <b>Public Holiday</b> | 1   | R                                       | R                                | R                                |
| <b>AREA C – TOTAL (EXCL. VAT)</b>                                |     | R                                       | R                                | R                                |
| <b>15% VAT</b>                                                   |     | R                                       | R                                | R                                |
| <b>GRAND TOTAL (INCL. VAT)</b>                                   |     | R                                       | R                                | R                                |



### AD-HOC SERVICES

All ad-hoc services may be on a day to day or month to month or on an as and when required basis.

| Area C - Klapmuts, Koelenhof, Simondium, De Nova  |     |                                         |                                  |                                  |
|---------------------------------------------------|-----|-----------------------------------------|----------------------------------|----------------------------------|
| AD-HOC SERVICES PER 12 HOUR SHIFTS                | QTY | RATES PER OFFICER PER SHIFT (Excl. VAT) |                                  |                                  |
|                                                   |     | YEAR 1<br>(Excl. VAT)<br>2021/22        | YEAR 2<br>(Excl. VAT)<br>2022/23 | YEAR 3<br>(Excl. VAT)<br>2023/24 |
| Ad-Hoc Services day shift – Mon to Sat            | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services night shift – Mon to Sat          | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services day shift – Sundays               | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services night shift – Sundays             | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services day shift – Public Holiday        | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services night shift – Public Holiday      | 1   | R                                       | R                                | R                                |
| Dog Handler day shift – Mon to Sat                | 1   | R                                       | R                                | R                                |
| Dog Handler night shift – Mon to Sat              | 1   | R                                       | R                                | R                                |
| Dog Handler day shift – Sundays                   | 1   | R                                       | R                                | R                                |
| Dog Handler night shift – Sundays                 | 1   | R                                       | R                                | R                                |
| Dog Handler day shift – Public Holiday            | 1   | R                                       | R                                | R                                |
| Dog Handler night shift – Public Holiday          | 1   | R                                       | R                                | R                                |
| <b>AD-HOC SERVICES AREA C – TOTAL (EXCL. VAT)</b> |     | R                                       | R                                | R                                |
| <b>15% VAT</b>                                    |     | R                                       | R                                | R                                |
| <b>GRAND TOTAL (INCL. VAT)</b>                    |     | R                                       | R                                | R                                |



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## Area D - Jamestown, Blaauwklippen, Dalsig, Paradyskloof, Raithby

| (D)<br>ITEM DESCRIPTION PER 12<br>HOUR SHIFTS                    | QTY | RATES PER OFFICER PER SHIFT (Excl. VAT) |                              |                                  |
|------------------------------------------------------------------|-----|-----------------------------------------|------------------------------|----------------------------------|
|                                                                  |     | YEAR 1<br>(Excl. VAT)<br>2021/22        | YEAR 2(Excl. VAT)<br>2022/23 | YEAR 3<br>(Excl. VAT)<br>2023/24 |
| Security officers Grade-D day<br>shift – <b>Mon to Sat</b>       | 1   | R                                       | R                            | R                                |
| Security officers Grade-D night<br>shift – <b>Mon to Sat</b>     | 1   | R                                       | R                            | R                                |
| Security officers Grade-D day<br>shift – <b>Sundays</b>          | 1   | R                                       | R                            | R                                |
| Security officers Grade-D night<br>shift – <b>Sundays</b>        | 1   | R                                       | R                            | R                                |
| Security officers Grade-D day<br>shift – <b>Public Holiday</b>   | 1   | R                                       | R                            | R                                |
| Security officers Grade-D night<br>shift – <b>Public Holiday</b> | 1   | R                                       | R                            | R                                |
| <b>AREA D – TOTAL (EXCL. VAT)</b>                                |     | R                                       | R                            | R                                |
| <b>15% VAT</b>                                                   |     | R                                       | R                            | R                                |
| <b>GRAND TOTAL (INCL. VAT)</b>                                   |     | R                                       | R                            | R                                |



### AD-HOC SERVICES

All ad-hoc services may be on a day to day or month to month or on an as and when required basis.

| Area D - Jamestown, Blaauwklippen, Dalsig, Paradyskloof, Raithby |     |                                         |                                  |                                  |
|------------------------------------------------------------------|-----|-----------------------------------------|----------------------------------|----------------------------------|
| AD-HOC SERVICES PER 12 HOUR SHIFTS                               | QTY | RATES PER OFFICER PER SHIFT (Excl. VAT) |                                  |                                  |
|                                                                  |     | YEAR 1<br>(Excl. VAT)<br>2021/22        | YEAR 2<br>(Excl. VAT)<br>2022/23 | YEAR 3<br>(Excl. VAT)<br>2023/24 |
| Ad-Hoc Services day shift – Mon to Sat                           | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services night shift – Mon to Sat                         | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services day shift – Sundays                              | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services night shift – Sundays                            | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services day shift – Public Holiday                       | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services night shift – Public Holiday                     | 1   | R                                       | R                                | R                                |
| Dog Handler day shift – Mon to Sat                               | 1   | R                                       | R                                | R                                |
| Dog Handler night shift – Mon to Sat                             | 1   | R                                       | R                                | R                                |
| Dog Handler day shift – Sundays                                  | 1   | R                                       | R                                | R                                |
| Dog Handler night shift – Sundays                                | 1   | R                                       | R                                | R                                |
| Dog Handler day shift – Public Holiday                           | 1   | R                                       | R                                | R                                |
| Dog Handler night shift – Public Holiday                         |     | R                                       | R                                | R                                |
| <b>AD-HOC SERVICES AREA D – TOTAL (EXCL. VAT)</b>                |     | R                                       | R                                | R                                |
| <b>15% VAT</b>                                                   |     | R                                       | R                                | R                                |
| <b>GRAND TOTAL (INCL. VAT)</b>                                   |     | R                                       | R                                | R                                |


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| Area E - Kayamandi, Plankenbrug, Onder Papegaaiberg area, Devon Valley, Vlottenburg |     |                                         |                                  |                                  |
|-------------------------------------------------------------------------------------|-----|-----------------------------------------|----------------------------------|----------------------------------|
| (E)<br>ITEM DESCRIPTION PER 12<br>HOUR SHIFTS                                       | QTY | RATES PER OFFICER PER SHIFT (Excl. VAT) |                                  |                                  |
|                                                                                     |     | YEAR 1<br>(Excl. VAT)<br>2021/22        | YEAR 2<br>(Excl. VAT)<br>2022/23 | YEAR 3<br>(Excl. VAT)<br>2023/24 |
| Security officers Grade-D day<br>shift – <b>Mon to Sat</b>                          | 1   | R                                       | R                                | R                                |
| Security officers Grade-D night<br>shift – <b>Mon to Sat</b>                        | 1   | R                                       | R                                | R                                |
| Security officers Grade-D day<br>shift – <b>Sundays</b>                             | 1   | R                                       | R                                | R                                |
| Security officers Grade-D night<br>shift – <b>Sundays</b>                           | 1   | R                                       | R                                | R                                |
| Security officers Grade-D day<br>shift – <b>Public Holiday</b>                      | 1   | R                                       | R                                | R                                |
| Security officers Grade-D night<br>shift – <b>Public Holiday</b>                    | 1   | R                                       | R                                | R                                |
| <b>AREA E – TOTAL (EXCL. VAT)</b>                                                   |     | R                                       | R                                | R                                |
| <b>15% VAT</b>                                                                      |     | R                                       | R                                | R                                |
| <b>GRAND TOTAL (INCL. VAT)</b>                                                      |     | R                                       | R                                | R                                |



### AD-HOC SERVICES

All ad-hoc services may be on a day to day or month to month or on an as and when required basis.

| Area E - Kayamandi, Plankenbrug, Onder Papegaaiberg area, Devon Valley, Vlottenburg |     |                                         |                                  |                                  |
|-------------------------------------------------------------------------------------|-----|-----------------------------------------|----------------------------------|----------------------------------|
| AD-HOC SERVICES PER 12 HOUR SHIFTS                                                  | QTY | RATES PER OFFICER PER SHIFT (Excl. VAT) |                                  |                                  |
|                                                                                     |     | YEAR 1<br>(Excl. VAT)<br>2021/22        | YEAR 2<br>(Excl. VAT)<br>2022/23 | YEAR 3<br>(Excl. VAT)<br>2023/24 |
| Ad-Hoc Services day shift – Mon to Sat                                              | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services night shift – Mon to Sat                                            | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services day shift – Sundays                                                 | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services night shift – Sundays                                               | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services day shift – Public Holiday                                          | 1   | R                                       | R                                | R                                |
| Ad-Hoc Services night shift – Public Holiday                                        | 1   | R                                       | R                                | R                                |
| Dog Handler day shift – Mon to Sat                                                  | 1   | R                                       | R                                | R                                |
| Dog Handler night shift – Mon to Sat                                                | 1   | R                                       | R                                | R                                |
| Dog Handler day shift – Sundays                                                     | 1   | R                                       | R                                | R                                |
| Dog Handler night shift – Sundays                                                   | 1   | R                                       | R                                | R                                |
| Dog Handler day shift – Public Holiday                                              | 1   | R                                       | R                                | R                                |
| Dog Handler night shift – Public Holiday                                            | 1   | R                                       | R                                | R                                |
| <b>AD-HOC SERVICES AREA E – TOTAL (EXCL. VAT)</b>                                   |     | R                                       | R                                | R                                |
| <b>15% VAT</b>                                                                      |     | R                                       | R                                | R                                |
| <b>GRAND TOTAL (INCL. VAT)</b>                                                      |     | R                                       | R                                | R                                |



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| TOTAL TENDER PRICE ON<br>BIDDED AREA                            | Year 1<br>2021/22 | Year 2<br>2022/23 | Year 3<br>2023/24 |
|-----------------------------------------------------------------|-------------------|-------------------|-------------------|
| _Area A:                                                        | R                 | R                 | R                 |
| AD-HOC                                                          | R                 | R                 | R                 |
| TOTAL TENDER PRICE: Year 1 + Year 2 + Year 3 (INCLUDING<br>VAT) | R                 |                   |                   |

| TOTAL TENDER PRICE ON<br>BIDDED AREA                            | Year 1<br>2021/22 | Year 2<br>2022/23 | Year 3<br>2023/24 |
|-----------------------------------------------------------------|-------------------|-------------------|-------------------|
| _Area B:                                                        | R                 | R                 | R                 |
| AD-HOC                                                          | R                 | R                 | R                 |
| TOTAL TENDER PRICE: Year 1 + Year 2 + Year 3 (INCLUDING<br>VAT) | R                 |                   |                   |

| TOTAL TENDER PRICE ON<br>BIDDED AREA                            | Year 1<br>2021/22 | Year 2<br>2022/23 | Year 3<br>2023/24 |
|-----------------------------------------------------------------|-------------------|-------------------|-------------------|
| _Area C:                                                        | R                 | R                 | R                 |
| AD-HOC                                                          | R                 | R                 | R                 |
| TOTAL TENDER PRICE: Year 1 + Year 2 + Year 3 (INCLUDING<br>VAT) | R                 |                   |                   |

| TOTAL TENDER PRICE ON<br>BIDDED AREA                            | Year 1<br>2021/22 | Year 2<br>2022/23 | Year 3<br>2023/24 |
|-----------------------------------------------------------------|-------------------|-------------------|-------------------|
| _Area D:                                                        | R                 | R                 | R                 |
| AD-HOC                                                          | R                 | R                 | R                 |
| TOTAL TENDER PRICE: Year 1 + Year 2 + Year 3 (INCLUDING<br>VAT) | R                 |                   |                   |

| TOTAL TENDER PRICE ON<br>BIDDED AREA | Year 1<br>2021/22 | Year 2<br>2022/23 | Year 3<br>2023/24 |
|--------------------------------------|-------------------|-------------------|-------------------|
|--------------------------------------|-------------------|-------------------|-------------------|



|                                                                     |   |   |   |
|---------------------------------------------------------------------|---|---|---|
| <b>Area E:</b>                                                      | R | R | R |
| <b>AD-HOC</b>                                                       | R | R | R |
| <b>TOTAL TENDER PRICE: Year 1 + Year 2 + Year 3 (INCLUDING VAT)</b> | R |   |   |

| <b>COST PER ITEM FOR ADDITIONAL EQUIPMENT PER MONTH FOR 3 YEARS AS AND WHEN REQUIRED</b> |            |                                           |                                           |                                           |
|------------------------------------------------------------------------------------------|------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|
| <b>(B)<br/>ADDITIONAL EQUIPMENT</b>                                                      | <b>QTY</b> | <b>YEAR 1<br/>(Excl. VAT)<br/>2021/22</b> | <b>YEAR 2<br/>(Excl. VAT)<br/>2022/23</b> | <b>YEAR 3<br/>(Excl. VAT)<br/>2023/24</b> |
| Hiring of toilets per site                                                               | 1          | R                                         | R                                         | R                                         |
| Guard house per site                                                                     | 1          | R                                         | R                                         | R                                         |
| Dog kennels per site                                                                     | 1          | R                                         | R                                         | R                                         |
| <b>TOTAL RATE PRICE (Excl. VAT)</b>                                                      |            | R                                         | R                                         | R                                         |
| <b>15% VAT</b>                                                                           |            | R                                         | R                                         | R                                         |
| <b>GRAND TOTAL (Incl. VAT)</b>                                                           |            | R                                         | R                                         | R                                         |

| <b>TOTAL RATE PRICE FOR 3 FINANCIAL YEARS PER AREA A +, <i>Ad-Hoc Inclusive</i>) + B ADDITIONAL EQUIPMENT (INCLUSIVE OF VAT)</b> |   |
|----------------------------------------------------------------------------------------------------------------------------------|---|
| <b>Year 1 – 2021/22 Financial Year</b>                                                                                           | R |
| <b>Year 2 – 2022/23 Financial Year</b>                                                                                           | R |
| <b>Year 3 – 2023/24 Financial Year</b>                                                                                           | R |



**TOTAL RATE PRICE FOR 3 FINANCIAL YEARS PER AREA B +, *Ad-Hoc Inclusive*) + B ADDITIONAL EQUIPMENT (INCLUSIVE OF VAT)**

|                                 |   |
|---------------------------------|---|
| Year 1 – 2021/22 Financial Year | R |
| Year 2 – 2022/23 Financial Year | R |
| Year 3 – 2023/24 Financial Year | R |

**TOTAL RATE PRICE FOR 3 FINANCIAL YEARS PER AREA C +, *Ad-Hoc Inclusive*) + B ADDITIONAL EQUIPMENT (INCLUSIVE OF VAT)**

|                                 |   |
|---------------------------------|---|
| Year 1 – 2021/22 Financial Year | R |
| Year 2 – 2022/23 Financial Year | R |
| Year 3 – 2023/24 Financial Year | R |

**TOTAL RATE PRICE FOR 3 FINANCIAL YEARS PER AREA D+, *Ad-Hoc Inclusive*) + B ADDITIONAL EQUIPMENT (INCLUSIVE OF VAT)**

|                                 |   |
|---------------------------------|---|
| Year 1 – 2021/22 Financial Year | R |
| Year 2 – 2022/23 Financial Year | R |
| Year 3 – 2023/24 Financial Year | R |

**TOTAL RATE PRICE FOR 3 FINANCIAL YEARS PER AREA E +, *Ad-Hoc Inclusive*) + B ADDITIONAL EQUIPMENT (INCLUSIVE OF VAT)**

|                                 |   |
|---------------------------------|---|
| Year 1 – 2021/22 Financial Year | R |
| Year 2 – 2022/23 Financial Year | R |
| Year 3 – 2023/24 Financial Year | R |

|              |  |                 |  |
|--------------|--|-----------------|--|
| SIGNATURE    |  | NAME<br>(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 *domicillium 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 corrections 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    |  |