



KAAP AGULHAS MUNISIPALITEIT  
 CAPE AGULHAS MUNICIPALITY  
 U MASIPALA WASECAPE AGULHAS

**TENDER: PROVISION OF SECURITY SERVICES OF  
 MUNICIPAL FACILITIES FOR A PERIOD ENDING 30  
 JUNE 2029**

**SCM2/2026/27**

<b>BIDDERS NAME:</b>	_____	
<b>CONTACT NUMBERS</b>	<b>Phone:</b>	<b>Fax:</b>
<b>BBBEE STATUS LEVEL</b>	_____	
<b>CSD REGISTRATION NR</b>	<b>MAAA</b>	
<b>BID AMOUNT:</b>	R_____.	
	<b>Vat (inclusive)</b>	

<b>For Office Use</b>  <b>Official 1:</b> .....	<b>OFFICIAL STAMP</b>
	_____
<b>Official 2:</b> .....	

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## CHECK LIST FOR COMPLETENESS OF BID DOCUMENT

The bidder **MUST ENSURE** that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

1.	Completed page containing the details of bidder	Yes		No	
2.	Specifications & Pricing Schedules - Is the form duly completed and signed?	Yes		No	
3.	<b>(CAMBD 2)</b> Are a Tax Compliance status pin attached	Yes		No	
4.	<b>(Schedule 1 A)</b> Authority of Signatory - Is the form duly completed and signed?	Yes		No	
5.	<b>(Schedule 1B)</b> Enterprise Questionnaire -Is the form duly completed and signed?	Yes		No	
6.	<b>(Schedule 1C)</b> Documents of Incorporation - Is the form duly completed and signed?	Yes		No	
7.	<b>(Schedule 1D)</b> Payment of Municipal Accounts - Is the form duly completed and signed?	Yes		No	
8.	<b>(Schedule 1E)</b> B-BBEE certificate - Is the form duly completed and signed? <b>Is a certified or an original certificate attached</b>	Yes		No	
9.	<b>(Schedule 1F)</b> Schedule of work experience of tenderer- Is the form duly completed and signed?	Yes		No	
10.	<b>(Schedule 1H)</b> Staff Register - Is the form duly completed and signed?	Yes		No	
11.	<b>(Schedule 1I)</b> Registration with The Security Officers Board - Is the proof attached?	Yes		No	
12.	Section 37(2) Of the Occupational Health and Safety Act - Is the proof attached?	Yes		No	
13.	Form of Offer - Is the form duly completed and signed?	Yes		No	
14.	Contract data - Is the form duly completed and signed?	Yes		No	
15.	<b>(CAMBD 4)</b> declaration of interest- Is the form duly completed and signed?	Yes		No	
16.	<b>(CAMBD 6.1)</b> Preference points claimed- Is the form duly completed and signed?	Yes		No	
17.	<b>(CAMBD 8)</b> Signed declaration of bidder's past supply chain management practices	Yes		No	
18.	<b>(CAMBD 9)</b> Prohibition of Restrictive Practices be completed and signed.	Yes		No	
19.	<b>All bids must be submitted in writing on the official forms (not re-typed).</b>	Yes		No	
20.	Bidder <b>must</b> initial every page of this bid document.	Yes		No	


### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) .....**  
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.**

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

	<b>CAPE AGULHAS MUNICIPALITY</b>		
	<b>REQUEST FOR TENDERS</b>		
	<b>ADVERTISED ON</b>	<b>MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE; NATIONAL TREASURY e-TENDER</b>	
	<b>TENDER NO:</b>	<b>SCM2/2026/27</b>	
<b>Tenders are hereby invited for:</b>	<b>PROVISION OF SECURITY SERVICES FOR A PERIOD ENDING 30 JUNE 2029</b>		
<b>PUBLISHED DATE:</b>	<b>15 May 2026</b>	<b>CLOSING DATE:</b>	<b>19 June 2026</b>
<b>CLOSING TIME:</b>	<b>No later than 12H00.</b> Tenders will be opened immediately thereafter, in public at the Cape Agulhas Municipality, 1 Dirkie Uys Street, Bredasdorp.		
<b>AVAILABILITY OF BID DOCUMENTS:</b>			
Tender documents are available from <b>Me G Koopman</b> at telephone number 028-425-5500 during office hours or email at <a href="mailto:geraldinek@capeagulhas.gov.za">geraldinek@capeagulhas.gov.za</a> .			
<b>Date Available:</b>	<b>15 May 2026</b>	<b>Non-refundable Fee:</b>	<b>R 0. 00</b>
<b>BID RULES:</b>			
<ol style="list-style-type: none"> <li>Tenders are to be completed in accordance with the conditions and Tender rules contained in the Tender document.</li> <li>The Tender Document &amp; supporting documents must be placed in a sealed envelope and externally endorsed with: THE TENDER NUMBER; DESCRIPTION &amp; CLOSING DATE OF TENDER.</li> <li>Tender Documents must be deposited in the Tender Box, at Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280.</li> <li>Tenders may only be submitted on the Tender documentation issued by the Municipality.</li> <li>A Tax Compliance status pin as issued by the South African Revenue Service, must be submitted together with the tender</li> <li>The <b>two-stage bidding</b> process will be followed in evaluating this tender. Firstly, it will be evaluated for functionality and thereafter for price and preference</li> <li>The Cape Agulhas Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient.</li> <li>Tenderers are required to be registered on the Accredited Supplier Database (CSD) from the website <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a></li> </ol>			
<b>Tenders shall be evaluated in terms of the Cape Agulhas Municipality Supply Chain Management Policy &amp; Preferential Procurement</b>		Suppliers may claim preference points in terms of the <b>80/20</b> . <b>Price:</b> 80 <b>Specific Goals: (20)</b> a) B-BBEE Status Level contributor: 10 b) Locality of Supplier: 10 <b>Total Points:</b> 100	
<b>Site Meeting / Information Session</b>		A compulsory <b>Virtual Briefing Session</b> will be held on <b>19 May 2026 at 10:00 on Microsoft Teams</b> . Interested bidders must submit their email addresses for inclusion on the virtual meeting by no later than <b>18 May 2026 by 12:00 pm</b> to <a href="mailto:geraldinek@capeagulhas.gov.za">geraldinek@capeagulhas.gov.za</a> . Bidders that fail to attend the compulsory <b>Virtual Briefing Session</b> will be disqualified.	
		<b>Validity Period</b>	<b>90 days</b>
<b>ANY ENQUIRES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		<b>ANY ENQUIRES REGARDING THE QUOTING PROCEDURE MAY BE DIRECTED TO:</b>	
<b>Division</b>	<b>SOCIO-ECONOMIC DEVELOPMENT</b>	<b>Division</b>	<b>Supply Chain Management</b>
<b>Contact Person:</b>	<b>Mr Mulisa Nekhavambe</b>	<b>Contact Person:</b>	<b>Ms. G Koopman</b>
<b>Tel:</b>	<b>e-mail Enquires Only</b>	<b>Tel:</b>	<b>e-mail Enquires Only</b>
<b>E-mail:</b>	<a href="mailto:mulisan@capeagulhas.gov.za">mulisan@capeagulhas.gov.za</a>	<b>E-mail:</b>	<a href="mailto:geraldinek@capeagulhas.gov.za">geraldinek@capeagulhas.gov.za</a>

**WP RABBETS**  
**MUNICIPAL MANAGER**  
**PO BOX 51**  
**BREDASDORP**  
**7280**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE AGULHAS MUNICIPALITY</b>					
BID NUMBER:	SCM2/2026/27	CLOSING DATE:	19 June 2026	CLOSING TIME:	12:00
DESCRIPTION	PROVISION OF SECURITY SERVICES FOR A PERIOD ENDING 30 JUNE 2029				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>CAPE AGULHAS MUNICIPALITY</b>					
1 DIRKIE UYS STREET					
BREDASDORP					
7280					
<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 <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <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>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
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	Finance: SCM		DEPARTMENT	Socio-Economic Development	
CONTACT PERSON	Geraldine Koopman		CONTACT PERSON	Mulisa Nekhavhambe	
TELEPHONE NUMBER	028 425 5500		TELEPHONE NUMBER	028 425 5500	
E-MAIL ADDRESS	<a href="mailto:geraldinek@capeagulhas.gov.za">geraldinek@capeagulhas.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:mulisan@capeagulhas.gov.za">mulisan@capeagulhas.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
<b>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.</b>	

**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: .....

## **TERMS OF REFERENCE/ SCOPE OF WORKS**

### **1. INTRODUCTION**

- 1.1. The Cape Agulhas Municipality requires a suitably qualified PSIRA registered security contractors to provide security guarding services to the Cape Agulhas Municipality on an as and when required basis from the date of signing the contract until 30 June 2029.
- 1.2. The Municipality intends to appoint a minimum of one and a maximum of three service providers, ranked according to the final tender evaluation outcome, for purposes of ensuring continuity of essential security services.

### **2. SCOPE**

- 2.1. Service Providers will be responsible to provide security guarding services at Municipal buildings and Facilities in the Cape Agulhas Municipal area from Bredasdorp, Waenhuiskrans, Struisbaai, Spanjaardskloof, L'Agulhas & Napier, Klipdale / Proteem on and as and when basis.
- 2.2. The Service provider will be required to provide security guarding services at the Cape Agulhas Municipal Resorts during Easter Holidays & December Holidays, annually from 10 December – 10 January.
- 2.3. The Service Provider may be required to provide a trained security/patrol dog with a suitably qualified and registered dog handler on an as-and-when-required basis. The Service Provider must, prior to deployment, provide valid proof of all applicable registrations, licenses, training certificates, veterinary records and authorizations required by law, including PSiRA-related requirements and any applicable PAPA license. No dog may be deployed without the Municipality's prior acceptance of such compliance documentation.
- 2.4. The service provider needs to work in shifts, and they must make sure they have a supervisor for each area tendered.

### **3. GENERAL**

#### **3.1. Validity period**

The tender must be valid for a period of 90 days from closing date of tender.

#### **3.2. Contract period**

The contract period will commence on the date of signing the contract for a period ending 30 June 2029.

#### **3.3. Method of Appointment and Allocation of Work**

- 3.3.1. The Municipality intends to appoint up to three service providers under this tender, subject to the responsiveness of bids, compliance with all minimum requirements, budget availability and the final tender evaluation outcome.
- 3.3.2. The successful bidders will be ranked in order of final evaluation score as follows:
  - a) First-ranked bidder: Primary Service Provider.
  - b) Second-ranked bidder: Secondary Service Provider.
  - c) Third-ranked bidder: Tertiary Service Provider.
- 3.3.3. This appointment shall not constitute a general panel of security service providers. It is a ranked appointment for the provision of essential security services, with allocation of work to be managed in accordance with the ranking order and the operational needs of the Municipality.
- 3.3.4. The Primary Service Provider shall be allocated work in the first instance. The Municipality may allocate work to the Secondary or Tertiary Service Provider where the Primary Service Provide.

- a) Fails to deploy personnel or resources within the required timeframes.
- b) Fails to comply with the Terms of Reference, Service Level Agreement, performance standards or statutory requirements.
- c) Has lapsed, suspended or invalid registration, certification, insurance or compliance documentation.
- d) Is unable to provide the required service due to capacity constraints.
- e) Is placed under formal breach, suspension or termination processes.
- f) Fails to provide services to the required municipal standard.
- g) Where operational urgency or continuity of essential security services reasonably requires the Municipality to do so.

3.3.5. Any allocation of work to the Secondary or Tertiary Service Provider must be authorized in writing by the Municipality and the reason for such allocation must be recorded for audit and contract management purposes.

3.3.6. Appointment under this tender does not guarantee any minimum value, volume of work, number of shifts or number of sites to any appointed service provider. Services will only be rendered upon written instruction, official order or approved deployment request issued by the Municipality.

3.3.7. Where the Municipality activates the Secondary or Tertiary Service Provider due to breach, non-performance or non-compliance by another appointed service provider, the Municipality reserves all rights to apply contractual remedies, including penalties, damages, suspension, cancellation or recovery of additional costs, where applicable.

#### 3.4. Compliance and Legal Requirements

3.4.1. The service provider indemnifies and holds harmless the Cape Agulhas Municipality against any losses, damages, claims, or costs arising from the negligence, misconduct, or omission of its employees or agents

#### 3.5. Performance Standards

3.5.1. Supervisors must conduct at least one documented site inspection per shift, supported by photographic evidence and submitted weekly to the Municipality.

#### 3.6. Professional registration

3.6.1. Service Providers and staff members must be registered with the Private Security Industry Regulatory Authority (PSIRA). Certified proof of registration of the company and staff must accompany the tender. Failure to submit these documents with the tender will result in your bid being disqualified.

3.6.2. Proof of PSIRA registration of all new personnel that will be deployed at the Cape Agulhas Municipality's Resorts, appointed during the duration of the contract, and must be submitted to the Me G Koopman ([geraldinek@capeagulhas.gov.za](mailto:geraldinek@capeagulhas.gov.za)). It will be considered a breach of contract should it be discovered that any services within the scope of this tender is carried out by an unqualified and unregistered person.

#### 3.6.3. Workmen's Compensation

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.

## 4. TECHNICAL REQUIREMENTS

### 4.1. Shifts

- 4.1.1. Dayshifts - Monday to Saturday 07h00 – 19h00  
Nightshift – Monday to Sunday 19h00 – 07h00
- 4.1.2. Public holidays - 19h00 – 07h00 & 07h00 – 19h00

### 4.2. Function of the Service Provider

The Service Provider must:

- 4.2.1. Ensure that personnel are deployed at sites on time, in correct attire and in possession of the necessary equipment.
- 4.2.2. Ensure that premises and guards are visited and inspected during a shift period excluding shift changes. The visit must be entered into the logbook of the guard.
- 4.2.3. Report any emergencies and possible illegal activities to Cape Agulhas Municipality control room immediately.
- 4.2.4. Control and supervise all personnel on duty.
- 4.2.5. If a service provider fails to comply with any of its functions, it may result in the contract being cancelled.
- 4.2.6. The Service Provider shall be held absolutely liable for any loss, theft, or damage to Municipal assets that occurs on a guarded site during their contracted shift, unless the Service Provider can provide conclusive evidence that the loss occurred due to circumstances entirely beyond the control of the deployed guards (e.g., natural disaster, or a documented, successful armed robbery where all protocols were followed).
- 4.2.7. Any guard reported for misconduct, absenteeism, or dereliction of duty must be replaced within 24 hours with a qualified PSIRA-registered guard at no additional cost to the Municipality.
- 4.2.8. The Service Provider must maintain the capacity, statutory compliance, personnel, supervision, equipment, control room access and operational readiness required to provide uninterrupted security services for the full contract period. Failure to maintain such capacity or compliance may result in the Municipality allocating work to the next-ranked appointed service provider, without prejudice to any contractual remedies available to the Municipality.

### 4.3. Function of guards:

The guard on duty at the municipal site must:

- 4.3.1. Be on duty at least 15 minutes before the start of the shift and he/she may not leave the site before the time the shift has ended.
- 4.3.2. Fill in a daily log sheet indicating the following:
  - 4.3.2.1. Shift start time
  - 4.3.2.2. Shift end time
  - 4.3.2.3. Visitors to the site – entrance and exit times
- 4.3.3. Record inspection results and activities on hourly basis.
- 4.3.4. Report all emergencies and possible illegal activities to the designated managers.
- 4.3.5. Ensure that no unauthorized person enters the premises.

4.3.6. Patrol the facilities and perimeters of the site, at least once every hour, with proof of patrol recorded via a Guard Monitoring System (e.g., patrol clocking points or GPS tracking).

**4.4. Special Conditions**

**4.4.1. Security Personnel**

**4.4.1.1.** The following is required by all security personnel:

When on duty:

- (a) Personnel must be dressed in full company security uniform when on duty.
- (b) Guards must be in possession of a truncheon, torch, and a two-way communication device.
- (c) Security personnel must wear an ID card whilst on duty in such a manner that it can be clearly seen. The ID card must contain the members' name, surname, PSIRA number, employee number and a photo of the employee.

4.4.2. All personnel must be registered with PSIRA.

4.4.3. Security personnel must be registered as a company employee with PSIRA.

4.4.4. All personnel must have police clearance and may not have a criminal record. A six monthly report regarding the police clearance of all guards must be submitted with the monthly report.

4.4.5. All guards must at least have a Grade D security grading.

4.4.6. All guards must be fluent in two of the three official languages of the Western Cape.

**4.5. Minimum requirements**

The following are the minimum requirements which must be met for a tender to be evaluated:

Bidders must comply with all the Minimum / Technical Requirements as listed below. **Failure to comply with or submit any of the supporting documentation listed below will result in your bid being disqualified.**

Item description	Please indicate with an "X" whether the offer complies with the requirements.		
	YES	NO	Comment
<p>(a) Bidder must have a control room which is manned 24/7 from which monitoring will take place. The control room <b>must</b> be within the <b>Western Cape</b> area.</p> <p>Proof of address must be submitted with the tender documents. The bidder must have, or have legally binding access to, a functional 24/7 control room or central station capable of supporting the required security services. The control room must be situated within the Western Cape.</p> <p>The bidder must submit the following with the tender:</p> <ul style="list-style-type: none"> <li>a) Physical address of the control room.</li> <li>b) Proof of ownership, lease agreement or written access agreement.</li> <li>c) Proof of PSIRA registration of the bidder.</li> </ul>			

	<p>d) Proof of SAIDSA registration/accreditation where applicable, or equivalent proof of control room capability acceptable to the Municipality.</p> <p>e) Emergency contact numbers.</p> <p>f) Staffing/shift plan confirming 24/7 operation.</p> <p>g) Proof of communication systems, including radio, telephone and/or electronic monitoring capability.</p> <p>h) Proof of backup power or emergency backup arrangements.</p> <p>i) Photographs of the control room and equipment.</p> <p>The Municipality reserves the right to verify the control room through desktop verification, telephonic testing, virtual inspection and/or physical inspection by officials delegated by SCM, the User Department, Law Enforcement or any other authorized municipal representative.</p> <p>The bidder must make the control room available for verification within two working days of written request. Failure to provide the required proof, refusal to allow verification, or submission of false or misleading information may result in the bid being declared non-responsive or, after award, may constitute breach of contract.</p>			
(b)	<p>The bidder must be registered with the following bodies and proof of registration must be submitted with the bid:</p> <p>the Private Security Industry Regulatory Authority (PSIRA) or South African Intruder Detection Services Association (SAIDSA).</p>			
(c)	<p>The base station or control room must have an electronic two-way radio base set and an emergency back-up service.</p>			
(d)	<p>Emergency radios with spare battery</p>			
(e)	<p>Remote live tracker device</p>			
(f)	<p>The registered premises must have an administration officer working during normal office hours</p>			
(g)	<p>Control Room must comply with PSIRA regulations proof of compliance must be submitted with the tender</p>			
(h)	<p>Guards must be paid equal to or above required PSIRA salary rates. Salary rates must be provided with tender documents.</p>			
(i)	<p>All employees must be registered with PSIRA, and proof of registration must be submitted with the tender</p>			
(j)	<p>Proof of Public Liability Insurance Policy to the value of at least R5 Million providing cover against all claims (including theft, vandalism, and damage to Municipal assets, claims related to the use or misuse of firearms), against the Council, Contractor or its employees.</p>			
(k)	<p>Two (2) road worthy vehicles. Proof of ownership or lease agreement submitted with tender documents.</p>			

#### 4.6. EVALUATION AND ADJUDICATION

- 4.6.1. All items will be evaluated and awarded individually where applicable.
- 4.6.2. This tender will be awarded per area, e.g. Bredasdorp, Waenhuiskrans, Struisbaai, L'Agulhas & Napier, as specified in the Pricing Schedule.
- 4.6.3. It should be noted that the sites listed below, and the quantities provided are just an estimate for evaluation purpose.
- 4.6.4. The Cape Agulhas Municipality may cancel, reduce or increase the number of security guards since cameras may be installed in the future.
- 4.6.5. The Cape Agulhas Municipality will give 30 days' notice to the successful bidder regarding the cancellation, reduction or increase in number of security guards required.

EXISTING SITES	PERIOD
<b>BREDASDORP</b>	
Bredasdorp Thusong Centre	day & night
Municipal Material Recovery Park (P&B Lime Works)	day & night
Municipal Landfill Site	day & night
Anene Booysen Urban Park	day & night
Bredasdorp water treatment works	night
Bredasdorp wastewater treatment works	day & night
Glaskasteel / Sportsground	day & night
<b>Ad-hoc Events</b>	
Municipal Stores yard	as & when required
Campsite - Suikerbossie	as & when required
Bredasdorp boreholes	as & when required
Ou Meule Square Containers	as & when required
Lesedi Square Containers	as & when required
Waterkant Street ablution facilities	as & when required
Other Municipal Events	as & when required
<b>WAENHUISKRANS</b>	
Campsite A (existing service provider till 30 June 2027)	Des/ Jan School Holidays & Easter Holidays (as & when required)
<b>Ad-hoc Events</b>	
Waenhuiskrans Sportsground	as & when required
Municipal Stores	as & when required
Municipal Landfill Site	as & when required
Waenhuiskrans WWTW	as & when required
Community Hall / Library	as & when required

<b>Struisbaai</b>	
Campsite A	Des/ Jan School Holidays & Easter Holidays
Campsite B - Struisbaai North	
Duikerstrand (Blue Flag Beach)	10 Des - 10 Jan annually
<b>Ad-hoc Events</b>	
Municipal Landfill Site	as & when required
Municipal Stores	as & when required
Struisbaai Sportsground	as & when required
Struisbaai Des/ Jan School Holidays & Easter Holidays	as & when required
Struisbaai North WWTW	as & when required
Municipal Stores	as & when required
Struisbaai North Library	as & when required
Community Hall / Library	as & when required
<b>L'Agulhas</b>	
Campsite A	Des/ Jan School Holidays & Easter Holidays
Campsite B - Stinkbaai	
<b>Ad-hoc Events</b>	
Municipal Stores	as & when required
<b>Napier</b>	
Napier Sportsground	day & night
<b>Ad-hoc Events</b>	
Napier Offices	as & when required
Municipal Landfill Site	as & when required
Napier WTW	as & when required
Napier boreholes	as & when required
Napier kerkhof reservoirs	as & when required
Napier WWTW	as & when required
Community Hall / Library	as & when required
Municipal Stores	as & when required
<b>Spanjaardskloof</b>	
Spanjaardskloof water treatment works	as & when required
<b>Guard duties with Patrol dog</b>	
Bredasdorp	as & when required
Waenhuiskrans	as & when required
Struisbaai	as & when required
Napier	as & when required
Spanjaardskloof	as & when required
L'Agulhas	as & when required

#### **4.7. Contractor evaluation / management**

4.7.1. The Cape Agulhas Municipality evaluates Service Providers monthly. The points allocated monthly for the performance range from 1(poor) to 5(excellent). If service delivery is less than satisfactory (3 points), the service provider will be informed and instructed to rectify the shortcoming within a said period. If the situation is not rectified, further steps may be taken, and the contract may be cancelled.

4.7.2. Service providers will be evaluated on the following Key Performance Indicators (KPI's):

**4.7.2.1.** Guards on duty at specified time and place, in correct uniform and in possession of correct equipment.

**4.7.2.2.** Guards' conduct conducive with the image of the Cape Agulhas municipality.

**4.7.2.3.** Registers kept up to date and available for inspection. Monthly reports submitted 10 days after the end on each month.

#### **4.8. Contract Termination and Exit Clauses**

4.8.1. Immediate Termination for Gross Material Breach: The Municipality reserves the right to terminate the contract with immediate effect, without prejudice to any other rights or remedies, upon the occurrence of any of the following: a) Repeated failure (3 or more incidents within 6 months) to maintain minimum guard complement due to labor disputes, strikes, or absenteeism. b) Any single incident of theft, vandalism, or damage to Municipal assets exceeding R50,000 (or other defined threshold) where the Service Provider's negligence is established. c) Loss of PSIRA registration or failure to comply with any PSIRA directive.

4.8.2. Termination for Convenience: The Municipality may, at its sole discretion, terminate this contract, in whole or in part, for operational or business convenience by providing the Service Provider with no less than 7 (seven) calendar days' written notice. In such an event, the Service Provider shall only be entitled to payment for services duly delivered and accepted up to the effective date of termination. No claims for anticipated profits, loss of income, or consequential damages shall be entertained

4.8.3. Handover Period: Upon termination, the Service Provider shall cooperate fully with the Municipality and any successor Service Provider to ensure a smooth transition, including the immediate handover of all site keys, access codes, logbooks, and operational plans. Failure to comply will result in a penalty of R5,000 per day until full compliance is achieved.

#### **5. INFORMATION TO BE PROVIDED BY THE BIDDER**

5.1. References and their contact details

5.2. Proof of vehicle ownership or copy of lease agreement

5.3. Proof of PSIRA registration of the company and staff. Submission of PSIRA certificates without verifiable proof of employment will be deemed non-compliant.

5.4. Proof of PSIRA compliance with the control room

5.5. Proof of public liability insurance

5.6. 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.

5.7. The successful bidder shall furnish a performance guarantee equivalent to 5% of the annual contract value, valid for the full duration of the contract.

## 6. SCHEDULE OF PENALTIES APPLICABLE TO ALL SECURITY SERVICE PROVIDERS

Failure to comply with the performance standards outlined below (Penalty Schedule) will result in financial deductions from the monthly invoice and will lead to written warnings and penalties as applicable. Penalties will be implemented as per the schedule below.

NO	DESCRIPTION	PENALTY FEE
1	Failure to have a working radio communication and cell phone per site (including vehicle disc and license scanners)	R3 000
2	Failure to make use of the JCPZ installed clock-in button system for patrols / reporting for duty and exiting time and this system per site (including vehicle disc and license scanners)	R2000 & a written warning
3	Failure to clock is proof of not patrolling	R1000 per site per incident per shift
4	Failure to have written signed and documented security operational plan per site	R2 000
5	Failure to Submit a Weekly report per site (consolidated) (including vehicle disc and license scanners)	R3 000
6	Failure to Submit a Monthly report per site (including -RSSS on Vehicle)	R2000 per site per shift
7	Late posting or "early departure" of any kind	R1 000
8	Failure of Guard to be in uniform	R1000 per site per shift
9	Failure of Guard - produce a PSIRA Card or Company card with PSIRA Number	R3000 & a written warning
10	Site deserting — Guard must be removed from site and not posted in any of the Cape Agulhas Municipality Sites	R2 000
11	Failure to Submit the initial Incident reports within 12hours via -e-mail to Cape Agulhas Municipality Security Manager	R3000 & a written warning
12	Failure to Submit the Final Incident Report within 48hours via e-mail to Cape Agulhas Municipality Security Manager	2000 Replace stolen assets & a written warning
13	Failure to have a register / OB Book per site guarded & record incidents (including vehicle disc and license scanners)	R3000 & a written warning
14	Negligent Failure to safeguard assets	R10 000
	Failure to prevent loss, theft, or damage to Municipal assets	Replace stolen assets & a written warning
15	Failure to comply with any formal/written or e-mailed directive communicated or TSSS deployment instructions (including vehicle disc and license scanners)	R3 000
16	Failure to post guards as per agreed site specification or instruction, e.g. unarmed instead of armed or wrong grade. Posting a guard that is not registered with PSIRA (including vehicle disc and license scanners)	R1000 per site per shift
17	Guard Sleeping on duty with picture evidence	R1000 & a written warning
18	Failure to undertake 1 (one) site supervision visits per shift (OB Picture) On Cases Reported to SAPS Bribery of guards' event & entry Fees	R3000 & a written warning
19	Failure to maintain the minimum required guard complement due to any labor dispute, strike, or unauthorized absence.	R5000 per guard & No work no pay to service provider - per guard who did not report for duty per site & written warning
20	Failure to use vehicle disc and license scanners and to have Tactical gear on their response guard/officers	R3 000
21	Failure to immediately report any incident of vandalism or attempted theft to the Municipality Security Manager and SAPS within 30 minutes of discovery.	R5,000 per incident AND a written warning
22	Posting a guard who has been previously removed from a Cape Agulhas Municipality site (as per Item 10) at any other Municipal site.	R10,000 per incident AND immediate termination of the contract.

**FUNCTIONAL EVALUATION CRITERIA**

Please note that points scored for Quality (functionality) will not have an influence on the total tender evaluation points and will therefore not affect the ranking of the tenderers, it will only be regarded as a pre-qualification.

THE CRITERIA to be applied in evaluating the proposal is set out in the table below:

Calculate the points for functionality according to the following formula:

$$P_s = S_o/M_s \times A_p$$

Where

$P_s$	=	Percentage scored for functionality by bid under consideration
$S_o$	=	Total score of bid/proposal under consideration
$M_s$	=	Maximum possible score = 5
$A_p$	=	percentage allocated for functionality = 50

Criterion	Weight
1) Relevant Experience (Schedule 1F)	50

**EVALUATION CRITERION**

Tenderers must have successfully completed (please note that current projects will not be included in the evaluation) at least **5** projects of a similar scope and nature in the last 5 years. Refer to the table below for a measurement of how points will be awarded against this criterion.

A detailed list of successfully completed projects must be completed in **Schedule 1F**. Projects of a similar scope and nature is security services

RELEVANT EXPERIENCE	
<b>INDICATOR</b>	<b>Evaluation Criteria for Relevant Experience:</b> Number of similar/ same type projects completed by the contractor in the last 5 years) <b>with reference letters</b> )
1	The tenderer has completed 1 project in the last 5 years
2	The tenderer has completed 2 projects in the last 5 years
3	The tenderer has completed 3 projects in the last 5 years
4	The tenderer has completed <b>5</b> projects in the last 5 years
5	The tenderer has completed <b>more than 5</b> projects in the last 5 years
	Total Score (Indicator /5 x 50) out of 50 maximum points

Bidders must score a minimum of **80%** to be considered. Please provide Successful references.

Signed ..... Date .....

Name ..... Position.....

Tenderer .....

**PRICING SCHEDULE**

**PLEASE NOTE**

- All bids must be submitted on the official forms supplied by the municipality.
- Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- The prices cast must include all costs, labour, transport, etc, all related costs of bringing the service to council, without any hidden costs.
- The rate shall remain fixed for the duration of the tender. No other price adjustments, other than the prices and percentage increases disclosed in the tender pricing schedule, shall be allowed.
- The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
- In the case of the Bidder not being a registered VAT Vendor, both columns (sub-total/total excluding AND including VAT) must reflect the same amount.
- Please take note that bidders that do not complete the pricing schedule will be considered submitting a non-responsive bid.
- The quantities indicated are only estimates and might vary during the contract period due to the municipality's operational requirements and available budget. This is only indicated as such for evaluation purposes
- **Neither party is bound by the estimated quantities in the tables below as the tender will be awarded based on the rates to a service provider.**
- More than one supplier may be appointed per town in order to minimize disruptions in service delivery.

	INDICATE WITH AN „X“							
<b>Are you/is the firm a registered VAT Vendor</b>	<b>YES</b>				<b>NO</b>			
<b>If “YES”, please provide VAT number</b>								

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

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

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

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

Signed .....

Date .....

#	A Shifts	Unit of measure	BREDASDORP (A)						
			Rate per guard per shift(Year 1) Excl. VAT	Rate per guard per shift(Year 2) Excl. VAT	Rate per guard per shift(Year 3) Excl. VAT	est. Quantity	Total (year 1)	Total (year 2)	Total (year 3)
A.1	Weekdays - Day Shift (Monday - Friday)	Rate per guard per shift				147			
A.2	Weekdays - Night Shift (Monday - Thursday)	Rate per guard per shift				140			
A.3	Weekend (day shift) (Saturday & Sunday)	Rate per guard per shift				56			
A.4	Weekend (night shift) (Friday - Sunday)	Rate per guard per shift				84			
A.5	Public Holidays (Day Shift )	Rate per shift per guard				11			
A.6	Public Holidays (Night Shift )	Rate per shift per guard				11			
<b>SUB TOTAL</b>							R	R	R
<b>15% VAT</b>							R	R	R
<b>TOTAL</b>							R	R	R
Total over 3 years carried over to summary page							R		

#	A Shifts	Unit of measure	BREDASDORP (B)						
			Rate per guard per shift(Year 1) Excl. VAT	Rate per guard per shift(Year 2) Excl. VAT	Rate per guard per shift(Year 3) Excl. VAT	est. Quantity	Total (year 1)	Total (year 2)	Total (year 3)
#	<b>B. Guard duties with Patrol dog (as and when required)</b>								
B.1	Weekdays - Day Shift	Rate per shift per guard with dog				1			
B.2	Weekdays - Night Shift	Rate per shift per guard with dog				1			
B.3	Weekend (day shift) (Saturday & Sunday)	Rate per shift per guard with dog				1			
B.4	Weekend (night shift) (Friday - Sunday)	Rate per shift per guard with dog				1			
B.5	Public Holidays (Day Shift )	Rate per shift per guard with dog				1			
B.6	Public Holidays (Night Shift )	Rate per shift per guard with dog				1			
SUB TOTAL							R	R	R
15% VAT							R	R	R
TOTAL							R	R	R
Total over 3 years carried over to summary page							R		

#	A Shifts	Unit of measure	STRUISBAAI (A)						
			Rate per guard per shift(Year 1) Excl. VAT	Rate per guard per shift(Year 2) Excl. VAT	Rate per guard per shift(Year 3) Excl. VAT	est. Quantity	Total (year 1)	Total (year 2)	Total (year 3)
A.1	Weekdays - Day Shift (Monday - Friday)	Rate per guard per shift				60			
A.2	Weekdays - Night Shift (Monday - Thursday)	Rate per guard per shift				60			
A.3	Weekend (day shift) (Saturday & Sunday)	Rate per guard per shift				20			
A.4	Weekend (night shift) (Friday - Sunday)	Rate per guard per shift				30			
A.5	Public Holidays (Day Shift )	Rate per shift per guard				11			
A.6	Public Holidays (Night Shift )	Rate per shift per guard				11			
<b>SUB TOTAL</b>							R	R	R
<b>15% VAT</b>							R	R	R
<b>TOTAL</b>							R	R	R
<b>Total over 3 years carried over to summary page</b>							R		

#	A Shifts	Unit of measure	STRUISBAAI (B)						
			Rate per guard per shift(Year 1) Excl. VAT	Rate per guard per shift(Year 2) Excl. VAT	Rate per guard per shift(Year 3) Excl. VAT	est. Quantity	Total (year 1)	Total (year 2)	Total (year 3)
#	<b>B. Guard duties with Patrol dog (as and when required)</b>								
B.1	Weekdays - Day Shift	Rate per shift per guard with dog				1			
B.2	Weekdays - Night Shift	Rate per shift per guard with dog				1			
B.3	Weekend (day shift) (Saturday & Sunday)	Rate per shift per guard with dog				1			
B.4	Weekend (night shift) (Friday - Sunday)	Rate per shift per guard with dog				1			
B.5	Public Holidays (Day Shift )	Rate per shift per guard with dog				1			
B.6	Public Holidays (Night Shift )	Rate per shift per guard with dog				1			
<b>SUB TOTAL</b>							R	R	R
<b>15% VAT</b>							R	R	R
<b>TOTAL</b>							R	R	R
Total over 3 years carried over to summary page							R		

#	A Shifts	Unit of measure	L'AGULHAS (as & when required) (A)						
			Rate per guard per shift(Year 1) Excl. VAT	Rate per guard per shift(Year 2) Excl. VAT	Rate per guard per shift(Year 3) Excl. VAT	est. Quantity	Total (year 1)	Total (year 2)	Total (year 3)
A.1	Weekdays - Day Shift (Monday - Friday)	Rate per guard per shift				1			
A.2	Weekdays - Night Shift (Monday - Thursday)	Rate per guard per shift				1			
A.3	Weekend (day shift) (Saturday & Sunday)	Rate per guard per shift				1			
A.4	Weekend (night shift) (Friday - Sunday)	Rate per guard per shift				1			
A.5	Public Holidays (Day Shift )	Rate per shift per guard				1			
A.6	Public Holidays (Night Shift )	Rate per shift per guard				1			
<b>SUB TOTAL</b>							R	R	R
<b>15% VAT</b>							R	R	R
<b>TOTAL</b>							R	R	R
Total over 3 years carried over to summary page							R		

#	A Shifts	Unit of measure	L'AGULHAS (as & when required) (B)						
			Rate per guard per shift(Year 1) Excl. VAT	Rate per guard per shift(Year 2) Excl. VAT	Rate per guard per shift(Year 3) Excl. VAT	est. Quantity	Total (year 1)	Total (year 2)	Total (year 3)
#	<b>B. Guard duties with Patrol dog (as and when required)</b>								
B.1	Weekdays - Day Shift	Rate per shift per guard with dog				1			
B.2	Weekdays - Night Shift	Rate per shift per guard with dog				1			
B.3	Weekend (day shift) (Saturday & Sunday)	Rate per shift per guard with dog				1			
B.4	Weekend (night shift) (Friday - Sunday)	Rate per shift per guard with dog				1			
B.5	Public Holidays (Day Shift )	Rate per shift per guard with dog				1			
B.6	Public Holidays (Night Shift )	Rate per shift per guard with dog				1			
SUB TOTAL							R	R	R
15% VAT							R	R	R
TOTAL							R	R	R
Total over 3 years carried over to summary page							R		

#	A Shifts	Unit of measure	NAPIER, KLIPDALE / PROTEM (as & when required) (A)						
			Rate per guard per shift(Year 1) Excl. VAT	Rate per guard per shift(Year 2) Excl. VAT	Rate per guard per shift(Year 3) Excl. VAT	est. Quantity	Total (year 1)	Total (year 2)	Total (year 3)
A.1	Weekdays - Day Shift (Monday - Friday)	Rate per guard per shift				1			
A.2	Weekdays - Night Shift (Monday - Thursday)	Rate per guard per shift				1			
A.3	Weekend (day shift) (Saturday & Sunday)	Rate per guard per shift				1			
A.4	Weekend (night shift) (Friday - Sunday)	Rate per guard per shift				1			
A.5	Public Holidays (Day Shift )	Rate per shift per guard				1			
A.6	Public Holidays (Night Shift )	Rate per shift per guard				1			
<b>SUB TOTAL</b>							R	R	R
<b>15% VAT</b>							R	R	R
<b>TOTAL</b>							R	R	R
Total over 3 years carried over to summary page							R		

#	A Shifts	Unit of measure	NAPIER, KLIPDALE / PROTEM (as & when required) (B)						
			Rate per guard per shift(Year 1) Excl. VAT	Rate per guard per shift(Year 2) Excl. VAT	Rate per guard per shift(Year 3) Excl. VAT	est. Quantity	Total (year 1)	Total (year 2)	Total (year 3)
#	<b>B. Guard duties with Patrol dog (as and when required)</b>								
B.1	Weekdays - Day Shift	Rate per shift per guard with dog				1			
B.2	Weekdays - Night Shift	Rate per shift per guard with dog				1			
B.3	Weekend (day shift) (Saturday & Sunday)	Rate per shift per guard with dog				1			
B.4	Weekend (night shift) (Friday - Sunday)	Rate per shift per guard with dog				1			
B.5	Public Holidays (Day Shift )	Rate per shift per guard with dog				1			
B.6	Public Holidays (Night Shift )	Rate per shift per guard with dog				1			
SUB TOTAL							R	R	R
15% VAT							R	R	R
TOTAL							R	R	R
Total over 3 years carried over to summary page							R		

#	A Shifts	Unit of measure	WAENHUISKRANS (as & when required) (A)						
			Rate per guard per shift(Year 1) Excl. VAT	Rate per guard per shift(Year 2) Excl. VAT	Rate per guard per shift(Year 3) Excl. VAT	est. Quantity	Total (year 1)	Total (year 2)	Total (year 3)
A.1	Weekdays - Day Shift (Monday - Friday)	Rate per guard per shift				40			
A.2	Weekdays - Night Shift (Monday - Thursday)	Rate per guard per shift				20			
A.3	Weekend (day shift) (Saturday & Sunday)	Rate per guard per shift				15			
A.4	Weekend (night shift) (Friday - Sunday)	Rate per guard per shift				15			
A.5	Public Holidays (Day Shift )	Rate per shift per guard				1			
A.6	Public Holidays (Night Shift )	Rate per shift per guard				1			
<b>SUB TOTAL</b>							R	R	R
<b>15% VAT</b>							R	R	R
<b>TOTAL</b>							R	R	R
Total over 3 years carried over to summary page							R		

#	A Shifts	Unit of measure	WAENHUISKRANS (as & when required) (B)						
			Rate per guard per shift(Year 1) Excl. VAT	Rate per guard per shift(Year 2) Excl. VAT	Rate per guard per shift(Year 3) Excl. VAT	est. Quantity	Total (year 1)	Total (year 2)	Total (year 3)
#	<b>B. Guard duties with Patrol dog (as and when required)</b>								
B.1	Weekdays - Day Shift	Rate per shift per guard with dog				1			
B.2	Weekdays - Night Shift	Rate per shift per guard with dog				1			
B.3	Weekend (day shift) (Saturday & Sunday)	Rate per shift per guard with dog				1			
B.4	Weekend (night shift) (Friday - Sunday)	Rate per shift per guard with dog				1			
B.5	Public Holidays (Day Shift )	Rate per shift per guard with dog				1			
B.6	Public Holidays (Night Shift )	Rate per shift per guard with dog				1			
<b>SUB TOTAL</b>							R	R	R
<b>15% VAT</b>							R	R	R
<b>TOTAL</b>							R	R	R
<b>Total over 3 years carried over to summary page</b>							R		

#	A Shifts	Unit of measure	SPANJAARDSKLOOF (as & when required) (A)						
			Rate per guard per shift(Year 1) Excl. VAT	Rate per guard per shift(Year 2) Excl. VAT	Rate per guard per shift(Year 3) Excl. VAT	est. Quantity	Total (year 1)	Total (year 2)	Total (year 3)
A.1	Weekdays - Day Shift (Monday - Friday)	Rate per guard per shift				40			
A.2	Weekdays - Night Shift (Monday - Thursday)	Rate per guard per shift				20			
A.3	Weekend (day shift) (Saturday & Sunday)	Rate per guard per shift				15			
A.4	Weekend (night shift) (Friday - Sunday)	Rate per guard per shift				15			
A.5	Public Holidays (Day Shift )	Rate per shift per guard				1			
A.6	Public Holidays (Night Shift )	Rate per shift per guard				1			
<b>SUB TOTAL</b>							R	R	R
<b>15% VAT</b>							R	R	R
<b>TOTAL</b>							R	R	R
Total over 3 years carried over to summary page							R		

#	A Shifts	Unit of measure	SPANJAARDSKLOOF (as & when required) (B)						
			Rate per guard per shift(Year 1) Excl. VAT	Rate per guard per shift(Year 2) Excl. VAT	Rate per guard per shift(Year 3) Excl. VAT	est. Quantity	Total (year 1)	Total (year 2)	Total (year 3)
#	<b>B. Guard duties with Patrol dog (as and when required)</b>								
B.1	Weekdays - Day Shift	Rate per shift per guard with dog				1			
B.2	Weekdays - Night Shift	Rate per shift per guard with dog				1			
B.3	Weekend (day shift) (Saturday & Sunday)	Rate per shift per guard with dog				1			
B.4	Weekend (night shift) (Friday - Sunday)	Rate per shift per guard with dog				1			
B.5	Public Holidays (Day Shift )	Rate per shift per guard with dog				1			
B.6	Public Holidays (Night Shift )	Rate per shift per guard with dog				1			
<b>SUB TOTAL</b>							R	R	R
<b>15% VAT</b>							R	R	R
<b>TOTAL</b>							R	R	R
<b>Total over 3 years carried over to summary page</b>							R		

## SUMMARY

	EXISTING SITES	TOTAL OVER 3 YEARS
1.	BREDASDORP (A)	R
2.	BREDASDORP (B)	R
3.	STRUISBAAI (A)	R
4.	STRUISBAAI (B)	R
5.	L'AGULHAS (A)	R
6.	L'AGULHAS (B)	R
7.	NAPIER, KLIPDALE / PROTEM (A)	R
8.	NAPIER, KLIPDALE / PROTEM (B)	R
9.	WAENHUISKRANS (A)	R
10.	WAENHUISKRANS (B)	R
11.	SPANJAARDSKLOOF (A)	R
12.	SPANJAARDSKLOOF (B)	R
	TOTAL (CARRIED OVER TO COVER PAGE)	R

**Please note:**

1. The tender to be awarded per area.
2. Quantities will be used for evaluation purposes only and must not be seen as actual.
3. Neither party is bound by the estimated quantities in the tables below as the tender will be awarded based on the rates to a service provider.

Signed .....

Date .....

It is a condition of bid that the taxes of the successful bidder must be in order, or that Satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to request their Tax Compliance Status which will include a unique PIN which you can provide to any third party (**if requested**) to enable them to verify your tax compliance status online via eFiling.
- 2 Request a TCC via eFiling which will give you the option to print the TCC Or request a TCC at a SARS branch where a SARS agent will be able to print or email the TCC to you.
- 3 The Tax Compliance Status Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4 A **Tax Compliance Status** is a holistic view of your tax compliance level across all your registered tax types.
- 5 If your tax compliance status is compliant, the SARS agent will be able to print or email you your TCC to the registered email address which SARS has on record for you.
- 6 **Please note:** If your tax compliance status reflects that you are non-compliant, you will not receive a TCC until you have rectified your compliance.
- 7 The **Tax Compliance status pin must** be submitted together with the bid. **Failure to submit** a Tax Compliance status pin **will result in the invalidation of the tender.**
- 8 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate **Tax Compliance Pin**.
- 9 **Please note that not all government institutions and private organisations will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, you must supply a printed TCC. It is envisaged that the PIN will, in time, replace the paper TCC.**

## TAX COMPLIANCE STATUS PIN

In terms of the Municipal Preferential Procurement Policy, tenderers must ensure that they are up to date with payments of taxes.

The tenderer **must** attach to this page a **Tax Compliance status pin**, as issued by the South African Revenue Service.

**Failure to submit** a Tax Compliance status pin **will result in the invalidation of the tender.**

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**SCHEDULE 1A: AUTHORITY OF SIGNATORY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

**A. Certificate for company**

I,....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on .....20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
 . Chairman  
 2.....  
 Date

**B. Certificate of partnership**

We, the undersigned, being the key partners in the business trading as ..... hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company .....

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for sole proprietor**

I, ....., hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....  
 Signature: Sole owner

2.....  
 Date

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

**SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

<b>Section 1: Enterprise details</b>	
<b>Name of enterprise</b>	
<b>Contact Person</b>	
<b>Email</b>	
<b>Telephone</b>	
<b>Cellphone</b>	
<b>Fax</b>	
<b>Physical Address</b>	
<b>Postal Address</b>	
<b>Central supplier database registration number</b>	MAAA

<b>Section 2: Particulars of companies and close corporations</b>	
<b>Company / Close Corporation registration number:</b>	

<b>Section 3: SARS information:</b>	
<b>Tax reference number:</b>	
<b>VAT registration number, if any:</b>	

<b>Section 4: PSIRA registration number:</b>	
--	--

**Section 5: Particulars of principles**  
**Principle:** means a natural person who is a partner in partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act. No. 71 of 2008) a member of a close corporation registered in terms of the Close Corporation Act, 1984 (Act No.69 of 1984)

Full name of principal	Identity number*	Personal income tax number*

\* Please complete and attach copies of Identity documents.

<b>Section 6: Banking Details of companies and close corporations</b>
Bank name and branch: .....
Bank account number: .....
Name of account holder: .....

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**SCHEDULE 1C: DOCUMENTS OF INCORPORATION (CK2)**

The Tenderer **must** attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

Signed ..... Date .....

Name ..... Position .....

Tenderer.....

**SCHEDULE 1D: PAYMENT OF MUNICIPAL ACCOUNTS**

In terms of the Municipal Supply Chain Management Policy and System and its Preferential Procurement Policy, tenderers **must** ensure that they are up-to date with their payments of municipal accounts.

The tenderer **must attach to this page**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the certificate for municipal services on the next page. In the event of leasing, a lease agreement **Must** be attached to the tender document.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

### DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

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 Cape Agulhas 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, ect.:

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)  
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.**

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

<b>Signature</b>	<b>Position</b>	<b>Date</b>

<p style="text-align: center;"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p><b>Apply official stamp of authority on this page:</b></p>
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**SCHEDULE 1E: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES**

A bidder who qualifies as an EME in terms of the B-BBEE Act **must** submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

A Bidder other than EME or QSE **must submit their original and valid B-BBEE status level verification certificate or a certified copy** thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

MINIMUM REQUIREMENTS FOR VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES (The following information must be on the face of the certificate)	Indicate with (x)	
	yes	no
The name and the physical location of the measured entity		
The registration number and, where applicable, the VAT number of the measured entity		
The date of issue and date of expiry		
The certificate number for identification and reference		
The scorecard that was used (for example EME, QSE or Generic)		
The name and / or logo of the verification Agency		
The SANAS logo		
The certificate must be signed by the authorized person from the Verification Agency		
The B-BBEE Status level of Contribution obtained by the measured entity.		

**Failure on the part of a bidder to claim, fill in and/or to sign CAMBD 6.1 and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.**

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

### 1 EMEs

#### **ONLY THE FOLLOWING WILL BE ACCEPTED:**

- 1.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership  
**or**
- 1.2. **A VALID** affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);  
**or**
- 1.3. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:
  - 1.3.1. A registered Auditor approved by the Independent Regulatory Board for Auditors (IRBA); **or**
  - 1.3.2. A verification Agency accredited by the South African National Accreditation System (SANAS).

### 2. QSEs

#### **ONLY THE FOLLOWING WILL BE ACCEPTED:**

- 2.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership  
**or**
- 2.2. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:
  - 2.2.1. A registered Auditor approved by IRBA; **or**
  - 2.2.2. A verification Agency accredited by SANAS.

### 2. BIDDERS OTHER THAN EMEs & QSE's

- 3.1. The bidder **MUST** submit either a **VALID ORIGINAL B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by:
  - 3.1.1. A Registered Auditor approved by IRBA; **or**
  - 3.1.2. A Verification Agency accredited by SANAS.

#### **WHEN CONFIRMING THE VALIDITY OF CERTIFICATES ISSUED BY AN AUDITOR REGISTERED WITH IRBA, THE FOLLOWING SHOULD BE DETAILED ON THE FACE OF THE CERTIFICATE:**

- 4.1. The Auditor's letterhead with FULL contact details;
- 4.2. The Auditor's practice number;
- 4.3. The name and physical location of the measured entity;
- 4.4. The registration number and, where applicable, the VAT number of the measured entity;
- 4.5. The date of issue and date of expiry;
- 4.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
- 4.7. The total black shareholding and total black female shareholding.

## SCHEDULE 1F: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

The following is a statement of projects successfully completed by our company. This schedule will be used to conduct a risk assessment of the Tenderers capacity to undertake the project and all information must be completed in full or the Tender may be considered non-responsive. Indication of Competence / Ability to Perform Successfully

List of recent or previous work of a similar nature within the last 5 years undertaken by the firm **MUST** be completed, **excluding references from Cape Agulhas Municipality**.

Employer (Name, Tel, Fax, Email)		Nature of work	Value of work (Incl. VAT)	Date started	Date completed
<b>1.</b>	Name of entity		R	____/____/____	____/____/____
	Contact Person				
	Tel				
	Email				
<b>2.</b>	Name of entity		R	____/____/____	____/____/____
	Contact Person				
	Tel				
	Email				
<b>3.</b>	Name of entity		R	____/____/____	____/____/____
	Contact Person				
	Tel				
	Email				
<b>4.</b>	Name of entity		R	____/____/____	____/____/____
	Contact Person				
	Tel				
	Email				
<b>5.</b>	Name of entity		R	____/____/____	____/____/____
	Contact Person				
	Tel				
	Email				

**The Cape Agulhas Municipality will verify all information submitted in terms of this bid and any information that is incorrect will result in that bid being automatically disqualified and not considered further. Therefore, it is stressed that the contact firm or person of the bidder must be willing to confirm the information in writing on the request by the Municipality.**

**The Bidder hereby confirms that the information given above is true and correct:**

Signed.....

Date.....

Name.....

Tenderer.....

## SCHEDULE 1F: REFERENCES



### ASSESSMENT OF BIDDER'S PAST PERFORMANCE BY INDEPENDENT REFERENCE

(This must be sent by the bidder to the references listed in the Schedule of Work Satisfactorily Carried Out by The Tenderer. This form must be completed for **each project listed in Schedule 1F** by the authorized persons of the bidder's current or previous clients. Forms which are neither complete, nor signed nor stamped will not be considered for evaluation.

**All assessment forms must be attached with the tender submission.**

<b>Name of the Entity:</b>					
<b>Contact Person:</b>					
<b>Contact Number:</b>					
<b>Email Address:</b>					
<b>Description of Work/Projects:</b>					
<b>Tender Number:</b>					
<b>Date of Commencement:</b>					
<b>Duration of Contract:</b>					
<b>Contract Completion Date:</b>					
<b>Name of Bidder:</b>					
<b>Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the righthand side: 1=Poor; 5=Excellent</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Turn-around times					
Quality of Product/ Service					
Accessibility and Availability					
Reliability					
Customer Satisfaction					
<b>1=Poor; 2=Unsatisfactory; 3=Average; 4=Good; 5=Excellent</b>					
<b>COMMENTS</b>					
<b>SIGNATURE OF THE RESPONSIBLE OFFICIAL:</b>					
<b>OFFICIAL STAMP:</b>					

SIGNED ON BEHALF OF TENDERER: .....

**SCHEDULE 1H: STAFF REGISTER - INDIVIDUALS ENVISAGED TO BE EMPLOYED FOR THE SECURITY SERVICES**

I/we the tenderer, notify the Cape Agulhas Municipality that it is our intention to employ the following individuals to work in this contract. **Must be completed.**

Name & Surname	Residential Address	Identity Number												Is a copy of the ID document attached? (Indicate with an "X")		Is proof of Security Board attached? (Indicate with an "X")	
															YES	NO	YES

**THE BIDDER MUST PROVIDE A LIST OF NAMES AND ADDRESSES OF PROSPECTIVE EMPLOYEES TO BE EMPLOYED, AS WELL AS COPIES OF THEIR IDENTITY DOCUMENTS.**

**SCHEDULE 1I: PROOF OF REGISTRATION WITH THE SECURITY OFFICERS BOARD**

The Tenderer must attach to this page a valid copy of their Certificate of Registration with the Security Officers Board. (e.g PSIRA)

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993**

**INTRODUCTION**

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of his employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatary that performs work on behalf of the employer on his/her premises.

A "mandatary" is defined in the said Act as: - "Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"

In terms of Section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place

between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the management of Cape Agulhas Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honored at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non-compliance will be issued. All work will be stopped, reasons for non-compliance must be given including the corrective action that will be taken to rectify the situation must be stipulated.

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

**Cape Agulhas 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 to be handed in, in this regard.**

**WRITTEN AGREEMENT**

This is a written agreement between  
**CAPE AGULHAS MUNICIPALITY**  
And

\_\_\_\_\_ (Name of the MANDATARY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, \_\_\_\_\_

representing the MANDATARY do hereby acknowledge that \_\_\_\_\_

(mandatary) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the health and safety requirements and to liaise with the municipality should I, for whatever reason, be unable to perform in terms of this agreement.

Signed on this ..... day of ..... 2026 at .....

On behalf of MANDATARY .....

Signature .....

On behalf of the MUNICIPALITY .....

## **SPECIAL CONDITIONS**

The following general conditions will apply to the tender:

1. **All bids must be submitted on the official forms supplied by the municipality.**
2. Under no circumstances, whatsoever may the bid forms be redrafted.
3. Subject to the provisions of clause 5 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.
4. **The use of correction fluid / tape is prohibited.**
5. Notwithstanding the provisions of clause 3 of this document, alterations and/or corrections may only be affected as follows:
  - 5.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected) and initialing in the margin next to each and every alteration or correction.
  - 5.2 All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not affected in accordance with clause 5.1 above, will be rejected.
6. Bids submitted must be complete in all respects.
  - 6.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
  - 6.2 The bidder must ensure that his/her bid document is securely bound.
    - 6.2.1 All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents.
    - 6.2.2 The Municipality will not take any responsibility for missing / lost pages, in cases where the bidder submits loose pages (not securely attached to the bid document or annexure with supporting documents).
7. All schedules as well as the following documents **must** be completed and submitted with the bid documents, failure to complete and submit the following will invalidate your bid:
  - a) **CAMBD 1** - Invitation to Bid
  - b) **CAMBD 4** - Declaration of Interest
  - c) **CAMBD 6.1** - Preference Points Form in Terms of The Preferential Procurement Regulations 2022
  - d) **CAMBD 8** - Declaration of Bidder's Past Supply Chain Management Practices
  - e) **CAMBD 9** - Certificate of Independent Bid Determination
  - f) **Form of Offer and Acceptance**
8. We undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
9. A firm completion period/date must be indicated from the official order date.
10. No bid will be accepted from persons in the service of the state.
11. Sealed tender marked "**Tender Nr: SCM2/2026/27 PROVISION OF SECURITY SERVICES**" must be placed in the tender box at the Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280 not later than 12:00 on **Friday, 19 June 2026** after which it will be opened in the public.
12. Any bid received without the "Bid Number and / or Title" clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered.
13. Council reserves the right not to accept any tender. No faxes or e-mails will be accepted and **only the supplied municipal tender form may be used.**
14. A Tax Compliance status pin as issued by the South African Revenue Service, **must** be submitted with the tender, otherwise the tender will be disqualified.
15. The 80/20 scoring system, as stated in the Cape Agulhas Municipal Supply Chain Management Policy, will be used when considering tenders.
16. **PAYMENT OF MUNICIPAL ACCOUNTS (SCHEDULE 1 D)**

The tenderer **must attach** a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the **certificate for municipal services** and must be verified by the Municipality where account is held. In the event of leasing, a lease agreement **must** be attached to the tender document.

17. Please note that any suspicious collusive bidding behaviour and restrictive practices by bidders will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.
18. **The tender must be valid up to 90 days after the closing date.**
19. The Accounting Officer, or his/her duly appointed delegate, shall when the evaluation or adjudication of a bid is envisaged to go beyond the validity period as stipulated in the bid documentation, request bidders to extend the validity of their bids.
20. Bidders may either accept or reject the extended validity period and those who do not wish to extend the validity period would be regarded as non-responsive and would be excluded from further evaluation
21. Any bid received after the appointed time for the closing of bids shall not be considered but **shall be filled unopened** with other bids received, which bid(s) can be returned to the bidder at his request and cost.
22. **PRICING**
- 22.1 Rates and prices offered by the bidder **must** be written into the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorized signatory.
- 22.2 All prices shall be quoted in South African currency, and be **INCLUSIVE OF Value Added Tax (VAT)**
- 22.3 Bid prices must include all expenses, disbursements, and costs (e.g., transport, accommodation etc..) which may be required for the execution of the bidder's obligations in terms of the contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 22.4 All bid prices will be final and binding.
- 22.5 A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.
- 22.6 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 Services (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 indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.
- 22.7 If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment (s) will be allowed.
- 22.8 The annual price increase is equal to **CPI (related to the area)** per annum
- 22.9 Price escalation (rise and fall in terms of CPAF indices) will apply for all industry related increases but will only be accepted by the Municipality if claim is substantiated with proof of evidence and that such evidence is submitted prior to implementation.
23. **ADMISSION OF BIDS**
- 23.1 Bidders shall be allowed to submit bids by mail, by courier or by hand into the bid box or at the physical address of the municipality (reception, over the counter at the SCMU as applicable) before the closing time of the bids.
- 23.2 Bids received via courier services must be submitted in time and deposited into the bid box by the courier services. Officials may not deposit bids into the bid box on behalf of courier services, and the Municipality accepts no responsibility for late delivery by courier services or for delivery at the wrong address.
- 23.3 Tenders that are deposited in the incorrect box or late will not be considered.
24. **BID OPENING**
- 24.1 Bids shall be opened in public at the Cape Agulhas Municipal Offices as soon as possible after the closing time for the receipt of bids.
- 24.2 Where practical, prices will be read out at the time of opening bids.
- 24.3 The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.
- 24.4 Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.
25. **ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES**
- 25.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

25.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with paragraph 20 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

25.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

25.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

## 26. REQUIREMENTS OF A VALID BID:

26.1 The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered, and no further correspondence will be entered into with regard to the following matters:

- 26.1.1 Non-submission of a valid Tax Clearance Certificate and / or PIN,

26.1.2 Incomplete Pricing Schedule or Bill of Quantities,

26.1.3 A Form of Offer not signed in non-erasable ink,

26.1.4 Bid submissions with material alterations / corrections not in compliance with Clause 3 and 5 above will be rejected.

26.2 The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following:

26.2.1 To obtain a copy of the most recent municipal account(s) from the recommended bidder;

26.2.2 To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa;

26.2.3 To obtain the personal income tax number(s) from the recommended bidder;

26.2.4 To obtain a valid Tax compliance status PIN if the certificate has expired or become inactive after the closing date of the tender;

26.2.5 To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;

26.2.6 To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.

***If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.***

## 27. TEST FOR RESPONSIVENESS

27.1 **A bid will be considered non-responsive if:**

27.1.1 the bid is not in compliance with the specifications.

27.1.2 the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document and/or

- 27.1.3 the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing
- 27.2 The Municipality reserves the right **to accept or reject:**
  - 27.2.1 any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract.
  - 27.2.2 The Municipality has the right to summarily disqualify any bidder who, either at the date

of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any Municipal rate and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amounts at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

**POPIA DISCLAIMER**

The Information Officer (Municipal Manager) undertakes that all personal and confidential information will be processed lawfully and in a reasonable manner that does not infringe the privacy of you or your organization as the data subject. The processing is necessary and complies with an obligation imposed by law on us, the responsible party and the processing protects your rights to effective service delivery.

For more details, you can refer to the Cape Agulhas Municipality, Privacy Policy available at [www.capeagulhas.gov.za](http://www.capeagulhas.gov.za)  
*The Protection of Personal Information Act (POPIA), Act No. 4 of 2013*

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## Form of Offer and Acceptance Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**CONTRACT: SCM2/2026/27 PROVISION OF SECURITY SERVICES OF MUNICIPAL FACILITIES FOR A PERIOD ENDING 30 JUNE 2029.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**As per tendered rates on pricing schedule page 19-30**

	EXISTING SITES	Accepted Yes/No	Awarded
1.	Bredasdorp (A)		
2.	Bredasdorp (B)		
3.	Struisbaai (A)		
4.	Struisbaai (B)		
5.	L'agulhas (A)		
6.	L'agulhas (B)		
7.	Napier, Klipdale / Protem (A)		
8.	Napier, Klipdale / Protem (B)		
9.	Waenhuiskrans (A)		
10.	Waenhuiskrans (B)		
11.	Spanjaardskloof (A)		
12.	Spanjaardskloof (B)		

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature .....

Name .....

Capacity .....

**for the tenderer**

(Name and address of organization) .....

Name and signature of witness ..... Date .....

**Acceptance (TO BE COMPLETED BY THE MUNICIPALITY)**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data

and drawings and documents or parts thereof, which may be incorporated by reference into Parts above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature .....

Name .....

Capacity .....

**for the Employer** CAPE AGULHAS MUNICIPALITY  
1 DIRKIE UYS STREET  
BREDASDORP  
7280

Name and signature .....

of witness .....

Date .....

.....

---

## Contract Data

## Part 1: Contract Data provided by the Employer

### GENERAL CONDITIONS OF CONTRACT – National Treasury General Conditions of Contract

The General Conditions of Contract, as issued by the National treasury, is applicable to this Contract and is obtainable from [www.treasury.gov.za](http://www.treasury.gov.za)

The General Conditions of Contract shall be read in conjunction with the special condition as set out on pages 5 – 75  
The Special Conditions shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The Employer is: **Cape Agulhas Municipality**  
**PO Box 51,**  
**Bredasdorp,**  
**7280**

The Employer's Telephone Number is: **028 425 5500**

The Employer's VAT Registration Number is: **4570109571**

The designated contact person of the Cape Agulhas Municipality is:

Name: Mr. Mulisa Nekhavhambe

Telephone: 028 425 5500

E-mail: [mulisan@capeagulhas.gov.za](mailto:mulisan@capeagulhas.gov.za)

- The Service Provider is required to provide the Service with all reasonable care, diligence and skill.
- Copyright of documents prepared for the Project shall vest with the Employer.
- Interim settlement of disputes is to be by mediation. Final settlement of disputes is to be by arbitration.
- In the event that the parties fail to agree on a mediator, the mediator is nominated by the Employer.
- In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the Employer.
- Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 24 months from the date of termination or completion of the Contract.

## Part 2: Data provided by the Service Provider

The **Service Provider** is: .....

Postal Address: .....

.....

Physical Address: .....

.....

Telephone: .....

Facsimile: .....

The **authorized and designated representative** of the Service Provider is:

Name: .....

The address for receipt of communication is:

Address: .....

.....

Telephone: .....

Facsimile: .....

Email: .....

**SIGNED ON BEHALF OF TENDERER:** .....

**GENERAL CONDITIONS OF CONTRACT**

**1. DEFINITIONS**

The following terms shall be interpreted as indicated:

“Closing time”	means the date and hour specified in the bidding documents for the receipt of bids.
“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.
“Contract price”	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
“Corrupt practice”	means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
“Countervailing duties”	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
“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.
“Day”	means calendar day.
“Delivery”	means delivery in compliance of the conditions of the contract or order.
“Delivery ex stock”	means immediate delivery directly from stock actually on hand
“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.
“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.
“Force majeure”	means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
“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.
“GCC”	means the General Conditions of Contract.
“Goods”	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
“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.
“Local content”	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
“Manufacture”	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
“Order”	means an official written order issued for the supply of goods or works or the rendering of a service.
“Project site”	where applicable, means the place indicated in bidding documents.
“Purchaser”	means the organization purchasing the goods.
“Republic”	means the Republic of South Africa.
“SCC”	means the Special Conditions of Contract.
“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.
“Supplier”	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
“Tort”	means in breach of contract.
“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.
“Written” or “in writing”	means handwritten in ink or any form of electronic or mechanical writing.

<b>2. Application</b>
<p>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.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>
<p>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.</p> <p>3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.</p>
<b>4. Standards</b>
<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<b>5. Use of contract documents and information; inspection.</b>
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<b>6. Patent rights</b>
<p>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.</p> <p>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.</p>
<b>7. Performance security</b>
<p>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.</p> <p>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.</p> <p>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:</p> <p>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</p> <p>7.3.2. a cashier's or certified cheque</p> <p>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.</p>
<b>8. Inspections, tests and analyses</b>
<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. 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.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6. 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.</p> <p>8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.</p>

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.
<b>10. Delivery</b>	
10.1.	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.
<b>11. Insurance</b>	
11.1.	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
<b>12. Transportation</b>	
12.1.	Should a price other than an all-inclusive delivered price be required, this shall be specified.
<b>13. Incidental</b>	
13.1.	The supplier may be required to provide any or all of the following services, including additional services, if any: <ul style="list-style-type: none"> <li>13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>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</li> <li>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.</li> </ul>
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.
<b>14. Spare parts</b>	
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: <ul style="list-style-type: none"> <li>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;</li> <li>14.1.2. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul> </li> </ul>
<b>15. Warranty</b>	
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.
<b>16. Payment</b>	
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 fulfilment 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.

<b>17. Prices</b>
17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
<b>18. Variation orders</b>
18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.
<b>19. Assignment</b>
19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
<b>20. Subcontracts</b>
20.1. 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.
<b>21. Delays in the supplier's performance</b>
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.
<b>22. Penalties</b>
22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
<b>23. Termination for default</b>
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 purchaser actively associated.
23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
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.

<p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>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.</p>
<p><b>24. Anti-dumping and countervailing duties and rights</b></p> <p>24.1. 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.</p>
<p><b>25. Force Majeure</b></p> <p>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.</p> <p>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.</p>
<p><b>26. Termination for insolvency</b></p> <p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
<p><b>27. Settlement of Disputes</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>27.4. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescriptions of the contract.</p>
<p><b>28. Limitation of liability</b></p> <p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>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</p> <p>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.</p>
<p><b>29. Governing language</b></p> <p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
<p><b>30. Applicable law</b></p> <p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p>
<p><b>31. Notices</b></p> <p>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</p> <p>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.</p>
<p><b>32. Taxes and duties</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.</p>

**33. Transfer of contracts**

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

**34. Amendment of contracts**

34.1. 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)***

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, 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) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars

**Section 3.9.1: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of any provincial legislature	<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a provincial legislature
<input type="checkbox"/> a member of the board of directors of any municipal entity	
<input type="checkbox"/> an official of any municipality or municipal entity	

**If any of the above boxes are marked, disclose the following:** (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

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

3.10.1 If yes, furnish particulars.

.....  
 .....

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

3.11.1 If yes, furnish particulars

.....  
 .....

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

3.12.1 If yes, furnish particulars.

.....  
 .....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

**Section 3.13.1: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....  
 .....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

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

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to 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 applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received

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

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

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

		POINTS
<b>PRICE</b>		<b>80</b>
<b>SPECIFIC GOALS</b>	<b>50% of the 20 Points</b>	<b>20</b>
• B-BBEE STATUS LEVEL OF CONTRIBUTOR	10	
• LOCALITY OF SUPPLIER	10	
<b>Total points for Price and SPECIFIC GOALS</b>		<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

## 5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.

5.2 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:

(a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;

(b) local labour and/ or promotion of enterprises located in the municipal area (phased in approach to be applied for other RDP goals)

5.3 Regarding paragraph 5.2 (a) at least **50% of the 20 points** will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5.4 A tenderer **must submit proof** of its BBBEE status level contributor [scorecard].

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

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

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

5.6 Regarding paragraph 9.2 (b) a maximum of **50% of the 20/10 points** will be allocated to promote this goal. Points will be allocated as follows.

LOCALITY OF SUPPLIER (SUBMIT PROOF OF REGISTERED BUSINESS ADDRESS) E.G MUNICIPAL ACCOUNT OR LEASE AGREEMENT	50% of the 20 Points = 10
Within the boundaries of the <b>Cape Agulhas Municipality</b>	5
Within the boundaries of the <b>Overberg</b>	3
Within the boundaries of the <b>Western Cape</b>	2
Outside of the boundaries of the municipality	0

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>SPECIFIC GOALS</b>	<b>20</b>		
<b>1. B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>10</b>		
<b>2. LOCALITY OF SUPPLIER</b>	<b>10</b>	<b>Indicate (YES/NO)</b>	<b>Number of points claimed</b>
<ul style="list-style-type: none"> <li>• Within the boundaries of the <b>Cape Agulhas Municipality</b></li> </ul>	10		
<ul style="list-style-type: none"> <li>• Within the boundaries of the <b>Overberg</b></li> </ul>	5		
<ul style="list-style-type: none"> <li>• Within the boundaries of the <b>Western Cape</b></li> </ul>	2		
<ul style="list-style-type: none"> <li>• Outside of the boundaries of the municipality</li> </ul>	0		

**6. DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1 Name of company/firm.....

6.2 Company registration number: .....

**6.3 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

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

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

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Cape Agulhas Municipality** in accordance with the requirements and specifications stipulated in bid number **SCM2/2026/27** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims in terms of the Preferential Procurement Regulations 2022;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2.	.....
DATE: .....	

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)**

1. I **WESSEL RABBETS** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **SCM2/2026/27** dated **19 JUNE 2026** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL
PROVISION OF SECURITY SERVICES OF MUNICIPAL FACILITIES FOR A PERIOD ENDING 30 JUNE 2029	RATES	30 JUNE 2029	

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:**

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**SCM2/2026/27 PROVISION OF SECURITY SERVICES OF MUNICIPAL FACILITIES FOR  
A PERIOD ENDING 30 JUNE 2028**

in response to the invitation for the bid made by:

**CAPE AGULHAS MUNICIPALITY**

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</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:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</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.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder