



ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

- 1. Q 2020/068: SUPPLY AND DELIVERY OF A3 BOARD GAMES
- 2. Q 2020/111: PRINTING, SUPPLY AND INSERTION AND DELIVERY OF A 4 PAGE, TABLOID STYLE, FULL COLOUR NEWSLETTER
- 3. Q 2020/113: ONLINE CONTINUING PROFESSIONAL DEVELOPMENT (CPD) COURSES (E-LEARNING)
- 4. Q 2020/114: SUPPLY AND DELIVERY OF WALL UNIT
- 5. Q 2020/117: FACILITATION AND DELIVERY OF VARIOUS VIRTUAL TRAINING COURSES
- 6. Q 2021/044: PROVISION OF HYGIENE SERVICES AT VARIOUS PREMISES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021
- 7. Q 2021/045: SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 46 ALEXANDER STREET, 29 DU TOIT STREET AND C/O LANGENHOVEN STREET AND BIRD STREET, AS WELL AS AT PAPEGAAIRAND STREET (FIRE SERVICES), STELLENBOSCH ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021
- 8. Q 2021/046: SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 51 TRAPPES STREET, WORCESTER ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021
- 9. Q 2021/047: SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 194 MAIN STREET, PAARL ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021
- 10. Q 2021/049: SHORT-TERM INSURANCE BROKER FOR DIRECTORS AND OFFICERS
- 11. Q 2021/051: MEDIA BUYING SERVICES FOR THE PROVISION OF TIME/ SPACE ON DIGITAL AND RADIO BROADCASTING MEDIA PLATFORMS
- 12. Q 2021/056: REVIEW THE ANNUAL FINANCIAL STATEMENTS AND PROVIDE THE CAPE WINELANDS DISTRICT MUNICIPALITY WITH ADVICE

I Lorna van Niekerk hereby acknowledge receipt of the following original tender and quotation documents:
Received by [Signature] Date 01/09/2021



CAPE WINELANDS DISTRICT

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

Q 2021/046

**SECURITY, PATROL AND ACCESS CONTROL SERVICES AT
51 TRAPPE STREET, WORCESTER ON A MONTH-TO-MONTH
BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021**

COMPANY NAME:

FB Protection Services (Pty) Ltd

POSTAL ADDRESS:

*P.O. Box 16109
PANORAMA
7506*

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Financial and Strategic Support Services
Supply Chain Management

Tel: 086 126 5263

Fax: 086 688 4173

Q 2021/046
**SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 51 TRAPPES STREET,
WORCESTER ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON
01 JULY 2021**

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A. QUOTATION NOTICE

Formal Written Price Quotations are hereby invited from service providers who are registered with the Private Security Industry Regulatory Authority (PSIRA) in terms of section 20 of the Private Security Industry Regulation Act, 2001 (Act No 56 of 2001) for the rendering of security, patrol and access control services at the Cape Winelands District Municipality's office buildings situated at 51 Trappes Street, Worcester, on a month-to-month basis for the period commencing on 01 July 2021.

Technical enquiries regarding this bid can be directed to Karina Smit at telephone no. 0861 265 263.

Documents are obtainable from the Supply Chain Management Unit of the Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch - Tel no 0861 265 263. Alternatively documents may be downloaded from the website: www.capewinelands.gov.za. → Supply Chain → View quotations and quotes → Quotations open.

All prospective bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and the Central Supplier Database, prior to the closing date of the quotation.

Duly completed quotations must be enclosed in a (separate) sealed envelope and endorsed with the relevant quotation number and description on the envelope/s. The sealed quotations must be placed in the official quotations box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch, before **11h00 on Thursday, 24 June 2021.**

**HF PRINS
MUNICIPAL MANAGER**


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B. GENERAL CONDITIONS AND INFORMATION

Inviting of quotations by the Cape Winelands District Municipality (CWDM), all relevant bid documentation, submitting of quotations by prospective bidders, evaluation / awarding of quotations and all subsequent contractual responsibilities regarding supply and delivery of goods and/or services, will be managed in terms of and MUST comply with:-

- Chapter 11 of the Municipal Finance Management Act, 2003 (Act no.56 of 2003);
- Municipal Supply Chain Management Policy of the CWDM;
- Supply Chain Management: A guide for Accounting Officers of Municipalities (Guide for AO's);
- Any relevant Regulations / Circulars issued by the National Treasury, from time to time, and
- Any Special Conditions detailed in this Contract (SCC) – *referring to, but not limited to: paragraphs B.1. - 17. and C to P.*

Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail (chapter 4.5.2.9 – Guide for AO's)

1. Acceptance or Rejection of a Quotations

The Municipality reserves the right to withdraw any invitation to quotations and/or to re-advertise or to reject any quotations or to accept any quotations in whole or part.

The Municipality does not bind itself to accepting the lowest quotations or the quotations scoring the highest points.

The Municipality reserves the right to accept more than one quotations (in the event of a number of items being offered).

2. Validity Period

The fact and action of handing in a quotation to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a quotation remains valid and available for a period of ninety (90) days, calculated from the closing date as advertised for the quotations, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the quotations during this period.

3. Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form.

The Municipality reserves the right not to award quotations to prospective suppliers who are not registered on the Database.

4. Completion of Quotations Documents

The official quotations form must be completed in BLACK ink and any corrections to the official quotations form must also be made in BLACK ink and signed by the bidder.

Any quotations documents received with correction fluid (Tippex) corrections shall be disqualified.

The complete original quotations document must be returned. Missing pages will result in the disqualification of the quotations.

Any ambiguity has to be cleared with contact person for the quotations before the quotations closure.

5. Authorised Signatory

A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

6. Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

7. Quantities of Specific Items

If quotations are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

8. Expenses Incurred in Preparation of Quotations

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the quotations.

9. Contact with Municipality after Quotations Closure Date

Bidders shall not contact the Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Municipality, it should do so in writing to the Municipality. Any effort by the firm to influence the Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

10. Opening, Recording and Publications of Quotations Received

Quotations will be opened on the closing date immediately after the closing time specified in the quotations documents. The names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

Telexed, faxed or e-mailed quotations will not be accepted.

The quotations forms should be carefully completed and no errors will be condoned after quotations have been opened.

The Bidder will be liable to take out **forward cover** to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the quotation, from a country dealing in currency other than that of South Africa.

11. Evaluation of Quotations

Quotations will be evaluated in terms of their responsiveness to the quotations specifications and requirements as well as such additional criteria as set out in this set of quotations documents.

12. Subcontracting

The Contractor shall not subcontract the whole of the contract.

Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

Any consent granted or appointment of a subcontractor shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

13. Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

14. Past Practices

The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past quotations.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favours, hospitality or any other benefit in any improper way, with this or any past quotations.

15. Persons in the service of the state

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

16. Broad-based black economic empowerment (B-BBEE) status level certificates

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies of the original, not a photo-copy of another certified copy thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

If an institution is already in possession of a valid and original or certified copy of a bidder's B-BBEE Status Level Verification Certificate that was obtained for the purpose of establishing the database of possible suppliers for price quotations or that was submitted together with another bid, it is not necessary to obtain a new B-BBEE Status Level Verification Certificate each time a bid is submitted from the specific bidder.

Such a certificate may be used to substantiate B-BBEE rating claims provided that the closing date of the bid falls within the expiry date of the certificate that is in the institution's possession.

Each time this provision is applied, cross-reference must be made to the B-BBEE Status Level Verification Certificate already in possession for audit purposes.

AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

Bidders other than EMEs

- Verification agencies accredited by SANAS; or
- Registered auditors approved by IRBA (until the expiration of the period prescribed by the DTI)

Bidders who qualify as EMEs

- Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

These certificates are identifiable by a SANAS logo and a unique BVA number.

Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on http://www.sanas.co.za/directory/bbee_default.php.

The relevant BVA may be contacted to confirm whether such a certificate was issued.

As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:

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- The name and 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 QSE, Specialized 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; and
- The B-BBEE Status Level of Contribution obtained by the measured entity. □

Registered auditors approved by IRBA

The format and content of B-BBEE Status Level Verification Certificates issued by registered auditors approved by IRBA must -

- Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo;
- Clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE;
- Reflect relevant information regarding the identity and location of the measured entity;
- Identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores;
- Record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution; and
- Reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date.

Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing B-BBEE approved registered auditor to the list of all approved registered auditors. The list is accessible on <http://www.thedti.gov.za> and / <http://www.irba.co.za>.

The relevant approved registered auditor may be contacted to confirm whether such a certificate was issued.

Accounting officers as contemplated in section 60(4) of the CCA;

These certificates will be issued on the accounting officer's letterhead with the accounting officer's practice number and contact number clearly specified on the face of the certificates.

The content of B-BBEE Status Level Verification Certificates issued by accounting officers as contemplated in the CCA is detailed in paragraph 4.8.5 below.

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME.

In instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. The relevant Sector Charter thresholds will therefore be used as a basis for a potential bidder to qualify as an EME.

- For example the approved thresholds for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively.
- An EME automatically qualifies as a level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice.
- An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME is required to submit a sworn affidavit confirming their annual total revenue of R 10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- An EME that is regarded as a Specialized Enterprise, is required to submit a sworn affidavit confirming their annual turnover/ allocated budget/ gross receipt of R 10 million or less and level of percentage of black beneficiaries to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate.

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

The Codes define a QSE as any enterprise with annual total revenue of between R10 million and R50 million.

- A QSE with at least 51% black ownership qualifies as a Level 2 contributor.
- A QSE with 100% black ownership qualifies as a Level 1 Contributor.
- A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R 50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- A QSE that is regarded as a specialized enterprise is required to submit a sworn affidavit confirming their annual turnover/ budget/ gross receipt of R 50 million or less and level of percentage of black beneficiaries or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017

IN ORDER TO BE AWARDED PREFERENCE POINTS, ANEXURE H. QUESTIONNAIRE AND ANNEXURE K. PREFERENCE POINTS CLAIM FORM (MBD 6.1), MUST BE COMPLETED - FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

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17. Application

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.

Where applicable, special conditions of contract may be laid down and included to cover specific supplies, services or works.

Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

18. Standards

The goods supplied or the services rendered shall conform to the standards mentioned in the bidding documents and specifications.

19. Information and Inspection

The service provider shall not, without the District Municipality's prior written consent, disclose the agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the District Municipality in connection therewith, to any person other than a person employed by the service provider in the performance of the agreement. 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.

The service provider shall permit the District Municipality to inspect the supplier's records relating to the performance of the service provider and to have them audited by auditors appointed by the District Municipality, if so required by the District Municipality.

20. Governing Language

The governing language shall be English. All correspondence and other documents pertaining to the agreement that is exchanged by the parties shall also be written in English.

21. Payments

Payments shall be made by the District Municipality within **thirty (30)** calendar days of receiving the relevant **invoice / statement provided** by the supplier.

Payment will be made in Rand unless otherwise stipulated.

22. Prices and Evaluation of bids

Prices charged by the service provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the service provider in this Quotations.

The Bidder will be liable to take out forward cover to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the quotations, from a country dealing in currency other than that of South Africa.

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING:

- Relevant specifications
- Value for money
- Capability to execute the contract
- PPPFA & associated regulations

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29. Value-added tax (VAT) on invoices

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, 1991 (Act No 89 of 1991). The content of the invoice must contain information as prescribed by the Act.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value Added Tax Act, 1991 (Act No 89 of 1991) requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the District Municipality is 4700193495.

30. Tax Clearance Certificate

A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters are in order with SARS.

In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

31. Municipal Rates, Taxes and Charges

A certified copy of the **bidder's and those of its directors** municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the quotations closure date must accompany the quotations documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

32. Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the quotations. The Municipality will verify the bidder's CIDB registration during the evaluation process.

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33. Letter of Good Standing from the Commissioner of Compensation

A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.

A letter of good standing for "quotations purposes" from the Department of Labour will also be accepted.

If no such document/s as specified by the Municipality is submitted, the bid will be disqualified.

C. NATIONAL TREASURY - GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

- (a) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (b) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.
- (c) The General Conditions of Contract will form part of all bid documents and may not be amended.
- (d) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC will prevail

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- ~~1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.~~
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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- 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **"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 goods covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the organization purchasing the goods.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract.
- 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 **"Supplier"** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 **"Tort"** means in breach of contract
- 1.27 **"Turnkey"** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 **"Written" or "in writing"** means hand-written in ink or any form of electronic or mechanical writing.

2. APPLICATION

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. STANDARDS

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 5.1 ~~The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.~~
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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7. PERFORMANCE SECURITY

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a 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
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 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.
- 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.
- 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.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 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.

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.

9. PACKING

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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, if any, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. INSURANCE

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.

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) 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
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) 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;
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 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 and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

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16.5 Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

17. PRICES

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.

8. VARIATION ORDERS

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. For construction related goods, services and/or infrastructure project, contracts may be expanded or varied by not more than 20%. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. ASSIGNMENT

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.

20. SUBCONTRACTS

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.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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.

23. TERMINATION FOR DEFAULT

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) 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;
 - (b) If the supplier fails to perform any other obligation(s) under the contract; or
 - (c) 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 a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Quotations Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. FORCE MAJEURE

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for ~~forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.~~
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

- 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.

27. SETTLEMENT OF DISPUTES

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
(a) 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
(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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.

30. APPLICABLE LAW

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. NOTICES

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. TRANSFER OF CONTRACTS

- 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.

D. APPLICATION OF PREFERENCE POINT SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

The applicable **80/20** preferential points system as set out in Preferential Procurement Regulations 2017 will be used to evaluate individual quotations

Regulation R.32 of 20 January 2017 provides for a preference points system

80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

The points are awarded as follows:

- 80 points is awarded for the **lowest price** if it complies with the Quotations / Formal Written Price Quotation conditions.
- Additional points are awarded for attaining the **B-BBEE status level** of contributor in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of Points |
|------------------------------------|------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. BACKGROUND

The Cape Winelands District Municipality invite Written Price Quotations from service providers who are registered with the Private Security Industry Regulatory Authority (PSIRA) in terms of section 20 of the Private Security Industry Regulation Act, 2001 (Act No 56 of 2001) for the rendering of security, patrol and access control services at the Cape Winelands District Municipality's office buildings situated at 51 Trappes Street, Worcester, on a month-to-month basis for the period commencing on 01 July 2021.

1.2 ACCESS CONTROL SERVICES must be rendered at the main entrance to the District Municipality's office buildings situated at 51 Trappes Street, Worcester.

1.3 SECURITY AND PATROL SERVICES must be rendered at the premises after normal working hours and on weekends and public holidays.

2. REQUIREMENT PERTAINING TO SERVICE PROVIDER

2.1 The provision of **one (1) Security Officer (Grade C)** per shift to provide ACCESS CONTROL SERVICES at the main entrance to the office buildings situated at 51 Trappes Street, Worcester. Access control services need to be rendered from Mondays to Fridays between 07:30 and 17:00 (excluding Public Holidays, unless requested and arranged beforehand by the District Municipality).

2.2 The provision of **one (1) Security Officer (Grade C)** to perform SECURITY AND PATROL SERVICES and to do duty as follows:

| | |
|---|------------------|
| Mondays to Fridays | 17:00 to 07:30 |
| Saturdays, Sundays and Public Holidays: | 24-hour service. |

2.3 The successful service provider must ensure that they have the necessary facilities and manpower in place to respond to telephonic enquiries with immediate effect and to respond and react physically to emergencies that pose a threat to persons, property and/or assets of the District Municipality within a maximum period of 30 (thirty) minutes, on a 24-hour basis.

2.3.1 The successful service provider shall be held liable for any damages caused or losses experienced as a result of them not responding physically to an emergency within a maximum period of 30 (thirty) minutes from time of call logged.

2.4 The successful service provider must **provide relief Security Officers** to meet the required service hours when the maximum working time is exceeded according to legislation.

2.5 The successful service provider undertakes to **timeously arrange for relief Security Officers** (without prior notice from the District Municipality) to be available on the prescribed times should a Security Officer not be able to report for duty on any given day.

3. REQUIREMENTS PERTAINING TO SECURITY OFFICERS

3.1 In recruiting Security Officers the service provider will make every effort to recruit Security Officers from the inhabitants of the area in which such Security Officers are to execute their services and shall give preference to applicants from such areas.

- 3.2 The service provider undertakes to provide only Security Officers appointed in terms of the Security Officers Act, 1987 (Act No 92 of 1987) and the Private Security Industry Regulatory Act, 2001 (Act No 56 of 2001) in order to ensure that Security Officers –
- 3.2.1 Are permanent residents of South Africa.
- 3.2.2 Do not have committed any of the scheduled criminal offenses listed in the Private Security Industry Regulation Act.
- 3.2.3 Have completed training at an accredited training centre.
- 3.3 The service provider shall on/or before the commencement of the services, provide satisfactory proof of the qualifications of the Security Officers provided for rendering the services.
- 3.4 Acceptable proof of qualifications referred to in paragraph 3.3 shall be:
- 3.4.1 PSIRA registration (**attach a certified copy of certificate to document**); and
- 3.4.2 Certificate of training as Security Officer (Grade C).
- 3.5 The service provider warrants and guarantees that:
- 3.5.1 The Security Officer's services shall be rendered and executed in a professional manner in accordance with the standards agreed upon between the parties;
- 3.5.2 The Security Officers shall have the expertise to execute their functions properly, in particular regarding the execution of the required services;
- 3.5.3 As Security Officers are the first line of communication with which the public come into contact with and also because poor communication leads to frustration amongst the public and creates a very bad image of the Cape Winelands District Municipality and its employees, only Security Officers with good verbal and written communication skills in at least two of the three official languages in the Western Cape shall be employed.
- 3.6 The service provider undertakes to introduce any Security Officers who are newly appointed during the course of the contract period or who are replacing a Security Officer during the course of the contract period and who are going to render security and access control services at the Worcester office building to a designated employee of the Cape Winelands District Municipality.
- 3.7 The service provider undertakes to provide satisfactory proof of the qualifications of any newly appointed Security Officers in accordance with paragraph 3.4.

4. DUTIES AND CONDITIONS OF SECURITY OFFICERS

4.1 SECURITY AND PATROL SERVICES

- 4.1.1 Conduct visual patrols of the site, property and installations of the District Municipality for the prevention of crime and protection thereof as well as personnel and visitors;
- 4.1.1 Co-operate in anti-crime projects launched by the District Municipality;
- 4.1.2 Perform associated duties requested by the District Municipality from time to time;

5.5 UNIFORMS AND IDENTIFICATION

The service provider shall at its own cost provide the necessary identification for all personnel provided in terms of this service. Security Officers must, immediately upon commencement of the contract, wear approved identifiable uniforms. Identification for purposes of this service shall be construed as—

- 5.5.1 A uniform, as agreed upon between the parties; and
- 5.5.2 Identity disc, tag or other device as agreed upon between the parties.
- 5.5.3 Security Officers, when on duty, wear an approved uniform including footwear. The service provider undertakes to issue protective clothing to personnel in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Regulations promulgated in terms of the Act. In view of the aforementioned and in terms of section 23 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) **the service provider is prohibited to deduct monies for protective clothing issued from the salaries of employees.**

5.6 STATUTORY PROVISIONS, ETC.

The service provider declares that it is conversant with, conforms to and complies with all statutory provisions, regulations and by-laws relating to its business and the conditions of service and remuneration of Security Officers provided in terms of the required service.

5.7 TAXES, ETC.

The service provider shall be responsible for the payment of, *inter alia*, all applicable taxes, charges, duties or fees assessed or levied by the National and Local Government in respect of the Security Officers or as a result of the Security Officers being provided by the service provider in terms of this service and it shall, on request, furnish sufficient documentary proof to the District Municipality that any of or all of these payments have in fact been made.

5.8 TAX CLEARANCE CERTIFICATE

As no contract may be awarded to a person who fails to submit an original Tax Clearance Certificate, the service provider must attach the said certificate to the quotation. The Tax Clearance Certificate can be obtained from the South African Revenue Service (SARS).

5.9 DISTRICT MUNICIPALITY'S REGULATIONS AND PROCEDURES

The Security Officers provided in terms of this service shall observe the District Municipality's regulations and procedures while providing the required services.

5.10 REMUNERATION, ETC.

The service provider remains solely responsible for payment of all costs of the Security Officers including but not limited to salaries, bonuses, pension fund contributions, benevolent fund contributions, medical fund contributions and insurance premiums, where applicable.

5.11 EMPLOYMENT

The Security Officers shall continue to be employees of the service provider and although the service provider's Security Officers may on some occasions render certain services under the supervision and control of the District Municipality and report functionally on a

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daily basis to an official of the District Municipality; no contractual relationship shall come into existence between such Security Officers and the District Municipality.

5.12 INFORMING SECURITY OFFICERS

The service provider undertakes that it shall, as soon as is practically possible before the commencement of this service, make the relevant provisions of this service known to all Security Officers.

5.13 MONITORING

The service provider acknowledges that the District Municipality shall at all times during the term of this service be entitled to monitor the service provider's services, or cause them to be monitored, without prior notice to the service provider.

5.14 LEGAL PROCEEDINGS, ETC.

Security Officers must attend and, if necessary, testify in court proceedings, as well as in disciplinary and arbitration proceedings, should the District Municipality deem it necessary: Provided that the District Municipality has notified the service provider, within a reasonable time, before the start of the proceedings that the presence of the service provider's Security Officers is as such, required by the District Municipality.

5.15 INDEMNIFICATION

5.15.1 The service provider hereby indemnifies and holds the District Municipality harmless against:

- (a) Liability in respect of any damage to property, whether movable or immovable, belonging to itself or third parties;
- (b) Liability in respect of lost property belonging to itself or third parties; and
- (c) Liability in respect of the death, unlawful arrest, injury, illness or disease as regards any person arising out of the rendering of the required service.

5.15.2 Should any of the Security Officers provided in terms of this service abscond, resign or be dismissed from the service provider's employ and retain possession of the uniform clothing involved (or any part thereof), the service provider hereby indemnifies the District Municipality against any claim for loss or damages made against or suffered by the District Municipality as a result of any actions of such Security Officers or ex-Security Officer intentionally or negligently making any uniform clothing available to any other person.

6. **ADVERTISING AND TRADING**

Neither the service provider nor any of the Security Officers provided by it in terms of this service shall during the term of this service be entitled to advertise its business or offer any article for sale or distribute any article free of charge on District Municipality premises.

7. **INTIMIDATION**

7.1 It is the intention of both parties that the Security Officers provided in terms hereof shall, as far as practically possible, not fail to carry out their duties as a result of any form of intimidation. Should the service provider suspect intimidation of its Security Officers, it shall take prompt action in conjunction with the South African Police Service to remedy the situation, neither should the Security Officers be intimidated by the service provider as a result of enquiries and/or complaints lodged by the District Municipality.

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7.2 Such action shall, if deemed necessary by the District Municipality, include immediate replacement of the Security Officers involved.

7.3 The service provider shall forthwith notify the District Municipality of any form of intimidation its personnel may be subjected to.

8. INSTRUCTIONS TO THE SERVICE PROVIDER

8.1 All verbal requests to the service provider shall be confirmed in writing by the District Municipality and shall be deemed to have been received by the service provider if delivered to a representative of the service provider at its business premises.

8.2 The District Municipality may from time-to-time request amendments to the service.

9. DELEGATION

The District Municipality's Representative may delegate to any other person, any of his powers or functions under the service and on receiving notice in writing of such delegation, the service provider shall recognize and obey the person to whom such powers or functions have been delegated.

10. SECTORAL DETERMINATION

The service provider undertakes to comply with all the stipulations contained in the Sectoral Determination as published in the Government Gazette from time to time, failure which the service provider will be reported to PSIRA and the Department of Labour.

11. DOMICILIA

~~The parties choose the domicilium citandi et executandi at their respective addresses set forth hereunder for the purposes of the giving of any notice and for all purposes arising from rendering of the required service by the service provider to the District Municipality:~~

THE DISTRICT MUNICIPALITY

46 Alexander Street
STELLENBOSCH
7600

THE SERVICE PROVIDER

101 Vys KRIGER DRIVE
PARADISE
7506

12. REMUNERATION

12.1 No advance payments will be made for any reason whatsoever. The successful bidder shall be entitled to render accounts on a monthly basis which are payable within thirty (30) days.

12.2 Any fees or remuneration are inclusive of Value Added Tax.

13. REFERENCES

At least two (2) reference letters from companies with whom the service providers are/have conducted business relating to the terms of reference of this Written Price Quotation must be included in the quotation document, together with the contact details of the references, alternatively reference letters must be submitted within a timeframe as to be determined by the Cape Winelands District Municipality.

14. PROTECTION OF PERSONAL INFORMATION

In submitting any information or documentation requested above or any other information that may be requested pursuant to this Written Price Quotation, you are consenting to the processing by the Cape Winelands District Municipality, or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, 2013 (Act No 4 of 2013) and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify the Cape Winelands District Municipality against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.

15. EVALUATION

- 15.1 Service providers are required to attach to their quotation document proof of valid registration with the Private Security Industry Regulatory Authority (PSIRA) in terms of section 20 of the Private Security Industry Regulation Act, 2001 (Act No 56 of 2001).
- 15.2 Failure to submit and attach proof of valid registration with the Private Security Industry Regulatory Authority (PSIRA) will automatically disqualify a service provider.
- 15.3 This Written Price Quotation will be evaluated based on the total price for rendering the required services over a 2-month period.
- 15.4 In order to be considered, a service provider must complete the prescribed pricing schedule in full.

16. PRICE

- 16.1 Prices must be valid and fixed for the duration of the contract period.
- 16.2 **For proper evaluation purposes it is obligatory that the prescribed pricing schedule must be completed in full and signed. Alternative pricing schedules will not be accepted.**
- 16.3 Cognisance should be taken that the prices to be submitted in the prescribed pricing schedules, should be the total price for rendering of security, patrol and access control services at 51 Trappes Street, Worcester for the contract period.

17. DELIVERABLES

- 17.1 Daily provision of Grade C Security Officers appointed in terms of the Security Officers Act, 1987 (Act No 92 of 1987) and the Private Security Industry Regulatory Act, 2001 (Act No 56 of 2001)
- 17.2 Timeous written response to any queries raised by the Cape Winelands District Municipality on the guard monitoring reports, within 48 hours of such query.
- 17.3 Immediate response to telephonic enquiries and physical reaction within a maximum period of 30 (thirty) minutes to emergencies that pose a threat to persons, property and/or assets of the District Municipality, on a 24-hour basis, if and when required.

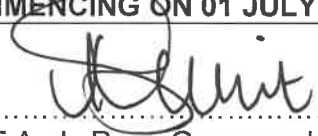

H. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidders 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 that is the subject of this agreement.

Deviations from and amendments to the documents listed in the Formal Written Price Quotation data and any addenda thereto as listed in the Formal Written Price Quotation schedules as well as any changes to the terms of the offer agreed by the bidder 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, which must be signed by the authorized representative(s) of both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (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 fulfil 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 bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now Service Provider) within five 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.

| ACCEPTANCE (to be completed by the Cape Winelands District Municipality) | |
|---|--------------------------------------|
| Q 2021/046: SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 51 TRAPPES STREET, WORCESTER ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021 | |
|  Ms. F.A. du Raan Greenewald K Gmit Chief Financial Officer: Financial and Strategic Support Director: support services Services | 2021/06/29 Date |
|  Me. E. Niemand R A Leo Witness | 29/06/2021 Date |

I. QUESTIONNAIRE

List all partners / members / directors of this enterprise

| Van / Surname / Ifani | Voornaam / First name / Amagama | ID Nr./No. Inombolo | State Employee Number |
|-----------------------|---------------------------------|---------------------|-----------------------|
| Cupiso | Loyce Nathaniel | 7107180195089 | |
| | | | |
| | | | |

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (Act 53 of 2003)

LW! Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word tesame met die **MBD 6.1** Eisvorm vir punte.

NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card must be submitted with the **MBD 6.1 Claim Form**.

QAPHELA! Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, kufuneka ukuba isicelo sakho sekopi eqinisekisiweyo ye Balanced Broad-Based Black Economic Empowerment Score Card ihambe kunye nefomu eyi **MBD 6.1 Claim Form**.

Vir meer inligting besoek: / For more information please visit: / Inkcukach ezithe vetshe uzakuzifumana aph:

The Department of Trade and Industry: <http://bee.thedti.gov.za/>
 South African National Accreditation System: <http://www.sanas.co.za/directory.php>
 Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

F B PROTECTION SERVICES (Pty) LTD

Besigheid of persoon se naam:- / Business or person's name:- / Igama lëshishini okanye lomntu

1. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **ras.

Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**.

Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobuhlanga**.

100%

2. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **geslag**.

Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**.

Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokwesini**.

100%

3. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **gestremtheid**.

Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**.

Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobulwelwe**.

0%

4. Persentasie aandeelhouing van persone geklassifiseer as **jeug**. (18 – 35 Jaar oud).

Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old)

Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba **lulutsha** (18 – 35 Yeminyaka)

0%

5. Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit

Is your business established within the area of jurisdiction of the District Municipality? In / Out
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle

In/Ngaphakathi

Uit/Out/Ngaphandle

6. Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee

Do you make use of local labour (job creation)? Yes / No

Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi

Ja/Yes/Ewe

Nee/No/Hayi

J. DECLARATION OF INTEREST – MBD 4 B

(On behalf of the company and its directors/ members/ trustee's/ principle shareholders²)

1. No bid/database registration will be accepted from persons in the service of the state¹.
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/database registration. 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 the 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/database registration in respect of owners/shareholders² of the company.

| | | |
|-----|---|----------------------|
| 3.1 | Full Name of bidder or his or her representative | Loyla NATAMBE Curino |
| 3.2 | Identity Number (person submitting this declaration) | 71071080195089 |
| 3.3 | Position occupied in the Company (official/director/trustee/shareholder ²): | DIRECTOR |
| 3.4 | Company Registration Number | 2019/098411/09 |
| 3.5 | Tax Reference Number | 4220287 9112412243 |
| 3.6 | VAT Registration Number | 422028730 |
| 3.7 | The names of all directors/ members/ trustee's/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below | |

| | | | |
|-----------------|--|------------|-------------------------------------|
| 3.8 | Are you or any director/ member/ trustee/ principle shareholder presently in the service of the state? | Yes | <input checked="" type="radio"/> No |
| 3.8.1 | If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.) | | |
| SA ID Number: | | Relation: | |
| Surname: | | Persal No: | |
| Full Names: | | | |
| Organ of State: | | Position: | |

| | | | |
|-----------------|---|------------|-------------------------------------|
| 3.9 | Have you or any director/ member/ trustee/ principle shareholder been in the service of the state for the past twelve months? | Yes | <input checked="" type="radio"/> No |
| 3.9.1 | If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.) | | |
| SA ID Number: | | Relation: | |
| Surname: | | Persal No: | |
| Full Names: | | | |
| Organ of State: | | Position: | |

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| | | | |
|------|--|-----|-------------------------------------|
| 3.10 | Do you or any director/ member/ trustee/ principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid? | Yes | <input checked="" type="radio"/> No |
|------|--|-----|-------------------------------------|

| | | | |
|--------|---|--|--|
| 3.10.1 | If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.) | | |
|--------|---|--|--|

| | | | |
|-----------------|--|------------|--|
| SA ID Number: | | Relation: | |
| Surname: | | Persal No: | |
| Full Names: | | | |
| Organ of State: | | Position: | |

| | | | |
|------|---|-----|-------------------------------------|
| 3.11 | Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principle shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid? | Yes | <input checked="" type="radio"/> No |
|------|---|-----|-------------------------------------|

| | | | |
|--------|---|--|--|
| 3.11.1 | If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.) | | |
|--------|---|--|--|

| | | | |
|-----------------|--|------------|--|
| SA ID Number: | | Relation: | |
| Surname: | | Persal No: | |
| Full Names: | | | |
| Organ of State: | | Position: | |

| | | | |
|------|---|-----|-------------------------------------|
| 3.12 | Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state? | Yes | <input checked="" type="radio"/> No |
|------|---|-----|-------------------------------------|

| | | | |
|--------|---|--|--|
| 3.12.1 | If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.) | | |
|--------|---|--|--|

| | | | |
|-----------------|--|------------|--|
| SA ID Number: | | Relation: | |
| Surname: | | Persal No: | |
| Full Names: | | | |
| Organ of State: | | Position: | |

| | | | |
|------|--|-----|-------------------------------------|
| 3.13 | Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. | Yes | <input checked="" type="radio"/> No |
|------|--|-----|-------------------------------------|

| | | | |
|--------|--|--|--|
| 3.13.1 | If yes, furnish particulars. | | |
|--------|--|--|--|

| | | | |
|------|--|-----|-------------------------------------|
| 3.14 | Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? | Yes | <input checked="" type="radio"/> No |
|------|--|-----|-------------------------------------|

| | | | |
|--------|--|--|--|
| 3.14.1 | If yes, furnish particulars. | | |
|--------|--|--|--|

| | | | |
|--------|--|-----|-------------------------------------|
| 3.15 | Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Quotations Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? | Yes | <input checked="" type="radio"/> No |
| 3.15.1 | If yes, furnish particulars. | | |

| | | | |
|--------|--|-----|-------------------------------------|
| 3.16 | Was the supplier or any director/ member/ trustee/ principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes | <input checked="" type="radio"/> No |
| 3.16.1 | If yes, furnish particulars. | | |

| | | | |
|--------|--|-----|-------------------------------------|
| 3.17 | Does the supplier or any director/ member/ trustee/ principle shareholder 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 checked="" type="radio"/> No |
| 3.17.1 | If yes, furnish particulars. The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted every three months – provide individual information in the schedule under par. 4. | | |

| | | | |
|--------|--|-----|-------------------------------------|
| 3.18 | Was any contract between the supplier 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 checked="" type="radio"/> No |
| 3.18.1 | If yes, furnish particulars. | | |

MFMA Circular No 62 of July 2013 require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. **A shareholder is defined as 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.**

| | Full name of directors / trustees / shareholders | Identity Number | % Share-holding in company | Personal Tax Reference Number | State Employee Number (Persal) | Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i> |
|----|--|-----------------|----------------------------|-------------------------------|--------------------------------|---|
| 4 | | | | | | |
| 1 | Loyca Natate Conio | 7078019589 | 100 | 296328140 | | 219633124 |
| 2 | | | | | | |
| 3 | | | | | | |
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I, the under signed, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's bid/registration may be rejected and in addition to the rejection that action may be taken against me/ my company should this declaration prove to be false.

[Handwritten Signature]
 Signature

22/06/2021
 Date

[Handwritten: Director]
 Capacity of Signatory

[Handwritten: FB Protection Services Pty Ltd]
 Name of Bidder/Company/CC Name

MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:

- ¹ 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.
- ² "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.

Commissioner of Oaths

Signed and sworn to before me at *Brackenburg*

on this the *22* day of *June* 20 *21* 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. *53550702*

Commissioner of Oaths *Johannes van der Merwe SA?*

Position: *SA?*

Address *Brackenburg 5100*
Brackenburg Boulevard

Tel: *(021) 980 5100*

Apply official stamp of authority on this page:

SUID-AFRIKAANSE POLISIEDIENS
 SAPS BRACKENFELL

2021-06-22

SAPS BRACKENFELL

SOUTH AFRICAN POLICE SERVICE

This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality – If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisitioning process. (Must be submitted annually)

K. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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:

Q2021/046 SECURITY, PATROL AND ACCESS
CONTROL AT 51 TRAPPE STR. WORCESTER ON A
MONTH TO MONTH BASIS COMMENCING 01 JULY 2021

(Bid Number and Description)

in response to the invitation for the bid made by: CAPE WINELANDS DISTRICT MUNICIPALITY
do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: FB Protection Services (Pty) Ltd 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 consortium³ 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.

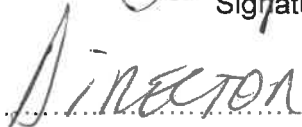
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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.~~

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.



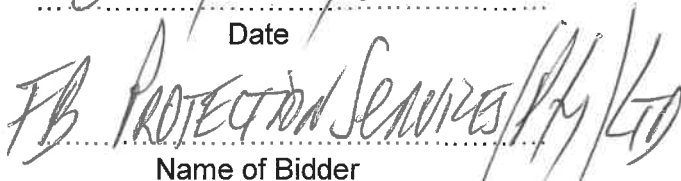
 Signature



 Director
 Position

22/06/2021

 Date



 FB PROTECTION SERVICES/PTY LTD
 Name of Bidder

³ 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.

L. REFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)

This document serves as a claim form to qualify for preference points in respect of Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution and must accompany an original certified copy of the applicable certificate.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point system is applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore only the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

| | POINTS |
|---|--------|
| Price | 80 |
| B-BBEE status level of contributor | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

- 1.5 Failure on the part of a bidder to fill in and/or to sign this form 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 an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE PREFERENCE POINT SYSTEM

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: = 0/... (maximum of 20 points)

LWC
49

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

| | | | |
|-----|--|----|-------------------------------------|
| YES | | NO | <input checked="" type="checkbox"/> |
|-----|--|----|-------------------------------------|

7.1.1 If yes, indicate:

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

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: FB PROTECTION SERVICES (PTY) LTD

8.2 VAT registration number: 4220287330

8.3 Company registration number: 2019/098411/07

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

GUARDING + ACCESS CONTROL

LNC

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I ~~FA du Raan Groenewald~~ ^{K. Smit} in my capacity as ~~Chief Financial Officer~~ ^{DD Support Services} accept your bid under reference number Q 2021/ dated 24 June 2021 for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service 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 OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|--|---------------------------------------|-----------------|-------------------------------------|--|
| Q 2021/046: SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 51 TRAPPES STREET, WORCESTER ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021 | R2450 per month | 30/6/22 | 1 | Not applicable |

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

Signed at Stellenbosch on 2021/06/29

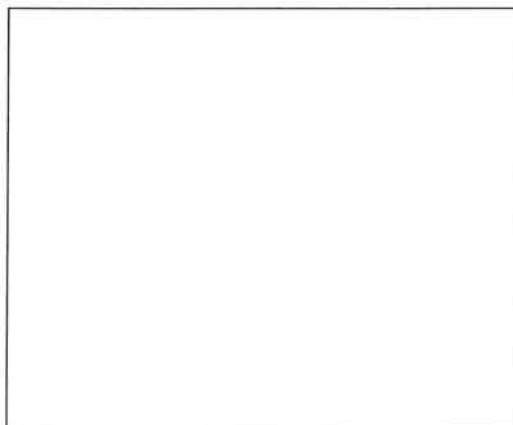
Name (Print) ~~FA du Raan Groenewald~~ K. Smit

Signature [Signature]

Witness 1 [Signature] Date 29/06/21

Witness 2 [Signature] Date 29/06/21

Official Stamp



[Signature]
LNE 53

N. MUNICIPAL RATES AND SERVICES

| Names of Directors / Partners | Physical residential address of the Directors / Partners | Municipal Account Number | Name of Municipality |
|-------------------------------|--|--------------------------|----------------------|
| LN Carpino | 1, EXETER ST LAWNSTEIN BELLVILLE | 219633/24 | Coct |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

NB: Please attach certified copy/copies of the Municipal Account(s)

DECLARATION:

I, the undersigned (name) LOYLA NATHALIE CUPINO
 Certify that the information furnished above is correct. I accept that the state may act against me should this declaration prove to be false.

[Signature]
 Signature

22 JUNE 2021
 Date

DIRECTOR
 Position

FB PROTECTION SECURITY LLC
 Name of Bidder

O. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs LOYCA NATHANIE CURPIO
 acting in his/her capacity as Director
 of the business trading as FB Protection Services (Phy) Ltd.
 to sign all documentation in connection with Quotation Q202/046

| Name of members / directors | Signature | Date |
|-----------------------------|--|------------|
| LOYCA NATHANIE CURPIO |  | 22/06/2021 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Note: If bidders attached a copy of their Authorized Signatory it is not necessary to complete this form.

P. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT (SCM) PRACTICES (MBD 8)

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:
 - Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - Been convicted of fraud or corruption during the past five years;
 - Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - Been listed in the Register of Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12 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>(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 audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | | ✓ |
| 4.1.1 | <p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p> | | |
| 4.2 | <p>Is the bidder or any of its directors listed on the Register for Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Quotation Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | | ✓ |
| 4.2.1 | <p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p> | | |
| 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> | | ✓ |
| 4.3.1 | <p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p> | | |
| 4.4 | <p>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</p> | | ✓ |

| | |
|-------|---|
| 4.2.1 | If so, furnish particulars: |
| 4.3 | 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? <input type="checkbox"/> <input checked="" type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: |

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) LOYCA NATHALIE CUPIDO CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

Q. CREDIT ORDER INSTRUCTION

It is the policy of the Cape Winelands District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

DETAILS OF FIRM/INSTITUTION

| | |
|------|------------------------|
| Name | FA PROTECTION SERVICES |
| | PTY LTD |

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

| | |
|-----------------|--|
| NAME OF BANK | STANDARD |
| NAME OF BRANCH | HYGEE MANOR |
| BRANCH CODE | 050410 |
| ACCOUNT NUMBER | 10114674505 |
| TYPE OF ACCOUNT | <input checked="" type="checkbox"/> 1 = Cheque <input type="checkbox"/> 2 = Savings |

I/we hereby request and authorise the Cape Winelands district municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

I/we further undertake to inform the Cape Winelands District municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

L N Curpio
 INITIALS AND SURNAME:

[Signature]
 AUTHORISED SIGNATURE:

22/06/2021
 DATE:

02240152
 TELEPHONE NUMBER:

FOR BANK USE ONLY

I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:

[Signature]
 AUTHORISED SIGNATURE

| |
|--|
| STANDARD BANK OFFICIAL DATE STAMP 22 JUN 2021 TELLER 13 05-04-10 |
|--|

FOR FULL SUPPLIER ACCREDITATION, ALL PARTS MUST BE COMPLETED AND SIGNED:

**Certificate issued by the Companies and Intellectual Property
Commission on Monday, May 13, 2019 09:54
Certificate of Confirmation**



Companies and Intellectual
Property Commission
a member of the sars group

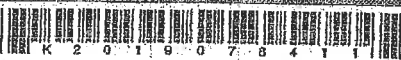
| | |
|------------------------------|---|
| Registration number | 2019 / 078411 / 07 |
| Enterprise Name | F B PROTECTION SERVICES (PTY) LTD |
| Enterprise Shortened Name | None provided. |
| Enterprise Translated Name | None provided. |
| Registration Date | 14/02/2019 |
| Business Start Date | 14/02/2019 |
| Enterprise Type | Private Company |
| Enterprise Status | In Business |
| Financial year end | February |
| Main Business/Main Object | BUSINESS ACTIVITIES NOT RESTRICTED. |
| Postal address | P O BOX 16109 PANORAMA PANORAMA NORTHERN CAPE 7506 |
| Address of registered office | 101 UYS KRIGE DRIVE PANORAMA PANORAMA WESTERN CAPE 7506 |



The Companies and Intellectual Property Commission
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel.086 100 2472, Website www.cipc.co.za



**Certificate issued by the Companies and Intellectual Property
Commission on Monday, May 13, 2019 09:54
Certificate of Confirmation**



Companies and Intellectual
Property Commission
a member of the dti group

Registration number **2019/078411/07**
Enterprise Name **F B PROTECTION SERVICES (PTY) LTD**

Name

Postal Address

Active Directors / Officers

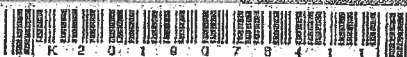
| Surname and first names | ID number or date of birth | Director type | Appoint- ment date | Addresses |
|-------------------------|-------------------------------|---------------|-----------------------|---|
| CUPIDO, LOYLA NATHALIE | 7107180195089 | Director | 14/02/2019 | Postal: P O BOX 16109, PANORAMA, PANORAMA, WESTERN CAPE, 7506 Residential: 1 EKSTEEN STREET, LOEVENSTEIN, BELLVILLE, WESTERN CAPE, 7530 |



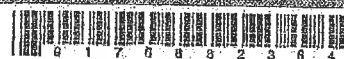
The Companies and Intellectual Property Commission
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 100 2472, Website www.cipc.co.za



K 2 0 1 9 0 7 8 4 1 1



9 1 7 6 8 8 2 3 6 4



TAX COMPLIANCE STATUS

PIN Issued

F B PROTECTION SERVICES(PTY)LTD
PO BOX 16109
PANORAMA
7506

Enquiries should be addressed to SARS:

Contact Detail

SARS
Alberton
1528

Contact Centre Tel: 0800 00 SARS (7277)
SARS online: www.sars.gov.za

Details

Taxpayer Reference Number: 9112412243

Always quote this reference number when contacting SARS

Issue Date: 2021/02/23

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

The South African Revenue Service (SARS) has issued your tax compliance status (TCS) PIN as indicated below:

| TCS Details: | |
|--------------------------|--|
| Taxpayer Name | F B Protection Services(Pty)Ltd |
| Trading Name | F B PROTECTION SERVICES(PTY)LTD |
| Tax Reference Number(s) | IT - 9112412243 Vat - 4220287330 PAYE - 7310804424 |
| Purpose of Request | Tender |
| Request Reference Number | 0043432365TS2302211556039 |
| PIN | 9A257A3329 |
| PIN Expiry Date | 23/02/2022 |

You may authorise a third party to view your TCS by providing them the PIN. The PIN only allows the third party access to your TCS. All other tax information remains secure.

Your TCS displayed is based on your compliance as at the date and time the PIN is used.

You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

SARS reserves the right to cancel this PIN in the event that it was fraudulently issued or obtained.

Should you have any other queries please call the SARS Contact Centre on 0800 00 SARS (7277). Remember to have your taxpayer reference number at hand when you call to enable us to assist you promptly.

Sincerely

ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE

| | | | |
|------------------|---------------------------------|------------------|-------------|
| Name | F B PROTECTION SERVICES(PTY)LTD | Timestamp | 4037886 |
| Tax reference No | 9112412243 | Year | 2021 |
| Form ID | RFDGCS | Page of Page | 01/01 |
| Contact Version | v2013.01.01 | Template version | v2013.01.01 |



2020075110



labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA

CALL CENTER NO: 0860 105 350

REG NO : 990001191294
FAX NO : 0123456789
ISSUE DATE : 2021-05-31
CERTIFICATE NO : 2020075110

F B PROTECTION SERVICES
PO BOX 16109
Parow

LETTER OF GOOD STANDING

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT 130 of 1993 (AS AMENDED).

With reference to sections 80, 82, 86 and 89 of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As amended), I hereby certify that:

F B PROTECTION SERVICES

has complied with the requirement of the above Act and is at present in good standing with the Compensation Fund.

Nature of business : SECURITY GUARDING, MOBILE BANKING

Expiry date : 2021-06-30

IMPORTANT NOTICE:

Any fraudulently obtained Letter of Good Standing shall constitute a criminal offence.

The Compensation Commissioner shall institute criminal proceedings against any perpetrators who unlawfully alter or deface this letter with intend to defraud or misrepresent facts contained therein.

PLEASE use the Below link (Website Address) to check if the Letter of Good Standing is valid:
<https://cfoonline.labour.gov.za/VerifyLOGS>

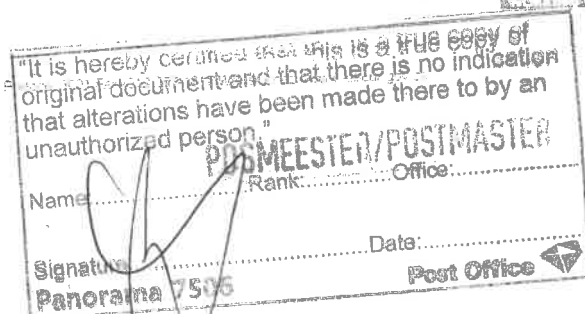
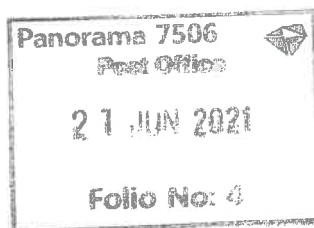
Yours faithfully

COMPENSATION COMMISSIONER

WAS 46

Compensation Fund, On Randburg and Sandown, Reg. No. 2020075110

Compensation Fund
ASSISTANT COMMISSIONER



FB PROTECTION SERVICES (Pty) Ltd

Company Reg Nr:2019/078411/07

101 Uys Krige Drive Panorama 7506

Tel: 021 224-0152

Fax: 086 514-1733

E-Mail: admin@fbprotectionservices.co.za

22 June 2021

Cape Winelands District Municipality
29 Du Toit Street
Stellenbosch

Att: Supply Chain Management

RE: LETTER OF GOODSTANDING COID

We hereby confirm that we have an approved installment plan in place with the Department of Labour. Once monthly payments are updated, LOGS can be printed that is valid for one month.

Upon the final payment due 31 July 2021, we will get a new LOGS valid until 30 April 2022.

Should you need any further information, please do not hesitate to contact us.

Kind Regards

Frans van Zyl

.....

TENDER DEPARTMENT

SWORN AFFIDAVIT – B-BBEE MICRO ENTERPRISE

I, the undersigned,

| | |
|---------------------|-----------------------|
| Full name & surname | Loyla Nathalie Cupido |
| Identity number | 7107180195089 |

Hereby declare under oath as follows,

1. The content of this statement is to the best of my knowledge a true reflection of the facts
2. I am a director/owner of the following enterprise and I am duly act on its behalf.

| | |
|---------------------|----------------------------------|
| Enterprise Name | FB PROTECTION SERVICES (PTY) LTD |
| Registration Number | 2019/078411/07 |
| Enterprise Address | 101 Uys Krige Drive Panorama |
| Nature of Business | Security & Cleaning |

3. I hereby declare under oath that:

- The enterprise is 100% black owned.
- The enterprise is 100% black woman owned.
- Based on the management accounts and other information available on the 1st of March 2021 financial year the income did not exceed R 10 000 000 (Ten Million Rands).
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

| | | |
|---------------------------|---|-------------------------------------|
| 100% black owned | Level One (135% B-BBEE procurement recognition) | <input checked="" type="checkbox"/> |
| More than 51% black owned | Level Two (125% B-BBEE procurement recognition) | <input type="checkbox"/> |
| Less than 51% black owned | Level Three (100% B-BBEE procurement recognition) | <input type="checkbox"/> |

4. The entity is an empowering supplier in terms of the dti Code of Good Practice.

5. I know and understand the contents of this affidavit and have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. This sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Jhames
 Commissioner of Oath
 Signature and stamp



Loyla Nathalie Cupido
 Deponent Signature

2021-05-21
 Date



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Civic Centre
 12 Hertzog Boulevard 8001
 PO Box 655 Cape Town 8000
 VAT registration number
 4500193497

| | |
|---|--------------|
| Tax invoice number | 104005828732 |
| Customer VAT registration number | |
| Account number | 219633124 |
| Distribution code | |
| Business partner number | 1001717474 |



BRADLEY BRENDT BB CUPIDO & LN
 1 EKSTEEN STREET
 LOEVENSTEIN
 BELLVILLE
 7530

Computer generated copy tax invoice

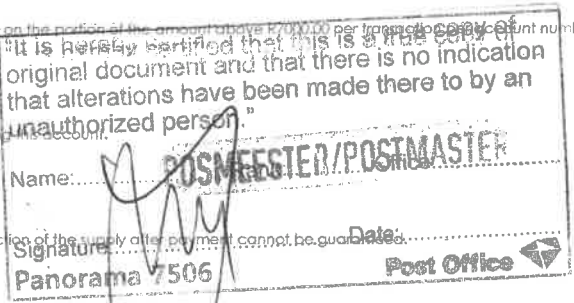
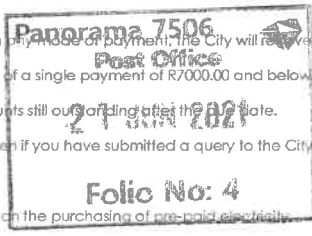
Tel: 086 010 3089 - Fax: 086 201 1017
 Tel: International calls +27 21 401 4701
 E-mail : accounts@capetown.gov.za
 Correspondence: Director : Revenue, P O Box 655,
 Cape Town 8000
 Web address:www.capetown.gov.za

| Account summary as at 14/05/2021 | | Due date | 08/06/2021 |
|---|------------------------------|-----------------|-------------------|
| At 1 EKSTEEN STREET, LOEVENSTEIN / Erf 973 | | | |
| Previous account balance | | | 4289.95 |
| Less payments (03/05/2021) | Thank you | | 4289.95- |
| (a) | | | 0.00 |
| Latest account - see overleaf | | | 4167.74 |
| Current amount due (b) | Payable by 08/06/2021 | | 4167.74 |
| | Total (a) + (b) | | 4167.74 |
| Total (a) + (b) above | | 4167.74 | |
| Total liability | | 4167.74 | |



Please note:

- Payment options
 - (a) Debit orders: Call 0860 103 089 or visit a Customer Service Centre.(b) Internet payments: Visit www.Easypay.co.za.
 - (c) Electronic payments (EFT): Select the City of Cape Town as a bank-listed beneficiary on your bank's website. Use only your nine-digit municipal account number as reference
 - (d) Direct deposit at Nedbank: Please present your account number 219633124 to the bank teller. (e) Cash, debit card, credit card and other: Please present your account to the cashier.
- Where the City incurs bank costs on any mode of payment, the City will recover such costs on the portion of the amount above R7000.00 per transaction to your account number. The City absorbs such costs in respect of a single payment of R7000.00 and below.
- Interest will be charged on all amounts still outstanding after the due date.
- You may not withhold payment, even if you have submitted a query to the City concerning this account.
- Failure to pay could result in:
 - (a) The City recovering debt overdue on the purchasing of pre-paid electricity.
 - (b) your water and/or electricity supply being disconnected/restricted. Immediate reconnection of the supply after payment cannot be guaranteed.
 A disconnection fee will be charged and your deposit amount might be increased.



Pay points: City of Cape Town cash offices or the vendors below:



BRADLEY BRENDT BB CUPIDO & LN



>>>> 915552196331246

| | |
|---|------------------|
| Account number | 219633124 |
| Total due if not paid in cash | 4167.74 |
| Amount due if paid in cash | 4167.70 |
| Rounded down amount carried forward to next invoice | 0.04 |



PSIRA

Private Security Industry Regulatory Authority

This certificate certifies that

F B PROTECTION SERVICES (PTY) LTD

Company

Trading As:

Reg Number : **2941100**

Date of Registration : **27/05/2019**

is duly registered as a Security Service Provider as contemplated in terms of
Section 21 of the Private Security Industry Regulation Act 2001 (Act No. 56 of 2001)

Date of Issue : **22/06/2021**

Valid Until : **21/06/2022**

Copy No 0

Certificate No



NOTE: This certificate remains at all times the property of the Private Security Industry Regulation Authority and in terms of Section 26(6) of the Private Security Industry Regulation Act, 2001(Act No. 56 of 2001) must forthwith be returned by the holder to the Authority on withdrawal or suspension of the holder's registration.

0186993



**NATIONAL BARGAINING
COUNCIL**
FOR THE PRIVATE SECURITY SECTOR

Central Office Park, Block Q, No.400,
16th Road, Randjespark, Midrand

Email: ceo@nbcps.org.za

Certificate of Registration

Issued by the

National Bargaining Council for the Private Security Sector

Levy no: LV0159

This is to Certify

That the undermentioned Person/Firm is duly registered as an Employer with the National Bargaining Council for the Private Security Sector

Name of Company/ Firm...**FB Protection Services (Pty) Ltd**

Trading in the name of **FB Protection Services**

Company Registration number.....**2019/078411/07**

Full names of Partners, Directors or Members

1. Loyla N Cupido

Business Address **101 Uys Krige Drive, Panorama**
Western Cape

ISSUED at JOHANNESBURG this... **19th** day of**March**... 20...**20..**

Secretary of the NBCPSS

* NOTE: This certificate merely confirms that the holder is registered with the Council as an employer and does not indicate any degree of Competency or Capability.

* NOTE: In the event of sequestration, winding up, abandonment of business, transfer, commencement of additional business or change in the type of business, address, ownership or management, such change must be notified to the Council within 30 days.

Registered in terms of Section 29 (15)(a) of the Labour Relations Act, 1995
Reference LR 2/6/6/164