

**CAPE WINELANDS DISTRICT**  
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

**TENDER NUMBER: T 2021/007**

**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  
FOR THE PERIOD ENDING 30 JUNE 2024**

COMPANY NAME:

Ngalo Security Services

POSTAL ADDRESS:

23260 Siphiso Nyanda Street  
Mandela Park, Khayelitsha  
7784

**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

**T 2021/007**  
**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 PAPEGAIRAND STREET [FIRE SERVICES], STELLENBOSCH FOR THE PERIOD  
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## **A. TENDER NOTICE**

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Tenders are hereby invited from PSIRA-accredited Security Firms for the rendering of security, patrol and access control services at the Cape Winelands District Municipality's office buildings situated at 46 Alexander Street, 29 du Toit Street, c/o Langenhoven Street and Bird Street and Papegaairand Street (Fire Services), Stellenbosch, for the ending 30 June 2024.

Technical enquiries regarding this bid can be directed to Karina Smit at telephone no. 021 888 5312 / 023 348 2317 / 082 444 7024.

**Closing date: 11:00 on Wednesday, 19 May 2021**

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Tender documents, in English, are available free of charge on the websites: [www.capewinelands.gov.za](http://www.capewinelands.gov.za) or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 220.00 per document.

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 tender.

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch on the abovementioned time and dates.

Tenders will be opened in public as soon as possible after this closing time.

**HF PRINS  
MUNICIPAL MANAGER**

## **B. GENERAL CONDITIONS AND INFORMATION**

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Inviting of tenders by the Cape Winelands District Municipality (CWDM), all relevant bid documentation, submitting of tenders by prospective bidders, evaluation / awarding of tenders 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 Tender**

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

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

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

### **2. Validity Period**

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

It will be expected from Suppliers to update registration details every 12 months from date of registration. Payment will not be effected if supplier information is outdated.

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

### **4. Completion of Tender Documents**

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

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

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

Any ambiguity has to be cleared with contact person for the tender before the tender 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 tenders 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 Tender**

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

#### **9. Contact with Municipality after Tender 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 Tenders Received

Tenders will be opened on the closing date immediately after the closing time specified in the tender 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 tenders will not be accepted.

The tender forms should be carefully completed and no errors will be condoned after tenders 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 Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender 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 councilor with this or any past tender.

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, favors, hospitality or any other benefit in any improper way, with this or any past tender.

## 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](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:

- 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.

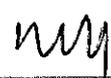
In instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. The relevant Sector Charter thresholds will therefore be used as a basis for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

**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 Tender.

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 tender, 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

### 23. Termination for default

The District Municipality, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, may terminate this agreement in whole or in part:

If the service provider fails to deliver any or all of the goods within the period(s) specified in the agreement;

If the service provider fails to perform any obligation(s) under the contract; or

If the service provider in the judgment of the District Municipality, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

In the event the District Municipality terminates the contract in whole or in part, the District Municipality may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the service provider shall be liable to the District Municipality for any excess costs for such similar goods, works or services. However, the service provider shall continue performance of the contract to the extent not terminated.

Where the District Municipality terminates the contract in whole or in part, the District Municipality may decide to impose a restriction penalty on the service provider by prohibiting such service provider from doing business with the public sector for a period not exceeding 10 years.

If a District Municipality intends imposing a restriction on a service provider or any person associated with the service provider, the service provider 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 service provider fail to respond within the stipulated fourteen (14) days the District Municipality may regard the service provider as having no objection and proceed with the restriction.

Any restriction imposed on any person by the District Municipality will, at the discretion of the District Municipality, 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 District Municipality actively associated.

If a restriction is imposed, the District Municipality must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

The name and address of the supplier and / or person restricted by the District Municipality;  
The date of commencement of the restriction;  
The period of restriction; and  
The reasons for the restriction

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

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

#### **24. Termination for Insolvency**

The District Municipality may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the District Municipality.

#### **25. Settlement of Disputes**

If any dispute or difference of any kind whatsoever arises between the District Municipality and the service provider 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.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the District Municipality or the service provider 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.

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

Notwithstanding any reference to mediation and/or court proceedings herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

The District Municipality shall pay the service provider any monies due for goods delivered and/or services rendered according to the prescripts of the contract.

#### **26. Applicable Law**

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

#### **27. Notices**

Every written acceptance of a bid and any other notices shall be posted to the service provider concerned 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;

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.

#### **28. Taxes and duties**

A service provider shall be entirely responsible for all taxes, duties, license fees, etc., of the contracted goods to the District Municipality.



No contract shall be concluded with any tenderer whose tax matters are not in order.

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

## **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.

Where the value of an intended contract will exceed R 1 000 000.00 (R1 Million) it is the bidder's responsibility to be registered with the South African Revenue Services (SARS) for VAT purposes in order to be able to issue tax invoices. CWDM will deem the price above R 1 000 000.00 (R1 Million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

The 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.

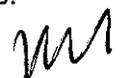
The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

## **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 tender closure date must accompany the tender 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 tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

**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 "tender 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

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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.



- 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.

## **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 fulfilment 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.



- 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 Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

#### **24. 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 willful 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 tenders.

### Regulation R 32 of 20 January 2017 provide for a preference points system

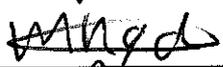
**80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]**

The points are awarded as follows:

- 80 points is awarded for the **lowest price** if it complies with the Tender / 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

## E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2021/007	Closing date:	19/05/2021	Closing time:	11h00
Description	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 FOR THE PERIOD ENDING 30 JUNE 2024				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder	Nyalo Security (Pty) (Ltd)				
Postal address	23260 Siphiso Nyanda Street				
Street address	23260 Siphiso Nyanda Street				
Telephone number	Code	021 3676012	Number	0875 100331	
Cell phone number	078 024 5427				
E-mail address	nyalobusiness@gmail.com				
VAT registration number	N/A				
Tax compliance status	TCS PIN:	CF6346827	OR	CSD No:	MAAA 0558582
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> yes <input type="checkbox"/> no		B-BBEE status level sworn affidavit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered	ALL		Total bid price	R3238592	
Signature of bidder			Date	05/05/2021	
Capacity under which this bid is signed	Director				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Karina Smit				
Telephone number	021 888 5312 / 023 348 2317 / 082 444 7024				
E-mail address	karina@capewineland.gov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewineland.gov.za				

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

**1. BID SUBMISSION:**

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

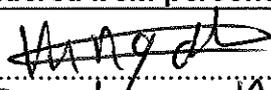
**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. Is the entity a resident of the republic of South Africa (RSA)?  Yes  No
- 3.2. Does the entity have a branch in the RSA?  Yes  No
- 3.3. Does the entity have a permanent establishment in the RSA?  Yes  No
- 3.4. Does the entity have any source of income in the RSA?  Yes  No
- 3.5. Is the entity liable in the RSA for any form of taxation?  Yes  No

**If the answer is "no" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.**

**NB: failure to provide any of the above particulars may render the bid invalid.  
No bids will be considered from persons in the service of the state.**

Signature(s):



Name(s):

M Fundi Ngalo

Capacity for the Tenderer:

Director

Date:

05 / 05 / 2021



## F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

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### 1. BACKGROUND

- 1.1 The Cape Winelands District Municipality invite tenders 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 46 Alexander Street, 29 du Toit Street, c/o Langenhoven Street and Bird Street and Papegaairand Street (Fire Services), Stellenbosch, for the period ending 30 June 2024.
- 1.2 **ACCESS CONTROL SERVICES must be rendered** at the main entrances to the District Municipality's office buildings in Stellenbosch, situated at:
- 1.2.1 29 Du Toit Street;
- 1.2.2 46 Alexander Street;
- 1.2.3 The gate providing access at the back of the office building situated at 29 Du Toit Street, Stellenbosch (Annex Building);
- 1.2.4 c/o Langenhoven Street & Bird Street; and
- 1.2.5 Papegaairand Street (Fire Services).
- 1.3 **SECURITY AND PATROL SERVICES must be rendered** at all the premises after normal working hours and on weekends and Public Holidays.

### 2. REQUIREMENT PERTAINING TO SERVICE PROVIDER

#### 2.1 46 ALEXANDER STREET & 29 DU TOIT STREET, STELLENBOSCH

- 2.1.1 The provision of **three (3)** Security Officers (Grade C) per shift to provide access control services at the main entrances to the office buildings situated at 46 Alexander Street and 29 Du Toit Street, Stellenbosch, as well as the gate providing access at the back of the office buildings (Annex Building)
- 2.1.2 The 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).
- 2.1.3 The provision of **two (2)** Security Officers (Grade C) per shift to render 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 |
- 2.1.4 Security Officers are obliged to attend an Induction Programme of the Cape Winelands District Municipality prior to commencement of their duties, should it be required by the Cape Winelands District Municipality.



- 2.1.5 The service provider must install a guard monitoring system to which the Cape Winelands District Municipality must have web-based access to on a daily basis. Such system must be functional on the date that this contract takes effect, which will be 01 July 2021. Guard monitoring reports must be submitted on a daily basis by not later than 08:00 for the preceding 24 hours. Any queries raised by the Cape Winelands District Municipality on the guard monitoring reports, must be responded to in writing within 48 hours of such query. The service provider must ensure that the guard monitoring system does not cause any noise nuisance or annoyance to the comfort of inhabitants of neighboring buildings.
- 2.1.6 **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 and/or property of the District Municipality within a maximum period of 30 (thirty) minutes, on a 24-hour basis.**
- 2.1.7 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.
- 2.1.8 The successful service provider must **make provision for relief Security Officers** to meet the required service hours when the maximum working time is exceeded according to legislation.
- 2.1.9 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.

## 2.2 C/O LANGENHOVEN STREET & BIRD STREET, STELLENBOSCH

- 2.2.1 The provision of **one (1)** Security Officer (Grade C) per shift to provide access control services at the main entrance to the office building situated at the c/o Langenhoven Street & Bird Street, Stellenbosch.
- 2.2.2 The 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).
- 2.2.3 The provision of **one (1)** Security Officer (Grade C) per shift to render 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 |
- 2.2.4 Security Officers are obliged to attend an Induction Programme of the Cape Winelands District Municipality prior to commencement of their duties, should it be required by the Cape Winelands District Municipality.
- 2.2.5 The service provider must install a guard monitoring system to which the Cape Winelands District Municipality must have web-based access to on a daily basis. Such system must be functional on the date that this contract takes effect, which will be 01 July 2021. Guard monitoring reports must be submitted on a daily basis by not later than 08:00 for the preceding 24 hours. Any queries raised by the Cape Winelands District Municipality on the guard monitoring reports, must be responded to in writing within 48 hours of such query. The service provider must ensure that the guard monitoring system does not cause any noise nuisance or annoyance to the comfort of inhabitants of neighboring buildings.

- 2.2.6 **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 and/or property of the District Municipality within a maximum period of 30 (thirty) minutes, on a 24-hour basis.**
- 2.2.7 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.
- 2.2.8 The successful service provider must **make provision for relief Security Officers** to meet the required service hours when the maximum working time is exceeded according to legislation.
- 2.2.9 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.

**2.3 PAPEGAAIRAND STREET (FIRE SERVICES), STELLENBOSCH**

- 2.3.1 The provision of **one (1)** Security Officer (Grade C) per shift to provide access control services at the main entrance to Fire Services premises situated at Papegaairand Street, Stellenbosch.
- 2.3.2 The 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).
- 2.3.3 The provision of **one (1)** Security Officer (Grade C) to render 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
- 2.3.4 Security Officers are obliged to attend an Induction Programme of the Cape Winelands District Municipality prior to commencement of their duties, should it be required by the District Municipality.
- 2.3.5 The service provider must install a guard monitoring system to which the Cape Winelands District Municipality must have web-based access to on a daily basis. Such system must be functional on the date that this contract takes effect, which will be 01 July 2021. Guard monitoring reports must be submitted on a daily basis by not later than 08:00 for the preceding 24 hours. Any queries raised by the Cape Winelands District Municipality on the guard monitoring reports, must be responded to in writing within 48 hours of such query. The service provider must ensure that the guard monitoring system does not cause any noise nuisance or annoyance to the comfort of inhabitants of neighboring buildings.
- 2.3.6 **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 and/or property of the District Municipality within a maximum period of 30 (thirty) minutes, on a 24-hour basis.**
- 2.3.7 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.

2.3.8 The successful service provider must **make provision for relief Security Officers** to meet the required service hours when the maximum working time is exceeded according to legislation.

2.3.9 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. CLOSURE OF OFFICES DURING FESTIVE SEASON

Should the Cape Winelands District Municipality's office buildings close during the festive season, the services of the two (2) Security Officers rendering access control services at the main entrances to the District Municipality's office buildings situated at 29 Du Toit Street and 46 Alexander Street, Stellenbosch, will remain on duty at the said premises, if so required.

### 4. REQUIREMENTS PERTAINING TO SECURITY OFFICERS

4.1 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.

4.2 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 –

4.2.1 Are permanent residents of South Africa.

4.2.2 Do not have committed any of the scheduled criminal offenses listed in the Private Security Industry Regulation Act.

4.2.3 Have completed training at an accredited training centre.

4.3 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.

4.4 Acceptable proof of qualifications referred to in paragraph 4.3 shall be:

4.4.1 PSIRA registration (**attach a certified copy of certificate to document**); and

4.4.2 Certificate of training as Security Officer (Grade C).

4.5 The service provider warrants and guarantees that:

4.5.1 The Security Officer's services shall be rendered and executed in a professional manner in accordance with the standards agreed upon between the parties;

4.5.2 The Security Officers shall have the expertise to execute their functions properly, in particular regarding the execution of the required services;

4.5.3 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 of the Western Cape Province shall be employed.**



- 4.6 The service provider undertakes to introduce any Security Officer who are newly appointed during the course of the tender period or who are replacing a Security Officer during the course of the tender period and who are going to render security and access control services at any of the Stellenbosch offices of the Cape Winelands District Municipality to designated employees of the Cape Winelands District Municipality at the respective sites.
- 4.7 The service provider undertakes to provide satisfactory proof of the qualifications of any newly appointed Security Officer in accordance with paragraph 4.4.

## 5. DUTIES AND CONDITIONS OF SECURITY OFFICERS

### 5.1 SECURITY AND PATROL SERVICES

- 5.1.1 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;
- 5.1.2 Co-operate in anti-crime projects launched by the District Municipality;
- 5.1.3 Perform associated duties requested by the District Municipality from time to time.
- 5.1.4 Work shifts and/or overtime as and when required by the District Municipality and the services presently required shall consist of –

#### **46 Alexander Street & 29 Du Toit Street, Stellenbosch**

**Two (2)** Security Officers per shift to do duty as follows:

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

#### **c/o Langenhoven Street & Bird Street, Stellenbosch**

**One (1)** Security Officer per shift to do duty at all the Stellenbosch sites as follows:

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

#### **Papegaairand Street (Fire Services), Stellenbosch**

**One (1)** Security Officer per shift to do duty at all the Stellenbosch sites as follows:

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

### 5.2 ACCESS CONTROL SERVICES

- 5.2.1 Work shifts and/or overtime as and when required by the District Municipality and the services presently required shall consist of –

#### **46 Alexander Street & 29 Du Toit Street, Stellenbosch**

**Three (3)** Security Officers per shift to do duty as follows:

Mondays to Fridays:	07:30 and 17:00
(Excluding Public Holidays, unless requested and arranged beforehand by the District Municipality)	

**c/o Langenhoven Street & Bird Street, Stellenbosch**

**One (1)** Security Officer per shift to do duty at all the Stellenbosch sites as follows:

Mondays to Fridays: 07:30 and 17:00  
(Excluding Public Holidays, unless requested and arranged beforehand by the District Municipality)

**Papegaairand Street (Fire Services), Stellenbosch**

**One (1)** Security Officer per shift to do duty at all the Stellenbosch sites as follows:

Mondays to Fridays: 07:30 and 17:00  
(Excluding Public Holidays, unless requested and arranged beforehand by the District Municipality)

**5.3 REQUIREMENTS**

- 5.3.1 Be in a physically fit condition;
- 5.3.2 Daily sign on and off duty;
- 5.3.3 When on duty, wear an identity disc, tag or other identity device;
- 5.3.4 When on duty, wear an approved uniform including footwear;
- 5.3.5 When on duty, be in possession of pocket book and pen, a baton, handcuffs, whistle and flashlight as well as a hand-held two-way radio set (alternatively fully operational cellular telephones) which shall at all times be in working order and condition (where applicable);
- 5.3.6 Perform all duties with due regard to the provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and adhere to all safety rules and regulations;
- 5.3.7 Not cause any noise or nuisance which would in any way disturb the quiet and peaceful occupation of occupants of buildings adjacent to buildings of the Cape Winelands District Municipality;
- 5.3.8 The conduct and behaviour of Security Officers must always be of such a nature that it is conducive to the image of the Cape Winelands District Municipality.

**5.4 DISSATISFACTION**

In the event of the District Municipality being dissatisfied with any of the security Officers provided by the service provider, the District Municipality shall notify the service provider in writing thereof. The service provider shall forthwith provide an equally qualified and trained substitute. The District Municipality shall furnish reasons for its dissatisfaction to the service provider and the parties shall keep these reasons confidential between themselves.

**6. DUTIES AND CONDITIONS OF SERVICE PROVIDER**

It is first and foremost incumbent upon the bidder to familiarize themselves with the general environment and conditions in which they are to operate.



## 6.1 SUPERVISION

The services rendered by the Security Officers of the service provider shall be rendered under competent supervision provided by the service provider and the service provider shall be required to carry out proper supervision of its personnel by means of regular visits during their hours of duty. **The Supervisor of the service provider shall furthermore record details of such visits.**

## 6.2 COMMAND AND DEPLOYMENT

The service provider, in conjunction with the District Municipality, shall be responsible for taking command of and controlling the deployment of the service provider's personnel on a daily basis which will include the deployment of the Security Officers by the District Municipality.

## 6.3 REPORTING OF INCIDENTS AND WEEKLY REPORTS

6.3.1 All incidents or accidents involving the death or injury to any person, including any criminal offence committed on the premises of the District Municipality, shall forthwith be reported to the local police station and the District Municipality. A detailed written report of such incidents shall be presented to the District Municipality within twelve (12) hours after the occurrence of the said incident or accident. A list of names and telephone numbers of the District Municipality's controlling officers to whom the said incidents or accidents shall be reported, shall be made available to the service provider on or before the commencement of the service.

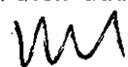
6.3.2 Salient details of all incidents occurring on the District Municipality's premises shall be recorded immediately after the occurrence thereof in the Occurrence Book. Books for this purpose shall remain available for inspection at any time in a pre-arranged office or enclosure on the premises. All and any vehicles and visitors entering the premises of the District Municipality must be recorded in the Occurrence Book, as well as all movement (vehicles and persons) on the premises at 46 Alexander Street, 29 Du Toit Street, c/o Langenhoven Street and Bird Street, Stellenbosch between 17:00 and 07:30 from Mondays to Fridays, and on Public Holidays and weekends for 24 hours. At the Drukkers Avenue premises (Fire Services) all and any vehicles and visitors entering the premises of the District Municipality must be recorded in the Occurrence Book, as well as all movement (vehicles and persons) for 24 hours continuously.

5.3.3 Notwithstanding anything to the contrary, the District Municipality may also, if deemed necessary, request the service provider to submit a detailed written report in respect of any incident or accident after it has occurred on the premises.

6.3.4 The service provider must ensure that, should the District Municipality deem it necessary, its Security Officers attend and testify in disciplinary hearings against employees of the District Municipality, regarding incidents recorded in the Occurrence Book: Provided that the District Municipality has notified the service provider, within a reasonable time, before the start of the disciplinary hearing that the presence of the service provider's Security Officer(s) is as such required by the District Municipality.

## 6.4 EQUIPMENT

The service provider shall ensure that the necessary equipment, as agreed upon between the parties from time to time, including but not limited to batons, handcuffs, pocket books, occurrence books, whistles, hand-held two-way radio sets (alternatively fully operational cellular telephones) and flashlights shall at all times be in possession of the Security Officer and be in working order and condition, to enable its personnel to perform their duties to the reasonable satisfaction of the District Municipality.



## 6.5 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.

### 6.5.1 Identification for purposes of this service shall be construed as—

6.5.1.1 A uniform, as agreed upon between the parties; and

6.5.1.2 Identity disc, tag or other device as agreed upon between the parties.

6.5.1.3 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.**

## 6.6 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.

## 6.7 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.

## 6.8 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 Services (SARS). **The said certificate must be attached to your Tender.**

## 6.9 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.

## 6.10 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.

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

#### 6.12 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.

#### 6.13 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.

#### 6.14 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.

#### 6.15 INDEMNIFICATION

6.15.1 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;
- (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.

6.15.2 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.

### 7. **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.

### 8. **INTIMIDATION**

8.1 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.

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

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

## 9. INSTRUCTIONS TO THE SERVICE PROVIDER

9.1 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.

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

## 10. 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.

## 11. 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.

## 12. 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

23260 Siphiso Myandq  
Street  
Mandela Park  
7784

## 13. REMUNERATION

13.1 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.

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

## 14. REFERENCES

At least three (3) reference letters from companies with whom the service providers are/have conducted business relating to the terms of reference of this tender must be

included in the tender 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.

## 15. PROTECTION OF PERSONAL INFORMATION

In submitting any information or documentation requested above or any other information that may be requested pursuant to this tender, 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.

## 16. EVALUATION

- 16.1 Service providers are required to attach to their tender 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).
- 16.2 Failure to submit and attach proof of valid registration with the Private Security Industry Regulatory Authority (PSIRA) will automatically disqualify a service provider.
- 16.3 This tender will be evaluated per individual site within the Stellenbosch geographical area, based on the total price for rendering the required services over the 3-year period ending 30 June 2024.
- 16.4 This tender may be awarded to different service providers for the different sites, however the Cape Winelands District Municipality reserves the right to award more than one site to a single service provider.
- 16.5 In order to be considered, a service provider must complete the prescribed pricing schedules in full for the specific sites within the Stellenbosch geographical area for which they are submitting a tender.

## 17. PRICE

- 17.1 Tender prices must be valid and fixed for the period from 01 July 2021 to 30 June 2024.
- 17.2 The successful service provider will not be allowed to submit any claims for an increase to the amount tendered or any additional payments during the term of the contract from 01 July 2021 to 30 June 2024.
- 17.3 **For proper evaluation purposes it is obligatory that the prescribed pricing schedules must be completed in full and signed. Alternative pricing schedules will not be accepted.**
- 17.4 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 the respective sites, namely 46 Alexander Street, 29 du Toit Street, c/o Langenhoven Street and Bird Street and Papegaairand Street (Fire Services), Stellenbosch, for the period from 01 July 2021 to 30 June 2024, with due regard to the number of Security Officers required per site.



## 18. DELIVERABLES

- 18.1 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)
- 18.2 Functional web-based guard monitoring system to which the Cape Winelands District Municipality, together with the submission of guard monitoring reports on a daily basis.
- 18.3 Timeous written response to any queries raised by the Cape Winelands District Municipality on the guard monitoring reports, within 48 hours of such query.
- 18.4 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.

MM

## G. FORM OF OFFER

### OFFER

The Cape Winelands District Municipality, identified in the acceptance signature block, has solicited offers to enter into a Contract in respect of the following works:

**T 2021/007: 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 FOR THE PERIOD ENDING 30 JUNE 2024**

The bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the Conditions of Tender and offers to perform all of the obligations and liabilities under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount of be determined in accordance with the conditions of contract identified in the Conditions of Contract.

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

**For proper evaluation purposes it is essential that this specific pricing schedule be completed in full and signed. Alternative pricing schedules will not be accepted**

This offer may be accepted by the Cape Winelands District Municipality by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity Stated in the Conditions of Tender, whereupon the bidder becomes the party named as the Service Provider in the Conditions of Contract.

Signature(s):  .....

Name(s): *Mtshali Ngabo* .....

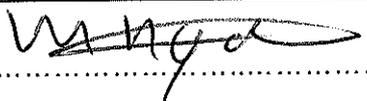
Capacity for the Tenderer: *Director* .....

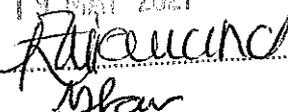
Name of organization: *Ngabo Security (Pty) Ltd* .....

Name and Signature of Witness:  ..... Date: *05/05/21*



For proper evaluation purposes it is essential that this specific pricing schedule be completed in full and signed. Alternative pricing schedules will not be accepted.

PRICING SCHEDULE			
PERIOD	PRICE PER MONTH (EXCLUDING VAT)	NUMBER OF MONTHS	TOTAL PRICE PER ANNUM (EXCLUDING VAT)
<b>46 ALEXANDER STREET &amp; 29 DU TOIT STREET &amp; THE GATE PROVIDING ACCESS AT THE BACK OF THE OFFICE BUILDING SITUATED AT 29 DU TOIT STREET, STELLENBOSCH (ANNEX BUILDING)</b>			
2021-07-01 – 2022-06-30	R 42391,70	12	R 508700,40
2022-07-01 – 2023-06-30	R 43494,70	12	R 521936,40
2023-07-01 – 2024-06-30	R 44491,70	12	R 533900,40
<b>SUB TOTAL</b>			R 1564537,20
<b>15% VAT</b>			R 234680,58
<b>TOTAL</b>			R 1799217,78
PSIRA Registration Number: ..... 286 9511			
NAME OF SERVICE PROVIDER: ..... Ngalo Security			
SIGNED ON BEHALF OF SERVICE PROVIDER: ..... 			
DATE: ..... 05/05/2021			

Cape Winelands District Municipality  
**TENDER**  
 Opened at 11h00 on  
**19 MAY 2021**  
  
 Witness: .....

PRICING SCHEDULE			
PERIOD	PRICE PER MONTH (EXCLUDING VAT)	NUMBER OF MONTHS	TOTAL PRICE PER ANNUM (EXCLUDING VAT)
c/o LANGENHOVEN STREET & BIRD STREET			
2021-07-01 – 2022-06-30	R 16 956,68	12	R 203 480,16
2022-07-01 – 2023-06-30	R 17 397,88	12	R 208 774,56
2023-07-01 – 2024-06-30	R 17 796,68	12	R 213 560,16
SUB TOTAL			R 6 258 14,88
15% VAT			R 93 872,23
TOTAL			R 7 196 87,11
PSIRA Registration Number: 286 9511			
NAME OF SERVICE PROVIDER: Ngalo Security			
SIGNED ON BEHALF OF SERVICE PROVIDER: <i>WAGD</i>			
DATE: 05/05/2021			

Cape Winelands District Municipality  
 TENDER  
 Opened at 11h00 on  
 19 MAY 2021  
*Alauand*  
*Waw*  
 Witness:

PRICING SCHEDULE			
PERIOD	PRICE PER MONTH (EXCLUDING VAT)	NUMBER OF MONTHS	TOTAL PRICE PER ANNUM (EXCLUDING VAT)
<b>PAPEGAAIRAND STREET (FIRE SERVICES)</b>			
2021-07-01 – 2022-06-30	R 16 956,68	12	R 203 480,16
2022-07-01 – 2023-06-30	R 17 397,88	12	R 208 774,56
2023-07-01 – 2024-06-30	R 17 796,68	12	R 213 560,16
		<b>SUB TOTAL</b>	R 625 814,88
		<b>15% VAT</b>	R 93 872,23
		<b>TOTAL</b>	R 719 687,11
PSIRA Registration Number: 286 9511			
NAME OF SERVICE PROVIDER: Ngalo Security			
SIGNED ON BEHALF OF SERVICE PROVIDER: <i>[Signature]</i>			
DATE: 05/05/2021			

Cape Winelands District Municipality  
**TENDER**  
 Opened at 11h00 on  
 19 MAY 2021  
*[Signature]*  
 Witness: *[Signature]*

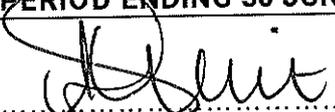
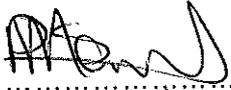
## H. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderers 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 tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to, and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (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)	
T 2021/007: 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 FOR THE PERIOD ENDING 30 JUNE 2024	
 Karina Smit Ms. F.A. du Raan-Groenewald Director: Support Services Chief Financial Officer: Financial and Strategic Support Services	29/09/2021 Date
 E. Niemand RS MANDEL Witness	29/09/2021 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

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

<p><b>LW!</b> Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtingings-telkaart voorgelê word <u>tesame</u> met die MBD 6.1 Eïsvorm vir punte.</p>	<p><b>NB!</b> To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card <u>must</u> be submitted <u>with</u> the MBD 6.1 Claim Form.</p>	<p><b>QAPHELA!</b> Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, <u>kufuneka</u> ukuba isicelo sakho sekopi eqinisekisiweyo ye Balanced Broad-Based Black Economic Empowerment Score Card <u>ihambe</u> kunye nefomu eyi <b>MBD 6.1 Claim Form</b>.</p>
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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>

Ngalo business (Pty) Ltd

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

- \*\*1.** Persentasie aandeelhouding 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**.

0 %
- 2.** Persentasie aandeelhouding 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**.

0 %
- 3.** Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **gestremdheid**.  
 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 aandeelhouding 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)

100%
- 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 /  **Uit/Out/Ngaphandle**  
 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  **Nee/No/Hayi**

*W*

## J. DECLARATION OF INTEREST – (MBD 4 B)

(On behalf of the company and its directors/ members/ trustees/ principle shareholders<sup>2</sup>)

1. No bid/database registration will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid/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/shareholders<sup>2</sup> of the company.

3.1	Full Name of bidder or his or her representative	Mfund. Ngalo
3.2	Identity Number (person submitting this declaration)	8910 18 5647 080
3.3	Position occupied in the Company (official/director/trustee/shareholder <sup>2</sup> ):	DIRECTOR
3.4	Company Registration Number	2016 / 475700 / 07
3.5	Tax Reference Number	9424543180
3.6	VAT Registration Number	N/A
3.7	The names of all directors/ members/ trustees/ 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:

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. ..... .....		

*MM*

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	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 <b>every three</b> 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. ..... .....		

M

4	<b>MFMA Circular No 62 of July 2013</b> require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employe 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. <b>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.</b>	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) Municipal clearance or most recent service account must be attached as evidence
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

*M*

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.

*W. Ngalo*  
Signature

05/05/2021  
Date

Director  
Capacity of Signatory

Ngalo Security  
Name of Bidder/Company/CC Name

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

- <sup>1</sup> MSCM Regulations: "in the service of the state" means to be –
- (a) a member of –
    - (i) any municipal council;
    - (ii) any provincial legislature; or
    - (iii) the national Assembly or the national Council of provinces;
  - (b) a member of the board of directors of any municipal entity;
  - (c) an official of any municipality or municipal entity;
  - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
  - (e) a member of the accounting authority of any national or provincial public entity; or
  - (f) an employee of Parliament or a provincial legislature.
- <sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

**Commissioner of Oaths**

Signed and sworn to before me at L/WEST SABS  
on this the 12 day of 05 2021 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.

Commissioner of Oaths *[Signature]*  
Position: SAT  
Address: MAKABENI ROAD  
KHAJELITSHA  
Tel: (021) 360-2260

**Apply official stamp of authority on this page:**

SOUTH AFRICAN POLICE SERVICE  
SHIFT - C  
2021-05-12  
LINGELETHU WEST  
ANAPOLISA OMZANTSI AFRICA

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)

*WM*

**K. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED (MBD 5))**

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

1.	Are you by law required to prepare annual financial statements for auditing?	Yes/No <input checked="" type="radio"/>
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. ..... ..... ..... .....	
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes/No <input checked="" type="radio"/>
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars. ..... ..... .....	
3	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract?	Yes/No <input checked="" type="radio"/>
3.1	If yes, furnish particulars ..... ..... .....	
4	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes/No <input checked="" type="radio"/>

4.1	If yes, furnish particulars ..... ..... ..... .....
-----	---

**CERTIFICATION**

I, THE UNDERSIGNED (NAME) mtundi ngalo  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS  
 CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION  
 PROVE TO BE FALSE.

~~W. Mtshali~~      05/05/2021  
 Signature Date

Director  
 Position Name of Bidder

*mm*

## L. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (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: 1 = 20 (maximum of 20 points)



(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by 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	<input checked="" type="checkbox"/>
-----	--	----	-------------------------------------

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		
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		
Any QSE		

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

8.1 Name of company/firm: Ngalo Security (Pty) (Hd)

8.2 VAT registration number: N/A

8.3 Company registration number: 2016 / 475700 / 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**

Physical Guarding  
K9 special unit  
24 hour Responce and Patrol

8.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated: CCT

Registered Account Number: 133919148

Stand Number: ERF 23260 Siphiso Nyanda Street

8.8 Total number of years the company/firm has been in business: 4

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) Forward the matter for criminal prosecution.

Signature of Bidders: ~~Mgdlu~~

DATE: 05/05/2021

ADDRESS: 23260 Siphiso Nyanda Street

WITNESSES:

1. ~~MAA~~

2. Jumolungu

MM

**M. CONTRACT FORM – PURCHASE OF GOODS/WORKS OR RENDERING OF SERVICES (MBD 7.2)**

**MBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) Cape Winelands Distric in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number 12021/067 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Name Mfundi Ngalo

Capacity Director

Signature Mfundi Ngalo

Company name Ngalo Security (Pty) Ltd

Date 05/05/2021

Witness 1 [Signature] Date 05/05/2021

Witness 2 [Signature] Date 05/05/2021

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

1. I, <sup>MM</sup> ~~Atfundi~~ <sup>MM</sup> ~~Agabo~~ in my capacity as <sup>MM</sup> ~~Director~~ accept your bid under reference number ..... dated..... 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)

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

Signed at ..... on.....

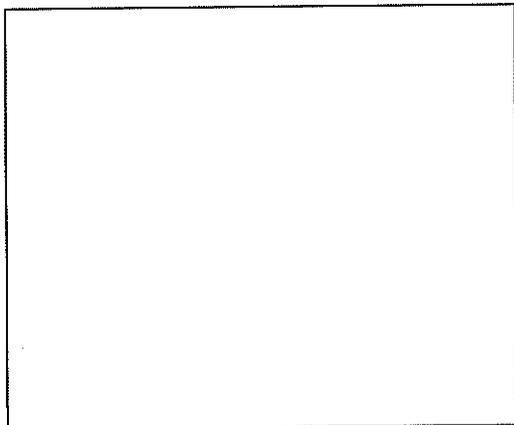
Name (Print) .....

Signature .....

Witness 1 ..... Date .....

Witness 2 ..... Date .....

Official Stamp



*MM*

## N. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT 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 Tender 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 (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>		✓
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 Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>		✓
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	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?		<input checked="" type="checkbox"/>
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 checked="" type="checkbox"/>
4.3.1	If so, furnish particulars: ..... .....		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) Mphahlele Ngobelo 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.

Mphahlele Ngobelo  
.....  
Signature

05/05/2021  
.....  
Date

Director  
.....  
Position

Ngobelo Security  
.....  
Name of Bidder

MM

## O. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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

I, the undersigned, in submitting the accompanying bid:

T2021/007 Security, Labor and access control  
(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: Ngalo Security (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 consortium<sup>3</sup> will not be construed as collusive bidding.
  
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) Prices;
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit, a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
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

Dike Ctor

Position

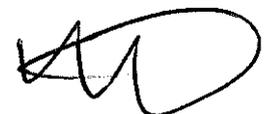
05/05/2021

Date

Ngalo Security

Name of Bidder

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



**P. MUNICIPAL RATES AND SERVICES**

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
Mfundi Ngalo	23760 Siphiso	133919148	CCT

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

**DECLARATION:**

I, the undersigned (name) Mfundi Ngalo  
 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

05/05/2021  
 Date

Director  
 Position

Ngalo Cleaning  
 Name of Bidder



**Q. AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize Mr/Mrs .....  
acting in his/her capacity as .....  
of the business trading as .....  
to sign all documentation in connection with Tender.....

Name of members / directors	Signature	Date

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



# R. 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	NGALO BUSINESS (PTY) LTD

## DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

NAME OF BANK	NEDBANK
NAME OF BRANCH	STELLENBOSCH
BRANCH CODE	198765
ACCOUNT NUMBER	1211154483
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.

INITIALS AND SURNAME: M Ngalo     
 AUTHORISED SIGNATURE: [Signature]     
 DATE: 14/05/21     
 TELEPHONE NUMBER: 021707001

### 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:

.....  
 AUTHORIZED SIGNATURE

**Nedbank Limited**  
 Reg No. 1951/000009/06  
 STELLENBOSCH

**14 MAY 2021**  
 OFFICIAL DATE STAMP

SALES CONSULTANT (071)  
 16 - 99 - 45

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

## S. COMPULSORY DOCUMENTATION / CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT: (Failure to submit this documentation shall lead to disqualification)

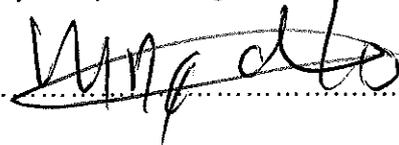
<b>Form G - Form of offer</b> Is the form duly completed and signed?	Yes		No	
<b>Form J – Declaration of Interest (MBD4)</b> Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes		No	
<b>Form K – Certificate of Independent Bid Determination (MBD 9)</b> Is the form duly completed and signed?	Yes		No	
<b>Form L – Preference Points Claim – (MBD 6.1)</b> Is the form duly completed and signed?	Yes		No	
<b>Form M - Contract Form</b> Is the form duly completed and signed?				
<b>Form N – Municipal Rates and services</b> Is a certified copy of the <u>bidder's and those of its director's</u> municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	Yes		No	
<b>Form O– Authority for Signatory</b> Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
<b>Form P – Declaration of Past Supply Chain Practices (MBD 8)</b> Is the form duly completed and signed?	Yes		No	
<b>Tax Compliance Status</b> Is your unique personal identification number (pin) issued by SARS attached?	Yes		No	

Additional documents applicable to this specific tender:				
<b>PSIRA registration</b> Is the certificate attached?	Yes		No	
<b>Compensation for Occupational Injury and Diseases Act</b> Is the letter of Good Standing attached?	Yes		No	
<b>Company profile</b> Is a company profile attached?	Yes		No	

**Failure to submit the following certificate will not lead to disqualification, but the tenderer will score 0 points for B-BBEE during the evaluation of tender offers.**

<b>B-BBEE Certificate</b> Is a certified copy of the B-BBEE or Original certificate attached?	Yes		No	
--	-----	--	----	--

I, Mfundi Ngalo confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature: 

Date: 05/05/2021



## T. REFERENCES

This schedule is to determine the capability of the bidder to execute the contract.

At least three (3) reference letters from companies with whom the service providers are/have conducted business relating to the terms of reference of this tender must be included in the tender 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

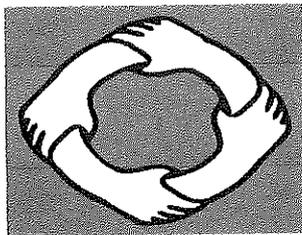
Company Name	Shawn Design Solutions
Description of project	Physical Security, Access, Patrol
Contact person name	Ms A. Laba
Contact person telephone number	021 3676060 / 082 0391924
Value of project	R 1579 000.10

Company Name	Conventus Group
Description of project	Access Control, Patrol, Physical
Contact person name	Mr M. Goliath
Contact person telephone number	021 553 1789 / 071 2264957
Value of project	R 2107 137, 68

Company Name	CCT
Description of project	Access Control and Patrol
Contact person name	Mr S. Mondile
Contact person telephone number	021 524 0795
Value of project	R 1707 191, 11

MM

# PROPOSAL FOR SECURITY SERVICES



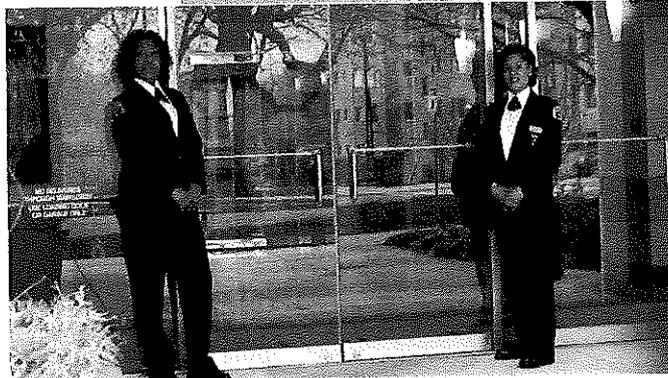
# NGALO

S E C U R I T Y  
S E R V I C E S

SECURING ALL YOUR VALUE



**PSiRA**  
Private Security Industry Regulatory Authority



**NGALO SECURITY SERVICES (PTY) LTD**

Cell: 078 024 5427

TEL: 021 367 6012

Email : [ngalomfundi@yahoo.com](mailto:ngalomfundi@yahoo.com)

**To Whom It May Concern:**

**It is with great pleasure herewith we submit our proposal for the provision of security services. We hope that this may be the start of an exciting and productive relationship on what promises to be a worthwhile project.**

**Ngalo Security Services is an acclaimed firm of security agents with a reputation for both effective security solutions and the use of innovative technology in the protection of life and property. We have a portfolio of completed and on-going projects with particular emphasis on governmental security administration. We think that your project is well suited to our strengths and aspirations.**

**Our Board of Directors respectfully requests that you study our proposal in detail. We are extremely interested in the project and we very much hope that you consider the Ngalo Security Services team as a strong candidate for selection.**

**Yours Sincerely,**



**President, CEO**

**Ngalo Security Services**



**PSIRA**

Ngalo Personnel

***Exceptionally Trained and Rigorously Screened  
Uniformed Security Professionals***

Ngalo Security Services will provide you with certified, licensed, insured, and bonded Security Officers. Each Security Professional has been screened to the standards of the South African Government Secret Clearance Program.

- I. Our pre-employment background investigation far exceeds that of most police department jurisdictions. In addition, Ngalo Security Services has employed a staff psychologist to oversee the initial screening of our personnel, by implementing a pre-employment written psychological inventory and a psychological interview. Furthermore, our personnel all submit to a battery of aptitude tests, a 5-panel drug screening, and extensive in-service training regarding criminal law and police defensive tactics. Prior to commencement of a contract with Ngalo Security Services, we will provide you with the full applicant investigation of each proposed security officer.
- II. Ngalo Security Services offers, free of charge, supervisory personnel to insure strict adherence to our general orders and your rules, regulations and ordinances. Ngalo Security Services supervisors are utilized as a liaison between Ngalo Security Services and our clients. Supervisors are on duty 24 hours a day, 365 days per year for your convenience and will regularly make spot checks to prevent the issue of complacency. It is our belief that in order to assure the best quality of service that we stand by, we must keep close relationships with our personnel both on and off duty.
- III. At Ngalo Security Services, all of our security officers will be equipped with two-way radios or equivalent to ensure constant communication with our management team.
- IV. Each and every security officer will be in-serviced regularly regarding your specific site to further enhance the protection we provide.

Ngalo Security Services has taken a unique approach to the business of contract security. Many of our competitors employ minimally screened and trained officers. Our approach involves a proactive theory of well-groomed, exceptionally trained, uniformed security officers. Our strategy entails several steps to mitigate the possibility and opportunity for theft of property, or injury to persons within the facility. The following is an overview of our Security Officer Project

## Applicant Screening

- I. The quality we bring to your environment begins long before you see our security officers. The Board of Directors at Ngalo Security Services has resolved to make the recruitment and training of our personnel the key to our success; in that, we conduct hiring initiatives on a regular basis with over 250 applicants per month, with an average of 12 new appointees. Most applicants are unable to meet our qualifications, which are equivalent to the South African Government Secret Clearance Program.

## Training



Ngalo Security Services conducts training that exceeds that of any of our competitor's programs. The knowledge of our management team is passed on to our new employees. In addition to the state mandated certification courses, Ngalo Services personnel must attend:

- A. 40-hour Police Defensive Tactics Training
- B. 24-hour Patrol Techniques & Criminal Law
- C. 16-hour Customer Service Seminar



## **Method**

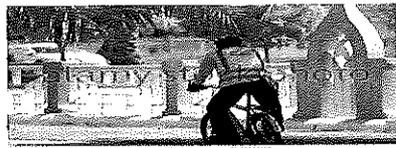
- II. Our uniformed security officers are trained to act as a criminal deterrent by adopting the principals of the C.P.O.P (*community police officer program*) methodology. Simply put, our guards are encouraged to be an approachable source of information to patrons, residents and employees. Letting the public know that we are there for them generates a feeling of community and safety.

### **III. Patrol**

The placement of our security officers is what generally places Ngalo Security Services in the position to confidently describe the implementation of our security guards project as authentic. Our Security officers are trained to make visible foot patrols throughout their posts in undetermined patterns. We encourage our personnel to interact with your patrons and employees in addition to standing a fixed post.

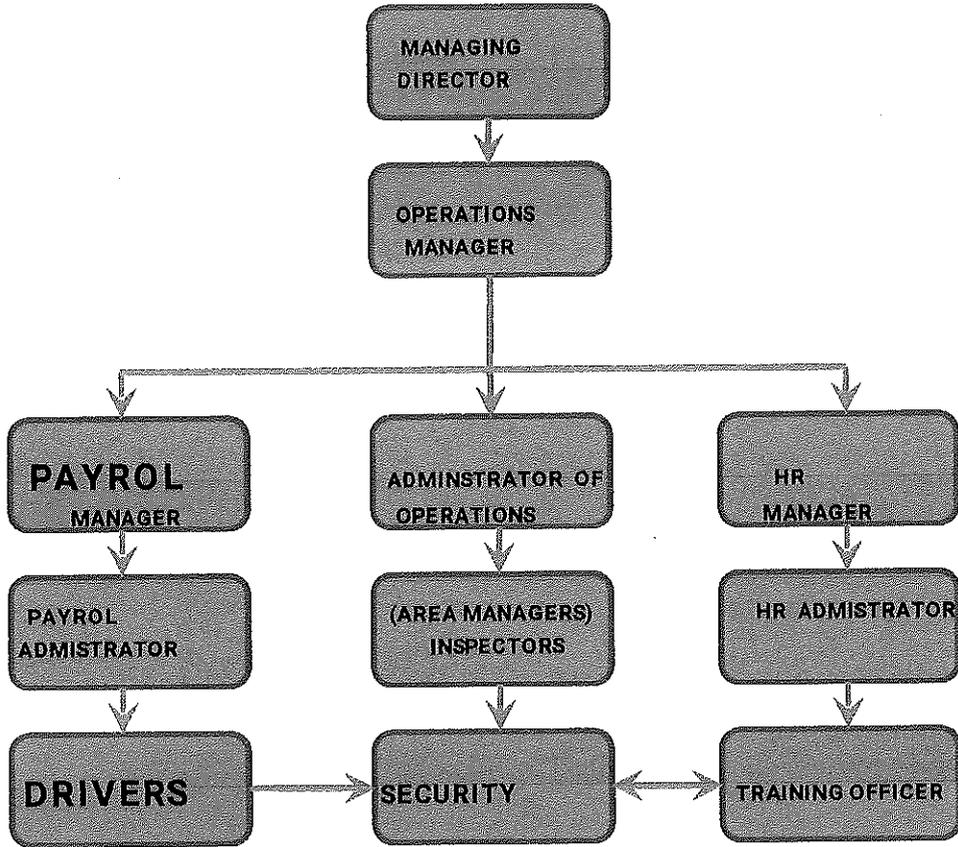
## Compliance

Ngalo Security Services has developed a theory of “*Enforcement through Reinforcement.*” The management, having twenty combined years of security and law enforcement experience, has realized that prevention of crime can be accomplished by utilizing tactical approaches, rather than accusations and the traditional methods of our predecessors. The art of *verbal judo* is commonplace in our organization and has often been effective in deescalating volatile situations



# COMPANY PROFILE

## ORGANISATIONAL STRUCTURE



## Uniforms

- VII. Our uniformed security officers are outfitted with police-type uniforms. Our corporate general orders, require that our personnel keep their uniforms pressed and clean at all times. Their shoes are polished; military-style and men are clean-shaven with neat haircuts. Our female officers are held to the same standard. We pride ourselves on the appearance of our personnel, as they are representing our agency in your facilities.

## Supervision

- VIII. Ngalo Security Services supervisory personnel are required to possess a minimum of 3 years of law enforcement experience. Our supervisors are charged with scheduling, assigning security posts, and acting as liaison between the Board of Directors and our client. Supervisory personnel are available to you 24 hours every day in order maintain quality assurance and customer service on behalf of Ngalo Security Services.

## 24 Hour Customer Service

***Ngalo Security Services stands above our competitors providing an open line of communication with our client 24/7 365 days per year***

Our offices are staffed around the clock with customer service representatives for your convenience. While most of our competitors work from their homes, Ngalo Security Services staffs fully functional offices. Our customer service representatives are not salespeople; they are security professionals assigned to light duty or administrative functions. Desk personnel are utilized as watch-commanders with full authority to make supervisory decisions for Ngalo Security Services.

## Cost

Ngalo Security Services will provide you with a forensic breakdown of our costing specifications. Ngalo Security Services maintains a philosophy that in order to retain the highest quality security professionals in the industry, we must compensate them commensurate to their qualifications. The Board of Directors has resolved to reduce our profit margin rather than decrease a security officer's salary. Our costing structure provides for a well-paid security professional and a conservative rate to our client.

# COMPANY PROFILE

- To enhance the image of clients organization through our work.

## Management Strategy

- Communicate goals and objectives
- Clear detailed job specifications are set
- Have regular meeting, reinforce team goals, give customer feedback and allow them to air their concerns
- Set high standards
- Encourage mutual respect

## MANAGEMENT PLAN

### Quality Management

NGALO security services will ensure that it provides quality services that adhere to the current security standards. The following schedule/procedures will be followed:

- Quality, safety and user of Radio
- Regular service schedules for all Radio and Garette
- Use of machinery that adheres to international recognized standards
- Use of machinery that adheres to national recognized standards
- Staff training in safety issues, good work practices
- Monitoring tools and following security protocols (TO ENSURE JUST IN TIME DELIVERY)

### Proposed Area Supervisors Role

S/he will be in charge of the following:

- To oversee all the activities on the site, communicate with both the clients and the manager
- Take register and Occurance Books of security on site
- Keep services records of the site visits
- Quality assurance on the site
- To see that security standards are met

- Health and safety supervisor
- Environmental policy
- Records keeping

## QUALITY MANAGEMENT & QUALITY ASSURANCE SYSTEM

### Supervision of security

Our security is supervised by experienced and competent supervisors. The supervisors use checklist and daily duties charts. This method is highly effective as it covers all areas that need to be patrol on a daily basis. The checklist is also used on scheduled security activities for uniform cleanliness of officer, OB is recorded, name badge is visible, and officer is on post.etc

The security's performance is also monitored by random/ surprise checks by supervisors. This method is highly effective as it keeps the security on their toes to ensure that their job is done properly all the time. Performance is also used as an incentive to qualify for performance bonuses at the end of the year.

### Methodology and Security Approach

Our security crew follow as very easy and efficient security approach . All security are a sand times that the are as need to be searched are discussed and agreed with each security before they start the security contract. They are given charts of **daily security schedules**, fully stating what needs to be done on a daily basis per area that they are assigned to. They are also given **periodic security patrol schedules**. These would state which areas need to be patrol and when. For example, customer card don't swipe at boom, they will help the customer to open so the customer don't be late and get the customer details before opening. They are well trained in all areas that they are expected to perform.

Our approach is that by the time customers starts work most of the security inside the respective points should be done to minimize disturbances in the offices. Our cleaning crew starts work at 06.00am. They start with the office interior following the security procedure outlined (but not limited to), their daily security schedules.

The security then move to other areas such as hallways, parking, entrance and the

exterior surroundings. To do a patrol before and after each and everyone enter the building or site required.

Our teams take turns to break for lunch, however they ensure that by the time the staff go for lunch, they are all back from their lunch breaks to resume their duties. This ensures minimum disruptions to staff. Areas such as hallways, main entrances and fences are patrol frequently to ensure the highest security standard are met and find anything to report at a reporting channels .

### Why NGALO Security Services

- Adherence to the occupational health, safety ACT and PRISA standards
- Fair allocation equipment to all sites
- Regular sites visits by senior management and area supervisors
- Competence rates
- Customers also have opportunity to request for customized services
- Regular communications with clients
- Immediate response to client's queries
- Regular inspection programs
- Operations

# COMPANY PROFILE

All our staff has been trained in the use of security equipment and machines. We also have staff that has more intense knowledge and experience on the operation of these machines. Our machine operators can operate machines such as:

- HAND HELD DETECTOR
- ALCOHOL SCANNER
- TWO WAY RADIO
- CCTV

## Customer Care

Our staff is trained on customer care and the importance to our business and the business growth. They are also taught discipline and communications skill

## NGALO SECURITY SERVICES STAFF COURSES

### Basic Training

- Basic safety
- Quality assurance
- PATROL Process
- Vehicle SEARCHING
- PERSONNEL SEARCHING
- reporting procedures
- Communication services

### HIV/AIDS

NGALO CLEANING SERVICES has on going awareness lectures for HIV/AIDS and the topic forms part of the basic training. No to abuse of women and children # NOEXCUSES OR #NOTINMYNAME. Its on going program to teach staff about family

## Our Vision

Our vision is to be recognized as the most respected professional security services provider and to match the current standards of security in the market.

## Our Mission

- NGALO SECURITY SERVICES would strive to be the industry leaders in superior quality and maintenance through the latest technology and equipment.
- SECURITY is our core business, achieving the priority of the customers will help us grow and survive in this fiercely competitive environment.
- To encourage close and everlasting relationships with our customers therefore building their trust and confidence.
- To achieve a reputation in the marketplace for outstanding delivery
- Allow customers to judge the quality of services provided
- It will always encourage, inspire and motivate our team ensuring a productive work environment.

NGALO SECURITY as Security Specialists Incorporate the following Service Responsibilities

- To maintain health, hygiene and safety
- To preserve surfaces, finishes and fittings
- To enhance the image of clients organization through our work.

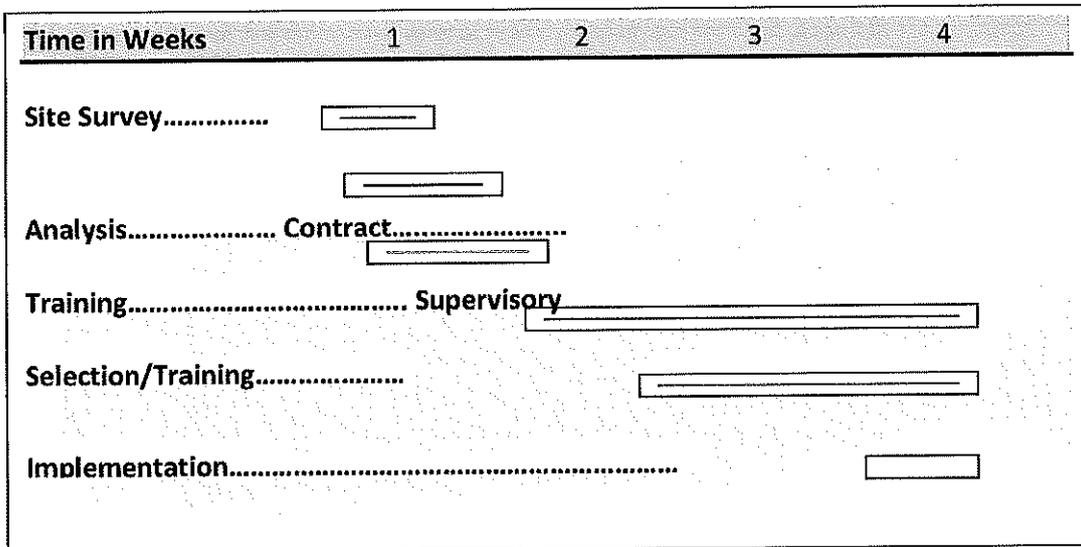
***You can significantly reduce your liability  
with our 5.5 Million comprehensive  
Insurance Policy***

**Liability**



Ngalo Security Services maintains insurance that is thirty times the minimum aggregate coverage obtained by most of our competitors. Our Legal Division recommends that in order to protect our assets as well as yours, we must maintain financial security in full force and effect at a level that far exceeds industry standard.

**Security Service Project Schedule**



Understood the scope and schedule for many projects, Ngalo Security Services has put together a first class team of security professionals who we think are particularly suited to the project. We have selected prospective supervisory personnel on their ability and suitability for the type of project, and of courses their availability to start right away if we are fortunate enough to be appointed.

### **Working Together**

Ngalo Security Services will partner with you in every stage of your project and act as both consultants and colleagues to work in a manner commensurate with both of our agency's relative skills bringing greatly enhanced value to the project.

### **Executive Protection**

- Discrete Bodyguard Service
- High Profile Individuals
- Dignitaries / Celebrities
- Bodyguard Service
- Residential Protection Details
- Corporate Protection Details

### **Uniformed Security**



- Healthcare Facilities
- Residential Complexes
- Corporate Buildings
- Colleges & Universities
- Retail Venues
- Parking Lots
- Governmental
- Bike Patrol
- Hotel Security
- Manufacturing & Industrial
- Commercial Real Estate

- Other Industrial & Facilities

### **Special Event Security**

- Physical Safety and Security for Property
- Comprehensive Security Plan for Event
- Review of Guest Safety and Other Foreseeability Issues
- Crowd Control Tactics
- Maintain Guest List
- Secure the Front, Back Door and Parking Lot / Area
- Float Throughout the Event





Confirmation of cover	
Company name	Ngalo Business Pty Ltd
Attention	.
Email address	ngalomfundi@yahoo.com
From	Werner Grobler
Telephone	08 600 70 000
Date	09 January 2019

**Confidentiality notice**

This message is only for the use of the individual or entity to which it is addressed and contains information that is privileged and confidential. If the reader of this message is not the intended addressee, or the employee or agent responsible for the delivery of the message to the intended addressee, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the address below at our cost.

Dear .

We confirm that the Public liability risk is insured as per the schedule of cover listed below.

PUBLIC LIABILITY			
Policy details			
Policy number	OT33841845		
Policy holder	Ngalo Business Pty Ltd		
Inception date	25 January 2019		
Cover details		Sum insured	Premium
<b>Public liability</b>		R5,000,000	Included
Retroactive date: Optional			

Additional perils		Sum insured	Premium
Additional claims preparation costs		R10,000	Included
Breakout of animals			Optional
Dispensing of incorrect fuel			Optional
Hunting liability			Optional
Legal defence costs			Optional
Liability - defective products		R5,000,000	Included
Liability - defective workmanship		R5,000,000	Included
Sub-Contractors Liability			Optional
Trench digging liability			Optional
Veldfires liability			Optional
Wrongful arrest			Optional

I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE ORIGINAL DOCUMENT WHICH WAS HANDED TO ME FOR AUTHENTICATION. I FURTHER CERTIFY THAT, FROM MY OBSERVATIONS, AN AMENDMENT OR A CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

\_\_\_\_\_  
SIGNATURE

FORCE NO. 077 983 8 RANK: \_\_\_\_\_  
MADE WENI





**Annual aggregate limits**

The following annual aggregate limits apply:

Annual aggregate limits	
Liability - defective products	R5,000,000
Liability - defective workmanship	R5,000,000

**First amounts payable**

This is the amount you pay on each and every claim; only one excess is payable. When you claim for additional/included perils and the excess noted differs, then only the highest excess will apply.

Basic excess	% of claim	Minimum	Maximum
<b>Public liability</b>	0.0%	R1,000	R1,000

Special conditions
<ul style="list-style-type: none"> <li>- Loss of or damage to your client's property as result of theft or attempted theft is not covered under any circumstances (even in the event of you being liable). For example the loss of or damage caused by your employee falling asleep at your client's premises and therefore not preventing a theft is not covered. It is therefore advisable that you add a similar exclusion to your contract with your clients.</li> <li>- Defective workmanship liability cover does not provide any form of guarantee on the work done. Defective workmanship liability covers consequential injury and damage resulting from defective workmanship. It does not cover the costs required to make good defective workmanship or the costs of redoing what was initially done defectively.</li> <li>- There is no cover for defective design, formula, plan or specification, where you are responsible for any part of the manufacturing, packaging or preparation prior to sale.</li> <li>- Liability arising from any advice or treatment of a professional nature is not covered.</li> <li>- There is no cover for damage to any underground cables, pipes and conduits while digging trenches. This cover is available at an additional premium.</li> <li>- There is no cover for liability arising from work done by sub-contractors unless specifically noted in the schedule.</li> </ul>

Premium payment	
Payment frequency	Monthly
Collection day	25

It is subject to the terms and conditions of our contract with Ngalo Business Pty Ltd.



Should you have any queries please contact Client Care on 08 600 70 000.

Kind regards,

A handwritten signature in black ink, appearing to read "Wilbur Smith".

**Wilbur Smith**  
**Chief Operating Officer - Sales and Service**



the dti

Department:  
Trade and Industry  
REPUBLIC OF SOUTH AFRICA



Companies and Intellectual  
Property Commission

a member of the dti group

## B-BBEE CERTIFICATE FOR EXEMPTED MICRO ENTERPRISES

Issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry. Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less.

This Certificate serves as an Affidavit in terms of Code Series 000, Section 4.5 of the Amended Codes 2013.



Tracking Number: 9280548915

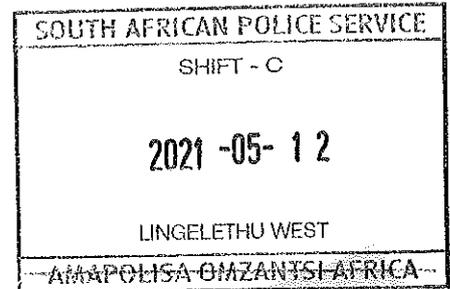


Enterprise Number: K2016475700

### B-BBEE LEVEL 1 CONTRIBUTOR: 135% PROCUREMENT RECOGNITION

#### B-BBEE INFORMATION

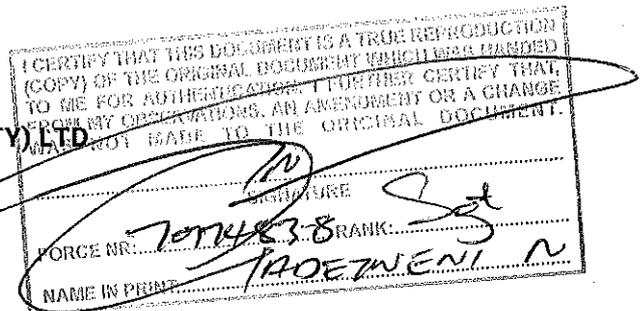
Certificate Number	9280548915
Total Number of Shareholders	ONE (1) SHAREHOLDER(S)
Number of Black Shareholders	ONE (1) BLACK SHAREHOLDER(S)
Number of White Shareholders	ZERO (0) WHITE SHAREHOLDER(S)
Black Ownership Percentage	100% BLACK OWNERSHIP
Black Female Percentage	0% BLACK FEMALE OWNERSHIP
White Ownership Percentage	0% WHITE OWNERSHIP
B-BBEE Status	<b>B-BBEE LEVEL 1 CONTRIBUTOR: 135% PROCUREMENT RECOGNITION</b>
Date of Issue	21-July-2020
Expiry Date	20-July-2021



- Unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution: **100%**
- Black people who are youth as defined in the National Youth Commission Act of 1996: **0%**
- Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act: **0%**
- Black people living in rural and under developed areas: **0%**
- Black military veterans who qualify to be called a military veteran in terms of the Military Veterans Act 18 of 2011: **0%**

#### ENTERPRISE INFORMATION

Registration number	2016 / 475700 / 07
Enterprise Name	NGALO BUSINESS (PTY) LTD.
Registration Date	03-November-2016
Enterprise Type	Private Company
Enterprise Status	In Business



Physical Address  
the dti Campus - Block F  
77 Meintjies Street  
Sunnyside 0001

Postal Address: Companies  
P O Box 429  
Pretoria  
0001

Docex: 256  
Web: www.cipc.co.za  
Contact Centre: 086 100 2472(CIPC)  
Contact Centre (International): +27 12 394 9500





# PSIRA

Private Security Industry Regulatory Authority

This certificate certifies that

**NGALO BUSINESS**

Company

Trading As:

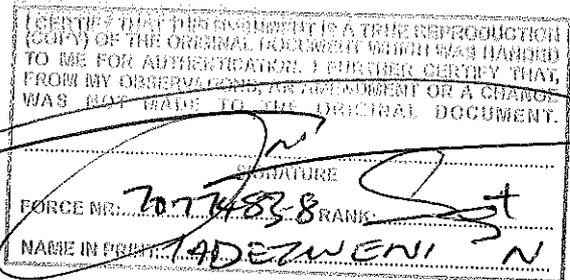
**NGALO SECURITY SERVICES**

Reg Number : **2869511**

Date of Registration : **31/10/2018**



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 : **25/08/2020**

Valid Until : **24/08/2021**

Copy No : **0**

Certificate No : **12212889**

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



**000118942**

**Certificate issued by the Commissioner of Companies & Intellectual Property Commission on Tuesday, September 11, 2018 at 14:08**



**Disclosure Certificate: Companies and Close Corporations**

**Companies and Intellectual Property Commission**  
a member of the dti group

Registration Number: 2016 / 475700 / 07  
Enterprise Name: NGALO BUSINESS

**ENTERPRISE INFORMATION**

Registration Number: 2016 / 475700 / 07  
Enterprise Name: NGALO BUSINESS (PTY) LTD  
Registration Date: 03/11/2016  
Business Start Date: 03/11/2016  
Enterprise Type: Private Company  
Enterprise Status: In Business  
Compliance Status: Compliant  
Financial Year End: February  
TAX Number: 9424543180



Addresses	<u>POSTAL ADDRESS</u>	<u>ADDRESS OF REGISTERED OFFICE</u>
	23260 SIPHIWO NYANDA STREET MANDELA PARK MAKHAYA KHAYELITSHA WESTERN CAPE 7784	23260 SIPHIWO NYANDA STREET MANDELA PARK MAKHAYA KHAYELITSHA WESTERN CAPE 7784

**ACTIVE MEMBERS / DIRECTORS**

Surname and First Names	Type	ID Number / Date of Birth	Contrib. (R)	Interest (%)	Appoint. Date	Address
NGALO, MFUNDI	Director	8910185647080	0.00	0.00	03/11/2016	Postal: 23260 SIPHIWO NYANDA STREET, MANDELA PARK, MAKHAYA, KHAYELITSHA, Residential: 23260 SIPHIWO NYANDA STREET, MANDELA PARK, MAKHAYA, KHAYELITSHA,

**AUDITOR DETAILS**

Auditor Name	Type	Status	Appointment Date	Resignation Date	Email Address
--------------	------	--------	------------------	------------------	---------------

Profession Number:

**CHANGE SUMMARY**

03/11/2016 Registration of CC/CO on 03/11/2016.  
New Company Registration - Web Services : 9999 : Ref No. : 956074384  
02/11/2017 Email Notification that Annual Return is due was sent on 02/11/2017.  
E-Mail sent to MFUNDI NGALO for 2017

I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE ORIGINAL DOCUMENT WHICH WAS HANDED TO ME FOR AUTHENTICATION. I FURTHER CERTIFY THAT FROM MY OBSERVATIONS, AN AMENDMENT OR A CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

\_\_\_\_\_  
SIGNATURE  
FORCE NR: 707438 RANK: [unclear]  
NAME IN PRINT: ADEWENI N





Ngalo Business (Pty) Ltd  
23260 Siphitho Nyanda Street  
021 367 6012  
078 025 5427  
ngalobusiness@gmail.com

18 November 2016

### SPECIMEN RESOLUTION



Dear Sir/ Madam,

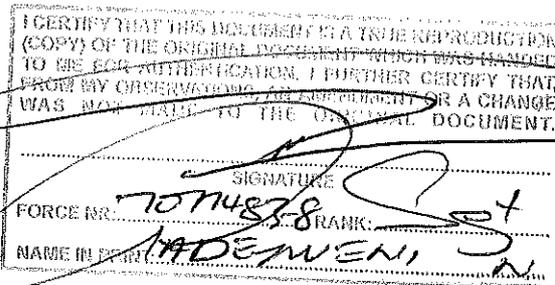
Certified copy of extract from the minutes of the meeting of the Board of Directors of NGALO Business (name of the company) duly convened and at which a proper quorum was present, held at Mandela Park in Khayelitsha (place) on 18 May 2017 (the date). The company hereby give authorisation to Mfundu Ngalo (name), in his capacity as Director (position) to act as Ngalo Business (organisation) administrator in assignment, maintaining and managing user access for Ngalo cleaning services (organisation)

We hereby certify that the following resolution of Board of Directors of Ngalo Business (name of the company) was passed at a meeting of the Board held on 18 May 2017 (date) and has been duly recorded in the Minutes Book OF THE Company.

"RESOLVED that a Banking ACCOUNT for the Company be opened with FNB BANK LIMITED, 250059 BRANCH In Khayelitsha (city) and that the said BANK be and is hereby authorised to honour cheques, bills of exchange and promissory notes drawn, executed or made on behalf of the company by Mfundu Ngalo ( name of authorised) jointly/ any 1 ( mention how many) of them and to act upon any instructions so given relating to the account, whether the same be overdrawn or not or relating to the transactions of the Company".

Warm regards,

  
MFUNDU NGALO  
Director





# labour

Department:  
Labour  
REPUBLIC OF SOUTH AFRICA



2020033950

CALL CENTER NO: 0860 105 350

REG NO : 990001184903  
FAX NO : 0123456789  
ISSUE DATE : 2021-05-05  
CERTIFICATE NO : 2020033950

NGALO BUSINESS PTY LTD  
MAKHAYA  
Khayelitsha  
23260 Siphiso Nyanda  
Khayelitsha  
7784

## 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:

**NGALO BUSINESS PTY LTD**

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

**Nature of business : SECURITY SERV GRASS CUTTING CLEANING & MAINT**

**Expiry date : 2022-04-30**

### 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://cfonline.labour.gov.za/VerifyLOGS>

Yours faithfully

I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE ORIGINAL DOCUMENT WHICH WAS HANDED TO ME FOR AUTHENTICATION. I FURTHER CERTIFY THAT FROM MY OBSERVATIONS, AN AMENDMENT OR A CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

SIGNATURE:

FORCE NR.: 7574838 RANK:

NAME IN PRINT: ADEWENI N.

SOUTH AFRICAN POLICE SERVICE

2021-05-12

LINGELETHU WEST

AMAPOLISA OMZANTSI AFRICA

COMPENSATION COMMISSIONER





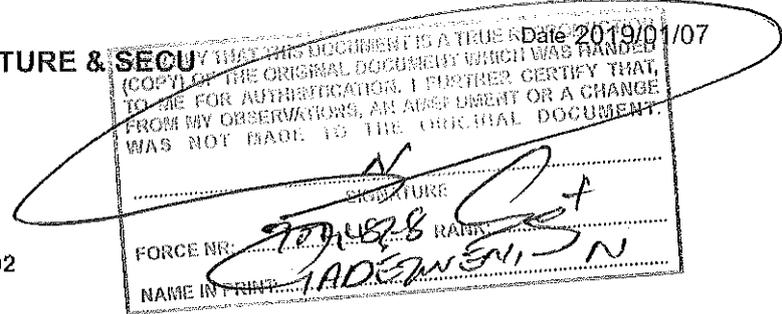
labour

Department: Labour REPUBLIC OF SOUTH AFRICA

Unemployment Insurance Fund • Werkloosheidversekeringsfonds
ABSA Towers, 230 Lillian Ngoyi Street, Pretoria. Postal Address/ Posadres: UIF/WVF, Pretoria, 0052.
Enquiries/Navrae: (012) 337-1680. Web: www.labour.gov.za
Fax/Faks No. (1) Proof of Payment/ Bewys van Betaling: (012) 337-1932/1804/1929 (2) Postage Payments Only/Posgeld Betalings Alleenlik: 0866366981
uFiling: www.ufiling.gov.za Enquiries/Navrae: 0860345464 or/ot E-mail/E-pos: ufilingssupport@uil.gov.za

Reference Number 2520850/8

NGALO WASTE CLEANING HORTICULTURE & SECURITY
23260 SIPHIWO NYANDA STREET
KHAYELITSHA
7784



Dear client

UNEMPLOYMENT INSURANCE CONTRIBUTIONS ACT, 2002
APPLICATION FOR REGISTRATION

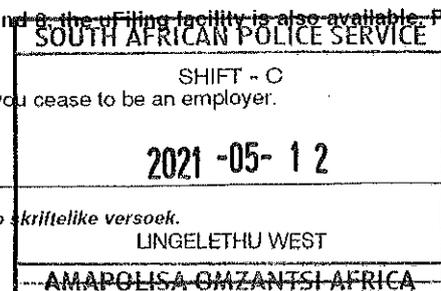
- 1. This is to confirm that you are now registered with the Fund as an employer. Your reference number that must be used in all correspondence with this office is as indicated above.
2. Contributions are payable monthly and payments must reach this office within 7 days after the end of the month for which contributions are due.
3. Section 9(5)(a) of the Act also provides for payment of the full amount of the total contributions in respect of a financial year in a single payment within 7 days after the beginning of that financial year, subject to the following conditions:
3.1 The total contributions due must be made within the boundaries of a financial year or liability period.
3.2 The employer may not deduct the employee's share of the total contributions due "up-front".
3.3 If the amount of a payment already made is less than the amount that should have been paid, the employer must as soon as possible pay the outstanding amount.
3.4 If it subsequently becomes known to the employer that any payment made was not due or payable, or was in excess of the amount due or payable, the employer must refund to the employee such amount or excess amount as has been deducted and overpaid by the employer.
4. Permission to pay other than monthly or annually up-front cannot be granted.
5. Where the 7th day is not a "business day", payments must be made on or before the last "business day" prior to the 7th day.
6. A penalty of 10% as well as interest at the prescribed rate are payable on all overdue or underpaid contributions.
7. Payment of contributions can be done as follows:
7.1 Direct Deposit/Electronic Transfer via any of the following Banks or via the uFiling facility - Please refer to item 9 below:

Table with 4 columns: Bank Name, Account Number, Branch Code, CDI Number. Rows for ABSA, FNB, NEDBANK, and STANDARD.

8. IMPORTANT: DECLARATION OF EMPLOYEES

- 8.1 In terms of the Unemployment Insurance Act (Act No. 63 of 2001), benefits can only be paid to unemployed workers whose details appear on the database of the Fund.
8.2 Declarations can be submitted as follows:
9. In addition to the payment and declaration methods mentioned under items 7 and 8, the uFiling facility is also available.
10. Please notify this office in writing of any changes in your registered particulars, or if you cease to be an employer.

Issued by the Unemployment Insurance Commissioner



UF54

'n Afskryf van hierdie brief is in Afrikaans beskikbaar op skriftelike versoek.

LINGELETHU WEST

AMAPOLISA OMZANTSI AFRICA



NGALO BUSINESS (PTY) LTD  
23260 SIMPHIWO NYANDA STREET  
MANDELA PARK  
KHAYELITSHA  
07784

Branch name **VANGATE CITY**  
Branch address **Shop 1, Vangate City, Marrakec, Vanguard Drive, Bridgetown, Athlone, 7764**  
Branch tel **021 684 2160**  
Date **08-March-2021**

Dear **NGALO BUSINESS (PTY) LTD**

Thank you for opening a Nedbank transactional account. We at Nedbank strive to deliver both worldclass service and products that meet your financial needs.

Your Nedbank transactional account offers, among other things, the following features:

- Access to funds and the ability to make payments at a point of sale using your NedCheque Card (if available on product)/Nedbank MasterCard or Visa debit card.
- The opportunity to support various charity organisations through the Affinity programmes (if available on product).
- Full digital banking functionality through ATMs, internet banking, self-service terminals, telephone banking and cellphone banking.
- With most Nedbank transactional accounts you can also get access to an overdraft facility, should you meet the qualifying requirements. If you would like to apply for an overdraft now or in the future, please discuss your needs with your banker.

Your account details are as follows:

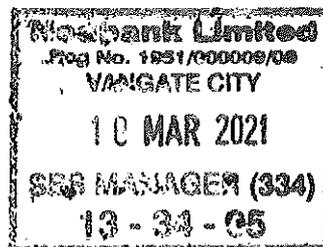
Account number **1211154483**  
Branch code **13340500**  
Type of account **Business PAYU**  
Digital banking profile number

For more information or assistance regarding the above features please speak to your banker or call the Nedbank Contact Centre on 0860 555 111.

Other important numbers that you may need:

Digital Banking Helpdesk 0860 115 060  
Nedbank Card Helpdesk 011 710 4710  
Card Lost or Stolen Helpdesk 0800 110 929

Nedbank offers a full complement of financial solutions for your every need. Please do not hesitate to contact us regarding any of your future financial needs.



#### TRANSACTIONAL AND INVESTMENT PRODUCTS

PO Box 1144 Johannesburg 2000  
South Africa

Directors: V Naidoo (Chairman) MWT Brown (Chief Executive) HR Brody BA Dames NP Dongwana EM Kruger RAG Leith L Makalima PM Makwana Prof T Marwala Dr MA Matoane RK Morathi (Chief Financial Officer) MC Nkulu (Chief Operating Officer) S Subramoney IG Williamson  
Company Secretary: J Katzin 01.06.2020.

[www.nedbank.co.za](http://www.nedbank.co.za)

**NEDBANK**

Nedbank Ltd Reg No 1951/000009/06. Authorised financial services and registered credit provider (NCRCP16)



TAX COMPLIANCE STATUS

PIN Issued

NGALO BUSINESS  
23260 SIPHIWO NYANDA STREET  
MANDELA PARK  
MAKHAYA KHAYELITSHA  
7784

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: 9424543180

Always quote this reference number when contacting SARS

Issue Date: 2021/02/15

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	Ngalo Business (Pty) Ltd
Trading Name	NGALO BUSINESS
Tax Reference Number(s)	IT - 9424543180
Purpose of Request	Tender
Request Reference Number	0039696771TS1502211038110
PIN	C7634682EB
PIN Expiry Date	15/02/2022

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

I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE ORIGINAL DOCUMENT WHICH WAS HANDED TO ME FOR AUTHENTICATION. I FURTHER CERTIFY THAT, FROM MY OBSERVATIONS, AN AMENDMENT OR A CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

\_\_\_\_\_  
SIGNATURE

FORCE NO. 1074828 RANK: S+  
NAME IN PRINT: JAD EDWENH NI

SOUTH AFRICAN POLICE SERVICE  
SHIFT - C  
2021-05-12  
LINGELETHU WEST  
AMAPOLISA OMZANTSI AFRICA