

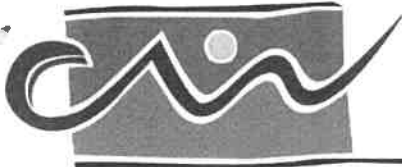


ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

1. T 2020/097: SECURITY AND PATROL SERVICES AT STELLENBOSCH, PAARL, WORCESTER, ROBERTSON AND CERES ROADS AND WORKSHOP DEPOTS AND/OR CONSTRUCTION SITES IN THE STELLENBOSCH, DRAKENSTEIN, BREEDE VALLEY, LANGEBERG AND WITZENBERG LOCAL MUNICIPAL AREAS FOR THE PERIOD ENDING 30 JUNE 2023 x 2
2. T 2020/081: APPOINTMENT OF A SPECIALIST TRANSPORT PLANNING SERVICE PROVIDER: SERVICES REQUIRED IN TERMS OF THE NATIONAL LAND TRANSPORT ACT, ACT 5 OF 2009: REVIEW OF THE DISTRICT INTEGRATED TRANSPORT PLAN FOR THE CAPE WINELANDS MUNICIPALITY
3. T 2020/004: ADVERTISING SERVICES FOR THE PERIOD ENDING 30 JUNE 2024
4. T 2021/005: SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 51 TRAPPES STREET, WORCESTER FOR THE PERIOD ENDING 30 JUNE 2024
5. T 2021/006: SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 194 MAIN STREET, PAARL FOR THE PERIOD ENDING 30 JUNE 2024
6. 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
7. Q 2020/118: FACILITATION OF WARD BASED RISK ASSESSMENT WORKSHOPS AND MEETINGS
8. Q 2021/001: SUPPLY AND DELIVERY OF NEW BREATHING APPARATUS EQUIPMENT
9. Q 2021/004: HIRING OF MOBILE AND PORTABLE TOILETS FOR THE PERIOD ENDING 30 JUNE 2022
10. Q 2021/040: SUPPLY AND DELIVERY OF THICK WINTER BLANKETS FOR THE PERIOD ENDING 30 JUNE 2022
11. Q 2021/057: SALE OF ASSETS

I, Lorna van Niekerk hereby acknowledge receipt of the following original tender and quotation documents:

Received by [Signature] Date 11/10/2021



CAPE WINELANDS DISTRICT

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

TENDER NUMBER: T 2020/097

**ACCESS CONTROL, SECURITY AND PATROL SERVICES AT
STELLENBOSCH, PAARL, WORCESTER, ROBERTSON AND
CERES ROADS AND WORKSHOP DEPOTS AND/OR
CONSTRUCTION SITES IN THE STELLENBOSCH,
DRAKENSTEIN, BREEDE VALLEY, LANGEBERG AND
WITZENBERG LOCAL MUNICIPAL AREAS FOR THE PERIOD
ENDING 30 JUNE 2023**

COMPANY NAME:

LANDA SECURITY SERVICES

POSTAL ADDRESS:

48 LEYILLE STREET

CERES

6835

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

1. (23)

T 2020/097
**ACCESS CONTROL, SECURITY AND PATROL SERVICES AT STELLENBOSCH, PAARL,
WORCESTER, ROBERTSON AND CERES ROADS AND WORKSHOP DEPOTS AND/OR
CONSTRUCTION SITES IN THE STELLENBOSCH, DRAKENSTEIN, BREEDE VALLEY,
LANGEBERG AND WITZENBERG LOCAL MUNICIPAL AREAS FOR THE PERIOD ENDING 30
JUNE 2023**

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A. TENDER NOTICE

Tenders are hereby invited from PSIRA-accredited Security Firms for the rendering of access control, security and patrol services at the Cape Winelands District Municipality's Stellenbosch, Paarl, Worcester, Robertson and Ceres Roads and Workshop depots and security and patrol services at any road construction site in the Stellenbosch, Drakenstein, Breede Valley, Langeberg and Witzenberg local municipal areas, for the period ending 30 June 2023.

Technical enquiries regarding this bid can be directed to Dirk Theron at telephone no. 023 348 2309.

Closing date: 11:00 on Friday, 22 January 2021

Tender documents, in English, are available free of charge on the websites: 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

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.

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 valid original Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Tax Clearance Certificate for the bidder on record. The onus is on the bidder to ensure that the Municipality has an original Tax Clearance Certificate on record.

In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate with the bid documents unless the member is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Tax Clearance Certificate for the member on record.

If a bid is not supported by a valid original Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document 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.

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

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.

18. 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 If 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 CAPE WINELANDS DISTRICT MUNICIPALITY					
Tender number:	T 2020/097	Closing date:	22/01/2021	Closing time:	11h00
Description	SECURITY AND PATROL SERVICES AT STELLENBOSCH, PAARL, WORCESTER, ROBERTSON AND CERES ROADS AND WORKSHOP DEPOTS AND/OR CONSTRUCTION SITES IN THE STELLENBOSCH, DRAKENSTEIN, BREEDE VALLEY, LANGEBOEG AND WITZENBERG LOCAL MUNICIPAL AREAS FOR THE PERIOD ENDING 30 JUNE 2023.				
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	LANDA SECURITY SERVICES				
Postal address	48 LEYLLIE STREET, CERES - 6835				
Street address	48 LEYLLIE STREET, CERES - 6835				
Telephone number	Code	023	Number	316 1762	
Cell phone number	071 902 6419 - 074 887 9942				
E-mail address	jlandasecu@gmail.com				
VAT registration number					
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA 0723705
B-BBEE status level verification certificate [tick applicable box]	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no		B-BBEE status level sworn affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered			Total bid price	R	
Signature of bidder			Date	15.01.2021	
Capacity under which this bid is signed	REGIONAL MANAGER				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Dirk Theron				
Telephone number	023 348 2309				
E-mail address	dirktheron@capewinlands.gov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewinlands.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.
- 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.

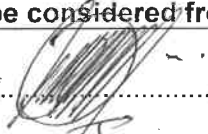
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 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):

JOHN ESTER

Capacity for the Tenderer:

REGIONAL MANAGER

Date:

15.01.2012



F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. BACKGROUND

The Cape Winelands District Municipality intends to invite tenders from PSIRA-accredited Security Firms for the rendering of security, patrol and access control services at the Cape Winelands District Municipality's Stellenbosch (Drukkers Avenue), Paarl (Heide Street), Worcester (C/o Louise Lange and Schönland Street), Robertson (Konstitusie Street) and Ceres (Môreson, Ceres Industrial Area) Roads and Workshop depots and security and patrol services at any road construction site in the Stellenbosch, Drakenstein, Breede Valley, Langeberg and Witzenberg local municipal areas for the period ending 30 June 2023.

ACCESS CONTROL, SECURITY AND PATROL SERVICES must be rendered only at the Roads and Workshop depots.

SECURITY AND PATROL SERVICES must be rendered only at any road construction site in the local municipal areas.

2. SCOPE OF WORK

2.1 The work for the Roads and Workshop depots entails the following:

The provision of one (1) Security Officer (Grade C) to provide access control services during working hours at the main entrance to the Worcester and Stellenbosch depots and to do duty as follow:

Access control services:

Mondays to Thursday (during working hours)	07:30 till 16:30
Normal Friday	07:30 till 15.00
Payday Friday	07:30 till 12.00

The provision of one (1) Security Officer (Grade C) to provide access control, security and patrol services after working hours at the Stellenbosch, Paarl, Worcester, Robertson and Ceres depots to do duty as follow

Access control, security and patrol services:

Mondays to Thursday (after working hours)	16:30 till 07:30
Normal Friday	from 15:00
Payday Friday	from 12:00
Saturday, Sundays and Public Holidays:	24-hour service

2.2 The work for a road construction site in the local municipal areas entails the following:

The provision of one (1) Security Officer (Grade C) to provide security and patrol services after working hours on the construction site and to do duty as follows:

2.2.1 Mondays to Thursday (after working hours)	from 16:00 till 08:00
Normal Friday	from 13:00
Payday Friday, Saturdays, Sundays and Public Holidays	24-hour service

Commencement of duties during weekends will be on a Friday from 13h00 until Monday morning 09h00 except for payday Fridays (one day a month) where a 24-hour service is

required. The working hours for roads will be provided to the successful service provider to reflect the payday Fridays (once a month) as well as the annual closing period of roads. It should be noted that 5 weeks will be used for evaluation purposes only as it cannot at this stage be foreseen how often this service will be required. Cognisance should be taken that the Cape Winelands District Municipality will not guarantee the minimum number of weeks that this service will be requested.

- 2.2.5 The security firm must provide own transport for the guards to and from the rural construction and maintenance sites that shall also include the provision of mobile toilet facilities and a hut for protection against the elements. Tendered prices must include all transportation costs as well as the cost for the provision of the mobile toilet facilities and guard shelters.
- 2.3 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.
- 2.4 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. 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 neighbouring buildings.
- 2.5 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.

Service providers for the provision of armed response services have been appointed by the Cape Winelands District Municipality at all Roads Depots and the appointed service provider(s) for the provision of access control, security and patrol services at the Roads Depots must provide the required equipment to the security officers on site to activate the armed response service.

- 2.6 The successful service provider must comply with all requirements regarding the maximum working time as per the applicable legislation.

3. REQUIREMENTS PERTAINING TO SECURITY OFFICERS

- 3.1 In recruiting Security Officers the service provider will make every effort to recruit Security Officers from the inhabitants of the area in which such Security Officers are to execute their services and shall give preference to applicants from such areas.
- 3.2 Only South African Citizens may be employed and the service provider must produce proof of his employees' citizenship registration (**attach to document a certified copy of the South African identity document of each Security Officer**).
- 3.3 The service provider undertakes to provide only Security Officers appointed in terms of the Security Officers Act and the service provider shall on/or before the commencement of the services, provide satisfactory proof of the qualifications of the Security Officers provided for rendering the services.
- 3.4 Acceptable proof of qualification referred to in paragraph 3.3 shall be:

- 3.4.1 PSIRA registration (**attach a certified copy of certificate to document**); and
- 3.4.2 Certificate of training as Security Officer (Grade C).
- 3.5 The service provider warrants and guarantees that:
 - 3.5.1 The Security Officer's services shall be rendered and executed in a professional manner in accordance with the standards agreed upon between the parties;
 - 3.5.2 The Security Officers shall have the expertise to execute their functions properly, in particular regarding the execution of the required services;
 - 3.5.3 As Security Officers are the first line of communication with which the public come into contact with and also because poor communication leads to frustration amongst the public and creates a very bad image of the Cape Winelands District Municipality and its employees, only Security Officers with exceptional **good verbal and written** communication skills in at least two of the three official languages in the Western Cape shall be employed.
- 3.6 The service provider undertakes to introduce any Security Officers who are newly appointed during the course of the 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 the Road Depots to a designated employee of the Cape Winelands District Municipality.
- 3.7 The service provider undertakes to provide satisfactory proof of the citizenship and qualifications of any newly appointed Security Officers in accordance with paragraphs 3.2 and 3.4.
- 3.9 The 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.

4. CONDITIONS PERTAINING TO SECURITY OFFICERS

- 4.1 Security Officers rendering services in terms of this agreement shall –
 - 4.1.1 Be in a physically fit condition;
 - 4.1.2 Daily sign on and off duty;
 - 4.1.3 When on duty, wear an identity disc, tag or other identity device;
 - 4.1.4 When on duty, wear an approved uniform including footwear;
 - 4.1.5 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) as well as the required equipment to activate the available armed response service.
 - 4.1.6 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;
 - 4.1.7 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;

4.1.8 The conduct and behaviour of Security Officers must always be of such nature that it is conducive to the image of the Cape Winelands District Municipality.

4.3 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.

5. **DUTIES OF SERVICE PROVIDER**

It is first and foremost incumbent upon the bidder to familiarize himself with the general environment and conditions in which he is to operate.

5.1 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.

5.2 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.

5.3 REPORTING OF INCIDENTS AND WEEKLY REPORTS

5.3.1 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.

5.3.2 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 vehicles and visitors entering the premises of the District Municipality must be recorded in the Occurrence Book.

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.

5.3.4 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.

5.4 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), flashlights and the required equipment to activate the armed response services, be at all times be in the 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.

5.5 UNIFORMS AND IDENTIFICATION

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

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

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

5.5.3 Security Officers, when on duty, wear an approved uniform including footwear. The service provider undertakes to issue protective clothing to personnel in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Regulations promulgated in terms of the Act. In view of the aforementioned and in terms of section 23 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

5.6 STATUTORY PROVISIONS, ETC.

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

5.7 TAXES, ETC.

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

5.8 TAX CLEARANCE CERTIFICATE

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

5.9 DISTRICT MUNICIPALITY'S REGULATIONS AND PROCEDURES

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

5.10 REMUNERATION, ETC.

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

5.11 EMPLOYMENT

The Security Officers shall continue to be employees of the service provider and although the service provider's Security Officers may on some occasions render certain services under the supervision and control of the District Municipality and report functionally on a daily basis to an official of the District Municipality; no contractual relationship shall come into existence between such Security Officers and the District Municipality.

5.12 INFORMING SECURITY OFFICERS

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

5.13 MONITORING

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

5.14 LEGAL PROCEEDINGS, ETC.

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

5.15 INDEMNIFICATION

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

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

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

6. ADVERTISING AND TRADING

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

7. INTIMIDATION

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

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

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

8. INSTRUCTIONS TO THE SERVICE PROVIDER

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

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

9. DELEGATION

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

10. SECTORAL DETERMINATION

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

11. DOMICILIA

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

THE DISTRICT MUNICIPALITY

46 Alexander Street
STELLENBOSCH
7600

THE SERVICE PROVIDER

LANDA SECURITY SERVICES
48 LEYLA STREET, COLES
6835

12. REMUNERATION

- 12.1 No advance payments will be made for any reason whatsoever. The successful bidder shall be entitled to render accounts on a monthly basis which are payable within thirty (30) days.
- 12.2 Any fees or remuneration are inclusive of Value Added Tax.
- 12.3 Please note that the tenders will be awarded per municipal area.

13. REFERENCES

A list of references with contact details where security services are/have been rendered must be included in the Tender Document.

14. 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.

15. PRICE

Tendered prices must be fixed per financial year and must include all costs (including transportation costs) required for the delivery of the required services.

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 2020/097: ACCESS CONTROL, SECURITY AND PATROL SERVICES AT STELLENBOSCH, PAARL, WORCESTER, ROBERTSON AND CERES ROADS AND WORKSHOP DEPOTS AND/OR CONSTRUCTION SITES IN THE STELLENBOSCH, DRAKENSTEIN, BREEDE VALLEY, LANGEBERG AND WITZENBERG LOCAL MUNICIPAL AREAS FOR THE PERIOD ENDING 30 JUNE 2023


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):

Johan Bester

Capacity for the Tenderer:

REGIONAL MANAGER

Name of organization:

LANDA SECURITY SERVICES

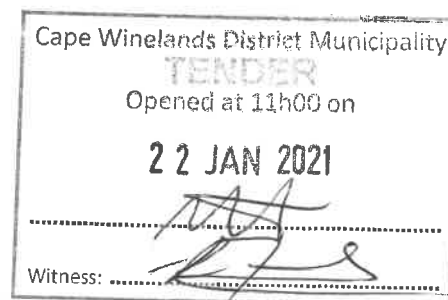
Name and Signature of Witness:

Dewald Rooi 

Date: 15.01.2021

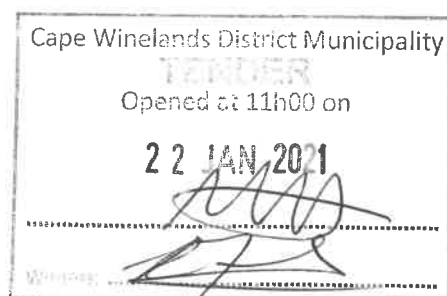
PRICING SCHEDULE FOR STELLENBOSCH	
Location	Cape Winelands District Municipality Roads and Workshop Depot in Drukkers Avenue, Stellenbosch
Services Required	Access control services
Hours Required	<p>During Working Hours</p> <p>Mondays to Thursday: 07:30 till 16:30</p> <p>Normal Friday: 07:30 till 15.00</p> <p>Payday Friday: 07:30 till 12.00</p>
	<p>Price per Month (VAT inclusive)</p>
From date of appointment to 30 June 2021	R15950.00 (From 1 MARCH 2021)
1 July 2021 to 30 June 2022	R16907.00
1 July 2022 to 30 June 2023	R17921.42
Location	Cape Winelands District Municipality Roads and Workshop Depot in Drukkers Avenue, Stellenbosch
Services Required	Access control, security and patrol services
Hours Required	<p>After Working Hours</p> <p>Mondays to Thursday: 16:30 till 07:30</p> <p>Normal Friday: from 15:00</p> <p>Payday Friday: from 12:00</p> <p>Saturday, Sundays and Public Holidays: 24-hour service</p>
	<p>Price per Month (VAT inclusive)</p>
From date of appointment to 30 June 2021	R17000.00
1 July 2021 to 30 June 2022	R18020.00
1 July 2022 to 30 June 2023	R19101.20
Location	At any road construction site within the Stellenbosch Local Municipal Area
Services Required	Security and patrol services
Hours Required	<p>After Working Hours</p> <p>Mondays to Thursday: 16:00 till 08:00</p> <p>Normal Friday: from 13:00</p> <p>Payday Friday, Saturdays, Sundays and Public Holidays: 24-hour service</p>
	<p>Price per Week (VAT inclusive)</p>
From date of appointment to 30 June 2021	R3962.50
1 July 2021 to 30 June 2022	R4200.25
1 July 2022 to 30 June 2023	R4452.26

PRICING SCHEDULE FOR PAARL	
Location	Cape Winelands District Municipality Roads and Workshop Depot in Heide Street, Paarl
Services Required	Access control, security and patrol services
Hours Required	<p style="text-align: center;">After Working Hours</p> Mondays to Thursday: 16:30 till 07:30 Normal Friday: from 15:00 Payday Friday: from 12:00 Saturday, Sundays and Public Holidays: 24-hour services
	Price per Month (VAT inclusive)
From date of appointment to 30 June 2021	R 17 000.00
1 July 2021 to 30 June 2022	R 18 020.00
1 July 2022 to 30 June 2023	R 19 101.20
Location	
	At any road construction site within the Drakenstein Local Municipal Area
Services Required	Security and patrol services
Hours Required	<p style="text-align: center;">After Working Hours</p> Mondays to Thursday: 16:00 till 08:00 Normal Friday: from 13:00 Payday Friday, Saturdays, Sundays and Public Holidays: 24-hour service
	Price per Week (VAT inclusive)
From date of appointment to 30 June 2021	R 3 962.50
1 July 2021 to 30 June 2022	R 4 200.25
1 July 2022 to 30 June 2023	R 4 452.26

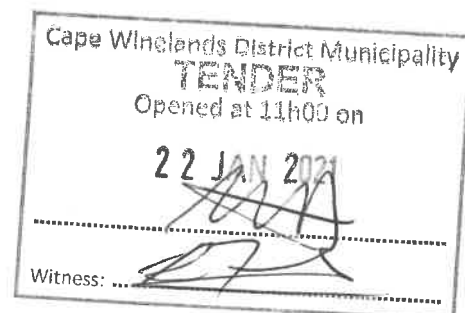


PRICING SCHEDULE FOR WORCESTER	
Location	Cape Winelands District Municipality Roads and Workshop Depot at C/o Louise Lange and Schönland Street, Worcester
Services Required	Access control services
Hours Required	<p>Cape Winelands District Municipality TENDER Opened at 11h00 on 22 JAN 2021</p> <p>During Working Hours Mondays to Thursday: 07:30 till 16:30 Normal Friday: 07:30 till 15.00 Payday Friday: 07:30 till 12.00</p>
	Price per Month (VAT inclusive)
From date of appointment to 30 June 2021	R15 950.00
1 July 2021 to 30 June 2022	R16 907.00
1 July 2022 to 30 June 2023	R17 921.42
Location	
	Cape Winelands District Municipality Roads and Workshop Depot at C/o Louise Lange and Schönland Street, Worcester
Services Required	Access control, security and patrol services
Hours Required	<p>After Working Hours Mondays to Thursday: 16:30 till 07:30 Normal Friday: from 15:00 Payday Friday: from 12:00 Saturday, Sundays and Public Holidays: 24-hour service</p>
	Price per Month (VAT inclusive)
From date of appointment to 30 June 2021	R17 000.00
1 July 2021 to 30 June 2022	R18 020.00
1 July 2022 to 30 June 2023	R19 101.20
Location	
	At any road construction site within the Breede Valley Local Municipal Area
Services Required	Security and patrol services
Hours Required	<p>After Working Hours Mondays to Thursday: 16:00 till 08:00 Normal Friday: from 13:00 Payday Friday, Saturdays, Sundays and Public Holidays: 24-hour service</p>
	Price per Week (VAT inclusive)
From date of appointment to 30 June 2021	R3 962.50
1 July 2021 to 30 June 2022	R4 200.25
1 July 2022 to 30 June 2023	R4 452.26

PRICING SCHEDULE FOR ROBERTSON	
Location	Cape Winelands District Municipality Roads and Workshop Depot in Konstitusie Street, Robertson
Services Required	Access control, security and patrol services
Hours Required	<p style="text-align: center;">After Working Hours</p> Mondays to Thursday: 16:30 till 07:30 Normal Friday: from 15:00 Payday Friday: from 12:00 Saturday, Sundays and Public Holidays: 24-hour service
	Price per Month (VAT inclusive)
From date of appointment to 30 June 2021	R17 000.00
1 July 2021 to 30 June 2022	R18 020.00
1 July 2022 to 30 June 2023	R19 101.20
PRICING SCHEDULE FOR LANGEBERG	
Location	At any road construction site within the Langeberg Local Municipal Area
Services Required	Security and patrol services
Hours Required	<p style="text-align: center;">After Working Hours</p> Mondays to Thursday: 16:00 till 08:00 Normal Friday: from 13:00 Payday Friday, Saturdays, Sundays and Public Holidays: 24-hour service
	Price per Week (VAT inclusive)
From date of appointment to 30 June 2021	R3 962.50
1 July 2021 to 30 June 2022	R4 200.25
1 July 2022 to 30 June 2023	R4 452.26



PRICING SCHEDULE FOR CERES	
Location	Cape Winelands District Municipality Roads and Workshop Depot in Mōreson, Ceres Industrial Area
Services Required	Access control, security and patrol services
Hours Required	<p style="text-align: center;">After Working Hours</p> Mondays to Thursday: 16:30 till 07:30 Normal Friday: from 15:00 Payday Friday: from 12:00 Saturday, Sundays and Public Holidays: 24-hour service
	Price per Month (VAT inclusive)
From date of appointment to 30 June 2021	R 17 000.00
1 July 2021 to 30 June 2022	R 18 020.00
1 July 2022 to 30 June 2023	R 19 101.20
Location	
	At any road construction site within the Witzenberg Local Municipal Area
Services Required	Security and patrol services
Hours Required	<p style="text-align: center;">After Working Hours</p> Mondays to Thursday: 16:00 till 08:00 Normal Friday: from 13:00 Payday Friday, Saturdays, Sundays and Public Holidays: 24-hour service
	Price per Week (VAT inclusive)
From date of appointment to 30 June 2021	R 3 962.50
1 July 2021 to 30 June 2022	R 4 200.25
1 July 2022 to 30 June 2023	R 4 452.26





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 2020/097: SECURITY AND PATROL SERVICES AT STELLENBOSCH, PAARL, WORCESTER, ROBERTSON AND CERES ROADS AND WORKSHOP DEPOTS AND/OR CONSTRUCTION SITES IN THE STELLENBOSCH, DRAKENSTEIN, BREEDE VALLEY, LANGEBERG AND WITZENBERG LOCAL MUNICIPAL AREAS FOR THE PERIOD ENDING 30 JUNE 2023	
 Mr. F van Eck Executive Director: Technical Services 29.09.2021 Date
 Mr. E Niemand P.S. Marné 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>LW! Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word <u>tesame</u> met die MBD 6.1 Eisvorm vir punte.</p>	<p>NBI 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>QAPHELA! 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 MBD 6.1 Claim Form.</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>

LANDA SECURITY SERVICES

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

- **1.** Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdig 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 aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdig 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 aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdig 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 **ngokobulwewe**.

0 %
- 4.** Persentasie aandeelhouing van persone geklassifiseer as **jeug**. (18 – 35 Jaar oud).
 Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old)
 Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba **lulutsha** (18 – 35 Yeminyaka)

100 %
- 5.** Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / **In** / Ngaphakathi
 Is your business established within the area of area of the District Municipality? In / Out
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / **Uit** / Out / Ngaphandle
- 6.** Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee **Ja** / Yes / Ewe
 Do you make use of local labour (job creation)? Yes / No **Nee** / No / Hayi
 Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi **Nee** / No / Hayi

J. DECLARATION OF INTEREST – MBD 4 B

(On behalf of the company and its directors/ members/ trustees/ principle shareholders²)

1. No bid/database registration will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid/database registration. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudging authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid/database registration in respect of owners/shareholders² of the company.

3.1	Full Name of bidder or his or her representative	JOHAN BOSTER
3.2	Identity Number (person submitting this declaration)	7810035151088
3.3	Position occupied in the Company (official/director/trustee/shareholder ²):	REGIONAL MANAGER
3.4	Company Registration Number	2015/364989/07
3.5	Tax Reference Number	9744341166
3.6	VAT Registration Number	
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="checkbox"/> 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="checkbox"/> 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	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	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	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	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	No ✓
------	--	-----	------

3.14.1 If yes, furnish particulars.

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No <input checked="" type="checkbox"/>
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	No <input checked="" type="checkbox"/>
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	No <input checked="" type="checkbox"/>
3.17.1	If yes, furnish particulars. The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted every three months – provide individual information in the schedule under par. 4.		
3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No <input checked="" type="checkbox"/>
3.18.1	If yes, furnish particulars.		

MFMA Circular No 62 of July 2013 require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. A shareholder is defined as a person who owns shares in the company and is actively involved in the management of the company or business, and exercises control over the company.

4	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						

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.

Signature 

Date 18. 01. 2021

Capacity of Signatory REGIONAL MANAGER

Name of Bidder/Company/CC Name LANDA SECURITY SERVICES

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

- ¹ MSCM Regulations: "in the service of the state" means to be –
- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
 - (b) a member of the board of directors of any municipal entity;
 - (c) an official of any municipality or municipal entity;
 - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) a member of the accounting authority of any national or provincial public entity; or
 - (f) an employee of Parliament or a provincial legislature.

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

Commissioner of Oaths

Signed and sworn to before me at Springbok

on this the 19TH day of JANUARY 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 F. BATES C.M.

Position: COMPTROLLER

Address VOORREKLEKERSWEG 725
SPRINGBOK

Tel: 0277189100

Apply official stamp of authority on this page:

SUID-AFRIKAANSE POLISIEDIENS
MENSELIKE HULPBRONBESTUUR
SPRINGBOK
2021-01-18
HUMAN RESOURCE MANAGEMENT
SPRINGBOK
SOUTH AFRICAN POLICE SERVICE

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

K. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

T2020/097 Access Control, Security, AND PATROL SERVICES
(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: LANDA SECURITY SERVICES that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder


6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.

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

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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



 Signature

 REGIONAL MANAGER

 Position

18.01.2021

 Date

 JOHAN BESTER

 Name of Bidder

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

L. 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: = (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	<input type="checkbox"/>	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	<input type="checkbox"/>	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 least 51% owned by:	EME	QSE
Black people	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

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:

Registered Account Number:

Stand Number:

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

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:

DATE:

ADDRESS:

WITNESSES:

1.

2.

M. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
SINTOLILE TAITAI	ZOLA STR. SALDANHA	RENTING	SALDANHA BAY
NASHIPI MILAKWAPALWA	SLOVO STR. NOULI	RENTING	WITZENBERG

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

DECLARATION:

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

[Signature]
 Signature

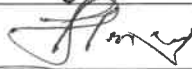
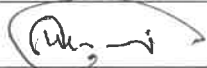
18.01.2021
 Date

REGIONAL MANAGER
 Position

JOHAN BESTER
 Name of Bidder

N. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs JOHAN BESTEL
 acting in his/her capacity as REGIONAL MANAGER
 of the business trading as LANDA SECURITY SERVICES
 to sign all documentation in connection with Tender T2020/097

Name of members / directors	Signature	Date
SEMTOLE TAITAI		18.01.2021
NASIPHI MHLAKWAPALWA		18.01.2021

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

O. 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 (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>		✓
4.1.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
4.2	<p>Is the bidder or any of its directors listed on the Register for 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 (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>		✓
4.2.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>		✓
4.3.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		

4.4	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?		✓
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?		✓
4.3.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature
REGIONAL MANAGER
.....
Position

18.01.2021
.....
Date
JOHAN BESTER
.....
Name of Bidder

P. 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	LANDA SECURITY SERVICES
	48 CECILLE STREET
	CERES

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

NAME OF BANK	FNB
NAME OF BRANCH	CERES
BRANCH CODE	200-107
ACCOUNT NUMBER	62787033811
TYPE OF ACCOUNT	<input type="checkbox"/> 1 = Cheque <input checked="" 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: AUTHORISED SIGNATURE: DATE: TELEPHONE NUMBER:

FOR BANK USE ONLY

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

OFFICIAL DATE STAMP

.....
 AUTHORISED SIGNATURE

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

Q. 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)

Form G - Form of offer Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
Form J – Declaration of Interest (MBD4) Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes	<input checked="" type="checkbox"/>	No	
Form K – Certificate of Independent Bid Determination (MBD 9) Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
Form L – Preference Points Claim – (MBD 6.1) Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
Form M – Municipal Rates and services 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	<input checked="" type="checkbox"/>	No	
Form N – Authority for Signatory Is the form duly completed and is a certified copy of the resolution attached?	Yes	<input checked="" type="checkbox"/>	No	
Form O – Declaration of Past Supply Chain Practices (MBD 8) Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
Tax Clearance Certificate Is an original certificate attached?	Yes	<input checked="" type="checkbox"/>	No	
Additional documents applicable to this specific tender:				
PSIRA Certificate Is your certificate attached	Yes	<input checked="" type="checkbox"/>	No	
COIDA Letter of Good Standing Is your letter of good standing attached?	Yes	<input checked="" type="checkbox"/>	No	
Company profile Is a company profile indicating relevant project experience and a list of clients for whom these projects were undertaken attached?	Yes	<input checked="" type="checkbox"/>	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-BBEE Certificate Is a certified copy of the B-BBEE or Original certificate attached?	Yes	<input checked="" type="checkbox"/>	No	
--	-----	-------------------------------------	----	--

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

Signature: 

Date: 18.01.2021

R. CAPABILITY OF BIDDER

This schedule is to determine the capability of the bidder to execute the contract. Failure to complete this section shall lead to disqualification

Company Name	WEST COAST DEVELOPMENT CENTRE
Description of project	SECURITY
Contact person name	LUCINDA KULDERS
Contact person telephone number	084 732 0354
Value of project	R22 000.00 pm

Company Name	VEROUKE VINKIES
Description of project	SECURITY
Contact person name	MARCOUW PRINS
Contact person telephone number	023 316 1292
Value of project	R14 400.00 pm

Company Name	LINGCINGA ZETHU SS
Description of project	SECURITY
Contact person name	MR ZB TSHAZIBANA
Contact person telephone number	084 029 9898
Value of project	R35 000.00 pm

Company Name	TWB PLUMBING SERVICES
Description of project	SECURITY
Contact person name	TW BOWERS
Contact person telephone number	021 932 4607
Value of project	R26 000.00 pm





2020

LANDA SECURITY SERVICES

**GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD,
ESCORTS, FIREARM TRAINING, FARM GUARDING & SECURITY TRAINING**



SITE SAFETY FILE

BUSINESS ADDRESS

Head Office

**48 Lylle Street Ceres
6835**

Branch

**WCBDC Tonym Street
SADANHA
7395**

Contacts: 074 887 9942 – 071 902 6419

Email: jlandasecu@gmail.com



LANDA SECURITY SERVICES

LANDA SECURITY SERVICES is a fully registered and locally based specialized Security services company. It is our company policy of to provide a safe and healthful work place for our employees and observe all state Laws and Security Industry regulations. We will continue to maintain a safety and health programs designed to train all our employees to follow save practices, and to recognize and correct unsafe working conditions.

Safety is part of each employee's job. Active participation and adherence to the Safety programs is a condition of each employee's employment. At **LANDA SECURITY SERVICES** there is no employee that can be allowed to work at a job that he or she knows is not safe. Therefore, we must work to make every workplace safe by detection of unsafe work practices.

It is our goal to completely eliminate accidents and injuries. Because of many different hazards of our security industry. We must maintain constant safety awareness to achieve this goal as a company.

SAFETY AND HEALTH PLAN

We achieved worker safety and health through the following:-

1. Designate a qualified safety person to coordinate the program.
2. Plan for safety before each job and each new tasks, using a written job safety analysis.
3. As management we make regular job site safety inspection and conduct health monitoring.
4. We follow safety procedures and rules.
5. Provide ongoing safety training.
6. Enforce safety rules and use appropriate discipline.

Supervisors Responsibility

Our supervisors play an important part in creating and maintaining safe and harmful work practices, policies, and procedures. It is the supervisor's responsibility to identify potential hazards, identify methods to control or eliminate the hazards, and ensure that employees engage in safe and healthful work practices, and ensure employees receive safety and health to do their work. Safety and health performance will be part of our supervisor's evaluation

SAFETY AND HEALTH COMMITTEE

Our management will take an active role on the safety and health committee. At least annually the safety and health committee will develop written safety and health goals and track monthly progress. These goals will be communicated to all employees. Our committee will be comprised of management and hourly employees. Members will be (Elected / Appointed / Volunteer and will serve on the committee for (Length of Time)



LANDA SECURITY SERVICES

HEALTH AND SAFETY AND ENVIRONMENTAL PLAN



**GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD,
ESCORTS, FIREARM TRAINING, FARM GUARDING & SECURITY TRAINING**



LANDA SECURITY SERVICES

HEALTH, SAFETY AND ENVIRONMENTAL PLAN

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1. **HEALTH AND SAFETY POLICY**
 2. **INTRODUCTION**
 - General
 - Mission Statement
 3. **PROCEDURES FOR IMPLEMENTING THE SAFETY PLAN**
 - General**
 - Statutory Obligations
 - Contractual Obligations
 - Health and Safety Management
 - Appointment of Health and Safety Personnel
 - Sub-Contractors
 - Communication
 - Site Safety Committee Meeting
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 - Incident and Accident Reporting and Recording
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 - Noise
 - Electrical Installations
 - Visitors
 4. **ENVIRONMENTAL**
 - ENVIRONMENTAL MANAGEMENT**
 - Dust control
 - Toilets
 - Fuel and Oil Storage
 - Waste Management
 - Noise Control
 - Traffic Control and Speed Limits
 - Environmental Awareness Programme
-



LANDA SECURITY SERVICES

**GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD,
ESCORTS, FIREARM TRAINING, FARM GUARDING & SECURITY TRAINING**

SECURITY HEALTH AND SAFETY POLICY OBJECTIVES

A large, faint watermark of the LSS logo is centered on the page, behind the main text. It is a shield shape containing the letters 'L', 'S', and 'S' in a large, light gray font.



LANDA SECURITY SERVICES

1 SECURITY HEALTH AND SAFETY POLICY OBJECTIVES

The objectives of the policy are:

1. To promote standards of safety, health and welfare that comply fully with statutory requirements and approved codes of practice, and which take into account current developments;
2. To maintain safe and healthy work places, to operate safe systems and methods of works and to protect employees, clients and others, including the public, by striving to eliminate foreseeable hazards, which may result in personal injury, fires, security losses or damage to property, through identification of hazards and the adequate assessment and control of risk;
3. To provide and maintain a safe and secure working environment for employees with adequate facilities and arrangements for their occupational health and welfare;
4. To provide employees with the information, instruction, training and supervision they need to work safely and to develop people as a key resource.
5. To develop safety awareness and individual responsibility for health and safety among employees;
6. To encourage full and effective joint consultation on health and safety matters at all levels and to pursue a progressive improvement in health and safety performance and the management of health and safety;
7. To appoint competent safety officer/s to enable us to comply with their responsibilities for health and safety and to achieve progressive improvement in safety performance.

1. INTRODUCTION

General

We recognize the importance of planning health and safety into the Project at the earliest possible stage if injuries and ill health arising from the site attacks, robbery or construction are to be avoided. This Safety Plan has been prepared to describe how the works shall be managed and controlled in order to protect the health, safety and welfare of all personnel engaged on the Project and others who may be affected by the operations.

For this Safety Plan to be effective, it is essential that the management and supervisory staff is familiar with and implement the relevant requirements of the plan. All management and supervisory personnel shall therefore be provided with a controlled copy of the plan.

The Company shall actively seek the support of all the operatives engaged on the Project to look after the health and safety of themselves and their colleagues by working within the spirit of this Project Safety Plan.

Any person found to be disregarding the requirements of the plan shall be subject to disciplinary action which may result in their dismissal from the Project.



LANDA SECURITY SERVICES

Mission Statement

The moderate size of the Company dictates a Management style emanating directly from the Corporate Director who implements the company policy of responsibility and authority and the overall control of quality and excellence – the foundation for the management of our business and a keystone of our goal of customer and client satisfaction.

The security Contracts Manager designated to the project will be fully responsible for the liaison with the client representative, the preparation of the contract programme and the adherence thereto with particular reverence to inspections and the various key holding activities applicable to the work.

As an Employer, we undertake to provide a safe working environment and appropriate tools. Management of our company also acknowledges that Health and Safety takes precedence over the programme and cost. The consequence of injuries is financial loss to both the individual and to the Project.

As responsible employees, we undertake to act and work in a safe manner at all times.

As an individual everyone has the right and obligation to stop and correct an unsafe act or situation.

PROCEDURES FOR IMPLEMENTING THE SECURITY SAFETY PLAN

General

This part of the Safety Plan details the Safety Management system, which shall be used in order to implement the Safety Policy for the Project. It describes the arrangements for eliminating or controlling the associated risks, thereby satisfying both its statutory and contractual obligations and promoting acceptable standards of health and safety throughout the project.

The Safety Plan shall be reviewed annually by our management committee or when there is significant change in work operations.

Statutory Obligations

We recognizes its responsibility to comply with all relevant statutory health and safety requirements and shall ensure that it observes such requirements accordingly. Management shall be responsible for the formulation of Health and Safety Policy. It shall establish and maintain a range of safety management techniques designed to ensure compliance, such as preparation of safety plans, risk assessments, safety inspections, safety audits, regular safety meetings, written safe working procedures and adequate communication systems.



LANDA SECURITY SERVICES

Contractual Obligations

Management recognizes its contractual obligations to ensure that the ongoing safety of the public and all project personnel, during the execution of the works, is given priority. The Safety Plan describes how it is intended to satisfy these obligations and to manage and co-ordinate all site operations accordingly. Every subcontractor will be required to co-operate on all relevant health and safety matters.

Health and Safety Management

The overall responsibility to effectively managing risks to the health and safety of all personnel engaged on the project and others who may be affected by the works is recognised. This section of the Safety Plan details the Corporate Procedures to be implemented to identify and control the risks.

Appointment of Health and Safety Personnel

2. A Safety Officer shall be appointed in writing, accountable to the Contracts Manager, for the safety assurance of the construction and the monitoring of the Safety Plan. The Safety Officer will be adequately qualified, trained and experienced to allow him to discharge his duties effectively. The Safety Officer's specific duties are detailed in **section 4.8**.
3. Foreman/Supervisors shall be appointed to assist the Safety Officers in the execution of his duties under Construction Regulation 6.
4. All subcontractors shall be required to comply with this Safety Plan and shall be required to appoint a Foreman/Supervisor. Mandatory Agreements shall be in place to ensure subcontractor/s adhere to the statutory requirements as amended in the **OHSA (85/93)** and Contract requirements

Subcontractors

5. Selection of major/specialist subcontractors shall take into account their safety record and be subject to the following requirements.
 6. Each prospective subcontractor shall be asked to submit details of their company safety policy and be made aware of the requirements of the Safety Plan.
 7. Subcontract work shall be managed in accordance with the Safety Plan and any additional requirements imposed on them as required by the project specifications.
 8. The subcontractor shall include control measures to ensure compliance with the requirements of the Safety Plan.
 9. Subcontractors shall be responsible for the provision of a competent trained work-force, however at the company's discretion subcontractor's employees must attend, at their employer's expense the Company safety training sessions which will be held on site.
 10. The major / specialist subcontractors shall be required to produce safety plans for their part(s) of the works.
-



LANDA SECURITY SERVICES

Communication

11. The importance of establishing effective communication procedures on health and safety throughout the organisational structure of the project is acknowledged.
12. To facilitate the reporting of emergency situations the site manager shall arrange for the following emergency telephone numbers to be displayed on site and updated regularly:
 13. Emergency Coordinator
 14. Emergency hospital or doctor
 15. Fire Station
 16. Ambulance service
 17. Police station
 18. Department of Labour Inspector
19. In addition the Safety Officer shall arrange for the off-duty contact telephone numbers of the Contracts Manager, Safety Staff, and Site Manager and Principle Contractor Responsible people to be available on site.

Site Safety Committee Meetings

20. The Project shall establish and maintain a monthly schedule of Site Safety committee meetings. The meetings shall:
 21. Monitor implementation of policy through the planning process of hazard identification and risk assessment.
 22. Monitor arrangements for communication of policy and relevant information.
 23. Monitor arrangements for training of all employees.
 24. Monitor the allocation of resources for health and safety.
 25. Monitor results of site inspections and accident/incident reports.
 26. Monitor the inspection and audit procedures.
 27. The Site Safety committee shall be made up of:
 28. Security Site Manager
 29. Security Safety Officer
 30. Foreman/Supervisors
 31. HSE Representatives - Appointed
 32. The Site Manager or his delegated representative shall chair the Meeting. A representative of the Labour Department may also attend.
 33. The meetings shall follow (though not be limited to) as agenda as detailed below:
 34. Attendance
 35. Apologies
 36. Approval of previous minutes
 37. Matters arising from previous minutes
 38. Review of the risk assessment procedure
 39. Training
 40. Any specific training needs
-



LANDA SECURITY SERVICES

41. Safety management and monitoring review of monthly reports
 42. Unsafe conditions
 43. Accidents/Incidents
 44. Weekly inspections
 45. Audits
 46. Review of document control
 47. Test certificates control
 48. Method Statements and Risk Assessments
 49. Competence certificates
 50. Review of general arrangements
 51. First Aid
 52. Fire precautions
 53. Welfare
 54. Any other business
55. Minutes of the meetings shall detail the actions arising from the meeting, be copied to all attendees and are to be displayed on notice boards for the information of all the employees.
56. Full details shall be given in the Safety Management Procedures.

Health and Safety Information and Training

57. The company recognises that the provision of adequate health and safety information for all levels of personnel makes a vital contribution towards an efficient accident prevention programme and will therefore ensure that a suitably structured schedule of information and training is adopted by all parties.
58. A variety of techniques shall be adopted, such as poster campaigns, the distribution of health and safety information sheets, in order to generally promote health and safety.
59. All personnel including subcontractors shall undergo induction training before commencing work.
60. Regular toolbox talks shall be delivered to all site personnel including subcontractors.

Instruction and Supervision

61. All managers and supervisors shall give clear instruction of the work in hand to personnel for whom they are responsible, to ensure that all operations are undertaken safely and without risk to health.
 62. The instruction shall normally include, but not necessarily be limited to a description of the objective, the sequence of operations, the associated foreseeable hazards and any precautions, which must be taken. In many cases the instructions shall be based on the assessments of risk and shall, where considered necessary, be subject to a written safe working procedure, method statement or work instruction.
 63. Subcontractors shall ensure that their respective managers and supervisors are competent, experienced and adequately trained to enable to discharge their duties effectively.
-



LANDA SECURITY SERVICES

Risk Assessments

64. As an integral part of the project, accident prevention programme arrangements shall be implemented to ensure that key construction activities are subject to a formal assessment of risk prior to the commencement of individual operation. The results shall be monitored by the Safety Officer.

Safety Management Procedures

65. Safety Management Procedures shall be issued to detail how health and safety will be organised and managed on all of us and Projects contracts.
66. Safety Management Procedures shall be issued to cover:
- 67. Risk Assessment
 - 68. Safety Committees
 - 69. Health and Safety Training
 - 70. Site Safety Meetings
 - 71. Accidents/Incident Prevention
 - 72. Accident Statistics and Reporting
 - 73. First Aid
 - 74. Fire Prevention
 - 75. Housekeeping
 - 76. Noise Control
 - 77. Personal Protective Equipment

Safe Work Procedures

78. While carrying out the preparation of designs, safety plans and risk assessments, certain activities will be identified for which detailed, written safe systems of work are required to ensure that the activity is properly controlled and executed safely and without risks to health.
79. When such operations are to be carried out by or under the immediate control of a subcontractor, then the written safe working procedure, which may be incorporated into a method statement, shall be prepared by the subcontractor and submitted to the Contracts Manager for review and comment, prior to the commencement of the operation.
80. All written safe working procedures and, where appropriate, method statements, shall clearly identify the objective, scope, references, definitions and activity required and shall easily be understood by the personnel who are to carry out the work.
81. All written safe working procedures and method statements shall be given a unique document reference number in a register. If, during the course of operations, it becomes evident that the written safe system of work requires re-assessment and revision the document shall be revised accordingly. The Manager shall submit any such revision for formal acceptance. Upon approval, the revision shall be recorded in the register referred to above.
-



LANDA SECURITY SERVICES

Method Statements and SOP's shall include but not be limited to:

82. Building Works
83. Restricted Excavations
84. Concrete Works
85. Use of Personal Protective Equipment
86. Use of Hand Tools
87. Substances Hazardous to Health
88. Use of Whackers
89. Use of Portable Electrical Tools

Landa Security Services - Emergency Procedures

90. We will form part of the overall project emergency preparedness and evacuation programme.

Emergency Coordinator

The Security Site Manager shall be in charge of the project evacuation and emergency procedure

Site Safety Reports

91. Daily, Weekly Site Safety Reports shall be prepared by the Safety Officer and submitted to the Site Manager. Copies shall be submitted to the Principle Contractor for record keeping and inspection
92. The site Safety Report shall comprehensively deal with all relevant aspects of safety and health and in particular, report on all safety audits undertaken and all dangerous occurrences and accidents (regardless of severity) that occurred in the period covered by the report.

Safety Audits

93. In addition to carrying out regular site inspections, the site manager shall establish and maintain an integral health and safety audit programme designed to provide in depth examinations of all operations and activities on the project including subcontractors.
 94. The Safety Staff shall carry out regular audits on operations.
 95. The Health and Safety Management System shall be audited by the Principle Contractor and/or Client.
 96. The audits shall include assessment of at least the following elements of the Health and Safety Management System:
 97. the intent, scope and adequacy of the policy
 98. the organisation for ensuring Health and Safety control
 99. the organisation for ensuring Health and Safety co-operation
 100. the organisation for ensuring Health and Safety communication
 101. the management organisation for ensuring employees receive appropriate training
 102. long-term improvement in Health and Safety performance
 103. the adequacy and relevance of measuring systems
 104. the review of the system and feedback to obtain improvements
-



LANDA SECURITY SERVICES

Incident and Accident Reporting and Recording

105. The procedures for reporting and recording injuries and dangerous occurrences are issued under the Safety Management Procedures and are designed to satisfy both the statutory and contractual obligations and will also apply to all subcontractors on the project

First Aid

106. Qualified first aiders with a Level II Certificate as required by the Specifications and OHS Act Regulations shall be readily available during working hours.
1. First aid boxes shall be provided and maintained within the works area for the use of all authorised personnel.
 2. Detailed procedures for first aid and the provision of first aid boxes are included in the Safety Management Procedures.

Fire Prevention

107. The importance of fire protection and precautionary measures is recognised and arrangements shall be implemented to ensure that adequate procedures are adopted to prevent risk of injury or damage from fire. Fire Prevention Procedures shall be included in the Safety Management Procedures.

Housekeeping

108. All our guard rooms and works areas shall be kept clean and orderly. Rubbish, debris, waste and useless materials constitute a fire hazard as well as a potential hazard on the job, and must be removed from the work areas as fast as they accumulate. Areas for temporary accumulation of debris must be provided and shall be well protected and properly kept.
109. Detailed Procedures for Housekeeping shall be included in the Safety Management Procedures.

Personal Protective Equipment

110. Adequate supplies of suitable personal protective equipment (**PPE**) (**Security Uniform**) shall be maintained by the site and the subcontractors who shall each ensure that the appropriate PPE is issued to and used by their respective project personnel and authorised visitors. The supply of PPE shall be in accordance with relevant statutory requirements.
111. Detailed procedures for PPE shall be included in the Safety Management Procedures.

Noise

112. The statutory and contractual obligations with regard to noise are recognised and procedures shall be included in the Safety Management Procedures to ensure these requirements are satisfied.
113. Regular noise level surveys shall be carried out and recorded in a noise survey register.
-



LANDA SECURITY SERVICES

Visitors

114. **Landa Security Services** will arrange designs to prevent access for any unauthorized persons and secure the health and safety of any authorised visitors shall be implemented. These arrangements shall be included in the Safety Management Procedures.

115. ENVIRONMENTAL MISSION STATEMENT

We have the mission to achieve our declared business objectives with recognition of our responsibilities towards customers, investors, management and employees, the community and our environment.

With regards to the ENVIRONMENT:

We will 'PROMOTE AND PRESERVE ENVIRONMENTAL QUALITY' in all activities, not only through adherence to official regulatory policies by in a wider frame of participation and co-operation with environmental conservation organisations, and in practical terms with specific reference to:

- 116. Preservation of flora and fauna around the construction site of works.
- 117. Cleanliness of the site at all times.
- 118. Protection of material, plant and equipment for avoidance of dust and fumes, both in storage and construction use.
- 119. Consideration of noise levels.

4.1 ENVIRONMENTAL MANAGEMENT

QA Plan for Environmental Management and Mitigation

- 120. We will comply and abide by the Client Environmental Management Plan as soon, as is practicable after signing the contract documents.
- 121. This plan will be forwarded to the client's Environmental Coordinator for comment and approval, but not later than 7 working days from signature of contract.

Dust Control

- 122. Activities with the potential of creating mass volumes of dust will be controlled by means of water suppression systems.

Toilets

- 123. Suitable sanitary arrangements at camps, offices, workshops and construction sites will be provided. A minimum of one toilet per 20 persons at each working area is the legal requirement (Building regulations).
 - 124. Toilets will be easily accessible. Outside toilets will be of neat construction and will be provided with doors and locks and will be secured to prevent them from blowing over.
 - 125. Toilets will be placed outside areas susceptible to flooding.
-



LANDA SECURITY SERVICES

126. Sanitary arrangements will be to the satisfaction of project management, the local authorities and legal requirements. Project management will arrange for the regular emptying and disposal of waste off site and will ensure that the toilets are emptied before recognise holidays.

Fuel & Oil Storage

127. Fuel will be stored in a secure area in suitable containers and maintained. Containers will be easily handled and clearly identified by the chemical name for what it will be used for.
128. A maximum of 100 liter fuel will be stored on site for the use in small petrol/diesel driven equipment.
129. Storage of these materials shall be outside of direct sunlight and away from activities of areas where fire or explosion could be a leading factor.
130. MSDS will be available for random inspections.

Waste Management

131. Covered, tip proof metal drums will be provided at the office, workshop and other areas where required. Where considered necessary, additional drums will be installed. All waste will be removed at frequent intervals to a local authority waste site. In addition, an active ongoing anti-litter campaign involving all employees / and or sub-contractors will be instituted on site. Waste will not be burnt on site.

Noise Control

132. Site management will endeavour to keep noise generating activities to a minimum, however, it must be understood that certain noises will emanate from such. Any noises, which could cause a major disturbance, e.g. blasting, will be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise is mandatory.

Site Traffic control and Speed Limits

133. Speed limits on site, unless otherwise stated, will be 40 kph.
134. Site safety officials will have the authority to apprehend violators of traffic regulation

Environmental Awareness Programme

135. It is our intention to include within the induction process a discussion with respect to an awareness programme.
136. A continuous, measurable process will be implemented to ensure all employees / sub-contractors comply with environmental issues.
-



LANDA SECURITY SERVICES

**GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD,
ESCORTS, FIREARM TRAINING, FARM GUARDING & SECURITY TRAINING**

COMPANY COMPLIANCE DOCUMENTS ATTACHED



LANDA SECURITY SERVICES

**GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD,
ESCORTS, FIREARM TRAINING, FARM GUARDING & SECURITY TRAINING**

Company Registration Document



LANDA SECURITY SERVICES

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**Tax Registration
Income Tax Compliance**





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PSIRA REGISTRATION

A large, faint watermark of the LSS logo is centered on the page. It features the same shield shape and 'LSS' text as the main logo, but is much lighter and serves as a background element.



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**GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD,
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C.O.I.D
COMPENSATION FOR OCCUPATIONAL INJURIES AND DECEASE
LETTER OF GOOD STANDING



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**GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD,
ESCORTS, FIREARM TRAINING, FARM GUARDING & SECURITY TRAINING**

SWORN AFFIDAVID / BEE CERTIFICATE





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ESCORTS, FIREARM TRAINING, FARM GUARDING & SECURITY TRAINING**

**CSD Registration
Central Supplier Database**

A large, faint watermark of the LSS logo is centered in the background of the page. It features the same shield shape and 'LSS' lettering as the main logo at the top.



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ESCORTS, FIREARM TRAINING, FARM GUARDING & SECURITY TRAINING**

ID COPY OF DIRECTORS

A large, faint watermark of the LSS logo is centered on the page, behind the text. It is a large shield containing the letters 'LSS' in the same stylized font as the logo above.



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**GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD,
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COMPANY REFERENCES



LANDA SECURITY SERVICES

**GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD,
ESCORTS, FIREARM TRAINING, FARM GUARDING & SECURITY TRAINING**

LIST AND REGISTRATIONS OF COMPANY VEHICLES





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ESCORTS, FIREARM TRAINING, FARM GUARDING & SECURITY TRAINING**

PUBLIC LIABILITY INSURANCE

A large, faint watermark of the 'LSS' logo is centered on the page. It consists of a large shield outline with the letters 'L', 'S', and 'S' inside in a very light, semi-transparent font.



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CURRICULUM VITAE OF MANAGEMENT AND SECURITY OFFICERS



LANDA SECURITY SERVICES

**GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD, ESCORTS, FIREARM TRAINING,
FARM GUARDING & SECURITY TRAINING**

PROVISION OF SECURITY AT CAPE WINELANDS DISTRICT MUNICIPALITY

TENDER NUMBER: T 2020/097

CLOSING DATE: 22 JANUARY 2021

CLOSING TIME: 11:00



LANDA SECURITY SERVICES **ARMED REACTION SERVICES**

**GUARDING, CCTV INSTALLATIONS, ALARMS, BEAMS,
ARMED GUARD, ESCORTS, FIREARM TRAINING
& SECURITY TRAINING**

Johan Bester

074 887 9942

**ADDRESS: WCBDC TONYN STREET
SALDANHA 7395**

Email: jlandasecu@gmail.com





LANDA SECURITY SERVICES

CELL: 074 887 9942 - 071 902 6419
Email: jlandasecu@gmail.com

48 Leylle Street
Ceres
6835

PROVISION OF SECURITY AT CEDERBERG MUNICIPALITY

TENDER NUMBER: T 2020/097

CLOSING DATE: 22 JANUARY 2021

CLOSING TIME: 11:00

Date: 22 January 2021

Dear Sir/Madam

We have read with interest at your advertised tender for provision of External security services at **cape Winelands District Municipality**.

LANDA SECURITY SERVICES is a locally based specialized security service provider.

EXCLUSIVE SUMMARY

This proposal outlines our plan to create that special outdoor paradise for each unique client with unique desires, and how we intend to execute that plan.

LANDA SECURITY SERVICES creates designs that will have the potential to add help to your organization. We help you conceive beautiful surroundings that increase in worth with time.

We focus exclusively on customers that require quality general security services and so far we have built our client base and reputation on that premise.

LANDA SECURITY SERVICES branded processes, outstanding client services and the company have positioned itself as the security industry leader in client retention.

We are very easy to do business with so if there is any part of this proposal that you want changed, please do not hesitate to contact me should you have any questions., Please call the undersigned

Best regards

Management



LANDA SECURITY SERVICES

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PROVISION OF SECURITY AT CAPE WINELANDS DISTRICT MUNICIPALITY

TENDER NUMBER: T 2020/097

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LANDA SECURITY SERVICES will also supply with the following equipment

SECURITY EQUIPMENTS TO BE PROVIDED BY OUR COMPANY ON SITE:-

1. Hand held 2 way radio
2. Researchable torches
3. Hand cuffs
4. Batons
5. Occurrence book
6. Register book
7. Whistle – Button stick

ALL THESE LIST OF CONSUMABLES / EQUIPMENTS MEET THE FOLLOWING STANDARD

- All our Security equipment's are SABS APPROVED?
- Are not of a low quality
- Are supplied by a reputable company

OCCUPATIONAL HEALTH AND SAFETY ACT

We comply with occupational health and safety act where our duties are:-

- By ensuring that all our Security Guards are fully equipped with personal equipment's at all times

BREAKDOWN ANALYSIS

Salaries	= 70%
Transport	= 5%
Security consumables	= 15%
Over heads	= 10%
TOTAL	= 100%

GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD, ESCORTS,
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LANDA SECURITY SERVICES has full capacity to successfully deliver general security services to our clients. Our experienced team will ensure that our capacity to deliver on our mission will be an impeccable service on a sustainable strategic approach to managing our operational, financial and transportation resources as well as on maintaining employment at capacity level.

We boast a committed, creative and highly energetic team that will set the tone and drive the pace of implementation of security service to our clients. We embrace the importance of developing a supportive, high –performance culture, characterized by the confidence, optimism, pride and enthusiasm of all who work within the company at every level. In an increasingly demanding working environment, management also ensures that we achieve the financial capacity to sustain the core instructional mission of the company, generating the resources needed and creating employment to our communities.

We, therefore propose to render physical security service to your organization. We will comply with the terms and conditions and accordance with your specifications stipulated in your request for quotation documents and which shall be taken as part of, and incorporated into your request at the price and on the terms regarding time for delivery.

SECURITY SERVICE GUARANTEE

Why choose us?

It is simple – We provide **Measurable Security Services, with Guaranteed Results**. We focus exclusively on clients that require quality-security services, and we have built our client base and reputation on that premise. **LANDA SECURITY SERVICES** operating systems, branded processes and outstanding client service have formed the foundation for delivering exceptional security services.

We guarantee to be on site throughout the whole shift and complete all our regularly scheduled security service commitments on time. We also guarantee to respond to, and promptly resolve, any specific issues within few hours. Should **LANDA SECURITY SERVICES** fall to meet either of these obligations; a complimentary security service emergency call will be scheduled.

We have qualified and skilled Security Technical staff.

GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD, ESCORTS,
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LANDA SECURITY SERVICES

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OUR BUSINESS PRINCIPLES

1. General Policy

LANDA SECURITY SERVICES as a well-known and well established Security company we recognize that our business success brings with it obligations of good stewardship and ethical behavior. Our operations will perform better when the communities around them are stable and prosperous. Conducting business with an eye to the needs of the future is the essence of sustainable development. 'Good Citizenship' Principles are intended to provide a common set of values and standards applicable to our actions whenever we do business. The principles provide a defensible framework for the management of ethical, legal, social and environmental risks. Employees must ensure adherence to the Principles and furthermore are requested to take a personal interest in how the Principles are promoted and upheld within your Division.

2. Our Stakeholders

Our primary responsibility to our clients

We believe that this is best achieved through intelligent understanding of the interests of our clients, including our employees; the communities associated with our operations. A reputation for integrity and responsible behavior will underpin our commercial performance through motivating employees and building trust and goodwill in the greater world of business.

Employees

We aim to attract and retain security services of the most appropriately skilled individuals. We are committed to treating employees at all levels with respect and consideration, to investing in their development and to ensuring that their careers are not constrained by discrimination or other arbitrary barriers to advancement. We will seek to maintain a regular two-way flow of information with employees to maximize their identification with and ability to contribute to our business.

Communities

We aim to promote strong relationships with and enhance the capacities of the communities of which we are a part. We will seek regular engagement about issues, which may affect them. Our support for community security projects will reflect the priorities of local people, sustainability and cost effectiveness. We will increasingly seek to assess the contribution our operations make to local social and economic development and to report upon it.

Clients and business partners

We seek mutually beneficial long-term relationships with our clients, business partners, contractors and suppliers based on fair and ethical practices.

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Principles of conduct

Business Integrity and Ethics

We support free enterprise as the system best able to contribute to the economic welfare of society as well as to promote individual liberty. Without profits and a strong financial foundation, it would not be possible to fulfill our responsibilities to our shareholders, employees, society and to those with whom we do business. However, our investment criteria are not solely economic. They also take into account social, environmental and political consideration;

We will comply with all laws and regulations applicable to our business;

We are implacably opposed to corruption. We will not offer, pay or accept bribes or condone these practices in our dealings in the marketplace and will not tolerate any such activity by our employees;

We prohibit employees from trading securities illegally when in possession of unpublished price sensitive information;

We require our employees to perform their duties conscientiously, honestly and with due regard for the avoidance of conflicts between any personal financial or commercial interests and their responsibilities to their employer;

- We will maintain high standards of planning and control to:-
- Identify and monitor material risks
- Safeguard our assets, and to
- Detect and prevent fraud.

We will promote the application of our principles by those with whom we do business. Their willingness to accept these principles will be an important factor in our decisions to enter into, and remain in, such relationships. We encourage employees to take personal responsibility for ensuring that our conduct complies with our principles. No one will suffer for raising, violations of this policy or any legal or ethical concern, with management.

Corporate Citizenship - We respect human dignity and the rights of individuals and of the communities associated with our operations. We seek to make a contribution to the economic, social and educational wellbeing of these communities, including through local business development and providing opportunities for workers from disadvantaged backgrounds;

We recognize the sensitivities involved in addressing issues, which relate to the cultural heritage of indigenous communities. We will seek to ensure that such matters are handled in a spirit of respect, trust and dialogue; Whilst the primary responsibility for the protection of human rights lies with governments and international organizations, where it is within our power to do so, we will seek to promote the observance of human rights. We support the principles set forth in the Universal Declaration of Human Rights.

Employment and Labour Rights - We are committed to the adoption of fair labour practice at our workplaces and our conditions of our security service will comply with applicable **PSIRA** laws and standards. We will promote workplace equality and will seek to eliminate all forms of unfair discrimination;



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We will not tolerate inhumane treatment of employees, including any form of forced labour, physical punishment, or other abuse;

We prohibit the use of child labour in all our security posts;

We recognize the right of our employees to freedom of association

We will operate fair and appropriate means for the determination of terms of conditions of employment. We will provide appropriate procedures for the protection of workplace rights and our employees' interests;

We will provide employees with opportunities to enhance their skills and capabilities, enabling them to develop fulfilling careers and to maximize their contribution to our business.

Communication - We will establish effective communication procedures throughout the organizational structure of the security project is acknowledged.

We will facilitate the reporting of emergency situations the site manager shall arrange for the following emergency telephone numbers to be displayed on site and updated regularly:

1. Emergency call center
2. Emergency response

Instruction and Supervision - All our supervisors and security managers shall give clear instruction of the work in hand to personnel for whom they are responsible, to ensure that all operations are undertaken safely and without risk.

The instruction shall normally include, but not necessarily be limited to a description of the objective, the sequence of operations, the associated foreseeable hazards and any precautions, which must be taken. In many cases the instructions shall be based on the assessments of risk and shall, where considered necessary, be subject to a written safe working procedure, method statement or security work instruction.

Risk Assessments - As an integral part of the project, accident prevention programmed arrangements shall be implemented to ensure that key security activities are subject to a formal assessment of risk prior to the commencement of individual operation. The results shall be monitored by the Safety Officer.

Safe Work Procedures - While carrying out the preparation of designs, safety plans and risk assessments, certain activities will be identified for which detailed, written safe systems of work are required to ensure that the activity is properly controlled and executed safely and without risks to health.

When such operations are to be carried out by or under the immediate control, then the written safe working procedure, which may be incorporated into a method statement, shall be prepared by us and submitted to the client.

Emergency Procedures - We will form part of the overall security project emergency preparedness and evacuation programme.

Site Traffic control and Speed Limits - We will ensure that speed limits on site, unless otherwise stated, will be 40 kph.



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PROVISION OF SECURITY AT CAPE WINELANDS DISTRICT MUNICIPALITY

TENDER NUMBER: T 2020/097

CLOSING DATE: 22 JANUARY 2021

CLOSING TIME: 11:00



COMPANY PROFILE

PRESENT!!!

**GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD, ESCORTS,
FIREARM TRAINING, FARM GUARDING & SECURITY TRAINING**



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PSIRA REGISTRATION

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TAX CLEARANCE / TAX PIN

PRESENT!!!

**GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD, ESCORTS,
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CERTIFIED COPPIES OF DIRECTORS

**GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD, ESCORTS,
FIREARM TRAINING, FARM GUARDING & SECURITY TRAINING**



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PROVISION OF SECURITY AT CAPE WINELANDS DISTRICT MUNICIPALITY

TENDER NUMBER: T 2020/097

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SHARES CERTIFICATE

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GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD, ESCORTS,
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PROVISION OF SECURITY AT CAPE WINELANDS DISTRICT MUNICIPALITY

TENDER NUMBER: T 2020/097

CLOSING DATE: 22 JANUARY 2021

CLOSING TIME: 11:00



SWORN AFIDAVIT / BEE CERTIFICATE

PRESENT!!!

GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD, ESCORTS,



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TENDER NUMBER: T 2020/097

CLOSING DATE: 22 JANUARY 2021
CLOSING TIME: 11:00



CSD REGISTRATION DOCUMENTS

PRESENT!!!

GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD, ESCORTS,
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PROVISION OF SECURITY AT CAPE WINELANDS DISTRICT MUNICIPALITY

TENDER NUMBER: T 2020/097

**CLOSING DATE: 22 JANUARY 2021
CLOSING TIME: 11:00**



COID

COMPENSATION FOR OCCUPATIONAL INJURIES AND DECEASE ACT

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PROVISION OF SECURITY AT CAPE WINELANDS DISTRICT MUNICIPALITY

TENDER NUMBER: T 2020/097

**CLOSING DATE: 22 JANUARY 2021
CLOSING TIME: 11:00**



PROVE OF BUSINESS ADDRESS

PRESENT!!!

**GUARDING, CCTV INSTALATIONS, ALARMS, BEAMS, ARMED GUARD, ESCORTS,
FIREARM TRAINING, FARM GUARDING & SECURITY TRAINING**



LANDA SECURITY & CLEANING SERVICES

Reg. 2015/364989/07 • PSIRA Reg. 28441904 • Tax Reg. 97443411

Head Office Address: 48 Leyll Street, Ceres, 6835

Saldanah Branch: 234 WCBDC White City, Saldanha, 7395

Contact Tel: 023 316 1762 / 071 902 6419

E-mail: tlmhlaks@gmail.com / landasecu@gmail.com

Re: Our Company Profile

Thank you for providing us with the opportunity to submit Landa Security Services profile regarding our information and service offered.

We at Landa Security Services are in the position to offer you, the valued client the following package: Commercial Guarding, Site investigations, Recruitment and Replacements and Guard onsite and offsite training. Management of Landa security services are on a 24/7 standby in case of any assistance from Guards onsite.

Landa Security is the Local based company and our policy is to provide a tailor made service of the highest standards to existing and prospective clients through total management and security officers commitment.

Taking the above into consideration you can see that our whole purpose is to manage your company security with total professionalism and quality service.

Upon confirmation of the service, our Operational management meet and liaise with you as the as the client as to what the Site instruction has to be, as well as and on job training protocol for all new security officers placed on site. Consistency a must!

Management will be monitoring all protocols and standards required by the Client. It is important for both parties to work hand in hand to at all times. Communication is the main factor.

Should you required any further information, do not hesitate to contact us on our Head Office number or alternatively. ***We now have a second office which is also our Main Office and it is located in Ceres, 48 Lyell Street.***

Our first office was opened in Saldanha Bay and is now operating through our ***Branch Manager*** who is ***Mr Johan Bester***. For any security related information do not hesitate to call our Head Office in Ceres or our Saldanha Bay branch (***074 887 9942***) depending in which area you are.

Mission Statement

- The be the first choice level 1 B-BBEE Security Provider for any business that needs to engage a contract security service provider to protect their assets.
- Operating exclusively in the Western Cape and Boland area.
- We at Landa security Services are committed to embrace both innovation and personal commitment to ensure that we constantly meet the needs of our clients.

At Landa Security Service we are committed to ensure that:

1. At the outset we evaluate and understand our client's needs that these are the property reflected in the proposals we put forward for approval by our clients, and once approved that our site instructions and job descriptions deliver on our mission statement.
2. At all times the service that we render must be measurable and comply with your company and national security standards.
3. Any security solution decided upon in conjunction with our clients will always be implemented so as to cause minimum disruption to our own operation.
4. As part of our internal quality. Management program we continue to evaluate the needs of clients and the manner in which we need the address.

Policy and Procedure

- The Operational manual will be made up of the disciplinary and grievance code, policy and procedure and Job Descriptions.
- This manual is a minimum LSS standard of its day to day operations, generically throughout the country.
- These are a minimum requirement of your employment and are not to be confused with site instructions.
- LSS policy and procedures are to be maintained and upheld in conjunction with all site instructions and procedures.
- Any changes to any manual will be, because of operational changes and demands.
- All Officers will be registered with PSIRA as per national requirements

Recruitment and selection policy

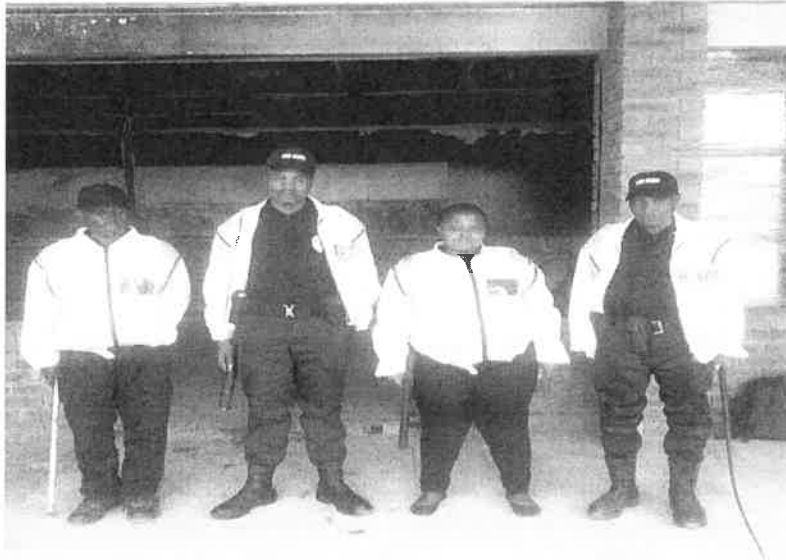
1. LSS recognises that the quality and potential of our employees affects our ability to meet our short and long term objectives.
2. As an equal opportunity employer, we will recruit quality employees with the potential for development and will provide employees with opportunities for personal and career growth.
3. This ties in with our Core values and ethics in that we believe our business is built on our employees who deserve to be treated with fairness and respect.

Services provided

The following services are currently provided by LSS security:

- GUARDING AND ACCESS CONTROL
- ARMED GUARDS
- ESCORTS
- VIP PROTECTION
- STRIKES AND RIOTS PROTECTION
- CCTV INSTALLATION
- ALARM INSTALLATION
- K9 DOGS AND HANDLERS
- WE HAVE TWO BRAND NEW VANS ON TRACK FOR TRANSPORTING OF OUR STAFF MEMBERS
- FIRE ARM TRAINING
- SECURITY TRAINING
- FARM GUARDING





References:

COMPANY WORKED FOR	CONTACT PERSON	VALUE OF CONTRACT (PER MONTH)	CONTACT DETAILS
Agrikaap – Stalbau Construction	Jaco	R 8500.00	061 593 3287
Agrikaap – Stalbau Construction	Jan		063 452 2074
Vredebes – Asla Construction	Badela	R32 000.00	083 689 5358
Witzenberg Municipality – Amcor Construction	Robert	R16 000.00	email: Robert@amco.co.za
Civic Centre Saldanha bay – TWB Plumbing Construction	Xola	R44 000.00	079 303 4216
ActoPhambili Construction – Worcester	Mr. Thinus	R24 000.00	083 565 8803
Saldanha Bay Business Centre (WCDC)	Mr. Meyer	R12 000.00	022 714 1731
Sandy Point St Helena Bay	Mr. Deon	R13 000.00	082 723 4343
Well save SuperMarket	Miss Miah	R7500.00	084 889 9375
Iingcinga Zethu High School	Mr Tshazibana Z	R44 000.00	084 029 9898
Siyavuka Mining – Kimberley(Commencement Date 26 August 2020, Guards Compliment is 100)	Mr Nefdt Marcelino	R4 000 000.00	074 553 3584

COMPANY BACK ROUND

LANDA WAS ESTABLISHED 2015 BY MR T. MHLAKWAPHALWA, WHOM HAVE A VISSION AND MISSION OF ESTABLISHING MORE SAFETY AND SECURITY AROUND SALDANHA AND SORROUNDED AREAS.

MR MHLAKWAPHALWA HAVE WORKED FOR A COUPLE OF SECURITY COMPANIES AS SUPERVISOR AND ARMED RESPONSE OFFICER, HAVE PLAYED A BIG ROLE TO PROTECT THE COMMUNITIES THROUGH HIS RESPONSE DUTIES.

HE WAS ABLE TO HANDLE 25 SITES FOR THORBURN SECURITY AS AN AREA SUPERVISOR FROM SALDANHA TO ATLANTIS UP TO VREDENDAL.

HE IS ALSO PLAYING A BIG ROLE TO DEVELOPE THE YOUNG PEOPLE TO JOIN THE INDUSTRY BY GIVING THE SECURITY TRAINING EVER SINCE HE IS AN QUALIFIED PSIRA INSTUCTOR

WE WANT TO THANK YOU FOR OVERLOOKING OF OUR PROFILE AND HOPE WE WILL ALSO BE GIVEN A CHANCE TO PROVE OUR COMMITMENT.



LANDA SECURITY & CLEANING SERVICES

Reg. 2015/364989/07 • PSIRA Reg. 28441904 • Tax Reg. 97443411

Head Office Address: 48 Leyll Street, Ceres, 6835

Saldanah Branch: 234 WCBDC White City, Saldanha, 7395

Contact Tel: 023 316 1762 / 071 902 6419

E-mail: tlmhlaks@gmail.com / landasecu@gmail.com

LANDA SECURITY SERVICES

PROPOSALS

We give the following services with regards to our security:

- 1. Armed Guards**
- 2. VIP Protection**
- 3. CIT**
- 4. Armed Response Vehicles**
- 5. Guarding and Access Control**
- 6. Escorts**
- 7. Strikes and Riots Protection**
- 8. CCTV Installation**
- 9. Alarm Installation**
- 10. K9 Dogs and Handlers**
- 11. Fire Arm Training**
- 12. Security Training**
- 13. Farm Guarding**



LANDA SECURITY & CLEANING SERVICES

Reg. 2015/364989/07 • PSIRA Reg. 28441904 • Tax Reg. 97443411

Head Office Address: 48 Leyll Street, Ceres, 6835

Saldanah Branch: 234 WCBDC White City, Saldanha, 7395

Contact Tel: 023 316 1762 / 071 902 6419

E-mail: timhlaks@gmail.com / landasecu@gmail.com

Dear Sir/Ma'am

Hereby I would like to introduce Landa Security Services to Cape Winelands District Municipality in order to deliver a good services to you at the CLIENT.

Our Head Quarters is in Ceres with a branch office in Saldanha, managed by Johan Bester as Regional Manager. I would like to serve you to the best of my capabilities.

I would like to do the following on your premises on this contract...

1. Provide full uniform.
2. Issue 2 way radios..
3. Patrol System on clients request.(BLOODHOUND)
4. Voice System.
5. File 13(Management System).

NB* I would like to fulfil the client needs and go the extra mile to keep the clients property safe.

Thank you for allowing us to quote and thank you to make time to read this letter.

May You have a blessed day and my the Lord keep you and bless you.

Kind Regards.

Johan Bester

Regional Manager

074 887 9942

068 519 1919

WEST COAST BUSINESS DEVELOPMENT CENTRE
Reg no. 1998/019440/08
NPO Reg no. 037-340-NPO

23 September 2020

To whom this may concern

LETTER OF RECOMMENDATION

This writing serves to confirm that Landa Security has been providing security services to the West Coast Business Development Centre since February 2020. The WCBDC went through a storm of burglaries and vandalization in the twelve months prior to February. We are happy to say that for the past seven months we did not have a single attempt of burglary.

Landa Security offers a 24/7 presence on our premises and the guards are punctual, friendly, visible and always willing to assist the staff of the WCBDC. The management team of Landa Security does regular site visits and one-on-one sessions with the management of WCBDC. Having the guards here also creates a safe space to our staff as well as our clients.

I strongly recommend the services of Landa Security.

Sincerely

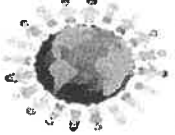


Lucinda Kuilders
Office Manager - WCBDC

DIRECTORS:

DEPUTY DIRECTORS:

Vrolike Vinkies
Pre-Primary Educare Centre & Support Group

Adres/Address: Die Eilandvakansieoord Bartinka street PO Box. 588 Ceres		Contact Details* Landline: 023-3161292 Mobile: 0787375186 Email: vrolikevinkies@telkomsa.net
Registration Partial Care C6790 NPO Registered 021-498 SARS –CLEARANCE–Good standing		

To Landa Security Company:

20 October 2020

On behalf of the above institution, I would like to thank you for your excellent work.

Your team has prove them during the construction of our classroom. The brave action of your security guard saved us thousands .

Thank you for your commitment on the care of our building materials during construction.

We appreciate your capability to this security company. We will recommend you to any business our company who need excellent security service.

We will use your services again in the future.

Thanks

Mrs Andeline Coetzee




VROLIKE VINKIES
Tel: 023 316 1292
Email: vrolikevinkies@telkomsa.net
Bartinka Street, Posbus 588
Ceres, 6835
NPO: 021-498
Develop the future



IINGCINGA ZETHU SS

P O BOX 151, CERES 6835

Tel. 021-0232041 Fax. 023-3121908

E-mail: iingcingazethu.sec@wcgschools.gov.za



19 October 2020

TO WHOM IT MAY CONCERN:

Ref: RECOMMENDATION LETTER FOR LANDA SECURITY COMPANY

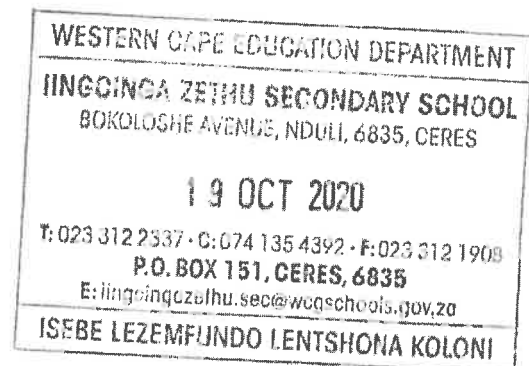
This letter serves as a letter of appreciation for Landa Security Company's wonderful job. We contracted Landa Security Company to secure our school premises in the period from April 2020 up to September 2020.

They proved beyond reasonable doubt that they are of high professional calibre giving us a real peace of mind. There was not even a single vandalism, break-in or reported cases of theft in the school during their period of contract. They follow all security procedures required leading to a clean operation history.

As an institution we strongly recommend Landa for security services to any institution, corporation or individual in need of a good security provision not to hesitate contracting them.

Yours in Education

Mr ZB Tshazibana
School Safety Officer
084 029 9898





TWB Plumbing Services cc

C3/4 Millennium Park, Stellenberg Street, Parow Industria, 7493

Tel: 021 932 4607

Fax: 021 931 3441

Cell: 074 186 8448

Email: twbplumbing@ct.cinet.co.za

CK: 2004/097300/23

20 October 2020

**Marcquin Prins
Landa Security Services**

Dear Sir

TWB Plumbing Services would like to express our appreciation and satisfaction with the service you provided at our Diazville Civic Centre Construction site since October 2019.

We are very impressed with your level of professionalism and the safeguarding of our staff, equipment and the overall site.

We would highly recommend you to any organisation that may want to make use of your excellent services and look forward to a long and rewarding relationship with your company.

Yours faithfully

**TW Bowers
Director**



REPUBLIC OF SOUTH AFRICA
NATIONAL IDENTITY CARD

Surname:
MHLAKWAPHALWA

Names:
NASIPHI

Sex:
F

Nationality:
RSA

Identity Number:
0204151213087

Date of Birth:
15 APR 2002

Country of Birth:
RSA

Status:
CITIZEN



Signature

M. Mhlaqas





Address Change for Companies and Close Corporations

Registration Number: 2015 / 364989 / 07
Enterprise Name: LANDA SECURITY SERVICES
Tracking Number: 9283650862

ENTERPRISE AND LODGEMENT INFORMATION

Registration Number: 2015 / 364989 / 07
Enterprise Name: LANDA SECURITY SERVICES
Customer Code: WWW517
Tracking Number: 9283650862
Lodgement Date: 2020-07-28
Effective Date: 2020-08-05

Addresses

CURRENT POSTAL ADDRESS

234 TONYN STREET
WHITE CITY
SALDANHA
WESTERN CAPE
7395

CURRENT ADDRESS OF REGISTERED OFFICE

234 TONYN STREET
WHITE CITY
SALDANHA
WESTERN CAPE
7395

NEW POSTAL ADDRESS

48 LYELL STREET
CERES
CERES
WESTERN CAPE
6835

NEW ADDRESS OF REGISTERED OFFICE

48 LYELL STREET
CERES
CERES
WESTERN CAPE
6835

Email Address: TLMHLAKS@GMAIL.COM

Website Address:

DIRECTORS

Surname and First Names	Type	Status	ID Number / Date of Birth	Appoint. Date	Address
TAI-TAI, SIMTHOLILE	Director	Active	9808286257081	2019-11-15	Postal: 58 ZOLA STREET, MIDDELPOS, SALDANHA, WESTERN CAPE, 7395 Residential: 58 ZOLA STREET, MIDDELPOS, SALDANHA, WESTERN CAPE, 7395



BK 89 / 28916 / 23

AGREEMENT OF LEASE

ENTERED INTO BY AND BETWEEN

LYELLSTRAAT EIENDOMME
(hereinafter referred to as Lessor)

And
Thubalakhe Mhlakwaphalwa 780726 5341082
(hereinafter referred to as Lessee)

The Lessor hereby lets and the Lessee hires the Property, subject to the terms and conditions set out hereinafter and in the Annexure, which Annexure forms part of this Agreement.

The Property: Shop No. 2 - Lyell Street 48
Kommandeer GERES Erf NO. 11450
GERES 6835
(hereinafter referred to as the Property)

The Lease shall be for a period of 12 (Twelve) months, commencing on 1 July 2019 and terminating on 30 June 2020.

The rent shall be at the sum of R 3100-00 (Three One Zero Zero Rand) per month payable monthly in advance with the first payment on 1 June 2019 / 1 July 2019 and thereafter on the first day of each and every month.

SIGNED at _____ On the 26 Day of June 2019
[Signature] AGENT [Signature] LESSOR

SIGNED at GERES On the 3 Day of June 2019
[Signature] AGENT [Signature] LESSEE

NO. OF CERTIFICATE

1

NO OF SHARES

100

Share Certificate

LANDA SECURITY SERVICES (PTY)LTD

This is to certify

That Simtholile Tai-Tai (980828 6257 08 1)

of 234 Tonyn Street, White City, Saldanha .7395

is the Registered Proprietor of

100 (One Hundred)

Fully Paid

DISTINCTIVE NUMBERS		NUMBER OF SHARES
FROM	TO	
001	1000	100

Ordinary

shares

numbered as per margin inclusive, in the above-named Company subject to the Memorandum of Incorporation and the Rules and Regulations of the Company.

Issued on

26 May 2020

Registered Address

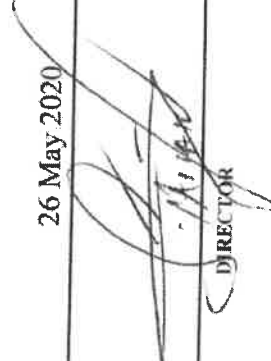
234 Tonyn S Street
White City

Saldanha

7395

Registration Number

2015/364989/07



 DIRECTOR



FNB
First National Bank



FNB
First National Bank

FNB Electronic Stamp

2020-07-15

Reference Number: VODS1D2HR6NG

To verify this letter, please keep the above reference number and customer account number on hand. Visit FNB.co.za or FNB App, select Contact us/Tools on the Menu, followed by Verify Account Confirmation/Visa Application Letter and follow the screen instructions.

The Reference Number is valid for 3 months.

Date: 2020-07-15

To whom it may concern

ACCOUNT CONFIRMATION LETTER

We confirm that ***LANDA SECURITY SERVICES(PTY)LTD** with identification/registration number **2015/364989/07** ("the account holder") holds the following account with First National Bank, a division of FirstRand Bank Limited ("FNB"):

Account Type	BUSINESS ACCOUNT	Account Number	62787033811
Branch Code	200107	Branch Name	CERES, C.P. 192
Swift Code	FIRZAJJ	Date Opened	2018-10-25

FNB issues this letter at the specific request of the account holder and for informational purposes only. This letter serves only to confirm that the above information is, according to the records available to FNB, factually correct as at the date of this letter.

Accordingly, FNB provides no warranties, guarantees, assurances or undertakings of any nature in connection with the above information, the account and/or the account holder, cannot be held responsible for any reliance which may be placed on this letter.

Without limiting the above in any way:

- (i) This letter does not constitute a letter of guarantee or a letter of credit.
- (ii) This letter does not imply or infer in any way that FNB has reserved the funds held in the account in favour of any person, nor that FNB has placed a hold on or limited the amount available in the account. The amount available in the account may change at any time without prior notice to you; and
- (iii) FNB will not be held responsible for any change in the information contained in this letter.

This letter is issued to you without any liability for FNB or its employees. You are to treat this letter as confidential.

Should you have any queries, please visit our website www.fnb.co.za or feel free to contact us on 087 736 2247.



COR 39: Director Amendments

Registration Number: 2015 / 364989 / 07
Enterprise Name: LANDA SECURITY SERVICES

9283655474

ENTERPRISE INFORMATION

Registration Number: 2015 / 364989 / 07
Enterprise Name: LANDA SECURITY SERVICES
Tracking Number: 9283655474
Registration Date: 16/10/2016
Enterprise Type: Private Company
Enterprise Status: In Business

Addresses


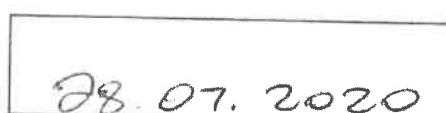

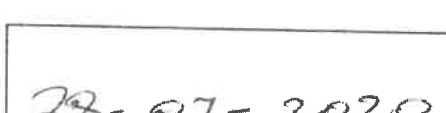
POSTAL ADDRESS

234 TONYN STREET
WHITE CITY
SALDANHA
WESTERN CAPE
7395

ADDRESS OF REGISTERED OFFICE

234 TONYN STREET
WHITE CITY
SALDANHA
WESTERN CAPE
7395

DIRECTORS

Surname and First Names	Type	Status	ID Number / Date of Birth	Appoint. Date	Address
MHLAKWAPHALWA NASIPHI	Director	Active	0204151213087	2020-07-28	Postal: 48 LYELL STREET, CERES CERES, WESTERN CAPE, 6835 Residential: 48 LYELL STREET, CERES, CERES, WESTERN CAPE, 6835
 Signature			 Date		
TAI-TAI SIMTHOLILE	Director	Active	9806286257081	2019-11-15	Postal: 58 ZOLA STREET, MIDDELPOS, SALDANHA WESTERN CAPE, 7395 Residential: 58 ZOLA STREET, MIDDELPOS, SALDANHA, WESTERN CAPE, 7395
 Signature			 Date		

NB: At least one of the signatories must sign the COR39 form.





TAX COMPLIANCE STATUS

PIN Issued

LANDA BUSINESS SERVICES PTY LTD
13 SLOVO STREET
NDULI
CERES
6835

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: 9744341166

Always quote this reference number when contacting SARS

Issue Date: 2020/08/11

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	Landa Security Services
Trading Name	LANDA BUSINESS SERVICES PTY LTD
Tax Reference Number(s)	IT - 9744341166
Purpose of Request	Good Standing
Request Reference Number	003/687368GS1106201705191
PIN	1568C5324D
PIN Expiry Date	11/06/2021

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



the dti

Department:
Trade and Industry
REPUBLIC OF SOUTH AFRICA



Companies and Intellectual
Property Commission

100 Waterlooville Road, Rosebank, Johannesburg 2197

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: 9260333114



Enterprise Number: K2015364989

B-BBEE LEVEL 1 CONTRIBUTOR: 135% PROCUREMENT RECOGNITION

B-BBEE INFORMATION

Certificate Number	9260333114
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-BBEE LEVEL 1 CONTRIBUTOR: 135% PROCUREMENT RECOGNITION
Date of Issue	26-May-2020
Expiry Date	25-May-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: **100%**
- 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	2015 / 364989 / 07
Enterprise Name	LANDA SECURITY SERVICES (PTY) LTD
Registration Date	16-October-2015
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



3/20/2018

Gmail - REGISTRATION



Tihle Mhlaks <tmhlaks@gmail.com>

REGISTRATION

1 message

CF Call Centre <CFCALLCENTRE@labour.gov.za>
To: "tmhlaks@gmail.com" <tmhlaks@gmail.com>

Tue, Mar 20, 2018 at 1:04 PM

Good day

Please be advised that **LANDA BUSINESS SERVICES** (reg. 2015/364989/07) has been registered with the Compensation Fund and the reference number is: **990001127059**.

Please contact the Call Centre (0860 105 350) if you have any further queries.

Regards

Compensation Fund Call Centre
Email: cfcallcentre@labour.gov.za
Tel: 0860 105 350
Fax: 012 357 1772
Postal Address: P. O. Box 955, Pretoria, 0001
Physical Address: Cnr Soutpansberg Rd & Hamilton Str, Arcadia, Pretoria



PSIRA

Private Security Industry Regulatory Authority

This certificate certifies that
LANDA BUSINESS SERVICES

Company

Trading As:

LANDA SECURITY SERVICES

Reg Number : **2844190**

Date of Registration : **19/10/2018**

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 : **09/09/2020**

Valid Until : **08/09/2021**

Copy No **0**

Certificate No : **12263780**

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



000119083



labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA



2019110856

CALL CENTER NO: 0860 105 350

REG NO : 990001127059
FAX NO : 0123456789
ISSUE DATE : 2020-09-28
CERTIFICATE NO : 2019110856

LANDA BUSINESS SERVICES
13 SLOVO STREET NDULI
CERES
6835

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:

LANDA BUSINESS SERVICES

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

Nature of business :SECURITY TRAINING & PROTECTION SERVICES

Expiry date :2021-04-30

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://cfoonline.labour.gov.za/VerifyLOGS>

Yours faithfully

COMPENSATION COMMISSIONER

W.As. 48

Compensation House, Cnr Hamilton and Soutpansberg Road, PO Box 955, Pretoria, 0001 Fax:(012)357-1817 Website:<http://www.labour.gov.za>



Compensation Fund
SAFETY FOR YOU