

TENDER: SBM 24/25/26

Munisipale Kantoor
 Privaatsak X12
 VREDENBURG, 7380
 Tel. No.(022) 701-7113
 Faks No.(022) 715-1304



Municipal Offices
 Private Bag X12
 VREDENBURG, 7380
 Tel. No.(022) 701-7113
 Fax No.(022) 715-1304

TENDER DOCUMENT

TENDER NUMBER	SBM 24/25/26
TENDER DESCRIPTION	PROVISION OF PHYSICAL GUARDING AND VIP PROTECTION SERVICES TO THE SALDANHA BAY MUNICIPALITY FOR A PERIOD 01 JULY 2026 TO 30 JUNE 2029.
NAME OF TENDERER	
BUSINESS ADDRESS	
TELEPHONE NUMBER	
CSD NUMBER	

COMPULSORY CLARIFICATION MEETING:

ADDRESS	COUNCIL CHAMBER, 12 MAIN ROAD, VREDENBURG, 7380		
DATE	17 JUNE 2026	TIME	12H00

SUBMISSION DETAILS:

ADDRESS	TENDER BOX, GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG		
CLOSING DATE	10 JULY 2026	CLOSING TIME	12H00

The document, fully completed in all respects, together with any returnable and additional, supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the project number and description and the closing date and time indicated on the envelope. The sealed envelopes must be inserted into the appropriate official tender box before the closing date and time.

TENDER: SBM 24/25/26

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Rosaire Farmer
Tel: 022 701 6945
Email: rosaire.farmer@sbm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person: Nolan Lategan
Tel: 022 701 6858
Email: nolan.lategan@sbm.gov.za

INSTRUCTION: HANDLING OF TENDER DOCUMENT

Tenders must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

Tenders generated from e-Tender:

E-TENDER DECLARATION

It is compulsory to confirm "Yes" or "No" on all line items **Yes/No**

The original document collected from the Municipality must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non-responsive.	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.	
Printed documents must be bound securely according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. Do not staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be bind to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
Print the Tender document on both sides to save paper and for standardisation.	

It is compulsory to comply and sign below if the tenderer agrees to the requirements above

I accept and approve all of the above.

SIGNATURE OF TENDERER

CHECKLIST

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified.

PLEASE TICK BOX ON THE LEFT

- Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- Company registration forms.
- Certified copy of director/s municipal account/s.
- Registration with professional body (If applicable).
- Samples Provided (If applicable).
- All relevant sections complete and signed and all pages of tender document initialled by authorized signatory.
- Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization.
- Original or Originally Certified copy of a valid SANAS approved B-BBEE certificate or a valid B-BBEE affidavit.
- Proof for claiming points for locality as required in MBD 6.1.
- Tax-compliant status on CSD.

DECLARATION

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

Name: _____ Signature: _____

Capacity: _____

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PART A: INVITATION AND GENERAL INSTRUCTION

1. ADVERTISEMENT

<u>SALDANHABAAI MUNISIPALITEIT</u>	<u>SALDANHA BAY MUNICIPALITY</u>
<p>TENDER NOMMER: SBM 24/25/26</p> <p>TENDER BESKRYWING: VOORSIENING VAN FISIESE BEWAKINGSDIENSTE EN BAIE BELANGRIKE PERSOON (BBP) BESKERMINGSDIENSTE VIR SALDANHABAAI MUNISIPALITIET VIR DIE PERIODE 01 JULIE 2026 TOT 30 JUNIE 2029.</p> <p>Tender dokumente is beskikbaar om afgelaai te word vanaf die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik verkry word by Mev. R. Farmer, Hoofstraat 15, Beleggingsentrum, Vredenburg vanaf Maandag, 08 Junie 2026.</p> <p>Indien tender dokumente verkry word, moet 'n nie-terugbetaalbare tender deposito van R295.00 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.</p> <p>Navrae: Mnr. Nolan Lategan</p> <p>E-pos: nolan.lategan@sbm.gov.za</p> <p>Tenders moet in die tenderbus by die Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word voor 12H00 op Vrydag, 10 Julie 2026 en moet in 'n geseëde koert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.</p> <p>Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie.</p> <p>Funksionaliteit sal gebruik word as maatstaf om in aanmerking te kom vir die tender. Dit hou verband met die tenderaar se vermoë om 'n gehalte diens aan die munisipaliteit te verskaf. Die tenderaar se ondervinding en ander kriteria sal geëvalueer word. Tenderaars wat dus nie voldoen aan die kriteria nie sal dus nie oorweeg word vir verdere evaluering nie.</p> <p>'n Verpligte inligtingsessie sal plaasvind by die Munisipale Raadsaal, Hoofstraat 12, Vredenburg op Woensdag, 17 Junie 2026 stiptelik om 12H00. Geen gracie periode sal toegelaat word nie.</p> <p>Die 90/10 voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygings Beleid, R5/8-25, van 29 Mei 2025 sal in die beoordeling van hierdie tender gebruik word.</p> <p>'n Geldige inkomstebelasting uitklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet tesame met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).</p> <p>Mnr. H. Mettler MUNISIPALE BESTUURDER Saldanhabaai Munisipaliteit Privaatsak X 12 VREDENBURG 7380</p>	<p>TENDER NUMBER: SBM 24/25/26</p> <p>TENDER DESCRIPTION: PROVISION OF PHYSICAL GUARDING AND VERY IMPORTANT PERSON (VIP) PROTECTION SERVICES TO SALDANHA BAY MUNICIPALITY FOR THE PERIOD 01 JULY 2026 TO 30 JUNE 2029.</p> <p>Tender documents can be downloaded from the e-Tender publication portal at www.etenders.gov.za or alternatively can be collected from Mrs. R. Farmer, 15 Main Road, Investment Centre, Vredenburg from Monday, 08 June 2026.</p> <p>If tender documents are collected, a non-refundable tender deposit of R295.00 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.</p> <p>Enquiries: Mr. Nolan Lategan</p> <p>Email: nolan.lategan@sbm.gov.za</p> <p>Tenders must be placed in the tender box of the Investment Centre, Ground Floor, 15 Main Road, Vredenburg, before 12H00 on Friday, 10 July 2026, in a sealed envelope where on the outside is clearly marked the above-mentioned tender number and description.</p> <p>The tenders shall be opened in the public after the closing hour. Any or the lowest tender will not necessarily be accepted.</p> <p>Functionality will be evaluated as an eligibility criterion. The eligibility criteria relate to the bidder's ability to provide a quality service to the municipality. The Bidder's experience and other criteria will be evaluated. Bidders scoring less than the minimum points will not meet the eligibility criteria and will therefore not be considered for further evaluation.</p> <p>A compulsory briefing session will be held at the Municipal Council Chamber, 12 Main Road, Vredenburg on Wednesday, 17 June 2026 promptly at 12H00. No grace period will be allowed.</p> <p>The 90/10 preference point system as contained in the Preferential Procurement Policy, R5/5-25, of 29 May 2025 will be used in the adjudication of this tender</p> <p>A valid tax clearance certificate, from the South African Revenue Services, must be supplied with the tender document, and the tenderer must be tax-compliant on the Central Supplier Database (CSD).</p> <p>Mr. H. Mettler MUNICIPAL MANAGER Saldanha Bay Municipality Private Bag X 12 VREDENBURG 7380</p>

2. INSTRUCTION TO TENDERER:

2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

2.2 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 a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

2.3 Validity Period

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into Saldanha Bay Municipality's bank account payable to the Saldanha Bay Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

2.6 Completion of Tender Documents

- a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialed by the authorised signatory and returned.
- b) Tender documents may not be retyped.
- c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.

- e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.
- f) The bidder must verify regularly on E-tender and our website whether there are any addendums before submission and addendums must be submitted with the tender document.
- g) If a document is electronically completed, **NO ALTERATIONS OR AMENDMENTS** may be made to the content of the tender document. **ALTERATIONS OR AMENDMENTS** to the tender document will result in disqualification. Also note that the contract will be terminated in a case where it is detected after contract signing that the tender document was altered or amended. It thus remains the responsibility of the tenderer to ensure that the same document as was issued is submitted.

2.7 Compulsory Documentation

2.7.1 Income Tax Clearance Certificate

A valid Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Central Supplier Database and are Tax compliant. If the South African Revenue Services (SARS) cannot provide a valid Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order or their tax pin.

2.7.3 Construction Industry Development Board (CIDB)

When applicable, a copy of the bidder's registration and grading certificate with the CIDB must be included with the tender.

2.7.4 Municipal Rates, Taxes and Charges

Business account: See MBD 6.1 and call office if any clarification is required (important for claiming preference points).

Director's accounts:

- a) A copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.
- b) 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 disqualified.

2.8 Authorized Signatory

- a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended the site or information meeting on the specified date.

2.10 Samples

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

2.11 Quantities of Specific Items

If tenders are called for a specific number of items, Council 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. The process will be continued to the Municipality's satisfaction.

2.12 Submission of Tender

- a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be - placed in the tender box at the Ground Floor in the Investment Centre, 15 Main Road, Vredenburg by not later than 12H00 on the specified closing date.
- b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

2.13 Expenses Incurred in Preparation of Tender

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

2.14 Contact with Municipality after Tender Closure Date

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

2.15 Opening, Recording and Publications of Tenders Received

- a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

- b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

2.16 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.

2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the PREFERENTIAL PROCUREMENT POLICY adopted by Council on R8/5-25, of 29 May 2025, as well as the Municipality's Supply Chain Management Policy.

- a) B-BBEE
- Original or originally certified B-BBEE certificate or Affidavit.
- b) Locality
- i) Where the tenderer is the owner of the property:
- ii) The municipal account must be registered in the trading name of owner of the property, for example:
- Partnership (Lead company according to agreement).
 - Joint Venture (Lead company according to agreements and where daily operations are done).
 - Close Corporation (name of the CC).
 - Public Company "Limited or Ltd" (name of the company).
 - Private company / Proprietary company / (Pty) Ltd (name of the company).
 - Non-Profit Company "NPC" (name of the company).
 - State Owned Company "SOC" (name of the SOC).
 - In the case of a One-person business / sole propriety the account must either be in the trading name or in the owner's name.
 - In the case of a Private Company (Pty) Ltd. (small businesses') which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.
- c) Where the tenderer is not the owner of the property:
- i) Sole propriety (residential):
- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.
 - OR
 - If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
 - The owner of the property must confirm the following:

- ✓ That the sole propriety is conducting business from the said address as indicated in the bid documents.
- ✓ What are the conditions/agreement for conducting business from premises.
- ✓ For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
- ✓ The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.

NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

Note: Affidavits valid for a period of 3 months

- Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:
 - ✓ If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
 - ✓ The owner of the property must confirm the following:
 - ✓ That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.
 - ✓ What are the conditions/agreement for conducting business from premises.
 - ✓ For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.
 - ✓ The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
 - ✓ If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).
 - ✓ NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

- d) Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises:
- i) If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
 - ii) In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the

business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 2.24.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD / CIPC, if necessary.

A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS ARE NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.

2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. **The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.**

2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

2.20 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

2.21 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

2.22 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Rosaire Farmer, Tel: 022 701 6945 or email rosaire.farmer@sbm.gov.za. Enquiries regarding the specifications may be addressed to Nolan Lategan, Tel: 022 701 6858 or email at nolan.lategan@sbm.gov.za.

2.23 Submission of Invoices:

Invoices are to be either mailed or physically delivered to:

E-mail: creditors@sbm.gov.za

Physical address: Creditors Depart - 1st Floor, Beansa Building
21 Main Road
Vredenburg
7380

Where the value of an intended contract will exceed R2 300 000 (R2.3 million) it is the bidder's responsibility to be registered with the South African Revenue Services for VAT purposes in order to be able to issue tax invoices.

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered VAT vendors MUST bear the following information:

- The words "TAX INVOICE" in a prominent place;
- Name, address and VAT registration number of the supplier;
- The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;
- The Saldanha Bay Municipality VAT registration number: 41001113150;
- Unique VAT invoice number and date of issue;
- Accurate description of goods and/or services;
- Quantity or volume of goods or services supplied; and
- Price and VAT amount and percentage (%).

Failure to comply with abovementioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company

PRINT NAME

SIGNATURE

PART B: COMPULSORY RETURNABLE DOCUMENTS (SCM RELATED)

3. MBD 1: INVITATION TO TENDER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SALDANHA BAY MUNICIPALITY			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS OF BUSINESS			
STREET ADDRESS OF BUSINESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN	OR	CSD No
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT	Yes No	CONTRIBUTOR FACTOR	
[TICK APPLICABLE BOX]		(1 – 10)	
DOCUMENTS REQUIRED AS PRESCRIBED TO CLAIM PREFERENCE POINTS. IF DOCUMENTS ARE NOT PROVIDED AS REQUESTED 0 POINTS WILL BE ALLOCATED.			
ORIGINAL OR ORIGINAL CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A SANAS ACCREDITED AGENCY OR EME OR QSE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF			
MUNICIPAL ACCOUNT OR LEASE AGREEMENT IN THE NAME OF THE BUSINESS OR AN AFFIDAVIT FROM THE OWNER OF THE PROPERTY WHERE OF BUSINESS			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (Provide proof)	ARE YOU A FOREIGN BASED SUPPLIERS FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (If yes, answer 3)
CRS no	TOTAL BID PRICE (Brought forward)		R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Public Safety
CONTACT PERSON	Rosaire Farmer	CONTACT PERSON	Nolan Lategan
TELEPHONE NUMBER	022 701 6945	TELEPHONE NUMBER	022 701 6858
E-MAIL ADDRESS	rosaire.farmer@sbm.gov.za	E-MAIL ADDRESS	nolan.lategan@sbm.gov.za

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 80/20 PREFERENCE POINT SYSTEM AS CONTAINED IN THE PREFERENTIAL PROCUREMENT POLICY, R8/5-25, OF 29 MAY 2025, WILL BE USED IN THE ADJUDICATION OF THIS TENDER.

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.

THE MUNICIPALITY RESERVES THE RIGHT TO ACCEPT ALL, SOME, OR NONE OF THE BIDS SUBMITTED EITHER WHOLLY OR IN PART — AND IT IS NOT OBLIGATED TO ACCEPT THE LOWEST BID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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3.10.1.	If so, state particulars.		
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO	
3.11.1.	If so, state particulars.		
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO	
3.12.1.	If so, state particulars.		
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO	
3.13.1.	If so, furnish particulars.		
3.14.	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO	
3.14.1.	If so, furnish particulars.		
4.	Full details of directors / trustees / members / shareholders:		
COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number

CERTIFICATION			
I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
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 or 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 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 exercise control over the company.			

5. MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:			
1.	Are you by law required to prepare annual financial statements for auditing?	YES / NO	
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
1.2	If no, submit management accounts for the business.		
2.	Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES / NO	
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If yes, provide particulars.		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES / NO	
3.1	If yes, furnish particulars		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES / NO	
4.1	If yes, furnish particulars		
CERTIFICATION			
I, THE UNDERSIGNED (NAME),			
_____ i) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. ii) I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.			
SIGNATURE		DATE	
POSITION		NAME OF BIDDER	

6. MBD 6.1 (PREFERENCE POINTS CLAIM FORM)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 90/10 PREFERENCE POINT SYSTEM

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL.

1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to invitations to bid:

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

- a) Price; and
- b) Specific Goals (B-BBEE status level contribution and Locality).

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

	POINTS
PRICE	90
SPECIFIC GOALS	10 (5 B-BBEE and 5 Locality)
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

1.4.1 B-BBEE

Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.4.2 Locality

1.4.2.1. Where the tenderer is the owner of the property

The municipal account must be registered in the trading name of owner of the property, for example:

- Partnership (Lead company according to agreement).
- Joint Venture (Lead company according to agreements and where daily operations are done).
- Close Corporation (name of the CC).
- Public Company "Limited or Ltd" (name of the company).

- Private company / Proprietary company / (Pty) Ltd (name of the company).
- Non-Profit Company "NPC" (name of the company).
- State Owned Company "SOC" (name of the SOC).
- In the case of a One-person business / sole proprietor the account must either be in the trading name or in the owner's name.
- In the case of a Private Company (Pty) Ltd. (small businesses) which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.

1.4.2.2. Where the tenderer is not the owner of the property

Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.

OR

- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
 - That the sole propriety is conducting business from the said address as indicated in the bid documents.
 - What are the conditions/agreement for conducting business from premises.
 - For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
 - The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.
 - NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

Note: Affidavits valid for a period of 3 months

Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:

- If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
 - That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.
 - What are the conditions/agreement for conducting business from premises.
 - For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.
 - The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.

- If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).
- NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

1.4.2.3. Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises

- If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
- In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 9.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD, CIPC, if necessary.

A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.

1.5 The municipality 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 municipality.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive bidding process or any other method envisaged in legislation;
- (e) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **"bid for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE THE 90/10 PREFERENCE POINT SYSTEMS

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

$$90/10 \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

4.1 POINTS AWARDED FOR PRICE THE 90/10 PREFERENCE POINT SYSTEMS

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

$$90/10 \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR SPECIFIC GOALS

In terms of the Preferential Procurement policy of Council section 6(2) and 8(2), preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 and 2 below as may be supported by proof/ documentation stated in the conditions of this bid:

5.1 B-BBEE

B-BBEE Status Level of Contributor	Number of Points for Preference (90/10)
1	5
2	4.5
3	3
4	2.5
5	2
6	1.5
7	1
8	0.5
Non-compliant contributor	0

5.2 LOCALITY

Locality of supplier	Number of Points for Preference (90/10)
Within the boundaries of Saldanha Bay Municipality	5
Within the boundaries of the West Coast District	2.5
Within the boundaries of the Western Cape	1
Outside the boundaries of the Western Cape or failure to provide proof	0

6. DECLARATION

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

6.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

B-BBEE Status Level of Contribution: _____ (maximum of 5 points)

6.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2

LOCALITY: _____ (maximum of 5 points)

7. DECLARATION WITH REGARD TO COMPANY / FIRM

7.1 Name of company / firm: _____

7.2 Company registration number: _____

7.3 VAT registration number: _____

7.4 Type of company / firm:

Partnership / Joint Venture / Consortium

One-person business / sole propriety

Close Corporation

- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

7.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Street address of business:

Registered municipal account number: _____

NOTE: MUNICIPAL INFORMATION PROVIDED MUST BE ALIGNED TO PARAGRAPH 1.4 AND 5.2

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - 1.1. disqualify the person from the bidding process;
 - 1.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 1.3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - 1.4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - 1.5. forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

7. MBD 8: BIDDER'S PAST PRACTICES

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	---------------------------------	--------------------------------

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 11 Directors, a schedule with addresses must also be attached to the tender document.

Company Address:

Director 1 Address:

Mr. / Mrs _____

Director 2 Address:

Mr. / Mrs _____

Director 3 Address:

Mr. / Mrs _____

Director 4 Address:

Mr. / Mrs _____

Director 5 Address:

Mr. / Mrs _____

Director 6 Address:

Mr. / Mrs _____

Director 7 Address:

Mr. / Mrs _____

Director 8 Address:

Mr. / Mrs _____

Director 9 Address:

Mr. / Mrs _____

Director 10 Address:

Mr. / Mrs _____

Director 11 Address:

Mr. / Mrs _____

Attach page if space insufficient.

8. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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:
 1. prices;
 2. geographical area where product or service will be rendered (market allocation)
 3. methods, factors or formulas used to calculate prices;
 4. the intention or decision to submit or not to submit, a bid;
 5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. 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.

11. 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.

12. 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.

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.

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

9. CENTRAL SUPPLIER DATABASE (CSD)

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.

Enquiries can be made to Mr. V. van Wyk at 022 701 7168.

CSD registration number (if registered):

PART C: CONDITIONS OF CONTRACT

10. GENERAL CONDITIONS OF CONTRACT (GCC OF 2010)

1. Definitions

1. 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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. 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 supplies 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 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

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

3 General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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.

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 in SCC.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk.
- Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly

provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1.1. 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 in the SCC.

12. Transportation

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

13. Incidental services

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

- (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 in SCC, 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 in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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 in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

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 these contracts if not already specified in the bid.

20.1.1.1.1. 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 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 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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.

23.7 The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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 favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and

shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1.1. 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 in SCC.

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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

32. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

33. Prohibition of Restrictive practices

- 34.1 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 (or bid rigging).
- 34.2 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 the Competition Act No. 89 of 1998.
- 34.3 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.

11. SPECIAL CONDITIONS OF CONTRACT

The following clauses from the General Conditions of Contract (GCC) of National Treasury, 2010, are to be amended / removed:

Clause as per GCC	Clause as per SCC
Clauses from GCC not applicable to this tender: 1.5, 1.6, 1.9, 1.10, 1.11, 1.17, 1.18, 6, 7, 9, 11, 12, 24, 33.	
Clause 4 (Standards)	<p>Replace clause 4.1 as follows:</p> <ol style="list-style-type: none"> 1. All guarding and VIP protection services must comply with applicable legislation, including but not limited to the Private Security Industry Regulation Act (PSIRA). 2. All security personnel must be appropriately trained, registered and graded in accordance with PSIRA requirements. 3. All uniforms, equipment and communication devices utilised must be fit for purpose and compliant with applicable standards.

	<p>4. The service provider must ensure that all personnel are medically fit and capable of performing their duties.</p>
Clause 8 (Inspections, tests and analyses)	<p>Replace Clause 8 as follows:</p> <ol style="list-style-type: none"> 1. The Municipality reserves the right to monitor, inspect and audit service delivery at any site at any time during the contract period. 2. This includes inspection of personnel deployment, attendance registers, patrol activities, occurrence books and incident reports. 3. The Municipality may conduct audits on response times, service performance and compliance with site instructions. 4. Any non-compliance must be rectified by the service provider within a reasonable timeframe determined by the Municipality. 5. These provisions shall not prejudice the Municipality's right to terminate the contract in terms of Clause 23 of the GCC.
Clause 10 (Delivery and documents)	<p>Replace clause 10 as follows:</p> <ol style="list-style-type: none"> 1. Security services shall be rendered at municipal sites as determined by the Municipality. 2. The service provider must ensure continuous service delivery in accordance with agreed deployment schedules. 3. The service provider must maintain proper records, including attendance registers, occurrence books and incident reports. 4. All records must be made available to the Municipality upon request.
Clause 11 (Insurance)	<p>Replace clause 11 as follows:</p> <ol style="list-style-type: none"> 1. The service provider shall obtain and maintain appropriate insurance cover for the duration of the contract. 2. Such insurance shall include, but not be limited to, public liability insurance and employer's liability. 3. Proof of insurance must be submitted to the Municipality upon request.
Clause 13 & 14 (Incidental services / obligations)	<p>Replace clauses 13 and 14 as follows:</p> <ol style="list-style-type: none"> 1. The service provider shall be responsible for providing all personnel, supervision, equipment, uniforms, communication devices and transport required for service delivery.

	<p>2. The service provider must ensure proper supervision and discipline of all deployed personnel.</p> <p>3. All personnel must comply with site-specific instructions issued by the Municipality.</p> <p>4. The service provider shall ensure continuous and uninterrupted service delivery for the duration of the contract.</p>
<p>Clause 17 (Prices)</p>	<p>Replace Clause 17 as follows:</p> <p>1. Tenderers are required to quote firm prices for the full duration of the contract period from 01 July 2026 to 30 June 2029.</p> <p>2. Pricing must include a fixed annual escalation for Year 2 and Year 3, which must be clearly indicated in the pricing schedule.</p> <p>3. The escalation percentages provided at tender stage shall be fixed and will not be subject to further negotiation or adjustment during the contract period.</p> <p>4. All pricing must take into account any applicable sectoral determinations, including minimum wage adjustments within the security industry.</p> <p>5. Pricing must include all costs associated with personnel, supervision, uniforms, equipment, statutory compliance and all operational requirements necessary to fulfil the contract.</p> <p>6. The Municipality will not entertain any additional claims for cost increases outside of the agreed escalation provided in the tender submission.</p>
<p>Clause 22 (Penalties)</p>	<p>Amend Clause 22 as follow: Penalties will be applied in accordance with the SLA.</p>

11.1 Contract Management

The following Special Conditions of Contract shall apply to this Tender and shall, where applicable, supersede or supplement the General Conditions of Contract (GCC).

1. PSIRA Registration

- The bidder must be registered with the Private Security Industry Regulatory Authority (PSIRA) in terms of Section 21 of the Private Security Industry Regulation Act, No. 56 of 2001.
- Failure to comply with this requirement shall render the bid non-responsive.
- A valid, certified copy of the company's PSIRA registration certificate must be submitted with the bid.
- Certification must be recent and compliant with municipal SCM requirements.

2. Directors' PSIRA Certification

- All directors of the bidding company must be in possession of valid PSIRA Grade A or Grade B registration certificates.
- Certified copies of such certificates must be attached to the bid.

3. Control Room/ Office Requirements

- The bidder must have access to a fully operational control room, staffed on a 24-hour basis (7 days per week), capable of monitoring and supporting the services required under this contract.
- The bidder must have premises situated within the Saldanha Bay Municipal area, zoned for business purposes within one (1) month after signing of the contract.
- The bidder must demonstrate the capacity to establish and operate a control room and/or office. Failure to establish such facilities within the prescribed timeframe shall constitute breach of contract.
- Such premises must be open for inspection by Saldanha Bay Municipality at any other time during the contract period, as determined by the Municipality.
- Failure to comply will result in contract termination.

4. UIF Compliance

- A valid, certified copy of a UIF Compliance Certificate or Letter of Good Standing must be attached to the bid.
- Non-compliance will result in disqualification.

5. PSIRA Letter of Good Standing

- The bidder must submit a certified copy of a PSIRA Letter of Good Standing, confirming that the bidding company is fully compliant and in good standing with PSIRA at the time of bid submission.

6. Itemised Tender Evaluation

- This Tender is an itemised tender, and partial completion of items will result in disqualification for those items.

7. Pricing Structure

- Pricing must be submitted in accordance with the PSIRA Illustrative Contract Pricing Structure applicable to the current financial year.
- Non-compliant pricing submissions will result in disqualification.

8. Liability Insurance

- The bidder must be in possession of valid Liability Insurance suitable for the services required under this contract. A copy of the insurance policy or a confirmation letter from the insurance company must be attached to the bid.

9. Service Level Agreement

- The successful bidder shall be required to enter into a Service Level Agreement (SLA) and formal Contract with Saldanha Bay Municipality.
- Failure to sign the SLA and Contract within the timeframe prescribed by the Municipality will result in cancellation of the award.

10. General

- Compliance with these Special Conditions of Contract is mandatory.
- Failure to meet any of the above requirements may result in the bid being declared non-responsive or may lead to termination of the contract after award.

12. AUTHORITY TO SIGN BID

TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)

Company (Pty) Ltd. & Ltd.	Please complete section 1 below	
Close Corporation (CC)	Please complete section 2 below	
Sole Proprietor	Please complete section 3 below	
Partnership	Please complete section 4 below	
Consortium, Club, Trust, etc.	Please complete section 5 below	
Joint Venture	Please complete section 6 below	

1. COMPANIES - (PTY) LTD. & LTD.

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY

Date resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated authorised signatory	
Capacity	
Specimen signature	
Full name and surname of ALL director(s)	

Is a copy of the resolution attached?	YES		NO	
SIGNED ON BEHALF OF COMPANY / CC:		DATE:		
PRINT NAME:				
WITNESS 1:		WITNESS 2:		
<p>2. CLOSE CORPORATION (CC)</p> <p>2.1. In the case of a CLOSE CORPORATION (CC) submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.</p> <p>2.2. A valid resolution must be signed by:</p> <p style="margin-left: 20px;">2.2.1. Majority members; or</p> <p style="margin-left: 20px;">2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or</p> <p style="margin-left: 20px;">2.2.3. Company Secretary.</p>				
PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION				
Date resolution was taken				
Resolution signed by (name and surname)				
Capacity				
Name and surname of delegated authorised signatory				
Capacity				
Specimen signature				
Full name and surname of ALL director(s) / member (s)				
Is a copy of the resolution attached?	YES		NO	

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON

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

OR

I, _____, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. PARTNERSHIP

We, the undersigned partners in the business trading as

_____ hereby authorize Mr / Ms _____

to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

5. CONSORTIUM / CLUB / TRUST / ETC.

We, the undersigned consortium partners, hereby authorize _____

(Name of entity) to act as lead consortium partner and further authorize

Mr / Ms _____

to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and must be signed by each member:			
Full Name of consortium member	Role of consortium member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

6. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms _____ authorized signatory of the Company / Close Corporation / Partnership (name) _____, acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

2. 2nd PARTNER

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. 3rd PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. 4th PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

13. CONTRACT FORM: PURCHASE OF GOODS/WORKS/SERVICES (MBD7)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS. NOTE: THIS FORM WILL ONLY BE SIGNED BY THE PURCHASER AFTER AWARD AND APPEAL/S HAVE BEEN DEALT WITH.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works or to render services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number **SBM 24/25/26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Technical Specification(s)
 - Preference claims in terms of the Preferential Procurement Policy adopted by Council, R8/5-25 of 29 May 2025;
 - Declaration of interest;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:	

PURCHASE OF GOODS/WORKS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as
accept your bid under reference number **SBM 24/25/26** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note (goods or works) or after receipt of an invoice (services).

TO BE COMPLETED: GOODS / WORKS

ITEM NO.	PRICE (VAT INCL)	BRAND	DELIVERY PERIOD	POINTS CLAIMED FOR HDI'S (B-BBEE)	POINTS CLAIMED FOR RDP GOALS (Locality)

OR

TO BE COMPLETED: SERVICES

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	POINTS CLAIMED FOR HDI'S (B-BBEE)	POINTS CLAIMED FOR RDP GOALS (Locality)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

WITNESSES	
1.
2.
DATE

PART D: SPECIFICATIONS

14. SPECIFICATIONS

14.1 General Requirements

Only established, reputable companies with a verifiable history in the provision of security guarding services of scale should bid.

The core business of the company must be the provision of Security Services including Protection Services. Proof of registration must be submitted with the tender together with documentary proof of grading of the Security Guards included in this bid.

The bidder must be registered with the Private Security Industry Regulatory Authority (PSIRA). A certified copy of the registration document must be included in the tender documents. Bidders who are not registered with PSIRA will be found non-responsive.

The bidder's premises must be zoned for business and be open for inspection by Saldanha Bay Municipality prior to award, and at any time during the contract period.

The Service Provider must commence duties within thirty (30) calendar days after signing of the contract.

Administrative staff must be available to attend to queries within eight (8) hours.

The Service Provider must ensure that all security personnel are screened by the South African Police Service and provide proof upon request.

14.2 Bidder / Security Company Requirements

The bidder must comply with the following requirements:

- The bidder must be registered with the Private Security Industry Regulatory Authority (PSIRA). A certified copy of the registration certificate must be submitted with the tender. Bidders who are not registered will be deemed non-responsive.
- The bidder's premises must be zoned for business and be open for inspection by the Saldanha Bay Municipality prior to award and at any time during the contract period.
- Administrative staff must be available to attend to queries within eight (8) hours.
- The Service Provider must ensure that all security officers are screened by the South African Police Service at the cost of the Service Provider and produce proof upon request.
- The Service Provider must commence duties within thirty (30) calendar days after signing of the contract.
- The Service Provider must maintain proper records of all personnel deployed under this contract, which must be available for inspection by the Municipality at any time.
- The Service Provider must establish a direct communication line between the Municipality and the service provider's control room.
- Monthly meetings must be held between the Service Provider and Saldanha Bay Municipality, and minutes of such meetings must be recorded.
- The Service Provider must develop and submit site-specific Standard Operating Procedures (SOPs)

for approval by the Municipality, based on risk assessments conducted after contract award.

- All V.I.P. Protectors provided with firearms must be in possession of valid firearm competency certificates, which must be submitted with the tender.

14.3 Pricing and Costing Requirements

Prices must be quoted in South African Rand and be exclusive of VAT. VAT must be added to invoices.

Tenderers must take into account the applicable wage determination agreement for the Private Security Sector, including any updated legislation.

Tenderers must ensure compliance with all legislation impacting employment conditions and remuneration of security personnel.

Pricing must include all applicable allowances, including but not limited to:

- Sunday and public holiday premiums
- Leave provision
- Sick pay
- Night shift allowance
- Firearm allowance
- Bonuses
- Relief officers
- Transport of personnel and equipment
- Management and supervision
- Uniforms and protective clothing
- Communication equipment
- Training
- Profit and overheads
- All applicable taxes, duties and levies

Overtime within 12-hour shifts must be included in the rates. Where security officers are required to work beyond 12 hours, hourly rates shall apply for the excess.

Any additional costs not specified must be submitted in writing and approved prior to being incurred.

Tenderers must include all statutory increases (including wage determinations) in their pricing. No additional increases outside of the agreed pricing structure will be considered.

All services / items will be ordered as and when required by the Municipality.

14.4 Scope of Services

Saldanha Bay Municipality provides municipal services across the following towns:

- Hopefield
- St Helena Bay
- Paternoster
- Vredenburg
- Saldanha Bay / Jacobsbaai
- Langebaan

Security services are required to protect municipal officials, employees, members of the public and municipal assets.

Service Categories include:

- Office Buildings
- Outside Buildings
- Depots
- Sports Grounds and Municipal Nursery
- Resorts
- Landfill Sites
- Wastewater Treatment Sites
- Libraries
- Control Room Facilities

Additional services include:

- V.I.P. protection services for Councillors and designated officials
- Ad-hoc security services as required

14.5 Security Service Requirements

The Service Provider shall provide:

- Patrolling of municipal premises
- Access control of persons and vehicles
- Escorting of personnel and members of the public when required
- Screening and scanning of persons and vehicles
- Asset monitoring and protection
- Crime prevention on and near municipal property
- Control room monitoring and communication with site patrols
- Incident response in accordance with defined protocols
- Compilation and submission of incident reports

All services must be rendered in accordance with SBM Standard Operating Procedures (SOPs), to be finalised prior to contract commencement.

The appointed Service Provider shall provide trained and competent security personnel and auxiliary services, which shall include, but not be limited to:

- Patrolling of municipal premises
- Access control of persons and vehicles
- Escorting of personnel and members of the public when required
- Screening and scanning of persons and vehicles
- Asset monitoring and protection
- Crime prevention on and near municipal property
- Control room monitoring and communication with site patrols
- Incident response in accordance with defined protocols
- Compilation and submission of incident reports

All services shall be rendered in accordance with the Service Provider's **Standard Operating Procedures (SOPs)**, which must be developed for each site based on a **site-specific risk assessment** conducted by the Service Provider after signing of the contract. These SOPs must be submitted to the Saldanha Bay Municipality for review and approval prior to implementation. Such SOPs may be amended from time to time, subject to the approval of the Municipality.

14.6 Access Control and Legal Compliance

The Service Provider shall ensure strict compliance with all applicable legislation, including but not limited to:

- Control of Access to Public Premises and Vehicles Act, 1985 (Sections 2, 3 and 4)
- Criminal Procedure Act 51 of 1977 (as amended)
- Constitution of the Republic of South Africa (Section 13)
- Firearms Control Act 60 of 2000
- Private Security Industry Regulation Act 56 of 2001
- Protection of Information Act 84 of 1982
- Trespass Act 6 of 1959
- Occupational Health and Safety Act 85 of 1993
- National Key Points Act 102 of 1980

The purpose of access control is to:

- Prevent unauthorised access
- Prohibit the entry of dangerous objects
- Safeguard persons, vehicles and municipal property

All access control measures must be implemented in accordance with applicable legislation and site-specific requirements issued by the Municipality.

14.7 Control Room and Incident Management

The Service Provider shall provide:

- Continuous control room monitoring of guard communications
- Immediate response to incidents
- Coordination with SAPS and other law enforcement agencies
- Centralised incident record keeping
- Incident reporting to SBM

14.8 V.I.P. Protection Services

Services will be provided on an "as and when required" basis.

Requirements include:

- Deployment within two (2) hours of request
- Dedicated 24/7 contact point
- Professional, discreet and confidential service

Personnel:

- Must be PSIRA registered
- Must have valid firearm competency (where applicable)
- Must maintain professionalism and confidentiality

Equipment:

- Firearm (9mm pistol where applicable)
- Spare magazines
- Expandable baton (subject to legal authorisation)

Vehicles:

- Roadworthy and reliable
- Equipped with communication systems
- GPS tracking and dashcams
- Tinted windows and secure storage compartments

14.9 Personnel Requirements

The Service Provider shall ensure:

- All security officers are minimum Grade C
- All personnel are PSIRA registered
- No personnel under the age of 18
- Personnel have no criminal record
- Personnel can communicate in at least two official languages (Afrikaans, English, Xhosa)
- A minimum of 129 guards are available (excluding relief and control room staff)
- A supervisor is available 24/7
- At least one operational manager is appointed
- All personnel are trained in SBM requirements and SOPs

14.10 Equipment Requirements

Each security officer shall be issued with:

- Baton
- Handcuffs
- Pocketbook and pen
- Torch (night shifts)
- Two-way radio and charger
- Metal detectors (where required)
- Patrol tags

Standard equipment includes:

- Flashlights for night use
- Rain gear for winter conditions

14.11 Deployment Requirements

- 24-hour guarding services required
- 12-hour shift system applicable
- Relief staff must be included in pricing
- Guards must be replaced within one (1) hour if absent

14.12 Ad-Hoc Security Services

The Service Provider shall provide:

- Temporary guarding
- Emergency deployments
- Event security
- After-hours, weekend and public holiday services

14.13 Documentation and Record Keeping

The Service Provider must provide and maintain:

- Occurrence Books (OB)
- Vehicle Logbooks
- Visitor Control Registers
- Pocketbooks for all officers

Pocketbooks must include:

- Officer name and number
- Emergency contact numbers
- Control room details

All records must be available for inspection.

14.14 Obligations of the Service Provider

The Service Provider shall provide:

- All labour
- Uniforms
- Transport
- Equipment
- Communication systems
- Operational resources

The Service Provider must:

- Maintain proper records
- Provide SOPs per site
- Attend monthly meetings with SBM

14.15 Penalties and Contract Enforcement

Failure to comply will result in:

- Written warnings
- Termination after repeated non-compliance

Additional conditions:

- Guards must be replaced within one hour
- No payment for non-PSIRA registered guards
- Under-grading results in financial recovery
- Contractor liable for losses due to negligence

14.16 Uniforms and Conduct

- Uniforms must be neat and identifiable
- PSIRA ID cards must be worn at all times
- Personnel must maintain professional conduct

14.17 Public Liability Insurance

- Proof of Public Liability Insurance of at least **R10 000 000** must be submitted with the tender.

15. MANDATORY REQUIREMENTS

16.1 Bidders that do not comply with the mandatory requirements will be disqualified and will not be considered for further evaluation. **Please mark with X to indicate if bidder comply or not comply.**

	Comply	Not comply
15.1.1 <u>Registration with PSIRA</u>		
The bidder must be registered with the Private Security Industries Regulatory Authority (PSIRA). A certified copy of the registration documents should be included in tender documents.		

	Comply	Not comply
15.1.2 <u>Control Room</u>		
The bidders must have a Control Room to service this contract, which is operated by staff full-time (24 hours a day, 7 days a week). The bidders must have the capacity to open a control room / office within the Saldanha Bay Municipal area within 1 month after contract has been signed as specified in the Terms of Reference.		

15.1.3 Contingency Plan	Comply	Not comply
The bidder must have a contingency plan, in writing, for rapid deployment of standby staff in the case of and emergency onsite. Attach plan with bid.		

15.1.4 Administrative Staff	Comply	Not comply
Administrative staff must be available to attend to enquiries and incidents during the day.		

15.1.5 PSIRA Registration	Comply	Not comply
The bidder must ensure that all Security Officers are qualified to a Grade C. All security officers must be registered with PSIRA and proof of registration must be made available when appointed. All Security Officers must be able to communicate in two of the official languages in terms of the Municipality's language policy (Afrikaans, English and \ Xhosa).		

16. Technical Evaluation Criteria and Weighting

16.1 Technical Evaluation

The following criteria and the weighting will be applicable:

	CRITERIA	WEIGHT
16.1.1	Experience of Project Manager	30%
16.1.2	Experience of company (References)	40%
16.1.3	Capacity to fulfil the demands of the contract	25%
16.1.4	Security Guard Training and Ongoing Assessment	5%
TOTAL		100%

Only bidders that receive 80 % or more will proceed to the further evaluation.

Functionality criteria are further divided as follows and points will be awarded as indicated below:

16.2 Criterion 1: Experience of Project Manager

A maximum of 30 points will be awarded based on the information provided and will be split as follows:

Description	Maximum points
0 – up to 3 years relevant experience as a Project Manager in rendering security services	5 points
More than 3 years – up to 5 years relevant experience as a Project Manager in rendering security services	10 points
More than 5 years – up to 10 years relevant experience as a Project Manager in rendering security services	20 points
More than 10 years relevant experience as a Project Manager in rendering security services	30 points

In order to claim points for the above, bidders must submit a detailed curriculum vitae of the Project Manager in rendering security services.

16.3 Criterion 2: Experience of company (References)

16.3.1 In order to claim points, bidders must complete the Table below and submit the corresponding reference letters from the listed organisations together with the completed tender document. Only the references indicated in the table below, will be used for evaluation.

16.3.2 If the references are unable to provide information on past performance regarding security services, no points will be awarded for that particular reference.

16.3.3 A maximum of eight points will be awarded per reference (up to a maximum of 5 references).

16.4 CONTACT INFORMATION OF ORGANISATIONS FROM WHICH REFERENCE LETTERS HAVE BEEN OBTAINED:

FOR ASSESSMENT ONLY

Name of Organisation	Contact Person	Telephone Number	Email Address	Support Letter	Points
1				Y/N	8
2				Y/N	8
3				Y/N	8
4				Y/N	8
5				Y/N	8
Total					40

16.5 Criterion 3: Capacity to fulfil the demands of the contract

FOR ASSESSMENT ONLY

Indicator (Bidder to indicate with an X from 1 -5)	Points for evaluation purposes
16.5.1 Company Annual Turnover (Recent financial statements must be submitted)	
R1m – R10m 1	
R10m – R15m 2	
R15m – R20 3	
R20m- R30m 4	
R30m-R50m 5	

16.5.2 Current Total Workforce (Updated PSIRA Letter of Good Standing to be submitted)					
<50	0				
50-100	1				
100-200	2				
200-300	3				
300-400	4				
>401	5				
16.5.3 Ability to set up office / control room in new areas identified in Municipal area and in other areas, please indicate below current offices in operation.					
City / Town with Offices	Contact No.	Points			
1.		1			
2.		2			
3.		3			
4.		4			
5.		5			
16.5.4 Capacity to recruit in a new area					
How many staff is there in your Human Resource Department? (Submit Organogram)					
0-4	5-10	>10			
1	3	5			
16.5.5 Capacity to transport staff to and from sites.					
How many vehicles does the company currently own/hire specifically for transporting staff as per tender? (Submit vehicle registration documents in the company name or lease agreements)					
0	2	4	6	8	>10
0	1	2	3	4	5
Total					

16.6 Criterion 4: Security Guard Training and Ongoing Assessment

16.6.1 The South African private security sector is governed by the Private Security Regulation Act, which states that all guarding security officers must be registered (by PSIRA) before they may be employed. Security guards are graded according to their qualifications, experience and training.

16.6.2 The Service Provider shall submit basic training programs in this tender. At the commencement of the contract, the service provider shall submit training programmes to the Saldanha Bay Municipality. In the case where the municipality are not satisfied with the training programmes the service provider shall amend such programmes to the satisfaction of the municipality.

16.6.3 In the event where the municipality feels unsatisfied with the performance of the security official on site, the municipality may order the service provider to withdraw the security official from the site.

16.6.4 One point will be awarded to a Bidders answer to the questions below:

16.6.5 Bidders are required to describe in detail how their Grade C officers are:

16.6.5.1 Trained in the Theoretical subjects listed above

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16.6.5.3 Trained regarding Pre-assignment and Site Orientation

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16.6.5.4 Provided with on the job, facility specific and industry specific training

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16.6.5.5 Provided with annual retraining and recertification

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 16.6.5.6 Have their on-the-job success in understanding and implementing the theoretical training assessed

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TRAINING ITEM	POINTS
1. Theoretical	/1
2. Pre-assignment and Site orientation	/1
3. Facility and Industry Specific Training	/1
4. Retraining and Reassessment	/1
5. On the job assessment	/1
TOTAL	/5

17. PRICING SCHEDULE

IT IS COMPULSORY TO COMPLETE THE PRICING SCHEDULE INCLUDED IN THIS DOCUMENT. NO LETTER HEAD OR ALTERNATIVE PRICE SCHEDULE WILL BE ACCEPTED.

- It is compulsory to complete all line items of the pricing schedule tendered for. No line items must be left blank. Line items where the cost is included in the tender price, must be indicated as "included". Line items provided free of charge must be indicated with "R0.00". If these pricing instructions are not adhered to, the tender will be found non-responsive.
- It is compulsory to comply to all the minimum specifications.
- The tender will be evaluated per item.
- It is compulsory to add all prices to determine the total. Individual prices will not be added by the municipality. No price corrections will be accepted after tender closure.
- It is compulsory that pricing reflect on all individual line items. No blocks must be left blank.

PRICING SCHEDULE

A. PRICING SCHEDULE: SITES

1. Monthly Payment Methodology

This Tender requires an Annual Total Price for each year.

a) The Monthly Standardized Invoice

The Annual Total Tender price should be divided by 12 in order for the Bidder to reflect an equal monthly Invoice amount for each contract year.

A reduced number of guard days will be reflected as Municipality Credits and accompanied by a Municipal Memo, stating the reasons for the credits and issued in the same month as the issued Contract Deviation Invoice. (See *Terms of Reference, paragraph 6 (page 9) re. Penalties; and the Note at the end of this Section re: SBM rights to increase or decrease the number of guards (page 15)*)

Contract Deviation Credits will be added (when they are Service provider Credits) and/or subtracted (as Municipality Credits) from the amount reflected in the Monthly Standardized Invoice.

A Monthly Statement from the Service Provider will reflect the above as follows:

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

2. Formulae for Average Weekdays and Weekend-days per month

Average No. Weekdays per month = **21, 75 days per month** (x 12 months = 171 days/year)

Average No. of Saturdays per month = **4, 33 Saturdays/ month** (x 12 months = 52 days/year)

Average No. of Sundays per month = **4, 33 Sundays/ month** (x 12 months = 52 days/year)

Total **= 365 days/year**

NB: The Saldanha Bay Municipality retains the Right to Change (i.e. Increase or Decrease) the Number of Guards from time to time

PRICE SCHEDULE (MONETARY VALUE)

ITEM 1: TOWN BASED OFFICE BUILDINGS

TOWN BASED OFFICE BUILDINGS						
NAME OF SITE	GUARD PER SHIFT	DAYS OF WEEK	GRADE	TYPE SHIFT	UNIT PRICE (EXCL. VAT) (Rate per guard per day)	TOTAL PRICE PER MONTH (Rate per guard per day x 30,41 days)
Steyn House	1 x (M) day shift	Monday – Sunday	C	06h00 - 18h00	R	R
Investment Centre	1 (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
Vredenburg finance	1 x (M) Day shift	Monday – Sunday	C	06h00 - 18h00	R	R
Vredenburg Administration	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
Beansa Building	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
Louwville Pay Point	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R

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Saldanha Pay Point	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
Diazville Pay Point	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
Diazville town Engineer	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
Municipal Court	1 x (M) and 1 x (F) Day shift	Monday - Sunday	A	06h00 - 18h00	R	R
	2 x (M) Night Shift		C	18h00 – 06h00	R	R

SITE CATEGORY FOR buildings	DAY	NIGHT
A. TOWN BASED OFFICE BUILDINGS	10	3
TOTAL	13	

SITE CATEGORY	PRICE/MONTH (R)	PRICE/YEAR (R) x 12 Months
TOWN BASED OFFICE BUILDINGS		

B Tender price year 1

TOTAL ANNUAL TENDER PRICE: Year 1 (01 July 2017 to 30 June 2027)	
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TENDER: SBM 24/25/26

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C Tender price year 2

	Escalation %	Escalation Amt (R)	Price Year 2
TOTAL ANNUAL TENDER PRICE: Year 2 (01 July 2027 to 30 June 2028)			

d Tender price year 3

	Escalation %	Escalation Amt (R)	Price Year 3
TOTAL ANNUAL TENDER PRICE: Year 3 (01 July 2028 to 30 June 2029)			

e TOTAL TENDER

TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (EXCLUDING VAT)	
VAT 15%	
TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (INCLUDING VAT)	

ITEM 2: COMMUNITY SERVICES CENTRES

COMMUNITY SERVICES CENTRES						
NAME OF SITE	GUARD PER SHIFT	DAYS OF WEEK	GRADE	TYPE SHIFT	UNIT PRICE (EXCL. VAT) (Rate per guard per day)	TOTAL PRICE PER MONTH (Rate per guard per day x 30,41 days)
Louwville Civic	1 x (M) night shift	Monday – Sunday	C	18h00 - 06h00	R	R
Splash Pool	1 x (M) Night shift	Monday – Sunday	C	18h00 - 06h00	R	R
Animal Pound	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday	C	18h00 - 06h00	R	R
Tierkloof House	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
MPC	1 x (F) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	2 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
Diazville Civic/ Fire Station	2 x Day (M) & 1 (F)	Monday - Sunday	C	06h00 - 18h00	R	R
	3 x (M) Night shift	Monday – Sunday		18h00 - 06h00		

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Laingville Civic	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 - 06h00		

SITE CATEGORY FOR COMMUNITY SERVICES CENTRES	DAY	NIGHT
COMMUNITY SERVICES CENTRES	6	10
TOTAL	16	

SITE CATEGORY	PRICE/MONTH (R)	PRICE/YEAR (R) x 12 Months
COMMUNITY SERVICES CENTRES		

B Tender price year 1

TOTAL ANNUAL TENDER PRICE: YEAR 1 (01 JULY 2017 TO 30 JUNE 2027)	
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C Tender price year 2

	Escalation %	Escalation Amt (R)	Price Year 2
TOTAL ANNUAL TENDER PRICE: Year 2 (01 JULY 2027 TO 30 JUNE 2028)			

d Tender price year 3

TENDER: SBM 24/25/26

	Escalation %	Escalation Amt (R)	Price Year 3
TOTAL ANNUAL TENDER PRICE: Year 3 (12 months). (01 JULY 2028 TO 30 JUNE 2029)			
TOTAL ANNUAL TENDER PRICE: Year 3			

e TOTAL TENDER

TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (EXCLUDING VAT)	
VAT 15%	
TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (INCLUDING VAT)	

ITEM 3: DEPOTS

DEPOTS						
NAME OF SITE	GUARD PER SHIFT	DAYS OF WEEK	GRADE	TYPE SHIFT	UNIT PRICE (EXCL. VAT) (Rate per guard per day)	TOTAL PRICE PER MONTH (Rate per guard per day x 30,41 days)
Hopefield	1 x (M) Day shift	Monday - Sunday	C	06h00 -18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 -06h00	R	R
St. Helena Bay	1 x (M) Day shift	Monday - Sunday	C	06h00 -18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 -06h00	R	R
Vredenburg	2 x Day 1 (M) 1 (F)	Monday - Sunday	C	06h00 -18h00	R	R
	2 x (M) Night shift	Monday – Sunday		18h00 -06h00	R	R
Kalkrug	1 x (M) Day shift	Monday - Sunday	C	06h00 -18h00	R	R
	2 x (M) Night shift	Monday – Sunday		18h00 -06h00	R	R
Langebaan	1 x (M) Night shift	Monday - Sunday	C	18h00 -06h00	R	R

SITE CATEGORY FOR offices	DAY	NIGHT
Depots	5	7
TOTAL	12	

TENDER: SBM 24/25/26

SITE CATEGORY	PRICE/MONTH (R)	PRICE/YEAR (R) x 12 Months
DEPOTS		

B Tender price year 1

TOTAL ANNUAL TENDER PRICE: YEAR 1 (01 JULY 2017 TO 30 JUNE 2027)	
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C Tender price year 2

	Escalation %	Escalation Amt (R)	Price Year 2
TOTAL ANNUAL TENDER PRICE: Year 2 (01 JULY 2027 TO 30 JUNE 2028)			

d Tender price year 3

	Escalation %	Escalation Amt (R)	Price Year 3
TOTAL ANNUAL TENDER PRICE: Year 3 (12 months). (01 JULY 2028 TO 30 JUNE 2029)			
TOTAL ANNUAL TENDER PRICE: Year 3			

e TOTAL TENDER

TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (EXCLUDING VAT)	
VAT 15%	
TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (INCLUDING VAT)	

ITEM 4: SPORTS GROUNDS / NURSERY

SPORTS GROUNDS / NURSERY						
NAME OF SITE	GUARD PER SHIFT	DAYS OF WEEK	GRADE	TYPE SHIFT	UNIT PRICE (EXCL. VAT) (Rate per guard per day)	TOTAL PRICE PER MONTH (Rate per guard per day x 30,41 days)
Louville	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
Vredenburg	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
Saldanha	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
Nursery	1 x (M) Night shift	Monday - Sunday	C	18h00 - 06h00	R	R

SITE CATEGORY FOR Sports grounds / NURSERY	DAY	NIGHT
Sports grounds / NURSERY	3	4
TOTAL	7	

SITE CATEGORY	PRICE/MONTH (R)	PRICE/YEAR (R) x12 Months
SPORTS GROUNDS / NURSERY		

B Tender price year 1

TOTAL ANNUAL TENDER PRICE: YEAR 1 (01 JULY 2017 TO 30 JUNE 2027)	
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C Tender price year 2

	Escalation %	Escalation Amt (R)	Price Year 2
TOTAL ANNUAL TENDER PRICE: Year 2 (01 JULY 2027 TO 30 JUNE 2028)			

d Tender price year 3

	Escalation %	Escalation Amt (R)	Price Year 3
TOTAL ANNUAL TENDER PRICE: Year 3 (12 months). (01 JULY 2028 TO 30 JUNE 2029)			

TENDER: SBM 24/25/26

TOTAL ANNUAL TENDER PRICE: Year 3		
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e TOTAL TENDER

TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (EXCLUDING VAT)	
VAT 15%	
TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (INCLUDING VAT)	

ITEM 5: RESORTS

RESORTS						
NAME OF SITE	GUARD PER SHIFT	DAYS OF WEEK	GRADE	TYPE SHIFT	UNIT PRICE (EXCL. VAT) (Rate per guard per day)	TOTAL PRICE PER MONTH (Rate per guard per day x 30,41 days)
Laingville	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
Tieties Bay	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
Saldanha	2 x Day (M)	Monday - Sunday	C	06h00 - 18h00	R	R
	4 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
Tabak Bay	2 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	3 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
Tabak Bay Day Camp	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
Tabak Bay Swimming Pool	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R

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Leentjiesklip Resort	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	3 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
Sea Breeze	1 x (F) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
Oostewal Resort	1 x (F) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
Oostewal Caravan Park	1 x (F) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R

SITE CATEGORY FOR RESORTS	DAY	NIGHT
resorts	11	17
TOTAL	28	

SITE CATEGORY	PRICE/MONTH (R)	PRICE/YEAR (R) x 12 Months
RESORTS		

TENDER: SBM 24/25/26

B Tender price year 1

TOTAL ANNUAL TENDER PRICE: YEAR 1 (01 JULY 2017 TO 30 JUNE 2027)	
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C Tender price year 2

	Escalation %	Escalation Amt (R)	Price Year 2
TOTAL ANNUAL TENDER PRICE: Year 2 (01 JULY 2027 TO 30 JUNE 2028)			

d Tender price year 3

	Escalation %	Escalation Amt (R)	Price Year 3
TOTAL ANNUAL TENDER PRICE: Year 3 (12 months). (01 JULY 2028 TO 30 JUNE 2029)			
TOTAL ANNUAL TENDER PRICE: Year 3			

e TOTAL TENDER

TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (EXCLUDING VAT)	
VAT 15%	
TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (INCLUDING VAT)	

ITEM 6: LANDFILL SITES

LANDFILL SITES						
NAME OF SITE	GUARD PER SHIFT	DAYS OF WEEK	GRADE	TYPE SHIFT	UNIT PRICE (EXCL. VAT) (Rate per guard per day)	TOTAL PRICE PER MONTH (Rate per guard per day x 30,41 days)
Vredenburg	1 x (M) Day shift	Monday - Sunday	C	06h00 -18h00 18h00 -06h00	R	R
	2 x (M) Night shift	Monday – Sunday			R	R
Hopefield	1 x (M) Day shift	Monday - Sunday	C	06h00 -18h00	R	R
Diazville (Tabak Bay)	1 x (M) Day shift	Monday - Sunday	C	06h00 -18h00 18h00 -06h00	R	R
	1 x (M) Night shift	Monday – Sunday			R	R
Langebaan	1 x (M) Night shift	Monday - Sunday	C	18h00 -06h00	R	R
St. Helena Bay	1 x (M) Day shift	Monday - Sunday	C	06h00 -18h00	R	R
Laingville	1 x (M) Day shift	Monday - Sunday	C	06h00 -18h00	R	R

SITE CATEGORY FOR LANDFILL SITES	DAY	NIGHT
Landfill sites	5	4
TOTAL	9	

SITE CATEGORY	PRICE/MONTH	PRICE/YEAR

TENDER: SBM 24/25/26

	(R)	(R) x 12 Months
Landfill sites		

B Tender price year 1

TOTAL ANNUAL TENDER PRICE: YEAR 1 (01 JULY 2017 TO 30 JUNE 2027)	
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C Tender price year 2

	Escalation %	Escalation Amt (R)	Price Year 2
TOTAL ANNUAL TENDER PRICE: Year 2 (01 JULY 2027 TO 30 JUNE 2028)			

d Tender price year 3

	Escalation %	Escalation Amt (R)	Price Year 3
TOTAL ANNUAL TENDER PRICE: Year 3 (12 months). (01 JULY 2028 TO 30 JUNE 2029)			
TOTAL ANNUAL TENDER PRICE: Year 3			

e TOTAL TENDER

TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (EXCLUDING VAT)	
VAT 15%	

TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (INCLUDING VAT)	
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ITEM 7: WASTEWATER TREATMENT / PUMP STATIONS

WASTEWATER TREATMENT PLANTS / PUMP STATIONS						
NAME OF SITE	GUARD PER SHIFT	DAYS OF WEEK	GRADE	TYPE SHIFT	UNIT PRICE (EXCL. VAT) <small>(Rate per guard per day)</small>	TOTAL PRICE PER MONTH <small>(Rate per guard per day x 30,41 days)</small>
Vredenburg Wastewater	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
Saldanha Wastewater	1x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
Laingville Wastewater	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
Kalkrug Reservoir	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	2 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R
Langebaan Wastewater	1 x (M) Night shift	Monday - Sunday	C	18h00 - 06h00	R	R
Basaansklip Reservoir	2 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	2 x (M) Night shift	Monday – Sunday		18h00 - 06h00	R	R

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Galjoen Pump station	1 x (M) Day shift	Monday - Sunday	C	06h00 - 18h00	R	R
	1 x (M) Night shift	Monday - Sunday		18h00 - 06h00	R	R

SITE CATEGORY FOR OFFICES	DAY	NIGHT
WASTEWATER TREATMENT	7	9
TOTAL	16	

SITE CATEGORY	PRICE/MONTH (R)	PRICE/YEAR (R) x 12 Months
WASTE WATER TREATMENT		

B Tender price year 1

TOTAL ANNUAL TENDER PRICE: YEAR 1 (01 JULY 2017 TO 30 JUNE 2027)	
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C Tender price year 2

	Escalation %	Escalation Amt (R)	Price Year 2
TOTAL ANNUAL TENDER PRICE: Year 2 (01 JULY 2027 TO 30 JUNE 2028)			

d Tender price year 3

	Escalation %	Escalation Amt (R)	Price Year 3

TENDER: SBM 24/25/26

TOTAL ANNUAL TENDER PRICE: Year 3 (12 months). (01 JULY 2028 TO 30 JUNE 2029)			
TOTAL ANNUAL TENDER PRICE: Year 3			

e TOTAL TENDER

TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (EXCLUDING VAT)	
VAT 15%	
TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (INCLUDING VAT)	

ITEM 8: LIBRARIES

LIBRARIES						
NAME OF SITE	GUARD PER SHIFT	DAYS OF WEEK	GRADE	TYPE SHIFT	UNIT PRICE (EXCL. VAT) (Rate per guard per day)	TOTAL PRICE PER MONTH (Rate per guard per day x Days as stipulated below) Monday to Friday = 21.75 days Monday to Saturday = 17.08 days
Vredenburg	1 x (M) Day shift	Monday – Saturday	C	06h00 - 18h00	R	R
Saldanha	1 x (F) Day shift	Monday – Saturday	C	06h00 - 18h00	R	R
Laingville	1 x (M) Day shift	Monday – Friday	C	06h00 - 18h00	R	R
Langebaan	1 x (M) Day shift	Monday – Friday	C	06h00 - 18h00	R	R
Paternoster	1 x (M) Day shift	Monday – Friday	C	06h00 - 18h00	R	R

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Hopefield	1 x (M) Day shift	Monday – Friday	C	06h00 - 18h00	R	R
Diazville	1 x (M) Day shift	Monday - Saturday	C	06h00 - 18h00	R	R

SITE CATEGORY FOR LIBRARIES	DAY	NIGHT
LIBRARIES	7	0
TOTAL	7	

SITE CATEGORY	PRICE/MONTH (R)	PRICE/YEAR (R) x 12 Months
LIBRARIES		

b Tender price year 1

TOTAL ANNUAL TENDER PRICE: YEAR 1 (01 JULY 2017 TO 30 JUNE 2027)	
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c Tender price year 2

	Escalation %	Escalation Amt (R)	Price Year 2
TOTAL ANNUAL TENDER PRICE: Year 2 (01 JULY 2027 TO 30 JUNE 2028)			

TENDER: SBM 24/25/26

d Tender price year 3

	Escalation %	Escalation Amt (R)	Price Year 3
TOTAL ANNUAL TENDER PRICE: Year 3 (12 months). (01 JULY 2028 TO 30 JUNE 2029)			
TOTAL ANNUAL TENDER PRICE: Year 3			

e TOTAL TENDER

TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (EXCLUDING VAT)	
VAT 15%	
TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (INCLUDING VAT)	

ITEM 9: CONTROL ROOM

CONTROL ROOM						
NAME OF SITE	GUARD PER SHIFT	DAYS OF WEEK	GRADE	TYPE SHIFT	UNIT PRICE (EXCL. VAT) (Rate per guard per day)	TOTAL PRICE PER MONTH (Rate per guard per day x 30,41 days)
CCTV Operators	4 x Day shift	Monday-Sunday	C	06h00 - 18h00	R	R
	4 x Night shift	Monday – Sunday		18h00 - 06h00	R	R

SITE CATEGORY FOR OFFICES	DAY	NIGHT
CONTROL ROOM	4	4
TOTAL	8	

SITE CATEGORY	PRICE/MONTH (R)	PRICE/YEAR (R) x 12 Months
CONTROL ROOM		

b Tender price year 1

TOTAL ANNUAL TENDER PRICE: YEAR 1 (01 JULY 2017 TO 30 JUNE 2027)	
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c Tender price year 2

	Escalation %	Escalation Amt (R)	Price Year 2
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TENDER: SBM 24/25/26

TOTAL ANNUAL TENDER PRICE: Year 2 (01 JULY 2027 TO 30 JUNE 2028)			
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d Tender price year 3

	Escalation %	Escalation Amt (R)	Price Year 3
TOTAL ANNUAL TENDER PRICE: Year 3 (12 months). (01 JULY 2028 TO 30 JUNE 2029)			
TOTAL ANNUAL TENDER PRICE: Year 3			

e TOTAL TENDER

TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (EXCLUDING VAT)	
VAT 15%	
TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (INCLUDING VAT)	

Item 10 V.I.P. PROTECTION

This is an item provided on an as-and-when-requested basis.

Billing Method: Services will be provided only upon written / authorised request by the Municipality and will be invoiced per activation (per shift / per hour as quoted below).

Note: No fixed monthly minimum applies unless specifically requested in writing.

V.I. P. PROTECTION						
NAME OF SITE	GUARD PER SHIFT / VEHICLE	DAYS OF WEEK	GRADE	SHIFT	UNIT PRICE (EXCL. VAT) (Rate per guard per day)	TOTAL PRICE PER MONTH (Rate per guard per day x 30,41 days)
V.I.P Protection	1 x Vehicle 24 hours [Including Fuel]	When requested	N/A	24 hours / day	R	R
	2 x Armed guards with 9mm handgun day shift [12 hours as and when requested]	Monday-Sunday	A	24 hours / day	R	R
	2 x Armed guards with 9mm handgun night shift [12 hours as and when requested]	Monday-Sunday	A	24 hours / day	R	R

TENDER: SBM 24/25/26

SITE CATEGORY FOR VIP PROTECTION	DAY	NIGHT
VIP PROTECTORS	2	2
TOTAL	4	

SITE CATEGORY	PRICE/MONTH (R)	PRICE/YEAR (R) x 12 Months
A. MUNICIPAL JURISDICTION [VIP PROTECTION]		

b Tender price year 1

TOTAL ANNUAL TENDER PRICE: YEAR 1 (01 JULY 2026 TO 30 JUNE 2027)	
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c Tender price year 2

	Escalation %	Escalation Amt (R)	Price Year 2
TOTAL ANNUAL TENDER PRICE: Year 2 (01 JULY 2027 TO 30 JUNE 2028)			

d Tender price year 3

	Escalation %	Escalation Amt (R)	Price Year 3
TOTAL ANNUAL TENDER PRICE: Year 3 (12 months). (01 JULY 2028 TO 30 JUNE 2029)			
TOTAL ANNUAL TENDER PRICE: Year 3			

e TOTAL TENDER

TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (EXCLUDING VAT)	
VAT 15%	
TOTAL TENDER PRICE: Year 1, Year 2 and Year 3 (INCLUDING VAT)	

SITE CATEGORY FOR SECURITY TENDER	DAY	NIGHT	TOTAL
OFFICE BUILDINGS	10	3	13
COMMUNITY SERVICES CENTRES	6	10	16
DEPOTS	5	7	12
SPORTS GROUNDS / NURSERY	3	4	7
RESORTS	11	17	28
LANDFILL SITES	5	4	9
WASTEWATER TREATMENT SITES	7	9	16
LIBRARIES	7	0	7
CONTROL ROOM	4	4	8
VIP PROTECTION	2	2	4
TOTAL	60	60	120

PART E: OTHER

- **PRICE ADJUSTMENTS**

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

I accept and approve all of the above.

.....

SIGNATURE OF TENDERER

Failure to accept the automatic extension will render the bid non-responsive. Any bidder may at any time withdraw their bid in writing in which case the bid will not be further considered.

- **OMISSIONS, ALTERATIONS AND ADDITIONS**

• **SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT**

1. Bidders may provide a 2.5% discount for payment made within 30 days of receipt of invoice. Bidder should note that this discount is optional and has no influence on the evaluation or adjudication of bids.
2. Please complete the following should your company BE WILLING TO PROVIDE the 2.5% deduction for payment within 30 days as per clause 1 above:

YES, my company IS WILLING TO HAVE THE 2.5% taken off of payment made within 30 days.

Tenderer's signature _____ for acceptance of the 2.5% discount.

(Only if tenderer wishes to provide the 2.5% discount)