

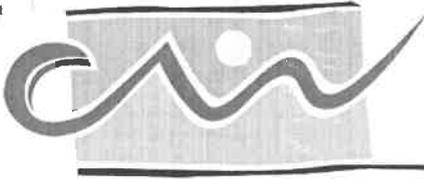


ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

- 1. **Q 2021/027:** K53 DRIVERS LICENSE TRAINING INTERVENTION FOR THE PERIOD ENDING 30 JUNE 2022
- 2. **Q 2021/030:** SUPPLY AND DELIVERY OF CHAIRS AND FURNITURE
- 3. **Q 2021/052:** RENEWAL OF AUTOCAD MAP 3D COMMERCIAL ANNUAL SUBSCRIPTION FOR 12 MONTHS
- 4. **Q 2021/060:** PROVISION OF CASEWARE
- 5. **Q 2021/063:** PROVISION OF GENERAL WORKERS TO ASSIST WITH THE REGULAR CLEANING OF FACILITIES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY TO ENSURE COVID-19 COMPLIANCE
- 6. **Q 2021/074:** PROVISION OF FURNITURE TRANSPORTATION SERVICES FROM KATHU, NORTHERN CAPE TO BELLVILLE, CAPE TOWN, WESTERN CAPE

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

Received by [Signature] Date 04/11/2021



CAPE WINELANDS DISTRICT

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

Q 2021/060 PROVISION OF CASEWARE

COMPANY NAME: Adapt IT (PTY) LTD.....
POSTAL ADDRESS: 152 14th RD Noordwyk Midrand.....
1687.....
.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:
Financial and Strategic Support Services
Supply Chain Management
Tel: 086 126 5263
Fax: 086 688 4173

**Q 2021/060
PROVISION OF CASEWARE**

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A. QUOTATION NOTICE

Formal Written Price Quotations are hereby invited from suitably qualified service providers to provide Caseware for SAMRAS as follows:

- a) 1 X GRAP Template for Municipalities - Annual Renewal (full year)
- b) 5 X CaseWare Working Papers (including Connector) - Annual Renewal (full year)
- c) 1 X Software Distribution Fee CaseWare

Technical enquiries regarding this bid can be directed to Mr A Gabier at telephone no. 0861 265 263 or 061 3227181 or agabier@capewineland.gov.za.

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

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

Duly completed quotations must be enclosed in a (separate) sealed envelope and endorsed with the relevant quotation number and description on the envelope/s. The sealed quotations must be placed in the official quotations box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch, before **11h00 on Friday, 13 August 2021.**

**HF PRINS
MUNICIPAL MANAGER**

B. GENERAL CONDITIONS AND INFORMATION

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

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

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

1. Acceptance or Rejection of a Quotations

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

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

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

2. Validity Period

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

3. Registration on Accredited Supplier Database

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

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

4. Completion of Quotations Documents

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

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

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

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

5. Authorised Signatory

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

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

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

6. Site / Information Meetings

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

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

7. Quantities of Specific Items

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

8. Expenses Incurred in Preparation of Quotations

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

9. Contact with Municipality after Quotations Closure Date

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

10. Opening, Recording and Publications of Quotations Received

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

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

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

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

11. Evaluation of Quotations

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

12. Subcontracting

The Contractor shall not subcontract the whole of the contract.

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

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

13. Extension of Contract

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

14. Past Practices

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

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

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

15. Persons in the service of the state

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

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

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

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

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

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

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

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

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

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

Bidders other than EMEs

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

Bidders who qualify as EMEs

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

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

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

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

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

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

- The name and physical location of the measured entity;
- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date of expiry;
- The certificate number for identification and reference;
- The scorecard that was used (for example QSE, Specialized or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo;
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity. □

Registered auditors approved by IRBA

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

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

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

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

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

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

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

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

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

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

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

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

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

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

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

17. Application

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

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

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

18. Standards

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

19. Information and Inspection

The service provider shall not, without the District Municipality's prior written consent, disclose the agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the District Municipality in connection therewith, to any person other than a person employed by the service provider in the performance of the agreement. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

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

20. Governing Language

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

21. Payments

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

Payment will be made in Rand unless otherwise stipulated.

22. Prices and Evaluation of bids

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

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

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

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

23. Termination for default

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

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

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

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

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

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

If a District Municipality intends imposing a restriction on a service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the District Municipality may regard the service provider as having no objection and proceed with the restriction.

Any restriction imposed on any person by the District Municipality will, at the discretion of the District Municipality, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the District Municipality actively associated.

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

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

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

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

case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Termination for Insolvency

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

25. Settlement of Disputes

If any dispute or difference of any kind whatsoever arises between the District Municipality and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the District Municipality or the service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

26. Applicable Law

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

27. Notices

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

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

28. Taxes and duties

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

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

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

29. Value-added tax (VAT) on invoices

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

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

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

The VAT registration number of the District Municipality is 4700193495.

30. Tax Clearance Certificate

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

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

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

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

31. Municipal Rates, Taxes and Charges

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

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

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

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

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

33. Letter of Good Standing from the Commissioner of Compensation

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

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

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

34. PROTECTION OF PERSONAL INFORMATION

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

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

The purpose of this document is to:

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

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

2. APPLICATION

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

3. GENERAL

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

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

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

6. PATENT RIGHTS

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

7. PERFORMANCE SECURITY

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

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. PACKING

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

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

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

11. INSURANCE

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. SPARE PARTS

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

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

16. PAYMENT

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

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

17. PRICES

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

8. VARIATION ORDERS

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. For construction related goods, services and/or infrastructure project, contracts may be expanded or varied by not more than 20%. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. ASSIGNMENT

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. SUBCONTRACTS

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. PENALTIES

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction

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

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

24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. FORCE MAJEURE

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

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

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

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

28. LIMITATION OF LIABILITY

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

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

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

32. TAXES AND DUTIES

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

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

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

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

33. TRANSFER OF CONTRACTS

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

34. AMENDMENT OF CONTRACTS

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. PROHIBITION OF RESTRICTIVE PRACTICES

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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

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

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

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

The points are awarded as follows:

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

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

E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Quotation number:	Q 2021/060	Closing date:	13/08/2021	Closing time:	11h00
Description	PROVISION OF CASEWARE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder	Adapt IT (PTY) LTD				
Postal address	152 14th RD Noordwyk Midrand 1687				
Street address	152 14th RD Noordwyk Midrand				
Telephone number	Code	010	Number	494 0000	
Cell phone number	N/A				
E-mail address	info@casewareafrika.com				
VAT registration number	4540158377				
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA MAAA0038240
B-BBEE status level verification certificate [tick applicable box]	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no		B-BBEE status level sworn affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered	2		Total bid price	R 114,173.15	
Signature of bidder			Date		
Capacity under which this bid is signed	Divisional Executive				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Abdul Gabier				
Telephone number	0613227181				
E-mail address	agabier@capewineland.gov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewineland.gov.za				

TERMS AND CONDITIONS FOR BIDDING – PART B

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

Signature(s):



Name(s):

Jodi Joseph

Capacity for the Tenderer:

Divisional Executive

Date:

11/08/2021



TAX COMPLIANCE STATUS

PIN Issued

ADAPT IT PTY LTD
P O BOX 5207
RYDALL VALE PARK
4019

Enquiries should be addressed to SARS:

Contact Detail

SARS
Alberton
1528

Contact Centre Tel: 0800 00 SARS (7277)

SARS online: www.sars.gov.za

Details

Taxpayer Reference Number: 9003225209

Always quote this reference number when contacting SARS

Issue Date: 2021/04/28

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

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

TCS Details:	
Taxpayer Name	Adapt It Pty Ltd
Trading Name	ADAPT IT PTY LTD
Tax Reference Number(s)	IT - 9003225209 Vat - 4540158377 PAYE - 7180724520
Purpose of Request	Tender
Request Reference Number	0002700149TS2804211402370
PIN	E96574236R
PIN Expiry Date	28/04/2022

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

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

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

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

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

Sincerely

ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. BACKGROUND and Specification

The Cape Winelands requires a suitably qualified service provider to provide Caseware software and licenses to be used with SAMRAS software.

The software licenses and components are as follows:

- a) 1 X GRAP Template for Municipalities - Annual Renewal (full year)
- b) 5 X CaseWare Working Papers (including Connector) - Annual Renewal (full year)
- c) 1 X Software Distribution Fee CaseWare

2. LOGISTICAL REQUIREMENTS

The successful Supplier/s must supply and deliver the equipment to CWDM offices at, 29 du Toit Street, Stellenbosch within seven (30) days of receiving the order to do so, or if other time - frames are mutually agreed on.

3. REMUNERATION

- No upfront payments will be made.
- Payments to the Service Provider will only be effected on implementation.
- Any fees or remuneration are inclusive of Value Added Tax.

G. FORM OF OFFER

OFFER

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

Q 2021/060: PROVISION OF CASEWARE

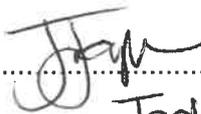
The bidder, identified in the offer signature block, has examined the documents listed in the quotation data and addenda thereto as listed in the quotation schedules, and by submitting this offer has accepted the Conditions of Formal Written Price Quotation.

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

This offer may be accepted by the Employer by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the Conditions of Formal Written Price Quotation, whereupon the bidder becomes the party named as the Service Provider in the Conditions of Contract.

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

Signature(s):



Name(s):

Jodi Joseph

Capacity for the Bidder:

Divisional Executive

Name of organization:

AdaptIT

Name and Signature of Witness:

Basetunga Motukisi



Date: 11/08/2021

PRICE SCHEDULE					
Description	Qty	Unit Cost	Sub-total	VAT	Total Cost
GRAP Template for Municipalities - Annual Renewal (full year). Installation support is included	1	R	R 52,724.00	R 7908.60	R 52,724.00
CaseWare Working Papers (including Connector) - Annual Renewal (full year) . Installation support is included	5	R	R 9117.00	R 6837.75	R 45,585.00
Software Distribution Fee CaseWare	1	R	R 972	R145.80	R 1972-04-13
				Total	R 114,173.15

Cape Winelands District Municipality
QUOTATIONS
 Opened at 11h00 on
 13 AUG 2021

 Witness:

H. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidders offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the Formal Written Price Quotation data and any addenda thereto as listed in the Formal Written Price Quotation schedules as well as any changes to the terms of the offer agreed by the bidder and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to, and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

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

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

ACCEPTANCE (to be completed by the Cape Winelands District Municipality)	
Q 2021/060: PROVISION OF CASEWARE	
 Mr. F. van Eck Executive Director: Technical Services	25.10.2021 Date
 Me. E Niemand Witness	25/10/2021 Date

Please find BEE Certificate Attached

I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr / No. Inombolo	State Employee Number
Shabalala	Sibusiso	7208165303084	
Mbamba	Nombali	8201070471087	

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

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

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

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

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

The Department of Trade and Industry: <http://bce.thedti.gov.za/>

South African National Accreditation System: <http://www.sanas.co.za/directory.php>

Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

Please find BEE Report attached

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

- **1. Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **ras**.
Percentage of shareholding of persons (HBI) in the business historically disadvantaged because of unfair discrimination based on **race**.
Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobuhlanga**. %
2. Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **geslag**.
Percentage of shareholding of persons (HBI) in the business historically disadvantaged because of unfair discrimination based on **gender**.
Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokwesini**. %
3. Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **gestremdheid**.
Percentage of shareholding of persons (HBI) in the business historically disadvantaged because of unfair discrimination based on **disability**.
Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobulwelwe**. %
4. Persentasie aandeelhouding van persone geklassifiseer as **jeug**. (18 – 35 Jaar oud).
Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old)
Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba **lulutsha** (18 – 35 Yeminyaka) %
5. Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit In/Ngaphakathi
Is your business established within the area of jurisdiction of the District Municipality? In / Out
Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle Uit/Out/Ngaphandle
6. Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee Ja/Yes/Ewe
Do you make use of local labour (job creation)? Yes / No
Uyawasebenzisa amantlaba avelayo odala lomsebenzi? Ewe / Hayi Nee/No/Hayi

EMPOWERLOGIC

Broad Based Black Economic Empowerment Verification Certificate

Issued to

Adapt IT (Pty) Ltd

Level 1 Contributor

Measured Entity

Company Name Adapt IT (Pty) Ltd
Registration Number 1996/006272/07
VAT Number 4540158377
Address 152
 14th Road
 Midrand
 1685

B-BBEE Status

B-BBEE Status Level	Level 1		
Element Points Obtained	EO: 20.07 points; MC: 16.74 points; SD: 12.82 points; ESD: 54 points; SED: 12 points		
Discounting Principle Applied	No	Measurement Period Year End	30/06/2020
Empowering Supplier	Yes	Achieved Y.E.S target and 2.5% Absorption: Moved up 1 B-BBEE Recognition Level	

**Black Owned: >=51% and full points for Net Value*

**Black Women Owned: >=30% and full points for Net Value*

Black Voting Rights	40.52%	Black Women Voting Rights	5.21%
Black Economic Interest	40.10%	Black Women Economic Interest	5.14%
51% Black Owned *	No	30% Black Women Owned *	No
Black Designated Groups	0.00%	Normal Flow Through Principle Applied	

BEE Procurement Recognition Levels

Level	Qualification	%
1	≥ 120 Points	135%
2	≥ 115 but < 120	125%
3	≥ 110 but < 115	110%
4	≥ 100 but < 110	100%
5	≥ 95 but < 100	80%
6	≥ 90 but < 95	60%
7	≥ 75 but < 90	50%
8	≥ 55 but < 75	10%
Non Compliant	<55	0%

Issue Date 29/09/2020
Expiry Date 28/09/2021
Certificate Number ELC9774RGENBBICT
Version Final
Applicable Scorecard Amended ICT - Generic
Applicable BBBEE Codes Amended ICT Codes Gazetted on 7 November 2016

Enquiries
 Tel:
 086 111 4003
 Fax:
 086 505 7284

COMMISSIONER OF OATHS
Naseera Inoo
 Chartered Accountant (SA)
 Member Number: 30652786
 Commissioner of Oaths (RSA)



SANAS Accredited

EmpowerLogic (Pty) Ltd
 Reg. No. : 1995/000523/07
 BBBEE Verification Agency

Govender

Per Prebashini Govender
 Member - Verification Committee



BVA018

I hereby certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that, from my observation, no amendment or change was made to the original document.

This certificate supersedes any previous certificates issued to the Measured entity. This certificate is the result of an independent and impartial verification of the BBBEE status of the measured entity measured against the Codes of Good Practice on Broad Based Black Economic Empowerment. This certificate has been issued in accordance with the EmpowerLogic Verification Certificate Policy. EmpowerLogic uses the Law Trust advanced electronic signature system (AeSign) which is compliant with the Electronic Communications and Transactions Act no 25 of 2002. The validity of the certificate is ensured as long as the digital signature details corresponds with the Technical Signatory's details as displayed on the certificate.

EMPOWERLOGIC

Broad Based Black Economic Empowerment Verification Certificate

Issued to

Adapt IT (Pty) Ltd

Level 1 Contributor

Measured Entity

Company Name Adapt IT (Pty) Ltd
Registration Number 1996/006272/07
VAT Number 4540158377
Address 152
 14th Road
 Midrand
 1685

B-BBEE Status

B-BBEE Status Level Level 1

Element Points Obtained	EO: 20.07 points; MC: 16.74 points; SD: 12.82 points; ESD: 54 points; SED: 12 points		
Discounting Principle Applied	No	Measurement Period Year End	30/06/2020
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51% Black Owned *	No	30% Black Women Owned *	No
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BEE Procurement Recognition Levels

Level	Qualification	%
1	≥ 120 Points	135%
2	≥ 115 but < 120	125%
3	≥ 110 but < 115	110%
4	≥ 100 but < 110	100%
5	≥ 95 but < 100	80%
6	≥ 90 but < 95	60%
7	≥ 75 but < 90	50%
8	≥ 55 but < 75	10%
Non Compliant	<55	0%

Enquiries

Tel:

086 111 4003

Fax:

086 505 7284

verification@empowerlogic.co.za

www.empowerlogic.co.za

Issue Date 29/09/2020
Expiry Date 28/09/2021
Certificate Number ELC9774RGENBBICT
Version Final
Applicable Scorecard Amended ICT - Generic
Applicable BBBEE Codes Amended ICT Codes Gazetted on 7 November 2016



SANAS Accredited

EmpowerLogic (Pty) Ltd

Reg. No. : 1995/000523/07

BBBEE Verification Agency

Govender

Per Prebhashini Govender

Member - Verification Committee

fsanas

BVA018

This certificate supersedes any previous certificates issued to the Measured entity. This certificate is the result of an independent and impartial verification of the BBBEE status of the measured entity measured against the Codes of Good Practice on Broad Based Black Economic Empowerment. This certificate has been issued in accordance with the EmpowerLogic Verification Certificate Policy. EmpowerLogic uses the Law Trust advanced electronic signature system (AeSign) which is compliant with the Electronic Communications and Transactions Act no 25 of 2002. The validity of the certificate is ensured as long as the digital signature details corresponds with the Technical Signatory's details as displayed on the certificate.

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1. Introduction :

Adapt IT (Pty) Ltd's Broad Based Black Economic Empowerment verification has been based on the Amended ICT Codes of Good Practice for Broad Based Black Economic Empowerment Gazetted on 7 November 2016.

All BEE statistics (especially Supplier information) was collated in a comprehensive information gathering initiative to allow accurate scoring on all objectives and themes. With the increased emphasis by Government on broad based BEE, such figures must remain accurate and easily available for future measurement and reporting initiatives. The measurement period used for all financial information is 1 July 2019 to 30 June 2020.

This report is the result of an independent and impartial verification of the BBBEE status of the measured entity measured against the Codes of Good Practice on Broad Based Black Economic Empowerment. The objective of our verification is to verify the validity and accuracy of the BBBEE status represented by the measured entity. EmpowerLogic is not responsible for ensuring completeness of information provided to support the BBBEE status.

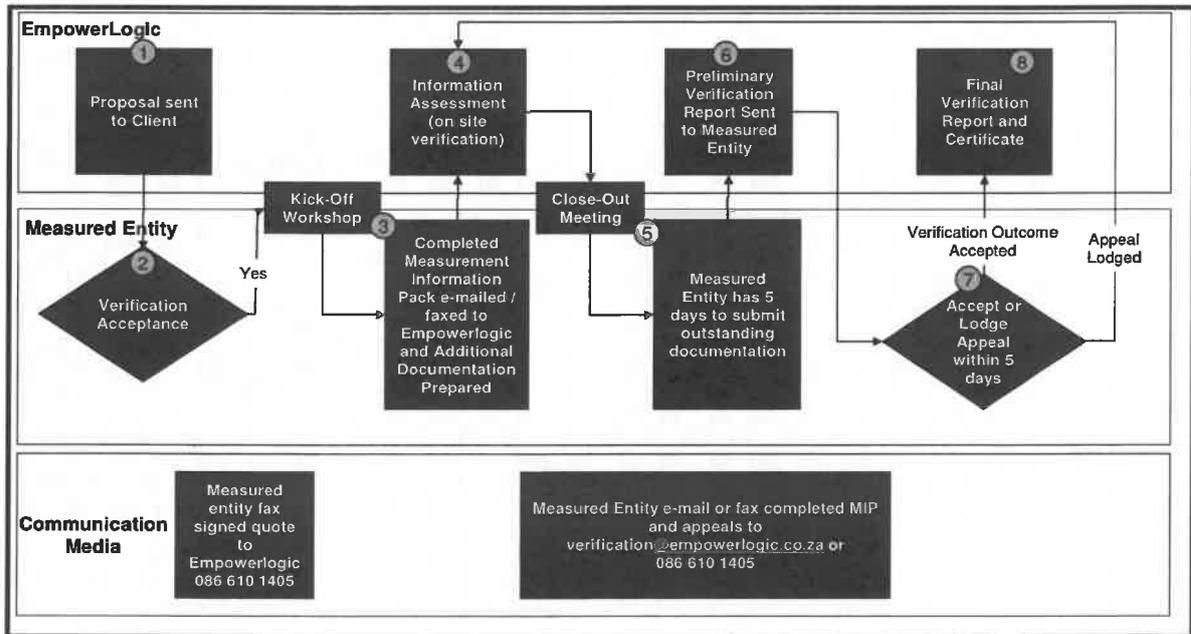
All the information contained in this document has been collected from sources within Adapt IT (Pty) Ltd and believed to be accurate and reliable at the time of the measurement.

All referencing to Black individuals is based on the generic term used to refer to African (A), Indian (I), Coloured (C) and Chinese (C) South African citizens.

The verification for Adapt IT was based on the following elements:

- *Equity Ownership – % flow of economic benefits and voting rights;*
- *Management Control – % black board composition, black executive management and measurement of Senior, Middle and Junior Management against EAP targets.*
- *Skills development - Skills development expenditure as a proportion of total payroll leviable amount and black people participating in Category B,C and D.*
- *Enterprise and Supplier Development*
 - *Preferential Procurement – Weighted Preferential Procurement spend based on the BEE Procurement Recognition Levels;*
 - *Supplier Development – Annual recoverable and non-recoverable contributions to Supplier Development as a % of NPAT;*
 - *Enterprise Development – Annual recoverable and non-recoverable contributions to Enterprise Development as a % of NPAT;*
- *Socio Economic Development - Annual non-recoverable contributions to Social Development as a % of NPAT.*

The following diagram illustrates the process that was followed, as well as the documentation involved in each part of the process :



- 1 Proposal
- 2 Signed Proposal
- 3 Measurement Information Pack
- 4 Verification Methodology and On-Site Schedule
- 5 Close Out Meeting Template
- 6 Provisional Verification report
- 7 Written Appeal
- 8 Final Verification Certificate and Report

The total score of a company will be used to rank them according to their progress in achieving broad-based black economic empowerment. The total points that a company earn are set out as follows by the Amended Codes of Good Practice:

Level	Qualification	Procurement Recognition %
Level 1	≥ 120 Points	135%
Level 2	≥ 115 but < 120	125%
Level 3	≥ 110 but < 115	110%
Level 4	≥ 100 but < 110	100%
Level 5	≥ 95 but < 100	80%
Level 6	≥ 90 but < 95	60%
Level 7	≥ 75 but < 90	50%
Level 8	≥ 55 but < 75	10%
Non Compliant	<55	0%

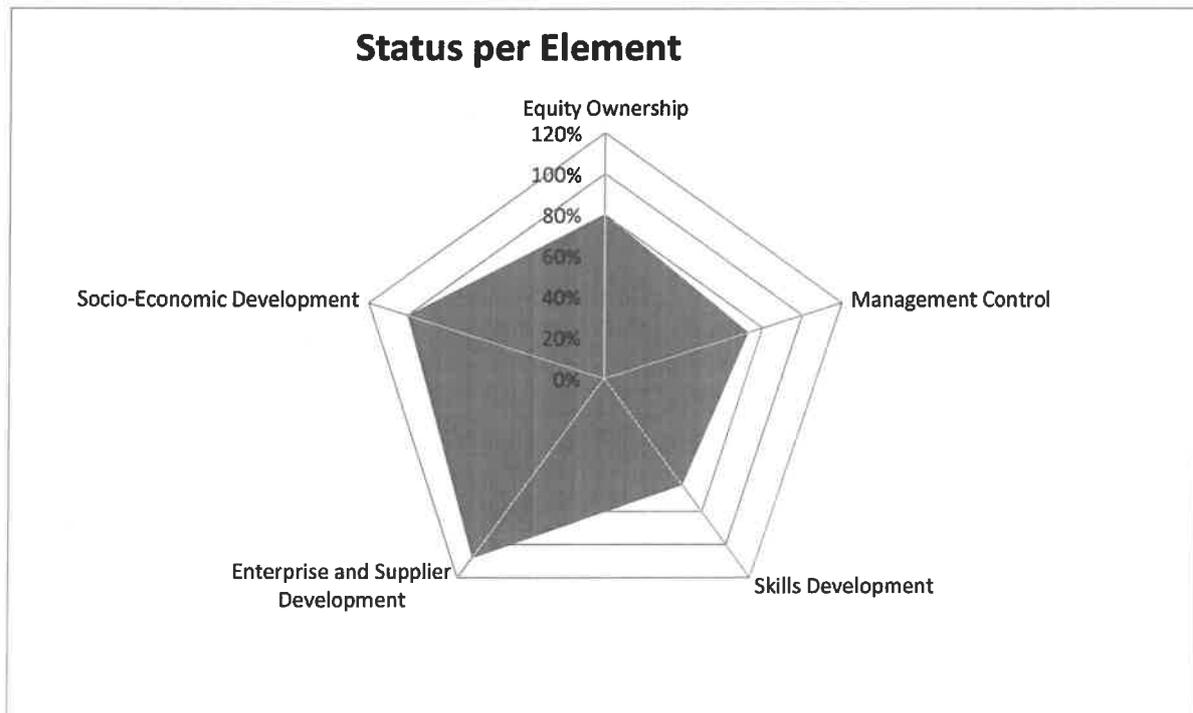
2. Amended ICT - Generic Scorecard:

Element	Indicator	Weight	Target
Equity Ownership	Exercisable Voting Rights by Black People	4.00	30.0%
	Exercisable Voting Rights by Black Women	2.00	10.0%
	Economic Interest to which Black People are entitled	4.00	30.0%
	Economic Interest to which Black Women are entitled	2.00	10.0%
	Economic Interest to which BDG's, EOS, BBOS and Co-op's are entitled	3.00	3.0%
	Involvement in the ownership by Black New Entrants	2.00	2.0%
	A - Net Value	8.00	30.0%
Management Control	% Exercisable Voting Rights of Black Board Members	3.00	50.0%
	% Exercisable Voting Rights of Black Women Board Members	2.00	25.0%
	% Black Executive Directors	2.00	50.0%
	% Black Women Executive Directors	1.00	25.0%
	% Black Executive Management	3.00	60.0%
	% Black Women Executive Management	2.00	30.0%
	% Black People in Senior Management	2.00	60.0%
	% Black Women in Senior Management	1.00	30.0%
	% Black People in Middle Management	2.00	75.0%
	% Black Women in Middle Management	1.00	38.0%
	% Black People in Junior Management	1.00	88.0%
	% Black Women in Junior Management	1.00	44.0%
	Black People Living with Disabilities as a % of All Employees	2.00	2.0%
Skills Development	Skills Development Expenditure on Black People as a % of Leivable Amount	8.00	6.0%
	Skills Development on Black People with disabilities as a % of Leivable Amount	4.00	0.3%
	Black People Participating in Learnerships, Apprenticeships and Internships as a % of Total Employees	4.00	2.5%
	Unemployed Black People Participating in the Learning Matrix as a % of Total Employees	4.00	2.5%
	Bonus Point: Number of Black People Absorbed	5.00	100.0%
Enterprise and Supplier Development	Weighted BEE Procurement Expenditure - All Suppliers	5.00	80.0%
	Weighted BEE Procurement Expenditure - Qualifying Small Enterprises	3.00	15.0%
	Weighted BEE Procurement Expenditure - Exempted Micro Enterprises	4.00	15.0%
	Weighted BEE Procurement Expenditure - Suppliers that are at least 51% Black Owned	9.00	40.0%
	Weighted BEE Procurement Expenditure - Suppliers that are at least 30% Black Women Owned	4.00	12.0%
	Bonus Points: Procurement Expenditure from Designated Group Suppliers that are at least 51% Black Owned	2.00	2.0%
	Annual Value of all Supplier Development Contributions as a % of NPAT	10.00	2.0%
	Annual Value of all Enterprise Development Contributions as a % of NPAT	15.00	3.0%
	Bonus Point: Graduation	1.00	Yes
	Bonus Points: Creating New Jobs up to 10% of the Workforce	1.00	Yes
Socio-Economic Development	Annual Value of all Socio-Economic Development Contributions as a % of NPAT	12.00	1.5%

3. Scorecard Summary and Priority Elements:

Adapt IT is classified as a Level 1 contributor towards Broad Based Black Economic Empowerment.

Description	Weighting	% Score for Indicator	Points	Priority Element Threshold Achieved
Achieved Y.E.S target and 2.5% Absorption: Moved up 1 B-BBEE Recognition Level				
Overall BEE Score	130.00		115.64	
Equity Ownership	25.00	80.28%	20.07	Y
Management Control	23.00	72.79%	16.74	
Board and Other Executive Management	13.00	74.36%	9.67	
Employment Equity	10.00	70.76%	7.08	
Skills Development	20.00	64.12%	12.82	Y
Spend on Black People and Black Disabled People	12.00	42.73%	5.13	Y
Learnerships, Internships and Apprenticeships and Unemployed People	8.00	96.21%	7.70	Y
Bonus Points	5.00	0.00%	-	
Enterprise and Supplier Development	50.00	108.00%	54.00	
Preferential Procurement	25.00	100.00%	25.00	Y
Bonus Points	2.00	100.00%	2.00	
Supplier Development	10.00	100.00%	10.00	Y
Enterprise Development	15.00	100.00%	15.00	Y
Bonus Points	2.00	100.00%	2.00	
Socio-Economic Development	12.00	100.00%	12.00	



4.1 Empowering Supplier Status:**Yes**

The Department of Trade and Industry issued Notice 708 of 2016 of Government Gazette No. 40375 on the 28th October 2016 regarding the application of the Empowering Supplier Status.

The recognition of empowering supplier status has been extended until further determination and any entity measured on or after 1 May 2016 will automatically be recognised as an Empowering Supplier until a further notice is issued.

Adapt IT is an Empowering Supplier.

4.2 Y.E.S Initiative:**Yes**

Adapt IT complies with the requirements set out in Government Gazette 41866 issued on 28 August 2018 and have Achieved Y.E.S target and 2.5% Absorption: Moved up 1 B-BBEE Recognition Level

5. Sections :

5.1 Equity Ownership :

Necessary shareholding information that was found in the Measurement Information Pack, could be confirmed with the share certificate(s), share register(s) and/or other formal documentation.

Table 5.1.1: Adapt IT (Pty) Ltd Shareholders:

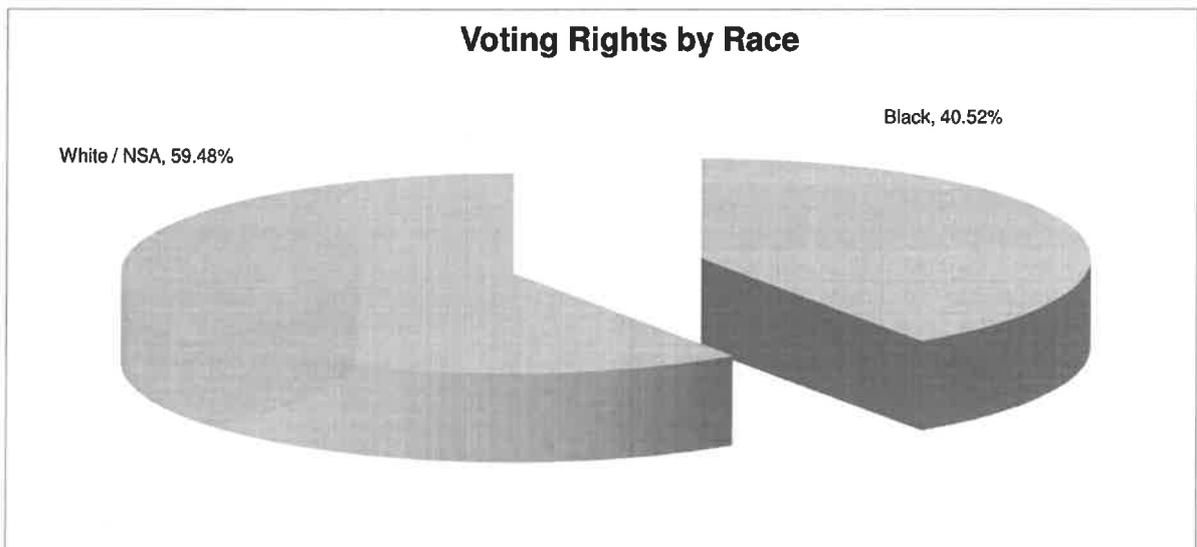
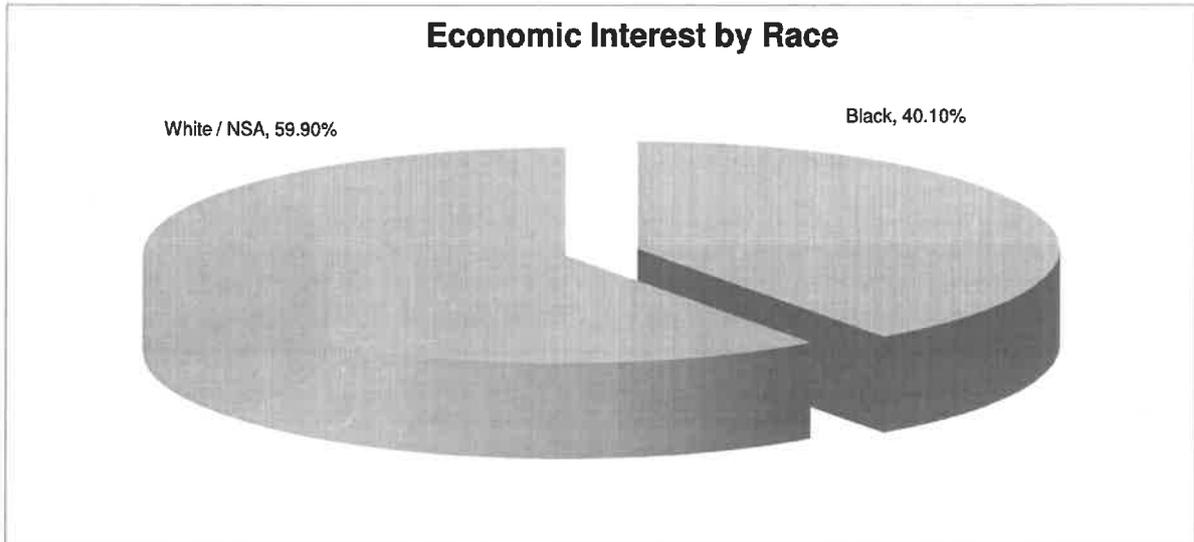
Shareholder(s) Detail	% Share	% Voting Rights by Black People	% Economic Interest by Black People
Adapt IT Holdings Ltd	100.00%	40.52%	40.10%
Total	100.00%	40.52%	40.10%

Table 5.1.2: Adapt IT (Pty) Ltd Effective Black Shareholding

Description	%
Effective Black Ownership in Measured Entity using the Flow Through Principle	40.10%
Effective Black Ownership using the Recognition in the Sale of Assets	0.00%
Total Effective Black Ownership in Measured Entity using the Flow Through Principle	40.10%
Effective Black Ownership calculated using the Exclusion Principle of Foreign Operations	40.10%
Black Ownership calculated using the Modified Flow Through Principle	40.10%
Black Ownership calculated using the Exclusion Principle of Mandated Investments	40.10%

Table 5.1.3: Equity Ownership Scorecard

Indicator	Weight	Actual	Target	Result	Points
Exercisable Voting Rights by Black People	4.00	40.52%	30.00%	100.0%	4.00
Exercisable Voting Rights by Black Women	2.00	5.21%	10%	52.07%	1.04
Economic Interest to which Black People are entitled	4.00	40.10%	30%	100.0%	4.00
Economic Interest to which Black Women are entitled	2.00	5.14%	10%	51.39%	1.03
Economic Interest to which BDG's, EOS, BBOS and Co-op's are entitled	3.00	0.00%	3.0%	0.00%	-
Involvement in the ownership by Black New Entrants	2.00	4.81%	2.00%	100.00%	2.00
A - Net Value	8.00	40.10%	30%	100.00%	8.00
B - Economic Interest		40.10%	30%	100.0%	
Total	25.00				20.07



Adapt IT contributes towards broad based black economic empowerment in terms of the equity ownership of the company.

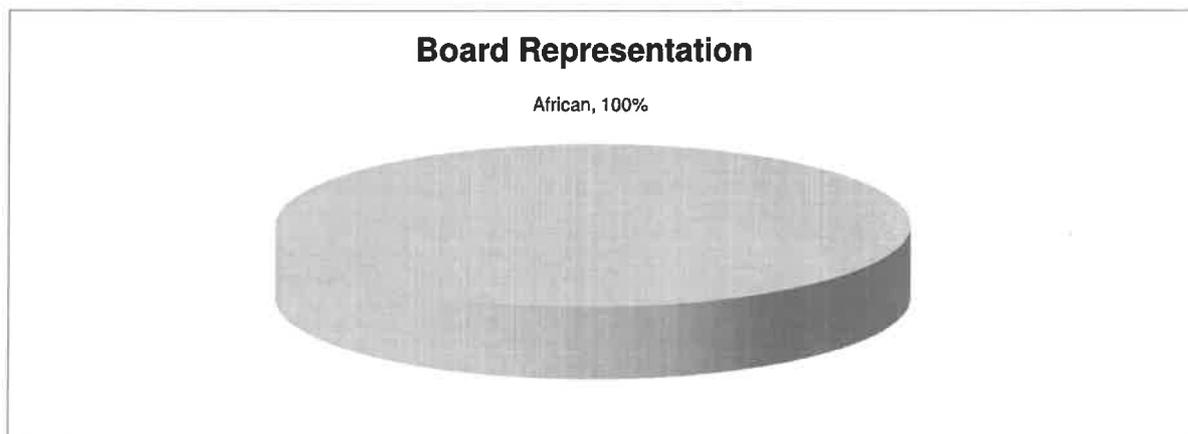
5.2 Management Control :

5.2.1 Board Representation and other Executive Management:

Table 5.2.1.1: Listing of Board of Directors and other Executive Management

Designation	Name	Race (A/I/C W/NSA)	Gender (M/F)	% Votes
Board Participation				
Executive Directors	N Mbambo	A	F	50%
	S Shabalala	A	M	50%
Other Executive Management				
Other Executive Management	A Vicente	W	M	
	B Mccreedy	W	M	
	D Raine	W	F	
	J Joseph	W	F	
	L Rubushe	A	M	
	R Msweli	A	M	
	S Bredin	W	M	
	S Abrahams	C	M	
	S Sutherland	W	M	

A = African, I = Indian, C = Coloured, W = White, NSA = Non-South African



Executive Directors Representation

African, 2



Other Executive Management Representation

White, 6

African, 2

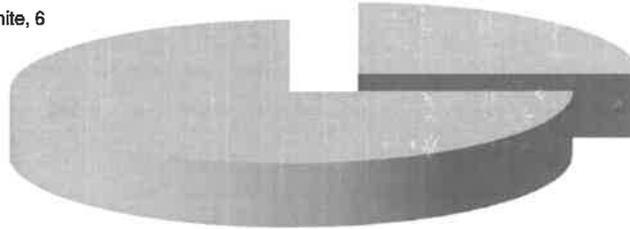


Table 5.2.1.2: Board Representation and other Executive Management: Scorecard

Measurement Category	Weight	Actual	Total in Cat	Target	Result	Points
% Exercisable Voting Rights of Black Board Members	3.00	100%	100%	50%	100%	3.00
% Exercisable Voting Rights of Black Women Board Members	2.00	50%	100%	25%	100%	2.00
% Black Executive Directors	2.00	2.00	2	50%	100%	2.00
% Black Women Executive Directors	1.00	1.00	2	25%	100%	1.00
% Black Executive Management	3.00	3.00	9	60%	56%	1.67
% Black Women Executive Management	2.00	-	9	30%	0%	-
Total	13.00					9.67

Adapt IT contributes towards broad based black economic empowerment in terms of the board participation and other executive management of the company.

5.2.2 Employment Equity:

Table 5.2.2.1: Employment Equity

Occupational Level	Males					Females					Total
	African	Coloured	Indian	Non Black	Sub-Total	African	Coloured	Indian	Non Black	Sub-Total	
Top Management	3	1	-	4	8	1	-	-	2	3	11
Senior Management	2	-	1	1	4	2	-	-	2	4	8
Professionals, Specialists & Mid-Management	44	7	32	82	165	28	3	16	44	91	256
Skilled Workers, Supervisors & Junior Management	86	8	26	47	167	81	13	27	48	169	336
Semi-skilled & Discretionary Decision Making	46	1	3	1	51	91	3	-	5	99	150
Unskilled	5	1	2	-	8	1	1	1	-	3	11
Total Employees	186	18	64	135	403	204	20	44	101	369	772
Disabled	10	1	0	5	16	9	1	1	4	15	31

The EAP (Economically Active Population) target used for this verification was based on the 19th National EAP Targets as per annual CEE Report as provided by The Department of Labour. These racial demographics distribution are as follows:

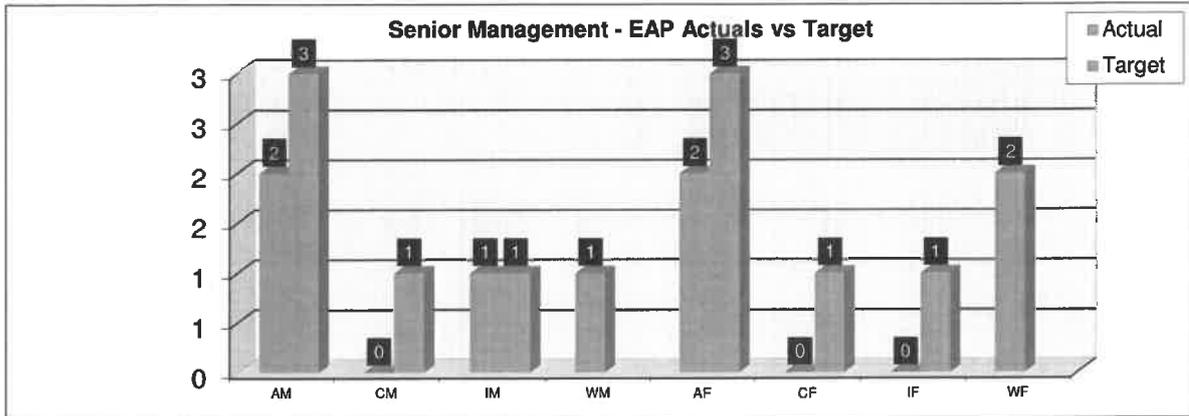
Table 5.2.2.2: EAP Targets

National EAP Targets as per annual CEE Report			
Race	Male	Female	Total
African	42.80%	36.00%	78.80%
Coloured	5.20%	4.40%	9.60%
Indian	1.70%	1.00%	2.70%
White	5.10%	3.90%	9.00%
Total	54.80%	45.30%	100.10%

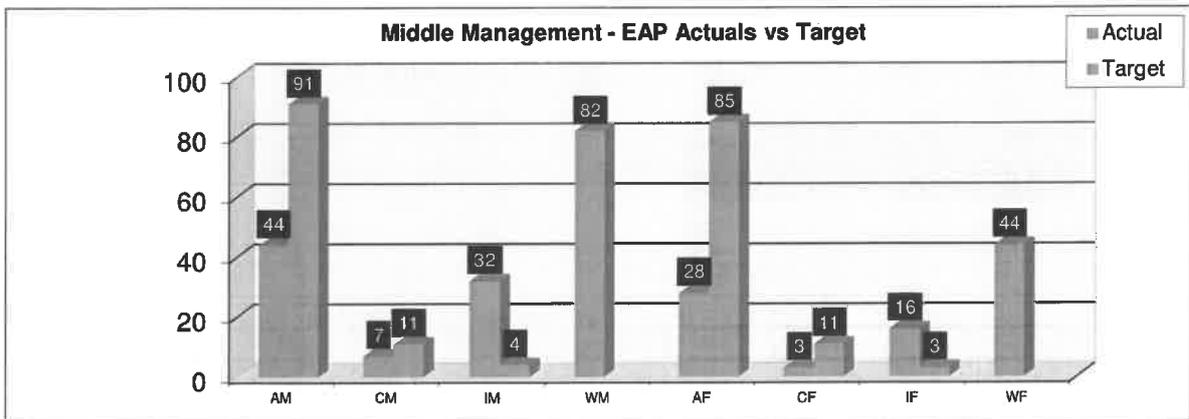
Table 5.2.2.3: Employment Equity Scorecard

Measurement Category	Weight	Actual	Total in Cat	Target	Result	Points
% Black People in Senior Management	2.00	3.99	8	60%	83%	1.66
% Black Women in Senior Management	1.00	2.00	8	30%	83%	0.83
% Black People in Middle Management	2.00	87.69	256	75%	46%	0.91
% Black Women in Middle Management	1.00	33.35	256	38%	34%	0.34
% Black People in Junior Management	1.00	196.76	336	88%	67%	0.67
% Black Women in Junior Management	1.00	97.57	336	44%	66%	0.66
Black People Living with Disabilities as a % of All Employees	2.00	22.00	772	2%	100%	2.00
Total	10.00					7.08

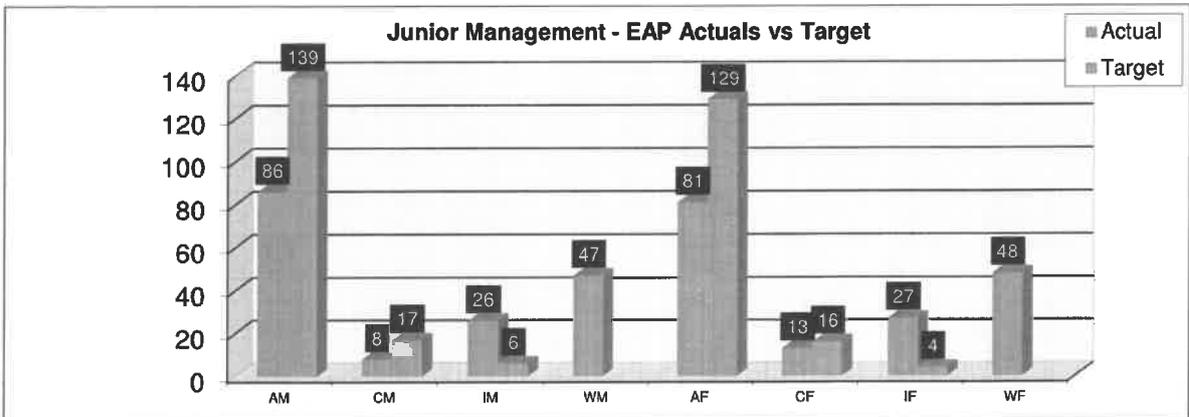
The representation of the various race groups in senior management against EAP targets is represented as follows:



The representation of the various race groups in middle management against EAP targets is represented as follows:



The representation of the various race groups in junior management against EAP targets is represented as follows:



Adapt IT contributes towards broad based black economic empowerment in terms of the employment equity of the company.

5.3 Skills Development :

Skills Development Expenditure is classified in the categories listed in table 5.3.1 below. All categories are included for skills development expenditure in Rands but category F and G, accommodation, travel and catering is limited to 15% of overall spend. Categories B, C and D are included in the second section of the skills development scorecard measuring the number of learners in those categories.

Table 5.3.1: Learning Programme Matrix

Category	Narrative Description	Delivery Mode	Learning Site	Learning Achievement
A Bursaries	Institution-based theoretical instruction alone - formally assessed by the institution	Institutional Instruction	Universities and colleges, schools, ABET providers	Recognised theoretical knowledge resulting in the achievement of a degree, diploma or certificate issued by an accredited or registered formal institution of learning
B Internships	Institution-based theoretical instruction as well as some practical learning with an employer or in a simulated work environment - formally assessed by the institution	Mixed mode delivery with institutional instruction as well as supervised learning in an appropriate workplace or simulated work environment	Universities and colleges, schools, ABET providers and workplace	Theoretical knowledge and workplace experience with set requirements resulting in the achievement of a degree, diploma or certificate issued by an accredited or registered formal institution of learning
C Learnerships	Recognised or registered structured experiential learning in the workplace that is required after the achievement of a qualification - formally assessed by a statutory occupational or professional body	Structured learning in the workplace with mentoring or coaching	Workplace	Occupational or professional knowledge and experience formally recognised through registration or licensing
D Learnerships or Apprenticeships	Occupationally-directed instructional and work based learning programme that requires a formal contract - formally assessed by an accredited body	Institutional instruction together with structured, supervised experiential learning in the workplace	Institution and workplace	Theoretical knowledge and workplace learning, resulting in the achievement of a SAQA registered qualification, a certificate or similar occupational or professional qualification issued by an accredited or registered formal institution of learning
E Work-Integrated Learning	Occupationally-directed instructional and work based learning programme that does not require a formal contract - formally assessed by an accredited body	Structured, supervised experiential learning in the workplace which may include some institutional instruction	Workplace, institutional as well as ABET providers	Credits awarded for registered unit standards, continued professional development, improved performance or skills (e.g. Evidence of outputs based on Performance Development Programme)
F Informal Training	Occupationally-directed informal instructional programmes	Structured information sharing or direct instruction involving workshops, seminars, conferences and short courses	Institutions, conferences and meetings	Continuing professional development, attendance certificates and credits against registered unit standards (in some instances)
G Informal Training	Work-based informal programmes	Informal training	Workplace	Increased understanding of job or work context or improved performance and skills

The EAP (Economically Active Population) target used for this verification was based on the 19th National EAP Targets as per annual CEE Report as provided by The Department of Labour. These racial demographics distribution are as follows:

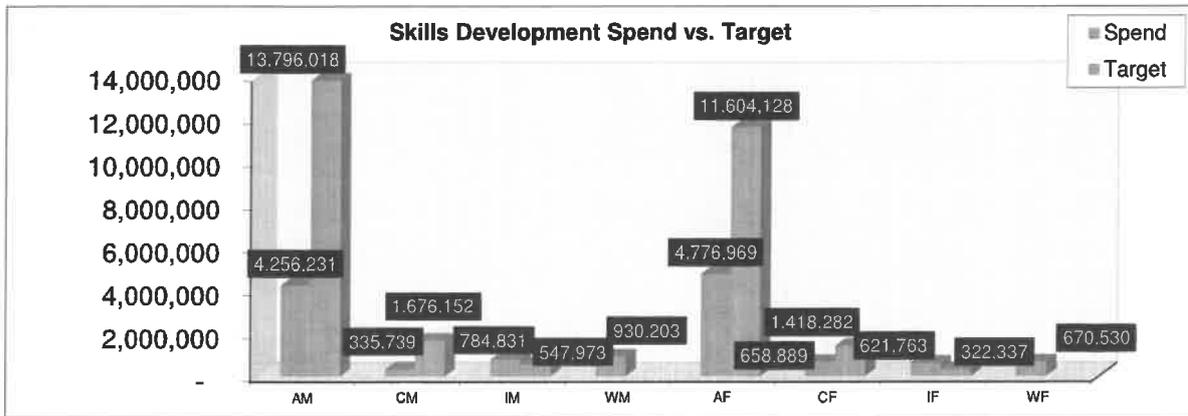
Table 5.3.2: EAP Targets

National EAP Targets as per annual CEE Report			
Race	Male	Female	Total
African	42.80%	36.00%	78.80%
Coloured	5.20%	4.40%	9.60%
Indian	1.70%	1.00%	2.70%
White	5.10%	3.90%	9.00%
Total	54.80%	45.30%	100.10%

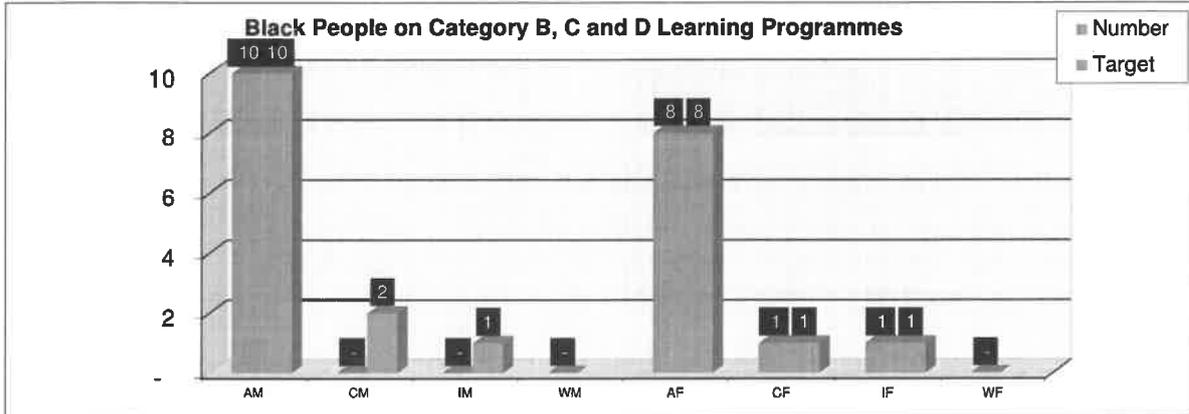
Table 5.3.3: Skills Development Scorecard

Measurement Category	Weight	Actual	Denominator	Target	Result	Points
Skills Development Expenditure on Black People as a % of Leivable Amount	8.00	10,898,138	489,414,827	6.00%	37.11%	2.97
Skills Development on Black People with disabilities as a % of Leivable Amount	4.00	792,459	489,414,827	0.30%	53.97%	2.16
Black People Participating in Learnerships, Apprenticeships and Internships as a % of Total Employees	4.00	17.84	772	2.50%	92.43%	3.70
Unemployed Black People Participating in the Learning Matrix as a % of Total Employees	4.00	19.30	772	2.50%	100.00%	4.00
Bonus Point: Number of Black People Absorbed	5.00	-	-	100.00%	0.00%	-
Total	20.00					12.82

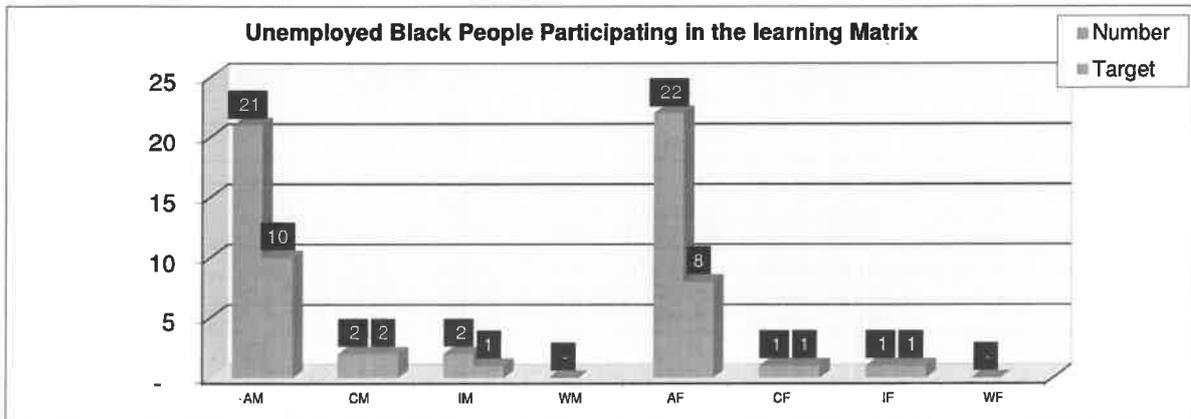
The allocation of skills development expenditure per race group against EAP target is represented by the following graph:



Of the total staff compliment of 772, which forms the baseline, 20 black people on category B, C and D learning programmes were identified for the period under review. The allocation of race group against EAP target is represented below:



Of the total staff compliment of 772, which forms the baseline, 49 unemployed black people participating in training specified in the learning matrix were identified for the period under review.



Adapt IT contributes towards broad based black economic empowerment in terms of the skills development of the company.

5.4 Enterprise and Supplier Development

5.4.1 Preferential Procurement :

All goods and services procured by the measured entity, other than any portion specifically excluded is measurable in calculating the Total Measured Procurement Spend (TMPS). Table 5.4.1.1 lists the items included in TMPS and table 5.4.1.2 lists permissible exclusions.

The following procurement is measurable within Total Measured Procurement Spend:

Table 5.4.1.1: Total Measured Procurement Spend

Description
Cost of Sales
Operational Expenditure
Capital Expenditure
Public Sector Procurement: all goods and services procured from organs of state and public entities listed in schedules 2 and 3 to the Public Finance Management Act of 1998
Monopolistic Procurement: all goods and services procured from suppliers that enjoy a monopolistic position are included in TMPS. Only procurement for organs of state or public entities that enjoy a statutory or regulated monopoly as listed in table 4.5.1.2 may be excluded
Third Party Procurement: all procurement for a third party where the cost of that procurement is recorded as an expense in the measured entity's annual financial statements
Labour Brokers and independent contractors
Pension and medical aid contributions, excluding any portions of such payments which are a contribution to a capital investment of the employee
Trade Commissions
Imports other than those excluded under permissible exclusions in table 5.4.1.2
Intra-group procurement: except where the procuring entity and the supplying entity form part of the same verification certificate

The following lists the permissible exclusions from Total Measured Procurement Spend.

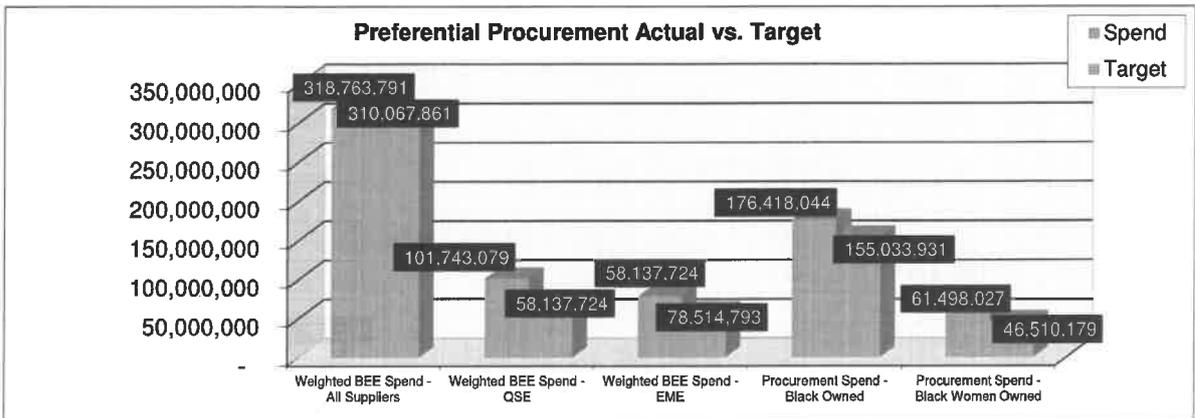
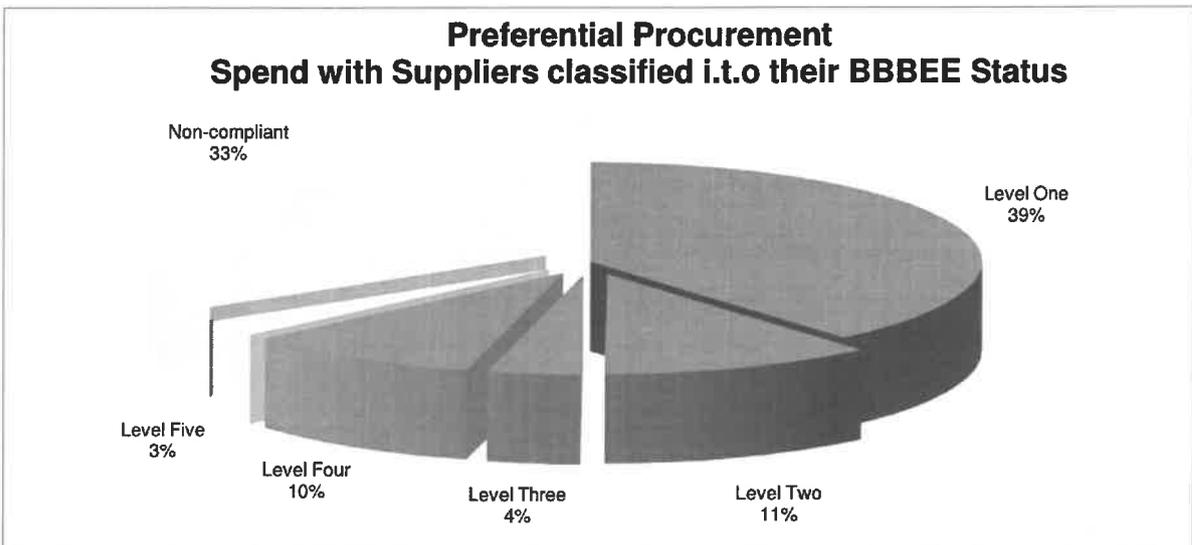
Table 5.4.1.2: Permissible Exclusions

Category	Description
A	Taxation
Public Sector Procurement	
B	All goods and services procured from organs of state and public entities listed in Schedule 1 of the PFMA Act of 1999
	All goods and services from any organ of state or public entity that enjoys a statutory or regulated monopoly
C	Salaries, wages, remunerations, and emoluments
D	Pass Through Third Party Procurement where such procurement is not recorded as an expense in the measured entity's annual financial statements
Empowerment Related Procurement	
E	Investments in or loans to an associated enterprise
	Investments, loans or donations qualifying for recognition under Enterprise Development or Socio-Economic Development
Imports	
F	Imported capital goods or components for value-added production in SA provided that there is no local production and that importing promotes further value-added production in SA
G	Imported goods and services that have different technical specifications to the locally produced goods or services.
H	Imported goods and services that have different technical specifications to the locally produced goods or services

The weighted BEE procurement spend constituted 82.24% of total measured procurement spend. The spend with suppliers in the different BBBEE status levels are listed below:

Table 5.4.1.3: Weighted BEE Procurement per Level

BBBEE Level	R Value	Recognition %	Weighted BEE Procurement	%
Level One	146,447,984	135%	200,317,099	37.8%
Level Two	42,613,727	125%	54,902,529	11.0%
Level Three	14,580,012	110%	16,218,024	3.8%
Level Four	36,861,897	100%	37,902,619	9.5%
Level Five	9,942,660	80%	8,952,143	2.6%
Non-compliant	126,847,461	0%	-	32.7%
Total	387,584,827		318,763,791	100.0%



Adapt IT contributes towards broad based black economic empowerment in terms of the preferential procurement of the company.

5.4.2 Supplier Development

Supplier Development means monetary or non-monetary contributions made to beneficiary entities, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries. Beneficiaries are classified as either EME's or QSE's with more than 51% Black Ownership. The Supplier Development type contributions are classified in table 5.4.2.1.

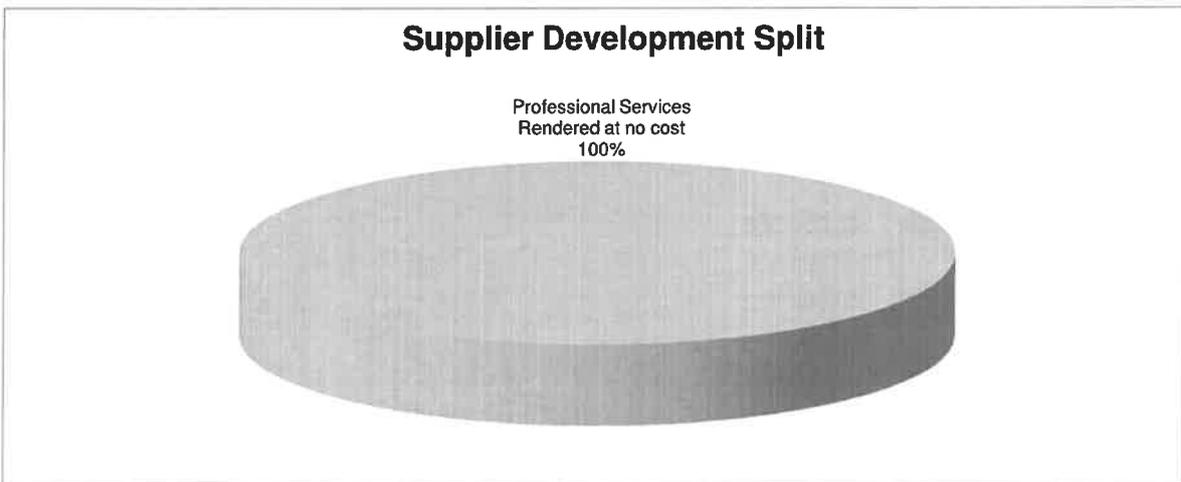
Table 5.4.2.1: Qualifying Contribution Types

Grant and Related Contributions	Equity Investments and Related Contributions
Grant Contribution	Minority Investment in Black Owned EME and QSE's
Direct Cost incurred	Minority Investment in other Enterprises
Discounts in addition to normal business practice	Enterprise Development Investment with lower dividend to Financier
Overhead Costs incurred	Contributions made in the form of Human Resource Capacity
Loans and Related Contributions	Professional Services Rendered at no cost
Interest Free Loan with no security requirements	Professional Services Rendered at a discount
Standard Loan to Black Owned EME and QSE's	Time of employees deployed in assisting beneficiaries
Standard Loan to other Beneficiaries	Other Contributions
Guarantees	Shorter payment periods (limited to 15% of points)
Lower Interest Rate	

The following Supplier development initiatives (monetary investments or quantifiable non-monetary support) were identified for the period under review at the time of the measurement.

Table 5.4.2.2: Supplier Development Contributions

Qualifying Contribution Type	Contribution
Professional Services Rendered at no cost	1,642,420
Total	1,642,420



Adapt IT contributes towards broad based black economic empowerment in terms of the enterprise development of the company.

5.4.3 Enterprise Development

Enterprise Development means monetary or non-monetary contributions made to beneficiary entities, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries. Beneficiaries are classified as either EME's or QSE's with more than 51% Black Ownership. The Supplier Development type contributions are classified in table 5.4.3.1

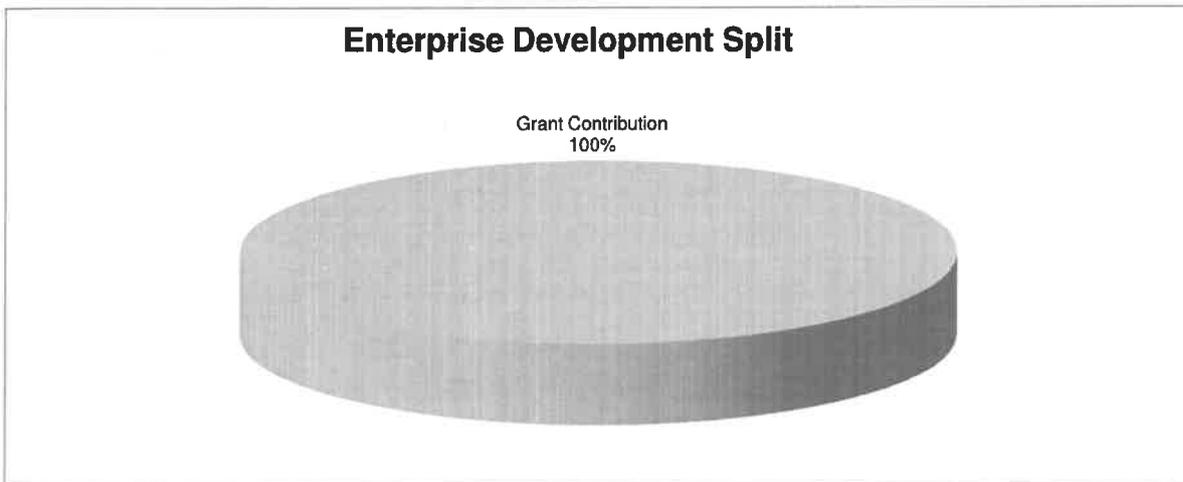
Table 5.4.3.1: Qualifying Contribution Types

Grant and Related Contributions	Equity Investments and Related Contributions
Grant Contribution	Minority Investment in Black Owned EME and QSE's
Direct Cost incurred	Minority Investment in other Enterprises
Discounts in addition to normal business practice	Enterprise Development Investment with lower dividend to Financier
Overhead Costs incurred	Contributions made in the form of Human Resource Capacity
Loans and Related Contributions	Professional Services Rendered at no cost
Interest Free Loan with no security requirements	Professional Services Rendered at a discount
Standard Loan to Black Owned EME and QSE's	Time of employees deployed in assisting beneficiaries
Standard Loan to other Beneficiaries	
Guarantees	
Lower Interest Rate	

The following Enterprise development initiatives (monetary investments or quantifiable non-monetary support) were identified for the period under review at the time of the measurement.

Table 5.4.3.2: Enterprise Development Contributions

Qualifying Contribution Type	Contribution
Grant Contribution	2,760,000
Total	2,760,000



Adapt IT contributes towards broad based black economic empowerment in terms of the enterprise development of the company.

5.5 Socio-Economic Development:**Level 1**

Socio-Economic Development means monetary or non-monetary contributions actually initiated and implemented in favour of beneficiaries with the specific objective of facilitating access to the economy for those beneficiaries.

The full value of the contribution is recognisable if at least 75% of the value directly benefits black people, if it is less than 75% the % that benefits black people is recognisable. Programmes are classified in table 5.5.1 and Contributions Types in table 5.5.2

Table 5.5.1: Socio-Economic Development Programmes

Category	Description
A	Development Programmes for women, youth, people with disabilities, people living in rural areas
B	Support of healthcare and HIV/AIDS programmes
C	support for education programmes, resources and materials at primary, secondary and tertiary education level as well as bursaries and scholarships
D	Community training, skills development for unemployed people and adult basic education and training
E	Support of arts, cultural or sporting development programmes

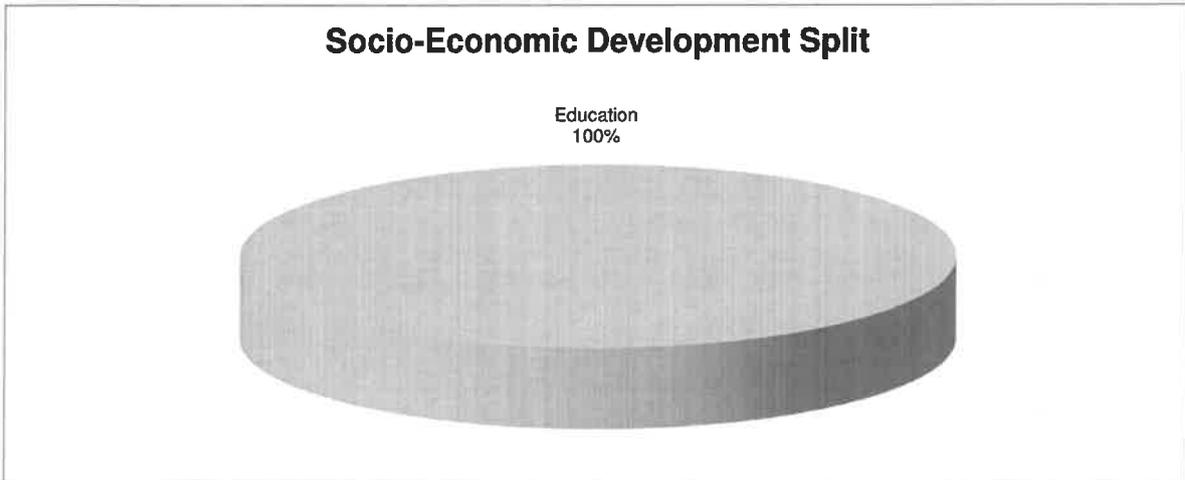
Table 5.5.2: Qualifying Contribution Types

Grant and Related Contributions	Contributions made in the form of Human Resource Capacity
Grant Contribution	Professional Services Rendered at no cost
Direct Cost incurred	Professional Services Rendered at a discount
Discounts in addition to normal business practice	Time of employees deployed in assisting beneficiaries
Overhead Costs incurred	

The following Socio-Economic Development initiatives were identified for the period under review.

Table 5.5.3: Socio-Economic Development Contributions

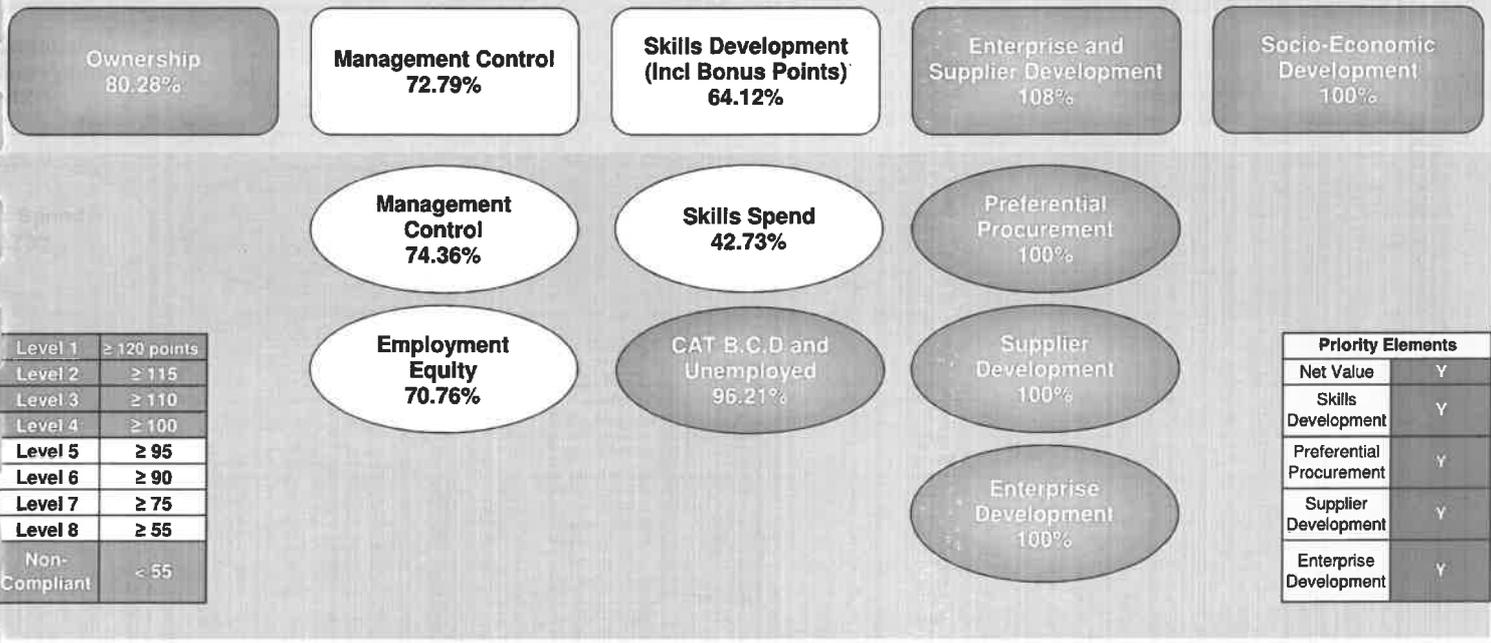
Initiative / Project	Contribution
Grant Contribution	1,699,500
Total	1,699,500



Adapt IT contributes towards broad based black economic empowerment in terms of the Socio-Economic Development of the company.

Amended ICT - Generic BBBEE Profile

Broad Based Black Economic Empowerment Score
115.64 points - Level 2 - Y.E.S enhanced to Level 1



Level 1	≥ 120 points
Level 2	≥ 115
Level 3	≥ 110
Level 4	≥ 100
Level 5	≥ 95
Level 6	≥ 90
Level 7	≥ 75
Level 8	≥ 55
Non-Compliant	< 55

Priority Elements	
Net Value	Y
Skills Development	Y
Preferential Procurement	Y
Supplier Development	Y
Enterprise Development	Y

Amended ICT - Generic Scorecard

Objective	Indicator	Weight	Actual Value	Actual Base	Target	Result	Points
Amended Black Economic Empowerment Contribution		130.0					115.64
Objective : Ownership		25.00				80.28%	20.07
Ownership	Exercisable Voting Rights by Black People	4.00	40.52%	100.00%	30.00%	100.00%	4.00
	Exercisable Voting Rights by Black Women	2.00	5.21%	100.00%	10.00%	52.07%	1.04
	Economic Interest to which Black People are entitled	4.00	40.10%	100.00%	30.00%	100.00%	4.00
	Economic Interest to which Black Women are entitled	2.00	5.14%	100.00%	10.00%	51.39%	1.03
	Economic Interest to which BDG's, EOS, BBOS and Co-op's are entitled	3.00	0.00%	100.00%	3.00%	0.00%	-
	Involvement in the ownership by Black New Entrants	2.00	4.81%	100.00%	2.00%	100.00%	2.00
	A - Net Value	8.00	40.10%	100.00%	30.00%	100.00%	8.00
	B - Economic Interest		40.10%	100.00%	30.00%	100.00%	
Objective : Management Control		23.00				72.79%	16.74
Objective: Board Participation and Other Executive Management		13.00				74.36%	9.67
Management Control	% Exercisable Voting Rights of Black Board Members	3.00	100.00%	100.00%	50.00%	100.00%	3.00
	% Exercisable Voting Rights of Black Women Board Members	2.00	50.00%	100.00%	25.00%	100.00%	2.00
	% Black Executive Directors	2.00	2	2	50.00%	100.00%	2.00
	% Black Women Executive Directors	1.00	1	2	25.00%	100.00%	1.00
	% Black Executive Management	3.00	3	9	60.00%	55.56%	1.67
	% Black Women Executive Management	2.00	-	9	30.00%	0.00%	-
Objective : Employment Equity		10.00				70.76%	7.08
Employment Equity	% Black People in Senior Management	2.00	3.99	8	60.00%	83.05%	1.66
	% Black Women in Senior Management	1.00	2.00	8	30.00%	83.33%	0.83
	% Black People in Middle Management	2.00	87.69	256	75.00%	45.67%	0.91
	% Black Women in Middle Management	1.00	33.35	256	38.00%	34.28%	0.34
	% Black People in Junior Management	1.00	196.76	336	88.00%	66.55%	0.67
	% Black Women in Junior Management	1.00	97.57	336	44.00%	66.00%	0.66
	Black People Living with Disabilities as a % of All Employees	2.00	22.00	772	2.00%	100.00%	2.00

Amended ICT - Generic Scorecard

Objective	Indicator	Weight	Actual Value	Actual Base	Target	Result	Points
Objective : Skills Development		20.00				64.12%	12.82
Skills Development	Skills Development Expenditure on Black People as a % of Leviale Amount	8.00	10,898,138	489,414,827	6.00%	37.11%	2.97
	Skills Development on Black People with disabilities as a % of Leviale Amount	4.00	792,459	489,414,827	0.30%	53.97%	2.16
	Black People Participating in Learnerships, Apprenticeships and Internships as a % of Total Employees	4.00	17.84	772	2.50%	92.43%	3.70
	Unemployed Black People Participating in the Learning Matrix as a % of Total Employees	4.00	19.30	772	2.50%	100.00%	4.00
	Bonus Point: Number of Black People Absorbed	5.00	-	-	100%	0.00%	-
Objective: Enterprise and Supplier Development		50.00				108.00%	54.00
Objective : Preferential Procurement		25.00				108.00%	27.00
Preferential Procurement	Weighted BEE Procurement Expenditure - All Suppliers	5.00	318,763,791	387,584,827	80.00%	100.00%	5.00
	Weighted BEE Procurement Expenditure - Qualifying Small Enterprises	3.00	101,743,079	387,584,827	15.00%	100.00%	3.00
	Weighted BEE Procurement Expenditure - Exempted Micro Enterprises	4.00	78,514,793	387,584,827	15.00%	100.00%	4.00
	Weighted BEE Procurement Expenditure - Suppliers that are at least 51% Black Owned	9.00	176,418,044	387,584,827	40.00%	100.00%	9.00
	Weighted BEE Procurement Expenditure - Suppliers that are at least 30% Black Women Owned	4.00	61,498,027	387,584,827	12.00%	100.00%	4.00
	Bonus Points: Procurement Expenditure from Designated Group Suppliers that are at least 51% Black Owned	2.00	26,269,028	387,584,827	2.00%	100.00%	2.00
Objective : Enterprise and Supplier Development		25.00				108.00%	27.00
Enterprise and Supplier Development	Annual Value of all Supplier Development Contributions as a % of NPAT	10.00	1,642,420	69,719,253	2.00%	100.00%	10.00
	Annual Value of all Enterprise Development Contributions as a % of NPAT	15.00	2,760,000	69,719,253	3.00%	100.00%	15.00
	Bonus Point: Graduation	1.00	Yes	Yes	Yes	100.00%	1.00
	Bonus Points: Creating New Jobs up to 10% of the Workforce	1.00	Yes	Yes	Yes	100.00%	1.00
Objective : Socio Economic Development		12.00				100.00%	12.00
Socio-Economic Development	Annual Value of all Socio-Economic Development Contributions as a % of NPAT	12.00	1,699,500	69,719,253	1.50%	100.00%	12.00

J. DECLARATION OF INTEREST – MBD 4 B

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

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

3.1	Full Name of bidder or his or her representative	Adapt IT (PTY) LTD
3.2	Identity Number (person submitting this declaration)	7204130221089
3.3	Position occupied in the Company (official/director/trustee/shareholder ²):	Divisional Executive
3.4	Company Registration Number	1996/006272/07
3.5	Tax Reference Number	9003225209
3.6	VAT Registration Number	4540158377
3.7	The names of all directors/ members/ trustee's/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below	

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

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

3.10	Do you or any director/ member/ trustee/ principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	<input checked="" type="checkbox"/>
3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principle shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	<input checked="" type="checkbox"/>
3.11.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state?	Yes	<input checked="" type="checkbox"/>
3.12.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	<input checked="" type="checkbox"/>
3.13.1	If yes, furnish particulars.		

3.14	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	<input checked="" type="checkbox"/>
3.14.1	If yes, furnish particulars.		

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

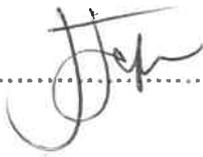
3.16	Was the supplier or any director/ member/ trustee/ principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	<input checked="" type="checkbox"/> No
3.16.1	If yes, furnish particulars.		

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

3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	<input checked="" type="checkbox"/> No
3.18.1	If yes, furnish particulars.		

4	MFMA Circular No 62 of July 2013 require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. A shareholder is defined as a person who owns shares in the company and is actively involved in the management of the company or business, and exercises control over the company.					
	Full name of directors / trustees / shareholders	Identity Number	% Share-holding in company	Personal Tax Reference Number	State Employee Number (Persal)	Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i>
1	Sibusiso Shablalala	7208165303084	N/A	3440079147		554281645
2	Nombali Mbambo	8201070471087	N/A	3712108145		83432514398
3	Antonio Vicente	7202235316085	N/A	2853404149		440858382
4						
5						
6						
7						
8						
9						
10						

I, the under signed, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's bid/registration may be rejected and in addition to the rejection that action may be taken against me/ my company should this declaration prove to be false.

Signature 

Date 11/08/2021

Capacity of Signatory Divisional Executive

Name of Bidder/Company/CC Name AdaptIT

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

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

Commissioner of Oaths

Signed and sworn to before me at Johannesburg

on this the 11 day of August 2021 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

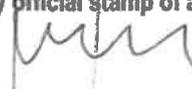
Commissioner of Oaths Stephanus Pienaar van der Merwe

Position: CAS

Address 642 Levinia Street
Garsfontein 0060

Tel: 0824557668

Apply official stamp of authority on this page:



COMMISSIONER OF OATHS (RSA)
Stephanus Pienaar van der Merwe
Chartered Accountant (SA)
642 Levinia Street
Garsfontein 0060

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

K. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

..... Q 2021/060: PROVISION OF CASEWARE

(Bid Number and Description)

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

I certify, on behalf of: Adapt IT (PTY) LTD..... that:

(Name of Bidder)

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

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

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

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

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

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

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

 Signature	11/08/2021 Date
Divisional Executive Position	AdaptIT Name of Bidder

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

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

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

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

1. GENERAL CONDITIONS

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

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

- 1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

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

3. POINTS AWARDED FOR PRICE

3.1 THE PREFERENCE POINT SYSTEM

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

80/20

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

Where

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

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: 1= 20 (maximum of 20 points)

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: Adapt IT (PTY) LTD

8.2 VAT registration number: 4540158377

8.3 Company registration number: .1996/Q06272/07

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

Software, Training and Consulting

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated: Midrand

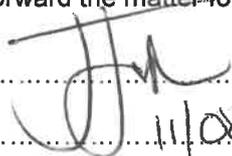
Registered Account Number: 554449814

Stand Number: 00000844-00000-00

8.8 Total number of years the company/firm has been in business: 25yrs

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

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

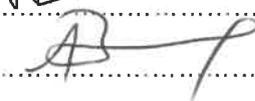
Signature of Bidders: 

DATE: 11/08/2021

ADDRESS: 152 14th Road, Midrand

WITNESSES:

1. 

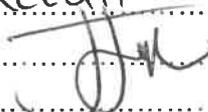
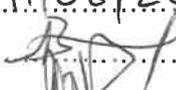
2. 

M. CONTRACT FORM RENDERING OF SERVICES (MBD 7.2)

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

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

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

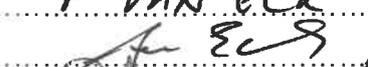
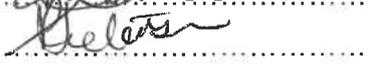
Name Jodi Joseph
Capacity Divisional Executive
Signature 
Company name Adapt I
Date 11/08/2021
Witness 1  Date 11/08/2021
Witness 2  Date 11/08/2021

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, **F van Eck** in my capacity as **Executive Director Technical Services** accept your bid under reference number **Q 2021/060** dated **06/08/2021** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Q 2021/060: PROVISION OF CASEWARE	R114173.15	30 June 2022	1	Not applicable

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

Signed at STELLENBOSCH on 25.10.2021
 Name (Print) F. VAN ECK
 Signature 
 Witness 1  Date 25/10/2021
 Witness 2  Date 25/10/2021

Description	PRICE SCHEDULE		Sub-total	VAT	Total Cost
	Qty	Unit Cost			
GRAP Template for Municipalities - Annual Renewal (full year). Installation support is included	1	R	R 52,724.00	R 7908.60	R 52,724.00
CaseWare Working Papers (including Connector) - Annual Renewal (full year) . Installation support is included	5	R	R 9117.00	R 6837.75	R 45,585.00
Software Distribution Fee CaseWare	1	R	R 972	R145.80	R 1972.04-13
Total					R 114,173.15

N. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
Sibusiso Shablalala	33rd Culross Road Bryanston Gauteng	554281645	Johannesburg
Nombali Mbambo	18 Villageway Sunningdale Durban North KZN 4051	83432514398	Ethekwini Municipality
Antonio Vicente	No 29 Vincent Avenue Sandton	4408858382	Johannesburg

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

DECLARATION:

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

.....
Signature

11/08/2021
Date

Divisional Executive

AdqIT
Name of Bidder



a world class African city

Computer generated
COPY OF TAX INVOICE

BROWNSTONE FINANCE PTY LTD
152 GEORGE ROAD
RANDJESFONTEIN 405-JR
1687

You can contact us in the following ways

- Phone: Tel: 0860 56 28 74 Fax: (011) 358-3408/9
- E-mail: joburgconnect@joburg.org.za
- Correspondence: P-O BOX 5000 JOHANNESBURG 2000

VAT NO. CITY OF JOHANNESBURG: 4760117194 VAT NO. FIK/TEP: 4760191292
VAT NO. JOHANNESBURG WATER: 4270191077 VAT NO. CITY POWER: 4210101182

Date	2021/06/15
Statement for	June 2021
Physical Address	152 FOURTEENTH STREET
Stand No./Portion	00000844 - 00000 - 00
Township	ERAND GARDENS EXT.33

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
52843 m2	1	2018/08/06	A1	Market Value R 207 900,000.00	REGION A WARD 112

Invoice Number: 600001973928 Next Reading Date: 2021/06/22
Client VAT Number: Deposit: R 18 600,36

Account Number: 554449814

Previous Account Balance
Less: Incoming Payment (Last Payment Made 2021/05/21)
Sub Total
Current Charges (Excl. VAT)
VAT @ 15%

SIMPHIWE NDLELA
COMMISSIONER OF OATHS
CA(SA)
BARLOWORLD TRANSPORT
14 WRENCH ROAD
ISANDO
KEMPTON PARK
TEL: 010 493 0366

PIN CODE: xxxxxx

603,535.38
9,294,424.31
8,690,888.93
8,323,373.64
620,221.79

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due
0.00	0.00	0.00	252,706.50	0.00	252,706.50	252,706.50
						Due Date
						2021/06/22

The City of Johannesburg is calling on all long term lessee customers to urgently provide us with information. For more info, pls visit www.joburg.org.za

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Date: 11.08.21 Sign: [Signature]



Remittance Advice:

This stub must accompany payment, please do not detach if paying at the post office



EasyPay 91115 5544498149



Postal Office 0146 554449814

Date: 2021/06/15 BROWNSTONE FINANCE PTY LTD
Acc. No.: 554449814 152 FOURTEENTH STREET

Standard Bank - City of Johannesburg Banking details

Internet banking - Use the banks pre-issued Company details
SBSA branch deposits - CIN no AA45 to be used in place of bank acc no
Client Account No/Deposit Reference 554449814



51600880011159 55444981408

Total Due 252,706.50
Due Date 2021/06/22

SIMPHIWE NDLELA
COMMISSIONER OF OATHS
CA(SA)
BARLOWORLD TRANSPORT
14 WRENCH ROAD
ISANDO
KEMPTON PARK
TEL: 010 493 0366

Account Number: 554449814

City of Johannesburg

Property Rates

VAT 4760117194 Sub - Total

Total Amount

Category of Property: Property Rates Business

The property rates are based on the market values of the property and are calculated as follows:

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R 207,900,000.00 X R 0.0201470 / 12 (Billing Period 2021/06)	349,046.78
R 207,900,000.00 X R 0.0201470 / 12 (Billing Period 2021/05)	349,046.78
R 207,900,000.00 X R 0.0201470 / 12 (Billing Period 2021/04)	349,046.78
R 207,900,000.00 X R 0.0201470 / 12 (Billing Period 2021/03)	349,046.78
R 207,900,000.00 X R 0.0201470 / 12 (Billing Period 2021/02)	349,046.78
R 207,900,000.00 X R 0.0201470 / 12 (Billing Period 2021/01)	349,046.78
R 207,900,000.00 X R 0.0201470 / 12 (Billing Period 2020/07)	349,046.78
R 207,900,000.00 X R 0.0201470 / 12 (Billing Period 2020/08)	349,046.78
R 207,900,000.00 X R 0.0201470 / 12 (Billing Period 2020/09)	349,046.78
R 207,900,000.00 X R 0.0201470 / 12 (Billing Period 2020/10)	349,046.78
R 207,900,000.00 X R 0.0201470 / 12 (Billing Period 2020/11)	349,046.78
R 207,900,000.00 X R 0.0201470 / 12 (Billing Period 2020/12)	349,046.78

Date: 11-08-21

Sign: _____

VAT: 0 %

0.00

4,188,561.36

City Power

Electricity

VAT 4710191182 Sub - Total

Total Amount

(Reading period = 2020/06/01 to 2021/06/04 = 369 days)

Energy meter readings and consumption: Meter no 63148106 start reading 2,840,422.000 and end reading 3,773,864.000 = 933,442.000 kWh - Actual Reading

Reactive meter readings and consumption: Meter no 63148106 start reading 57.000 and end reading 100.801 = 43.801 kVArh - Estimated Reading

Daily average consumption 2529.653 kWh

Daily average consumption 0.119 kVArh

Charges for 933,442.000 kWh are based on a non-sliding scale for a 369 day period

Charges for 43.801 kVArh are based on a non-sliding scale for a 369 day period

Energy charge 63,241.379 kWh @ R 1.4048 (Billing Period 2021/06)	88,841.49
Energy charge 10,118.620 kWh @ R 1.6627 (Billing Period 2021/06)	16,824.23
Reactive energy charge 4.573 kVArh @ R 0.0000	0.00
Demand charge Energy charge 484.300 kVA @ R 210.15	97,572.65
Service charge	5,699.94
Network Surcharge kWh	4,401.60
Energy charge 70,830.000 kWh @ R 1.4048 (Billing Period 2021/05)	99,501.98
Reactive energy charge 3.974 kVArh @ R 0.0000	0.00
Demand charge Energy charge 723.600 kVA @ R 210.15	152,064.54
Service charge	5,699.94
Network Surcharge kWh	4,249.80
Energy charge 88,538.000 kWh @ R 1.4048 (Billing Period 2021/04)	124,378.18
Reactive energy charge 5.703 kVArh @ R 0.0000	0.00
Demand charge Energy charge 723.600 kVA @ R 210.15	152,064.54
Service charge	5,699.94
Network Surcharge kWh	5,312.28
Energy charge 70,830.000 kWh @ R 1.4048 (Billing Period 2021/03)	99,501.99
Reactive energy charge 3.875 kVArh @ R 0.0000	0.00
Demand charge Energy charge 723.600 kVA @ R 210.15	152,064.54
Service charge	5,699.94
Network Surcharge kWh	4,249.80

Energy charge 70.831.000 kWh @ R 1.4048 (Billing Period 2021/02)	99,503.39	
Reactive energy charge 4.023 kVArh @ R 0.0000	0.00	
Demand charge Energy charge 723.600 kVA @ R 210.15	152,064.54	
Service charge	5,699.94	
Network Surcharge kWh	4,249.86	
Energy charge 86,008.000 kWh @ R 1.4048 (Billing Period 2021/01)	120,824.04	
Reactive energy charge 4.766 kVArh @ R 0.0000	0.00	
Demand charge Energy charge 723.600 kVA @ R 210.15	152,064.54	
Service charge	5,699.94	
Network Surcharge kWh	5,160.48	
Energy charge 73,360.000 kWh @ R 1.4048 (Billing Period 2020/12)	103,056.13	
Reactive energy charge 4.268 kVArh @ R 0.0000	0.00	
Demand charge Energy charge 723.600 kVA @ R 210.15	152,064.54	
Service charge	5,699.94	
Network Surcharge kWh	4,401.80	
Energy charge 91,067.000 kWh @ R 1.4048 (Billing Period 2020/11)	127,930.92	
Reactive energy charge 2.907 kVArh @ R 0.0000	0.00	
Demand charge Energy charge 723.600 kVA @ R 210.15	152,064.54	
Service charge	5,699.94	
Network Surcharge kWh	5,464.02	
Energy charge 65,771.000 kWh @ R 1.4048 (Billing Period 2020/10)	92,395.10	
Reactive energy charge 2.124 kVArh @ R 0.0000	0.00	
Demand charge Energy charge 737.700 kVA @ R 210.15	155,027.66	
Service charge	5,699.94	
Network Surcharge kWh	3,946.26	
Energy charge 63,241.379 kWh @ R 1.6627 (Billing Period 2020/09)	105,151.44	
Energy charge 10,118.620 kWh @ R 1.4048 (Billing Period 2020/09)	14,214.64	
Reactive energy charge 2.370 kVArh @ R 0.0000	0.00	
Demand charge Energy charge 737.700 kVA @ R 210.15	155,027.66	
Service charge	5,699.94	
Network Surcharge kWh	4,401.60	
Energy charge 73,360.000 kWh @ R 1.6627 (Billing Period 2020/08)	121,975.67	
Reactive energy charge 2.257 kVArh @ R 0.0000	0.00	
Demand charge Energy charge 737.700 kVA @ R 210.15	155,027.66	
Service charge	5,699.94	
Network Surcharge kWh	4,401.60	
Energy charge 75,899.736 kWh @ R 1.5653 (Billing Period 2020/07)	118,790.21	
Energy charge 20,237.263 kWh @ R 1.6627 (Billing Period 2020/07)	33,648.50	
Reactive energy charge 2.957 kVArh @ R 0.0000	0.00	
Demand charge Energy charge 737.700 kVA @ R 210.15	155,027.66	
Service charge	5,699.94	
Network Surcharge kWh	4,553.38	
Network Surcharge kWh	1,214.24	
VAT: 15.00%	490,961.82	3,764,040.59

SIMPHIWE NDLELA
COMMISSIONER OF OATHS
CA(SA)
BARLOWORLD TRANSPORT
14 WRENCH ROAD
ISANDO
KEMPTON PARK
TEL: 010 493 0366

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Date: 11.08.21 Sign: 

Johannesburg Water
Water & Sanitation

VAT 4270103177 Sub - Total **Total Amount**

(Reading period = 2020/05/11 to 2021/05/15 = 370 days)
 Meter readings and consumption: Meter no 18788930 start reading 11,753.000
 and end reading 21,415.000 = 9,662.000 KL - Actual Reading
 Daily average consumption 25 114 KL
 Charges for 9,662.000 KL are based on a sliding scale for a 370 day period
 Step 1 200.000 KL @ R 44.970 (Billing Period 2021/06) Step 2 471.000 KL @ R 47.440
 Demand Management Levy 234.07
 Step 1 200.000 KL @ R 44.970 (Billing Period 2021/05) Step 2 548.000 KL @ R 47.440
 Demand Management Levy 234.07
 Step 1 200.000 KL @ R 44.970 (Billing Period 2021/04) Step 2 822.000 KL @ R 47.440

31,338.24
 34,991.12
 47,989.68

Demand Management Levy	234.07	
Step 1 200.000 KL @ R 44.970 (Billing Period 2021/03) Step 2 337.000 KL @ R 47.440	24,981.28	
Demand Management Levy	234.07	
Step 1 200.000 KL @ R 44.970 (Billing Period 2021/02) Step 2 664.000 KL @ R 47.440	40,494.16	
Demand Management Levy	234.07	
Step 1 200.000 KL @ R 44.970 (Billing Period 2021/01) Step 2 515.000 KL @ R 47.440	33,425.60	
Demand Management Levy	234.07	
Step 1 200.000 KL @ R 42.190 (Billing Period 2020/07) Step 2 984.000 KL @ R 44.500	52,226.00	
Demand Management Levy	234.07	
Step 1 200.000 KL @ R 42.190 (Billing Period 2020/08) Step 2 76.666 KL @ R 44.500	11,849.67	
Step 1 200.000 KL @ R 44.970 (Billing Period 2020/08) Step 2 270.333 KL @ R 47.440	21,818.61	
Demand Management Levy	234.07	
Step 1 200.000 KL @ R 44.970 (Billing Period 2020/09) Step 2 545.000 KL @ R 47.440	34,848.80	
Demand Management Levy	234.07	
Step 1 200.000 KL @ R 44.970 (Billing Period 2020/10) Step 2 565.000 KL @ R 47.440	35,797.60	
Demand Management Levy	234.07	
Step 1 200.000 KL @ R 44.970 (Billing Period 2020/11) Step 2 591.000 KL @ R 47.440	37,031.04	
Demand Management Levy	234.07	
Step 1 200.000 KL @ R 44.970 (Billing Period 2020/12) Step 2 673.000 KL @ R 47.440	40,921.12	
Demand Management Levy	234.07	
Charges for 9,662.000 KL are based on a sliding scale for a 370 day period		
Sewer monthly charge based on Water 671.000 units (Billing Period 2021/06)	22,559.02	
Sewer monthly charge based on Water 748.000 units (Billing Period 2021/05)	25,147.76	
Sewer monthly charge based on Water 1,022.000 units (Billing Period 2021/04)	34,359.64	
Sewer monthly charge based on Water 537.000 units (Billing Period 2021/03)	18,053.94	
Sewer monthly charge based on Water 864.000 units (Billing Period 2021/02)	29,047.68	
Sewer monthly charge based on Water 715.000 units (Billing Period 2021/01)	24,038.30	
Sewer monthly charge based on Water 1,184.000 units (Billing Period 2020/07)	37,343.36	
Sewer monthly charge based on Water 276.666 units (Billing Period 2020/08)	8,726.07	
Sewer monthly charge based on Water 470.333 units (Billing Period 2020/08)	15,812.61	
Sewer monthly charge based on Water 745.000 units (Billing Period 2020/09)	25,046.90	
Sewer monthly charge based on Water 765.000 units (Billing Period 2020/10)	25,719.30	
Sewer monthly charge based on Water 791.000 units (Billing Period 2020/11)	26,593.42	
Sewer monthly charge based on Water 873.000 units (Billing Period 2020/12)	29,350.26	
VAT: 15.00%	115,848.00	886,168.02

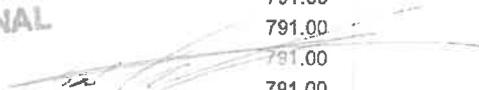
SIMPHIWE NDLELA

COMMISSIONER OF OATHS
CA(SA)

BARLOWORLD TRANSPORT 191292
14 WRENCH ROAD
ISANDO

KEMPTON PARK
TEL: 010 493 0366

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Date: 11.08.21 Sign: 

**PIKITUP
Refuse**

WASTE MANAGEMENT SERVICE

City cleaning levy	791.00	
VAT: 15.00%	1,423.80	10,915.80

**City of Johannesburg
Sundry**

VAT 478017100	Sub - Total	Total Amount
---------------	--------------------	---------------------

Surcharge on business services, excluding property rates	1,077.94	
Surcharge on business services, excluding property rates	1,202.78	
Surcharge on business services, excluding property rates	1,646.98	
Surcharge on business services, excluding property rates	860.71	
Surcharge on business services, excluding property rates	1,390.83	
Surcharge on business services, excluding property rates	1,149.28	
Surcharge on business services, excluding property rates	1,791.39	
Surcharge on business services, excluding property rates	1,164.14	
Surcharge on business services, excluding property rates	1,197.92	
Surcharge on business services, excluding property rates	1,230.34	
Surcharge on business services, excluding property rates	1,272.49	
Surcharge on business services, excluding property rates	1,405.43	
Surcharge on business services, excluding property rates	4,194.58	
Surcharge on business services, excluding property rates	5,161.15	
Surcharge on business services, excluding property rates	5,658.67	
Surcharge on business services, excluding property rates	5,161.15	
Surcharge on business services, excluding property rates	5,161.18	
Surcharge on business services, excluding property rates	5,587.59	
Surcharge on business services, excluding property rates	15.82	
Surcharge on business services, excluding property rates	5,669.88	
Surcharge on business services, excluding property rates	5,617.69	
Surcharge on business services, excluding property rates	15.82	
Surcharge on business services, excluding property rates	15.82	
Surcharge on business services, excluding property rates	5,232.23	
Surcharge on business services, excluding property rates	5,713.91	
Surcharge on business services, excluding property rates	5,062.45	
Surcharge on business services, excluding property rates	6,263.32	
VAT: 15.00%	11,988.17	91,909.66

Current Charges (including VAT)

8,943,595.43

SIMPHIWE NDLELA
COMMISSIONER OF OATHS
CA(SA)
BARLOWORLD TRANSPORT
14 WRENCH ROAD
ISANDO
KEMPTON PARK
TEL: 010 493 0366

**CERTIFIED A TRUE COPY
OF THE ORIGINAL**

Date: 11.08.21 Sign: 

Where can a payment be made?
Any CoJ Office; any Post Office; any EasyPay site; any bank (branch, ATM or internet site).
YOUR ACCOUNT NUMBER IS YOUR REFERENCE NUMBER

How to make a payment
By debit order, cash or debit card.
KEEP ALL RECEIPTS FOR FUTURE REFERENCE

When to make a payment
Payments must reach the CoJ on or before the due date.

Change of address
This must be done timeously, in writing and submitted to any CoJ Municipal Regional Office.

Terminating electricity and water services?
This must be done in writing 7 working days before the date you want your services terminated and submitted to any CoJ Municipal Regional Office.

Joburg

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TAX INVOICE

MSHENGU FAMILY TRUST
33D CULROSS ROAD
BRYANSTON
2191

You can contact us in the following ways

Phone:
Tel: 0860 56 28 74
Fax: (011) 358-3408/9

Correspondence:
P O BOX 5000
JOHANNESBURG
2000

E-mail:
joburgconnect@joburg.org.za

VAT NO: CITY OF JOHANNESBURG: 4760117194
VAT NO: JOHANNESBURG WATER: 4270191077

VAT NO: PIKITUP: 4790191292
VAT NO: CITY POWER: 4710191182

Date	2021/06/03
Statement for	June 2021
Physical Address	33D CULROSS ROAD
Stand No./Portion	00000856 - 00008 - 00
Township	BRYANSTON

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
1819 m2	1	2018/07/01	E1	Market Value R 8,620,000.00	Region E WARD 106

Invoice Number: 124004550945

Next Reading Date: 2021/06/18

Client VAT Number:

Deposit: R 600.00

Account Number: 554281645

PIN CODE: 283465

Previous Account Balance

- 13,184.21

Sub Total

- 13,184.21

Current Charges (Excl. VAT)

6,846.34

VAT @ 15%

193.85

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING
0.00	0.00	0.00	-6,144.02	0.00	-6,144.02

Total Due

- 6,144.02

Due Date

2021/06/18

The City of Johannesburg is calling on all long term lessee customers to urgently provide us with information. For more info, pls visit www.joburg.org.za

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Remittance Advice:

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please do not detach if paying at the post office



EasyPay 91115 5542816458



Postal Office 0146 554281645



516008800111159 55428164502

Date: 2021/06/03

MSHENGU FAMILY TRUST

Acc. No.: 554281645

33D CULROSS ROAD



Standard Bank City of Johannesburg Banking details:

Internet banking - Use the banks pre-loaded Company details
SBSA branch deposits - CIN no AA45 to be used in place of bank acc. nr.
Client Account No/Deposit Reference 554281645

Total Due

- 6,144.02

Due Date

2021/06/18

AFFIDAVIT

I, Sibusiso Shabalala, ID Number 7208165303084, declare under oath in English the following

I confirm that I am resident at the following address

**33d Culross Road
Bryanston
Gauteng
2191**

The property above is owned by the Mshengu Family Trust and the municipal account is attached.

I am familiar with ^s ^b ^a rstand the contents of this declaration. I have no objection to taking the prescribed oath ^b ^d ^g to my conscience.



Place: Midran

I certify that the above statement was taken from me and that the deponent has acknowledged that he knows and understands the contents of the statement. The statement was sworn to before me and deponents signature was placed thereon in my presence



Commissioner of Oaths

COMMISSIONER OF OATHS

Z. Steyl

Commissioner of Oaths
4 & 5 Rydall Vale Office Park
Rydall Vale Crescent
La Lucia Ridge
Kwazulu-Natal
South Africa

28 June 2021

COMMISSIONER OF OATHS

Z. Steyn

Commissioner of Oaths
4 & 5 Rydall Vale Office Park
Rydall Vale Crescent
La Lucia Ridge
Kwazulu-Natal
South Africa

CERTIFIED ORIGINAL COPY

GEREGISTREERDE WOON- EN POSADRES

1. Bewaar die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie sakkie
2. Indien u van adres verander het, of indien besproefde veld 1 nadjeg adres by straatnaam en/of nommer, eno verander het moet die vorm **KEWISSEWING VAN ADRESVERANDERING** wat in die sakkie agter in die identiteitsdokument gebruik word om die verandering aan te toon in twee oorgedien word by of naas die kantoor van die **REGERING VAN DIE DEPARTEMENT VAN BINNELANDE SAKKE**

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket
2. If you have changed your address or if part(s) of your present address, e.g. name of street and/or street number, etc. have been changed the **NOTICE OF CHANGE OF ADDRESS** form in this pocket at the back of the identity document must be used to report the change and it must be handed in at or posted to the nearest regional/district office of the **DEPARTMENT OF HOME AFFAIRS**

1

I.D.No. 720816 5303 08 4



S. A. BURGER/S. A. CITIZEN

VAN/SURNAME

SHABALALA

VOORNAME/FORENAMES

SIBUSISO

GESKOORTEDISTRIK OF-LAND/
DISTRICT OR COUNTRY OF BIRTH

SOUTH AFRICA

GEBOORTEDATUM/DATE OF BIRTH 1972-08

DATUM UITGEDEK
DATE ISSUED

1988-08-24

UITGEDEK OP BESAS VAN
ISSUED BY AUTHORITY OF
REKLEUR-GENERAAL
DIRECTOR GENERAL

REKLEUR-GENERAAL
DIRECTOR GENERAL
BINNELANDE SAKKE
DEPARTMENT OF HOME AFFAIRS

Tax Invoice

Tax Invoice No. : 8343251439820/06/01

MR DMS MBAMBO
18 VILLAGE WAY
UMHLANGA ROCKS
4319

**THE METRO BILL
REVENUE DEPARTMENT**
PO Box 828, Durban, 4000
Tel: (031)324 5000
<http://correspondence.durban.gov.za:200/>
Web: www.durban.gov.za
Council VAT Registration No.: 488 019 3505



Post Office Allocation code 0018



83432514398



>>>>9 1800 834 325 143 982

1 1350 0834 3251 4398



Your Bill Details

Date	Account Number	VAT Number	Guarantee (R)	Deposit (R)
2020/06/07	83432514398	N/A	0.00	2,559.96

Reference	Details	Amount (R)
	Balance brought forward	4,078.06
	Balance now overdue and payable immediately	4,078.06
	Current month's charges (from detailed invoices)	3,513.57
	VAT	285.17
	Total current month's charges	3,798.74
	Total	7,876.80

Current month's charges payable by 2020/06/28

IMPORTANT : Please note that your account is in arrears. Should payment not be received, we advise that we intend to cut off or restrict your service after 14 days.

Our statement date has been changed to align with our meter reading dates.

2020/2021 Rates rebate renewal for senior citizens, disability and medically boarded applicants will be done automatically for all EXISTING rebate beneficiaries due to Covid-19 Lockdown

All card payments exceeding R2500 per account per month will attract an administrative charge
 Enquiries: General - Tel: 031 324 5000 (07:30 to 16:30 Monday to Friday) and (07:30 to 11:30 Saturday)
 Rates Queries: 031 311 1111 / Water Queries: 080 131 3013 / Electricity Queries: 080 1313 111 (Faults/outages/Street Lights, etc)
 Email: custocare@elec.durban.gov.za

MAKE
THINGS
HAPPEN

NEDBANK

Payment Methods:

- 1) Pay at Nedbank Branches by completing a Nedbank Deposit Slip to pay 'eThekweni Municipality' (bank account number is not required) OR
- 2) Pay electronically via your Banks payment platforms: Select the pre-defined Beneficiary (eThekweni Municipality) linked to Nedbank EFT Bank Account Number 1107821126 OR
- 3) Pay via SWIFT address NEDSZAJJ to Nedbank EFT Bank Account Number 1107821126.

NB: It is mandatory that you quote your Metro Bill account number in the reference field when submitting your payment.

MR DMS MBAMBO
83432514398



59492S | Energy | Not Read | Not Read | Not Read | Not Read | 1.00 | Not Read

Service from 2020/05/05 to 2020/06/05 31 days Daily Average: 24.28 kWh/day

Description	Units	Rate (R)	Amount (R)
Energy charge for estimated consumption (2020/05/05 to 2020/06/05)	753.00000 kWh	1.7143 /kWh	1,290.87*

*** - Cleansing & Solid Waste Unit**

1748182:18 VILLAGE WAY, SUNNINGDALE(P), UMHLANGA ROCKS(P) ;

Description	Units	Rate (R)	Amount (R)
DOMESTIC REFUSE ~ UNITS	-	-	192.16*

*** Raised on items marked with ASTERISK(*)** **285.17**

AFFIDAVIT

I, Nombali Mbambo, ID Number 8201070471087, whose residential address is as follows;

18 Villageway
Sunningdale
Durban North
KZN
4051

Declare under oath in English

That I reside with my husband at the above address and the Municipal Account we receive from Ethekewini Municipality is in the name of my husband, DMS Mbambo.

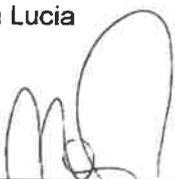
I am familiar with, and understand the contents of this declaration. I have no objection to taking the prescribed oath. I consider the prescribed oath as binding to my conscience.

Place: La Lucia

Signature:  _____

I certify that the above statement was taken from me and that the deponent has acknowledged that she knows and understands the contents of the statement. The statement was sworn to before me and deponents signature was placed thereon in my presence

Place: La Lucia



Commissioner of Oaths

COMMISSIONER OF OATHS

Z. Steyl

Commissioner of Oaths
4 & 5 Rydall Vale Office Park
Rydall Vale Crescent
La Lucia Ridge
Kwazulu-Natal
South Africa

28 June 2021



REPUBLIC OF SOUTH AFRICA
NATIONAL IDENTITY CARD

MIBAMBO
NOMBALI

RSA
9201070471087

07 JAN 1982

RSA
CITIZEN



COMMISSIONER OF OATHS

Z. Steyl

Commissioner of Oaths
4 & 5 Rydall Vale Office Park
Rydall Vale Crescent
La Lucia Ridge
Kwazulu-Natal
South Africa

CERTIFIED ORIGINAL COPY



a world class African city

Computer generated
TAX INVOICE

VICENTE AMGDA
PO BOX 651156
BENMORE
2010

You can contact us in the following ways

Phone:
Tel: 0860 56 28 74
Fax: (011) 358-3408/9

Correspondence:
P O BOX 5000
JOHANNESBURG
2000

E-mail:
joburgconnect@joburg.org.za

VAT NO: CITY OF JOHANNESBURG: 4760117194
VAT NO: JOHANNESBURG WATER: 4270191077

VAT NO: PIKITUP: 4790191292
VAT NO: CITY POWER 4710191182

Date	2021/05/05
Statement for	May 2021
Physical Address	29 VINCENT AVENUE
Stand No./Portion	00000064 - 00000 - 00
Township	DUXBERRY

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
2114 m2	1		E1		Region E WARD 103

Invoice Number: 178004923494

Next Reading Date: 2021/05/20

Client VAT Number:

Deposit: R 376.00

Account Number: 440858382

PIN CODE: 763734

Previous Account Balance	5,384.53
Less: Incoming Payment (Last Payment Made 2021/04/26)	- 5,384.53
Sub Total	0.00
Current Charges (Excl. VAT)	8,238.46
VAT @ 15%	1,235.77

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due
0.00	0.00	0.00	9,474.23	0.00	9,474.23	9,474.23
						Due Date
						2021/05/20

City offers debt rehabilitation for customers whose accounts are in arrears. Qualifying customers to apply from 1/5/21 to 31/7/21. For more info, go to www.joburg.org.za



Remittance Advice:

This stub must accompany payment, please do not detach if paying at the post office



EasyPay 91115 4408583823



Postal Office 0146 440858382



51600880011159 44085838208

Date: 2021/05/05 VICENTE AMGDA
Acc. No.: 440858382 29 VINCENT AVENUE

Standard Bank City of Johannesburg Banking details:

Internet banking - Use the banks pre-loaded Company details
SBISA branch deposits - CIN no AA45 to be used in place of bank acc. nr.
Client Account No./Deposit Reference 440858382

Total Due 9,474.23
Due Date 2021/05/20

AFFIDAVIT

I, Antonio Miguel Gomes De Almeida Vicente, ID No: 7202235316085, declare under oath in English the following:

I confirm that I am resident at the following address:

No 29 Vincent Avenue

Duxberry

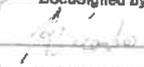
Sandton

2191

I own the above-mentioned property and the municipal account attached reflects my postal address.

I am familiar with and understand the contents of this declaration. I have no objection to taking the prescribed oath as binding to my conscience.

Signature: _____

DocuSigned by:

ACB45C8340844B6

Place: Sandton

I certify that the above statement was taken from me and that the deponent has acknowledged that he knows and understands the contents of the statement. The statement was sworn to before me and deponent's signature was placed thereon in my presence.



Commissioner of Oaths

SIMPHIWE NDLELA
COMMISSIONER OF OATHS
CA(SA)
BARLOWORLD TRANSPORT
14 WRENCH ROAD
ISANDO
KEMPTON PARK
TEL: 010 493 0366

Commissioner of Oaths (RSA)
MUZIWAKHE TSHABALALA (CA) SA
Adapt IT Johannesburg Campus
152 14th Road, Midrand, South Africa
SAICA Number: 09118720

CERTIFIED A TRUE COPY OF THE ORIGINAL

M. Tshabalala 02/06/2021

DATE

GEREGISTREERDE WOON- EN POSADRES

1. Bewaar die bewys van u GEREGISTREERDE WOON EN POSADRES in hierdie sakke.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres by straatnaam, straatnommer, eno verander het, moet die vorm **KEUNISGEWING VAN ADRESVERANDERING** wat in die sakke agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ewedien word by of gepos word aan die nasale streek- en distrikantoor van die DEPARTEMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.

2. If you have changed your address, or if particulars of your present address, e.g. name of street and/or street number, etc. have been changed, the **NOTICE OF CHANGE OF ADDRESS** form in the pocket at the back of the identity document must be used to report the change and it must be handed in at or posted to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS.

I.D.No. 720223 5316-08 5



S.A. BURGER/S.A. CITIZEN

VAN/SURNAME

VICENTE

VOORNAME/FORENAMES

ANTONIO MIGUEL GOMES DE ALMEIDA

GEBOORTEDISTRIK OF-LAND/
DISTRICT OR COUNTRY OF BIRTH

MOZAMBIQUE

GEBOORTEDATUM/
DATE OF BIRTH

1972-02-23

DATUM UITGEREIK
DATE ISSUED

2000-07-04

UITGEREIK OP GESAG VAN DIE
DIREKTEUR-GENERAAL:
BINNELANDSE SAKE

ISSUED BY AUTHORITY OF THE
DIRECTOR-GENERAL:
HOME AFFAIRS



Please find Board Resolution Attached

O. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs
acting in his/her capacity as Divisional Executive
of the business trading as Adapt IT (PTY) LTD
to sign all documentation in connection with Quotation.....

Name of members / directors	Signature	Date

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

Board Resolution Number _____ of 2020

ADAPT IT PROPRIETARY LIMITED
 (Registration Number 1996/006272/07)
 (Hereinafter referred to as the "Company")

WRITTEN RESOLUTION OF THE BOARD OF DIRECTORS

The Directors of the Company (the "Board") acknowledge, by signature hereto, that they have received notice to consider the below resolutions and that they further, by their signature hereto, record their votes, by way of written resolution, in accordance with section 74 of the Companies Act, Act 71 of 2008.

RESOLUTION NUMBER 1

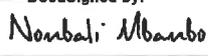
WHEREAS the Company will, from time to time, submit bid applications, vendor/supplier database registrations and address any and all forms of vendor or supplier procurement applications which require the signing of various documents, declarations and authorisations and enter into agreements with customers relating to the Caseware division of the Company which requires the signing of contracts by the Directors of the Company on behalf of the Company.

THEREFORE, IT IS RESOLVED THAT the Company hereby delegates its powers to Jodi Joseph or any other directors of the Company available, as the authorised signatories to act and sign on behalf of the Company ("Authorised Signatories"):

Name	Signature	Date
Jodi Joseph		11 September 2020

RESOLUTION NUMBER 2: AUTHORITY TO ACT

NOW THEREFORE IT IS RESOLVED THAT any one Director be and are hereby authorised to do all the acts, deeds and things which are necessary to give effect the above resolution.

Name of Director	For	Against	Signature	Date
Sibusiso Shabalala	X		DocuSigned by: 	11 September 2020
Nombali Mbambo	X		228325F7A86A417... DocuSigned by: 	11 September 2020

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

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - Been convicted of fraud or corruption during the past five years;
 - Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - Been listed in the Register of Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12 of 2004)
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>		<input checked="" type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
4.2	<p>Is the bidder or any of its directors listed on the Register for Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Quotation Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>		<input checked="" type="checkbox"/>
4.2.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>		<input checked="" type="checkbox"/>
4.3.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
4.4	<p>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</p>		<input checked="" type="checkbox"/>

4.2.1	If so, furnish particulars:
4.3	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? <input type="checkbox"/> <input checked="" type="checkbox"/>
4.3.1	If so, furnish particulars:

CERTIFICATION

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

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

.....
Signature JLJ
Divisional Executive

.....
Date 11/02/2021

Position

.....
Name of Bidder AdaptIT



STANDARD BANK
TPFA CLIENT CARE SC
2021-06-04
01-43-42

Date 4 June 2021

To Whom It May Concern

Re: Confirmation of Bank account

This letter serves to confirm that the below mentioned customer holds the below Standard Bank account.

Legal entity name	Adapt IT (Pty) Ltd.
Name of accountholder	ADAPT IT (PTY) LTD
Registration/Identity/Passport number	1996/006272/07
Account number	001635622
Account type	BUSINESS CURRENT ACCOUNT
Branch	ROSEBANK
Branch code	004305
Branch code (electronic payments)	051001
SWIFT address	SBZA ZA JJ
Date account opened	16 August 1993

STANDARD BANK
OF SOUTH AFRICA LIMITED
Cos, Client Services JHB
04 JUN 2021
43-42

This letter or your reliance on same does not give rise to any obligations or liability on the part of the Bank and/or its officials

We trust the above meets with your requirements

Yours sincerely

MIRRIAM MANGENA
CORPORATE ACCOUNTS CONSULTANT
CONSTANTIA VALLEY
010 249 4830

Disclaimer

Whilst care has been taken in compiling this letter, Standard Bank makes no representations or warrant (expressed or implied) about the accuracy, or completeness of the information contained herein for any purpose.
Standard Bank, its employees or agents accept no liability to any part for any loss, damage or costs however arising, whether directly or indirectly arising from any action or decision taken as a result of any person relying on or otherwise using this document or arising from any omission from it.

Standard Bank Centre 1st Floor 5 Simmonds Street Johannesburg 2001 / PO Box 61690 Marshalltown 2107 South Africa
Tel Switchboard: +27 (0)11 636 9112 Fax +27 (0)11 636 4207 / Name.Surname@standardbank.co.za / standardbank.co.za

The Standard Bank of South Africa Limited (Reg.No. 1962/000738/06) Authorised financial services and registered credit provider (NCRCP15)

Directors TS Gcabashe (Chairman) L Fuzile (Chief Executive) PLH Cook A Daehnke MA Erasmus GJ Fraser-Moleketi Xueqing Guan GMB Kennealy JH Maree NNA Matyemza
KD Moroka NMC Nyembezi ML Oduor-Otieno AC Parker ANA Peterside DON MJD Ruck SK Tshabalala JM Vice Lubin Wang

Company Secretary Z Stephen 22/02/2021

Executive Director Buhh Chinese Kenyan Nigam

R. COMPULSORY DOCUMENTATION / CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE QUOTATION DOCUMENT:

Form G - Form of offer Is the form duly completed and signed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Form J – Declaration of Interest (MBD4) Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Form K – Certificate of Independent Bid Determination (MBD 9) Is the form duly completed and signed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Form L – Preference Points Claim – (MBD 6.1) Is the form duly completed and signed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Form M - Contract Form Is the form duly completed and signed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Form N – Municipal Rates and services Is a certified copy of the bidder's and those of its director's municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Form O– Authority for Signatory Is the form duly completed and is a certified copy of the resolution attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Form P – Declaration of Past Supply Chain Practices (MBD 8) Is the form duly completed and signed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tax Compliance Status Is your unique personal identification number (pin) issued by SARS attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

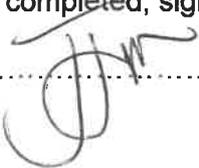
Additional documents applicable to this specific quotation: Failure to submit this documentation shall lead to disqualification)

Company profile Is a company profile attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	-------------------------------------	--------------------------	--------------------------	--------------------------

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

B-BBEE Certificate Is a certified copy of the B-BBEE or Original certificate attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	-------------------------------------	--------------------------	--------------------------	--------------------------

I, Jodi Leah Joseph confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature: 

Date: 2021/08/11

S. REFERENCES

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

At least three (3) reference letters from companies with whom the service providers are/have conducted business relating to the terms of reference of this tender must be included in the tender document, together with the contact details of the references, alternatively reference letters must be submitted within a timeframe as to be determined by the Cape Winelands District Municipality.

Company Name	Eastern Cape Department of Finance, Economic Development Environmental Affairs and Tourism
Description of project	CaseWare Licenses and Training
Contact person name	Zintle Xapa
Contact person telephone number	043 605 7000
Value of project	R300 000

Company Name	National Energy Regulator of South Africa (NERSA)
Description of project	CaseWare Licenses and Training
Contact person name	Nthupheni Ragimana
Contact person telephone number	012 401 4079
Value of project	R100 000

Company Name	Drakenstein Local Municipality
Description of project	CaseWare Licenses and Training
Contact person name	Kevin Carse
Contact person telephone number	021 807 4500
Value of project	R350 000



Province of the
EASTERN CAPE

ECONOMIC DEVELOPMENT
ENVIRONMENTAL AFFAIRS & TOURISM



Ref: *REFERENCELETTER2019CWA*

Contact Person: *Manelisi Bozo* | Tel: 043 605 7078 | Fax: 043 605 7305 | Email: *manelisi.bozo@dedea.gov.za* |

Beacon Hill, Cnr of Hargreaves St & Hockley Close, King Williams Town, 5600 | P/Bag X0054, *Bhisho, South Africa, 5605*

www.dedea.gov.za

Adapt IT Johannesburg Campus
152 14th Road
Noordwyk
Midrand
1687
Gauteng
South Africa

28 February 2019

To whom it may concern:

I would like to take an opportunity to offer a formal recommendation for Adapt IT. I couldn't think of any better partner who has helped us in automating our reporting requirements.

In 2017 we purchased CaseWare to help with the automaton our modified Cash Template financial statements, some of challenges that made as look for a solution are:

- We spent a lot time preparing our financial statements.
- Human error when transferring data from excel to Word.
- Difficult in collaboration between departments.

Having worked with Adapt IT we have managed the resolve the above, not only that but we have enjoyed their effective support whenever we have needed their help.

The department has fully integrated and implemented the CaseWare solution and its now part of our workflow. We use CaseWare for all both our quarterly and annual reporting.

In the future, if I can be of any assistance in giving more information about Adapt IT and CaseWare, please feel free to contact me.

Sincerely,

MRS. SB JONGILE
CHIEF FINANCIAL OFFICER

"Innovation for Sustainable Development"

Beacon Hill • Hockley Close • King Williams Town • 5600 • Private Bag X0054 • Bhisho • 5605 • Republic of South Africa

Leadership • Integrity • Flexibility • Teamwork





Kulawula House
526 Madiba Street
Arcadia 0083
Pretoria, SOUTH AFRICA

PO Box 40343 Tel: +27(0)12 401 4600
Arcadia 0007 Fax: +27(0)12 401 4700
Pretoria Email: info@nersa.org.za
SOUTH AFRICA www.nersa.org.za



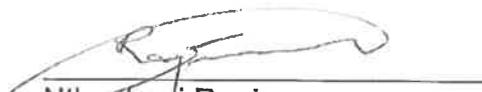
Enquiries: Nthupheni Ragimana
Tel: 012 401 4079
Email: nthupheni.ragimana@nersa.org.za

Date: 07 March 2019

To whom it may concern:

In pursuing a solution that would increase our effectiveness as a an organization and upon researching we found that CaseWare is the best solution to help fulfil our current and future needs. We have determined that the CaseWare significantly shines in terms of reputation, affordability, and support.

As a public entity we use CaseWare for the preparation of our financial statements, the automatic populating of the Word and Excel has been such a huge benefit for us. I now have the added time of reviewing the financials instead being bogged down in their preparation.



Nthupheni Ragimana
Acting Chief Financial Officer

Regulator Members: Mr JRD Modise (Chairperson) Ms MWD Nkomo (Deputy Chairperson) *Mr C Forlee (Chief Executive Officer)
Mr Y Adam *Ms N Maseli *Mr MW Mkhize Mr FK Sibanda
*Full-Time Regulator Members

NERSA is a Regulatory Authority established in terms of the National Energy Regulator Act, 2004 (Act No 40 of 2004)



CaseWare Africa works with Drakenstein Municipality, Western Cape, and achieves clean audit using new Treasury guidelines



Drakenstein Municipality - encompassing Paarl, Wellington, Gouda, Hermon, Saron and Simondium, recently announced that it had received a clean audit opinion from the Auditor-General for the 2019/2020 financial year. Drakenstein Municipality managed to achieve all of this despite the Covid-19 lockdowns and all the additional complexities that municipalities had to face. The Municipality worked with CaseWare Africa to become one of the first in South Africa to align their reporting with National Treasury guidelines as set out in the mSCOA Annual Financial Statements Specimen.



mSCOA Specimen Financial Statements

Bradley Brown, Chief Financial Officer. Drakenstein Municipality, has high praise for CaseWare's professional team. "The guidance and dedication of the CaseWare team during the compilation of our Annual Financial Statements (AFS) for the year ending 30 June 2020 was unsurpassed. Our personnel could, at any given time, liaise with them for assistance with changes to the AFS' and on all occasions they were greeted with extreme professionalism - which we feel is reflected in this achievement," says Mr. Brown.

He goes on to confirm that a clean audit report - or unqualified audit report with no material misstatements, was issued to the Drakenstein municipality, from the Auditor General of South Africa, with the first-time implementation of CaseWare's template. "Not only is the outcome a huge

The guidance and dedication of the CaseWare team during the compilation of our Annual Financial Statements (AFS) for the year ending 30 June 2020 was unsurpassed.

Bradley Brown - Chief Financial Officer

achievement but we also did not receive a high-level overview report regarding casting errors or notes, not agreeing to the head statements. This was definitely not the case in previous years," adds Mr. Brown.

Stephan van der Merwe, Product Manager - Public Sector at CaseWare Africa, a division of Adapt IT, says helping municipalities to automate their financial statement preparation processes using CaseWare software, has been an important focus for CaseWare Africa over the past decade.

"Drakenstein Municipality was one of the first adopters of our new mSCOA Specimen Financial Statements and we are absolutely delighted that they could successfully prepare their 2019/2020 financials using our solution. Amending the reporting format to align with the latest guidelines from National Treasury, would have been a complex process in a normal year. However, 2020 was further complicated by the COVID-19 pandemic and lockdown, making on-site collaboration near impossible. But despite these challenges, the CaseWare Africa team collaborated virtually with the Drakenstein municipal finance team in assisting to implement CaseWare's new software and using it to prepare Annual Financial Statements," says Mr. van der Merwe.

The CaseWare mSCOA Specimen Financial Statements solution aligns with the National Treasury's mSCOA Annual Financial Statement Specimen, as issued in July 2019. The CaseWare solution is powered directly by the datasets that municipalities submit to National Treasury as part of the mSCOA reforms. This greatly streamlines the process in preparing financial statements, as importing data into the financial statements is completely automated and seamless. "By automating the annual financial statement preparation process, finance teams in municipalities don't have to waste time collecting all the appropriate information they need, locating and correcting data errors and implementing new requirements in isolation, but rather focus their attention on the actual financial statements," Says Mr. van der Merwe.

In conclusion, Mr. Brown reaffirms the importance of the business relationship between Drakenstein Municipality and the CaseWare Africa.

About CaseWare Africa

CaseWare Africa is the African reseller for CaseWare International - the global leader in auditing and financial reporting software which is used in over 130 countries worldwide. CaseWare Africa, a division of Adapt IT, has a 20,000 strong user base across Africa that consists of audit and accounting firms, government entities, municipalities as well as large blue-chip companies.

CaseWare is the undisputed leader when it comes to compliance. Our leading content providers ensure you are always compliant with the latest disclosure requirements on ISAs, IFRS, IFRS-SME, GRAP and IPSAS. CaseWare's world-class products are not only designed to deliver on our compliance promise, but to ensure quality results, increased efficiencies, and improved profitability.

About Adapt IT

Adapt IT is a provider of leading specialised software and digitally-led business solutions that assist clients across the targeted industries to Achieve more by improving their Customer Experience, Core Business Operations, Business Administration, Enterprise Resource Planning and Public Service Delivery.



ADAPT IT COMPANY PROFILE
AS AT 27 OCTOBER

2020



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Achieve more.

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- We have prepared this presentation based on information currently available to us, including information we have obtained from 3rd parties that has not been independently verified. We do not expressly or impliedly warrant the fairness, accuracy, correctness, completeness or reliability of the information, opinions or conclusions we express as part of the presentation.



- Any opinions, statements or information we make available as part of this presentation may change without notifying you, and we express it in good faith.
- A significant portion of the information that we disclose in this presentation contains “forward-looking information,” as described in the Financial Markets Act of 2014 (and which we collectively refer to as forward-looking statements). Only statements of historical fact are not forward-looking statements. Information that constitutes forward-looking statements in this presentation includes, but is not limited to, (i) the expected development and progression of our business and projects; (ii) the execution of our vision and growth strategy, including future mergers and acquisitions activity and international growth; and (iii) the continuation or renewal of our current customer, collaborator, supplier and other key agreements.

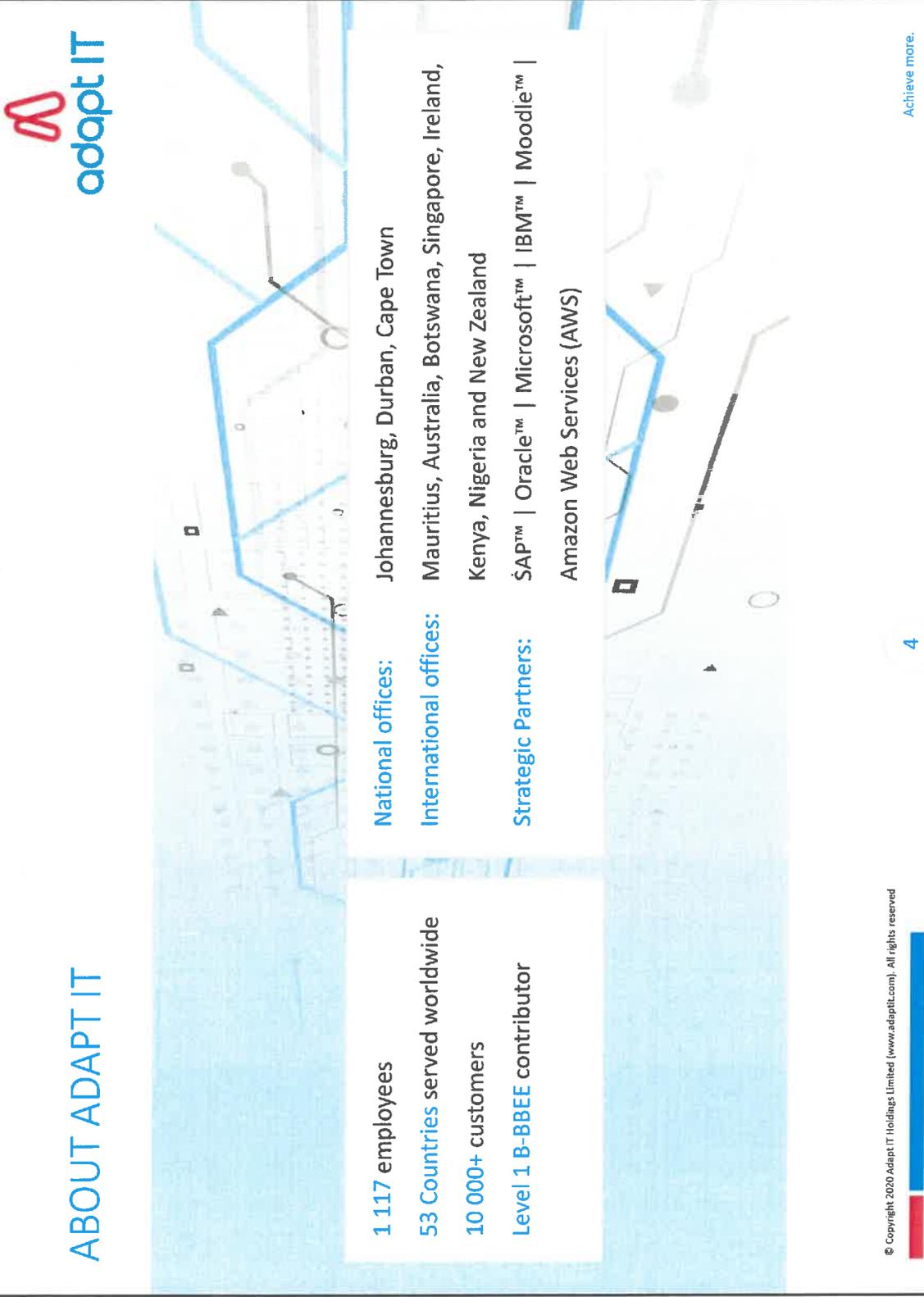


BUSINESS OVERVIEW

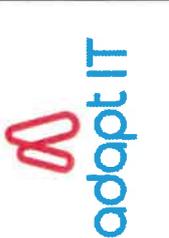


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ABOUT ADAPT IT



1 117 employees

53 Countries served worldwide

10 000+ customers

Level 1 B-BBEE contributor

National offices: Johannesburg, Durban, Cape Town

International offices: Mauritius, Australia, Botswana, Singapore, Ireland, Kenya, Nigeria and New Zealand

Strategic Partners: SAP™ | Oracle™ | Microsoft™ | IBM™ | Moodle™ | Amazon Web Services (AWS)

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DIRECTORATE

NON-EXECUTIVE DIRECTORS



**CRAIG
CHAMBERS**

CFA, PDM, BCom

Independent
Chairman

Appointed
3 May 2011

Chairperson
Nominations
Committee

Member
Remuneration
Committee



**OLIVER
FORTUIN**

MBA

Lead Independent
Director

Appointed
8 February 2013

Chairperson
Social and Ethics
Committee

Member
Audit and Risk Committee



**CATHERINE
KOFFMAN**

BA, LLB, LLM
Admitted
Attorney

Independent
Director

Appointed
9 February 2015

Chairperson
Remuneration
Committee

Member
Audit and Risk Committee
Nominations Committee
Social and Ethics
Committee



**ZIZIPHO
NYANGA**

CA (SA), GEDP

Independent
Director

Appointed
27 May 2019

Chairperson
Audit and Risk Committee

Member
Remuneration
Committee
Nominations Committee

EXECUTIVE DIRECTORS



**SIBUSISO (SBU)
SHABALALA**

BCom

Chief Executive
Officer

Appointed
5 December 2007



**TIFFANY
DUNSDON**

CA (SA)

Chief Commercial
Officer

Appointed
18 April 2002



**NOMBALI
MBAMIBO**

CA (SA)

Chief Financial
Officer

Appointed
18 August 2016

SECTOR FOCUS



EDUCATION

SOFTWARE SOLUTIONS

- Compliance Training
- Timetabling Solutions
- Corporate Training
- Student Monitoring System
- Student Finance Administration

Education's student management solutions allows the team to solve complex problems for the Higher Education (HE) and Technical Vocational Education and Training (TVET) sectors.

The division assists students, institutional administrators, lecturers and management, to effectively manage the entire student lifecycle through customised solutions including, financial management, timetabling, human capital and resource management efficiencies.



MANUFACTURING

SOFTWARE SOLUTIONS

- Resource Management
- Logistics Management
- Anti-Fraud
- Safety and Maintenance
- Operations Management
- Shift Management

Manufacturing solutions improve the safety, compliance and efficiency of maintenance activities through - permit to work, operational risk and energy isolation management software.

Within the sugar industry, the division provides ongoing support and maintenance of custom-built ERP's, warehousing and management systems. The division also has cost-effective business management tools that provide control, enforce compliance and automate tedious processes.



FINANCIAL SERVICES

SOFTWARE SOLUTIONS

- Financial Statements
- Auditing Solutions
- All-in-One Tax Solution
- Secretarial Management
- Time and Billing

Financial services solutions automate the production of financial statements, and streamline assurance engagements, practice management, secretarial work and tax management.

The division ensures that finance professionals are equipped with innovative software that is compliant with all country specific disclosure requirements.



SECTOR FOCUS



ENERGY

COMMUNICATIONS

HOSPITALITY

SOFTWARE SOLUTIONS

- A full spectrum SAP™ Partner
- Oil & Gas Business Management Solution
- Advanced Human Capital Management and Payroll
- Terminal Automation and Control Solutions
- Infrastructure and Applications for Fuel Marketers
- Advanced Planning, Transport and Distribution
- Fuel POS Technology, Software and Retail Automation

SOFTWARE SOLUTIONS

- Customer Experience & Mobility
- Advanced Analytics
- Next-Gen VAS & Internet of Things
- Fraud Prevention
- Fintech
- Data Management

SOFTWARE SOLUTIONS

- On-premise and Cloud Restaurant Management Solutions
- Cloud and Mobile Restaurant POS Platform
- Hotel Management System
- Enterprise platform for Hotel Operations and Distribution

Energy's Supply Chain professionals design, implement and support SAP and leading supply chain solutions within the Oil and Gas sector.

The divisions solutions seamlessly integrate between ERP, Terminal Automation and Management, Fleet Management and Routing, Warehousing and Fuel Retail Network Management.

Communication's provide products and solutions across an MNO's Core Network, from Next-Gen Value Added Services through to Data Analytics and IoT Management. The divisions solutions are cloud and security ready, dynamic and flexible with our modules able to operate independently or harmoniously with other third-party solutions.

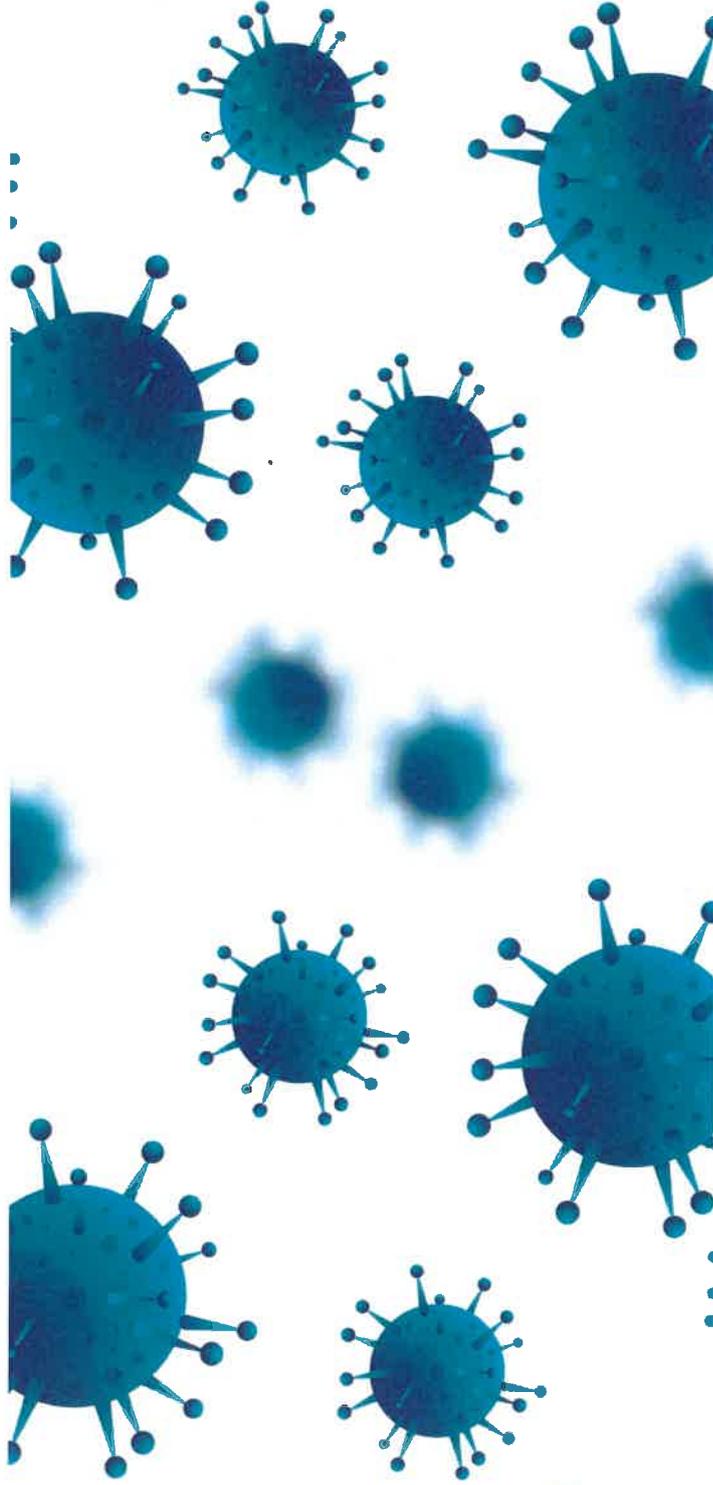
The technology expense solutions provide customers with strategic insight and recommendations on their technology and vendor spend and integrate disparate financial data to improve budgeting and forecasting year on year.

Hospitality's team offers cloud and on-premise food and beverage and hospitality solutions, that improve control through offering a single view into multi-site, multi-concept and varying locations.

The divisions stable technology platform enables clients to utilise reporting to see what is happening at each location, further providing support for delivery as well as user revenue-generating options.



PERIOD REVIEW



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RESPONSE TO COVID-19



THE IMPACT OF COVID-19 ON ADAPT IT

Adapt IT, like many other corporates, was impacted by the Covid-19 pandemic and related regulations, requiring a structured response which included the retrenchment of approximately 6% of the employees. The majority of the impact was felt across the **Hospitality and Manufacturing** divisions, where there was an impossibility to perform due to the regulations. Project delays and the inability for Adapt IT to be on site negatively impacted a number of the divisions. Overall the group is satisfied with its management of this pandemic.

RESPONSE PLAN

To effectively manage the Covid-19 landscape and impact on Adapt IT

A project management office has been established to monitor and report on the following key streams:

- Finance Tracking
- Risk Monitoring
- Operations
- Employee Engagement
- Customer Engagement
- Innovation and Response Hub

- **Real time risk management:** an online risk survey has been implemented for divisions to notify the project management office of material risks as they arise.

ACTIONS TAKEN



Office de-mobilisation – all employees were requested to work from home at the start of lockdown, with very strict protocols being in place for employees who were required to return to the office.



Remote work– employees have been equipped with network coverage and relevant applications in order for them to continue delivering value to clients.



Team downsizing – where permanent market contraction has been experienced (e.g. Hospitality division), downsizing was applied to the team.



Retrenched employee support – where downsizing was required, retrenched employees received ex gratia payments above the minimum, in addition to severance pay and extended medical aid cover.



Company policies – policies have been adjusted to accommodate necessary changes, including flexible work hours and leave extensions to support parents as well as reduced working hours to account for project delays.



Employee Wellness – a confidential helpline is available to all employees and their immediate family members.



Hygiene – the recommended hygiene protocols have been put in place at the all offices, including temperature monitoring, sanitising stations, card access etc.

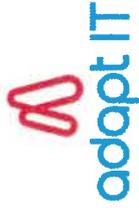


Communication – there has been increased employee and customer engagement to provide business updates as well as general encouragement.

FY20 FINANCIAL PERFORMANCE



FINANCIAL RESULTS

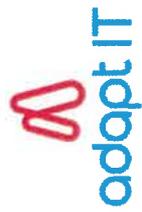


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ANNUAL RESULTS 30 JUNE 2020

AFTER IFRS 16



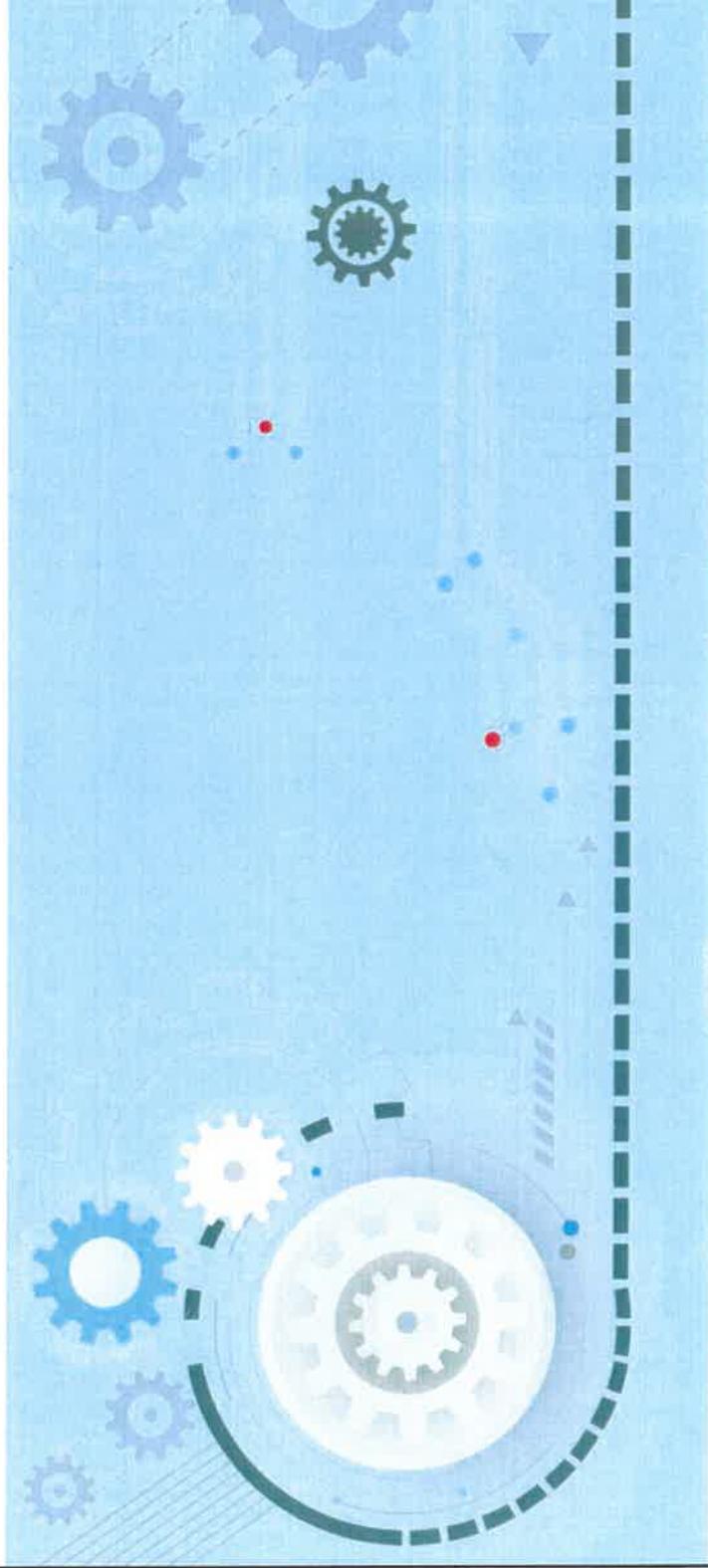
BEFORE THE IMPACT OF IFRS 16 LEASES



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DRIVING THE STRATEGY



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ADAPT IT'S VISION

To be a leader in specialised software and digitally-led business solutions

BUILDING BLOCKS OF ADAPT IT'S VISION

ORGANISATIONAL STRUCTURE, GOVERNANCE AND RISK CONTROLS

- A global business with
 - A South African head office
 - Strategic regional offices
- Centralised risk management
- Leading governance and controls

MARKETS AND REGIONAL STRUCTURES

- Pan African Market
 - Southern African Development Community (SADC)
 - East Africa
 - West Africa
- International Market
 - Australia
 - New Zealand
 - Singapore
 - Ireland

OPERATIONAL AND TECHNOLOGY INFRASTRUCTURE

- Shared services
 - Finance
 - Commercial
 - Strategic sales and marketing
- Integrated systems
 - Leading customer centre
- Human capital management
- Integration management
- Risk management

CORE BUSINESS PROCESSES AND CAPABILITIES

- Software sale
- Technology innovation
- Application development
- Application support
- Industry specific IP development
- Industry expertise
- Digitally-led business consulting
- Software enabled business process outsourcing

FINANCIAL AMBITION

- Revenue growth
 - Organic growth targets to beat market performance
 - Acquisitive growth targets to drive organic growth
 - Profitable targets
- EBITDA targets
- HEPS growth target

PROPOSITIONS AND BRANDS

- Adapt IT provides specialised software and digitally-led business solutions to our clients across various industries, to Achieve more by improving their:
 - Customer experience
 - Core business operations
 - Business administration
 - Learning and development
 - Public service delivery

PEOPLE AND CULTURE

- A caring organisation
- Reflective of country demographics
- Experts in our respective markets
- Delivery focused and responsive

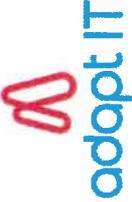
CONTRIBUTION TO COMMUNITIES

- Employee development
 - Further education sponsorship
 - Skills development
 - Employment of graduates
- Social impact in communities
 - Providing Maths, Science and ICT education

CLIENTS AND CHANNELS

- Primary Specialised Industries
 - Education
 - Telecommunications
 - Finance professionals
 - Hospitality
 - Energy and natural resources
 - Environmental
 - Targeted Large Accounts
 - Private sector
 - Public sector

STRATEGIC PRIORITIES

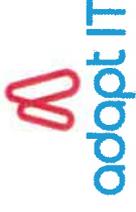


 <p>ADDRESSING OUR DEBT LEVELS</p>	 <p>ENHANCE ORGANISATIONAL CULTURE</p>
 <p>GENERATE ABOVE INDUSTRY GROWTH</p>	 <p>STRATEGIC ACQUISITIONS (LONGER TERM)</p>
 <p>DEVELOP STRATEGIC CONSULTING CAPABILITY</p>	 <p>IMPROVED OPERATING STRUCTURE</p>
 <p>PURSUE GEOGRAPHIC DIVERSIFICATION</p>	

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STRATEGIC FOCUS

STRATEGIC PROGRESS

-  **Revised application of capital** aimed at accelerating the improvement of the net debt position
-  The impact of **Covid-19** has been factored into the divisional strategies including a **restructuring and team right-sizing** undertaken across the Manufacturing and Hospitality divisions
-  **New strategic partnerships** enhancing offering and reach
-  Revised operating model and product strategy for the **Rest-of-Africa regions**
-  Additional **Governance improvements** implemented with **enhanced policies, contract management and third-party due diligence** procedures
-  Continuous focus on embedding Adapt IT's **values-based culture** and increased **employee engagement initiatives**

LOOKING AHEAD

-  The **Covid-19 landscape** will continue to require continuous monitoring and agility
-  **Delivering on our divisional strategies** as the core business has mostly been refocused and in some cases restructured
-  **Igniting organic growth** through focussed incubation of new lines of business and entrepreneurial programs
-  **Multipliers and growing the industry agnostic portfolio of solutions** will increase existing client base wallet share and strengthen business case for other African markets
-  **Innovation** continues to be a focus while broadening the group's value proposition
-  **Acquisitions** focused on further diversification and solution depth remain on hold
-  Continuous focus on driving down the **debt level**

Adapt IT's strategy is to create sustainable long-term shareholder value by providing specialised software and digitally-led business solutions.



IN CONCLUSION



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SOCIAL RESPONSIBILITY

2020 ADOPT-A-SCHOOL FOUNDATION



Adapt IT has a long track record of investing in the upliftment of disadvantaged South African communities and remains committed to continuing with this practice through its sustainable finance practices and policy of extending the impact of projects to embrace more beneficiaries.

The company continues to invest in larger longer-term initiatives that are sustainable and provide the most benefit for disadvantaged South African communities.

Supporting 616 schools | Benefitting 1 224 866 learners | Adapt IT donation R 6 579 500



WHERE TO NEXT



ORGANIC GROWTH ENABLEMENT
(new opportunities)

IMPROVE PROFITABILITY
(specialisation)

INCREASE CASH GENERATION
(accelerated debt reduction)

Achieve more.
(all stakeholders)

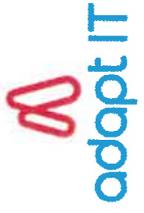
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THANK YOU



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labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA



2020059225

CALL CENTER NO: 0860 105 350

REG NO : 990000099317
FAX NO : 0123456789
ISSUE DATE : 2021-05-19
CERTIFICATE NO : 2020059225

ADAPT IT PTY LTD
PO BOX 5207
LA LUCIA

LETTER OF GOOD STANDING

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

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

ADAPT IT PTY LTD

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

Nature of business :COMPUTER SOFTWARE

Expiry date :2022-04-30

IMPORTANT NOTICE:

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

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

PLEASE, use the Below link (Website Address) to check if the Letter of Good Standing is valid:

<https://cfonline.labour.gov.za/VerifyLOGS>

Yours faithfully

COMPENSATION COMMISSIONER

W.As. 48

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

