



ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

- 1. Q 2021/017: RENEWAL OF ESRI MAINTENANCE AGREEMENT FOR 12 MONTHS
- 2. Q 2021/031: SUPPLY AND DELIVERY OF APPLIANCES x 3
- 3. Q 2020/073: PROCUREMENT OF REMOTE ETHERNET DEVICE
- 4. Q 2021/079: RENEWAL OF F-SECURE BUSINESS SUITE PREMIUM LICENSE
- 5. Q 2021/080: SUPPLY AND DELIVERY OF TABLET COMPUTERS
- 6. Q 2021/082: SUPPLY AND DELIVERY OF IP ENABLED DEVICES
- 7. Q 2021/085: SUPPLY AND DELIVERY OF OILS AND LUBRICANTS x 3
- 8. T 2021/070: TRAFFIC CONTROL ON RURAL PROVINCIAL ROADS FOR THE PERIOD ENDING 30 JUNE 2024

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

Received by [Signature] Date 21/02/2022



Q 2021/017
RENEWAL OF ESRI MAINTENANCE AGREEMENT FOR 12
MONTHS

COMPANY NAME: ESRI SOUTH AFRICA (PTY) LTD
POSTAL ADDRESS: P. O. BOX 652
HALFWAY HOUSE
1685

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 2021/017
RENEWAL OF ESRI MAINTENANCE AGREEMENT FOR 12 MONTHS

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A. QUOTATION NOTICE

Formal Written Price Quotations are hereby invited for the renewal of Esri Maintenance agreement for 12 months.

Technical enquiries regarding this bid can be directed to Jaco Rademan at telephone no. 021 870 3235 or 0861 265 263.

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

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

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

H&V

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, ANNEXURE 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

If applicable, 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

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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.

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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 2021/017	Closing date:	24/11/2021	Closing time:	11h00
Description	RENEWAL OF ESRI MAINTENANCE AGREEMENT FOR 12 MONTHS				
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	ESRI SOUTH AFRICA (PTY) LTD				
Postal address	P.O BOX 652, HALFWAY HOUSE, 1685				
Street address	INTERNATIONAL BUSINESS GATEWAY, CNR NEW ROAD & 6 th ROAD, MIDRAND				
Telephone number	Code	011	Number	238 6300	
Cell phone number	082 458 1251				
E-mail address	info@esri-southafrica.com				
VAT registration number	4940101092				
Tax compliance status	TCS PIN:	9478875925	OR	CSD No:	MAAA 000 3912
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 checked="" 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 checked="" type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered	2 (TWO)		Total bid price	R 60 102,75	
Signature of bidder			Date	15 NOVEMBER 2021	
Capacity under which this bid is signed	DIRECTOR				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Jaco Rademan				
Telephone number	021 870 3235				
E-mail address	jaco@capewinelandsgov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewinelandsgov.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)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.2. Does the entity have a branch in the RSA?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.3. Does the entity have a permanent establishment in the RSA?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.4. Does the entity have any source of income in the RSA?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.5. Is the entity liable in the RSA for any form of taxation?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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): HENDRY NKOSI

Capacity for the Tenderer: DIRECTOR

Date: 15 NOVEMBER 2021

Handwritten initials

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. BACKGROUND

The Cape Winelands District Municipality hereby invites written price quotations for the renewal and support services.

2. SCOPE OF WORK

The following licenses which are used for developing and publishing of various kinds of maps must be provided:

- 1 x ArcGIS Desktop Basic Single Use Primary license
- 7 x ArcGIS Desktop Basic Single Use Secondary licenses

To avoid any maintenance overlap, CWDM requires that the maintenance extension be aligned to the current maintenance subscription.

The renewal of the Maintenance Agreement must be for 12 months from the anniversary date 30 September 2021 onwards.

3. LOGISTICAL REQUIREMENTS

The successful Supplier/s must supply licenses and support services to CWDM offices at, 29 du Toit Street, Stellenbosch within seven (7) days of receiving the order to do so, or if other time - frames are mutually agreed on.

4. 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.

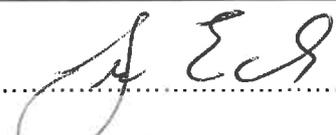
H. ACCEPTANCE

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 2021/017: RENEWAL OF ESRI MAINTENANCE AGREEMENT FOR 12 MONTHS	
 Mr. F. van Eck Executive Director: Technical Services 20/12/2021 Date
 Me. E Niemand Witness 20/12/2021 Date

HSA

I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number
NKOSI	HENDRY	5702235800 089	N/A
MC KIVERGAN	PATRICK	6005195714 186	N/A
EZA HOLDINGS (PTY) LTD		2011 008702 07	N/A
IRIET INVESTMENTS (PTY) LTD		2016 011930 07	N/A

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

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

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

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

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

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

ESRI SOUTH AFRICA (PTY) LTD

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

- **1. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op **ras**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobuhlanga**. 26 %
2. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op **geslag**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokwesini**. 7,96 %
3. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op **gestremdheid**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobulwelwe**. 0 %
4. Persentasie aandeelhouing van persone geklassifiseer as **jeug**. (18 – 35 Jaar oud).
 Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old)
 Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba **lulutsha** (18 – 35 Yeminyaka) 7,96 %
5. Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit
 Is your business established within the area of jurisdiction of the District Municipality? In / Out
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle
 In/Ngaphakathi
 Uit/Out/Ngaphandle
6. Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee
 Do you make use of local labour (job creation)? Yes / No
 Uyawasebenzisa amathuba avelayo odalo lomsebenzi? Ewe / hayi
 Ja/Yes/Ewe
 Nee/No/Hayi

J. DECLARATION OF INTEREST – MBD 4 B

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

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

3.1	Full Name of bidder or his or her representative	HENDRY NKOSI
3.2	Identity Number (person submitting this declaration)	570223 5800 089
3.3	Position occupied in the Company (official/director/trustee/shareholder ²):	DIRECTOR
3.4	Company Registration Number	1989/006809/07
3.5	Tax Reference Number	9235155 844
3.6	VAT Registration Number	4940101092
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"/>
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"/>
3.9.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

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

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

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

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.13.1	If yes, furnish particulars.		

3.14	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	No
3.14.1	If yes, furnish particulars.		

HEW

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	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	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	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	No
3.18.1	If yes, furnish particulars.		

HSV

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	HENDRY NKOGI	510223 5800 089	0	2358411847	N/A	504004685	
2	PATRICK MC KIVERGAN	600519 5114 186	0	2124936846	N/A	205791730	
3	ECA HOLDINGS (PTY) LTD	2011008102101	74%	N/A	N/A	N/A	
4	TRIFT INVESTMENTS (PTF) LTD	20161011930101	26%	N/A	N/A	N/A	
5							
6							
7							
8							
9							
10							

Handwritten initials

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

15 NOVEMBER 2021
.....
Date

DIRECTOR
.....
Capacity of Signatory

ESRI SOUTH AFRICA (PTY) LTD
.....
Name of Bidder/Company/CC Name

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

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

Commissioner of Oaths

Signed and sworn to before me at MIDRAND

on this the 15 day of NOVEMBER 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.

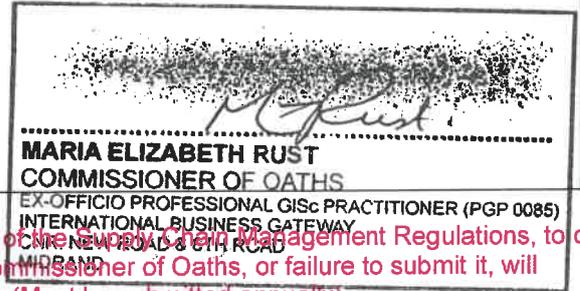
Commissioner of Oaths MARIA ELIZABETH RUST

Position: EX-OFFICIO PROF GISc PRACTITIONER (PGP 0085)

Address INTERNATIONAL BUSINESS GATEWAY
CNR NEW ROAD & 6th ROAD
MIDRAND

Tel: 011 238 6300

Apply official stamp of authority on this page:



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)

Handwritten initials

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 2021/017

RENEWAL OF ESRI MAINTENANCE AGREEMENT FOR 12 MONTHS
(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: ESRI SOUTH AFRICA (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;

H&W

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

15 NOVEMBER - 2021

.....
Date

DIRECTOR

.....
Position

EGRI SOUTH AFRICA (PTY) LTD

.....
Name of Bidder

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

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

This document serves as a claim form to qualify for preference points in respect of Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution and must accompany 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 systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2 a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or ~~90/10~~ preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.3 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

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 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) **“price”** 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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

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

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

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

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

- 5.1 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:

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B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: 2 = 18.....(maximum of 10 or 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.)

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

Hsv

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

9.1 Name of company/firm: ESRI SOUTH AFRICA (PTY) LTD

9.2 VAT registration number: 4940101092

9.3 Company registration number: 19891006809107

9.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

PROVIDING SALES, SUPPORT, TRAINING & PROFESSIONAL SERVICES ON ARGIS SOFTWARE HARDWARE AND DATA

9.6 **COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc. TRAINING

[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: JOHANNESBURG

Registered Account Number: 555432551

Stand Number: 18 MIDRIDGE PARK, EXT 16

9.8 Total number of years the company/firm has been in business: 32 YEARS

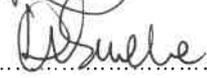
9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and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

WITNESSES

1. 

2. 



SIGNATURE(S) OF BIDDERS(S)

DATE: 15. NOVEMBER 2021

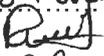
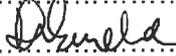
ADDRESS: INTERNATIONAL BUSINESS GATEWAY
Cnr NEW ROAD & 6th ROAD
MIDRAND, 1687

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) ESRI SOUTH AFRICA (PTY) LTD..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number Q 2021/017..... 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 HENRY NKOSI
Capacity DIRECTOR
Signature 
Company name ESRI SOUTH AFRICA (PTY) LTD
Date 15 NOVEMBER 2021
Witness 1  Date 15 NOVEMBER 2021
Witness 2  Date 15 NOVEMBER 2021

HSW

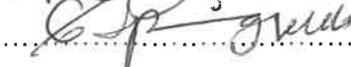
Q 2021/017
RENEWAL OF ESRI MAINTENANCE AGREEMENT FOR 12 MONTHS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, **Francois van Eck** in my capacity as **Executive Director Technical Services** accept your bid under reference number **Q 2021/017** dated **24/11/2021** for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

Awarded to: Esri South Africa (Pty) Ltd
Prices (VAT included): R 60 702.75 vat included
Brand: Not applicable
Delivery period: 30 June 2022
BBBEE status level: 2
Local content and production: Not applicable

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

Signed at: **Stellenbosch**
Date: 20/12/2021
Name (Print) **Francois van Eck**
Signature 
Witness 1  Date 20/12/2021
Witness 2  Date 20/12/2021

N. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
HENDRY NKOSI	5 MPHELE STREET DUBE, SOWETO	504004685	JOHANNESBURG
PATRICK MCKNERHAN	211 FRANCES STREET OBSERVATORY	205791730	JOHANNESBURG
IBIFT INVESTMENTS (PTY) LTD	17 THIRD AVENUE, WESTDENG BLOEMFONTEIN	N/A	N/A
EZA HOLDINGS (PTY) LTD	BLOCK A, WHITBY MANOR, MIDRAND	N/A	N/A

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

DECLARATION:

I, the undersigned (name) HENDRY NKOSI
 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

15-NOVEMBER-2021
 Date

DIRECTOR
 Position

EORI SOUTH AFRICA (PTY) LTD
 Name of Bidder

Hsu

O. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/~~Mrs~~ HENDRY NKOSI
 acting in his/her capacity as DIRECTOR
 of the business trading as ESRI SOUTH AFRICA (PTY) LTD
 to sign all documentation in connection with Quotation Q 2021/017

Name of members / directors	Signature	Date
HENDRY NKOSI		15. NOVEMBER 2021
PATRICK MC KNEEGAN		15 NOVEMBER 2021

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



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

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

Item	Question	Yes	No
4.1	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? (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). 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.		X
4.1.1	If so, furnish particulars:		
4.2	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)? 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.		X
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?		X
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		X

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) HENDRY NKOSI.....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

15. NOVEMBER. 2021
.....
Date

DIRECTOR
.....
Position

ESRI SOUTH AFRICA (PTY) LTD
.....
Name of Bidder

HN

Q. CREDIT ORDER INSTRUCTION

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

DETAILS OF FIRM/INSTITUTION

Name	E	S	R	I	S	O	U	T	H	A	F	R	I	C	A	C	P	T	Y	D	L	T	D

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

NAME OF BANK	S	T	A	N	D	A	R	D	B	A	N	K
NAME OF BRANCH	C	E	N	T	U	R	I	O	N			
BRANCH CODE	0	5	1	0	0	1						
ACCOUNT NUMBER	2	0	1	1	3	0	0	4	1			
TYPE OF ACCOUNT	1 = Cheque <input checked="" type="checkbox"/>											
	2 = Savings											

Handwritten signature

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

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

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

H.S NKOSI
INITIALS AND SURNAME:

[Signature]
AUTHORISED SIGNATURE:

15 NOVEMBER 2021
DATE:

011 238 6300
TELEPHONE NUMBER:

FOR BANK USE ONLY

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

[Signature]
AUTHORISED SIGNATURE

STANDARD BANK
OFFICIAL BRANCH
STAMP
16 NOV 2021
RECEPTION SALES
00-49-06

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

Handwritten initials

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

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

B-BBEE Certificate Is a certified copy of the B-BBEE or Original certificate attached?	Yes	<input checked="" type="checkbox"/>	No	
--	-----	-------------------------------------	----	--

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

Signature: 

Date: 15. NOVEMBER 2021

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	DEPARTMENT OF AGRICULTURE AND LAND REFORM-NORTHERN CAPE
Description of project	ESRI ANNUAL MAINTENANCE RENEWAL
Contact person name	ANNETE SWANEPOEL
Contact person telephone number	054 433 8700
Value of project	R183 163.80

Company Name	PETRO S.A (THE PETROLEUM OIL & GAS CORPORATION)
Description of project	ANNUAL MAINTENANCE RENEWAL
Contact person name	CAROLINE WIDNER
Contact person telephone number	021 929 3006
Value of project	R154 720.80

Company Name	SOUTH AFRICAN RADIO ASTRONOMY OBSERVATORY
Description of project	ANNUAL MAINTENANCE HELP:INTERPEL ESRI-SOUTHAFRICA.COM/4080/IMAGES/ISIS-TOPBANNER WHITE.JPG
Contact person name	NOMCEBO BUTHELEZI
Contact person telephone number	011 442 2305
Value of project	R76 944.30



TAX COMPLIANCE STATUS

PIN Issued

ESRI SOUTH AFRICA (PTY) LTD
PO BOX 652
HALFWAY HOUSE
1685

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: 9235155844

Always quote this reference number when contacting SARS

Issue Date: 2021/05/03

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	Esri South Africa (Pty) Ltd
Trading Name	ESRI SA
Tax Reference Number(s)	IT - 9235155844 Vat - 4940101092 PAYE - 7720719279
Purpose of Request	Tender
Request Reference Number	0012827280TS0305210834060
PIN	947887592S
PIN Expiry Date	03/05/2022

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

Broad-Based Black Economic Empowerment Verification Certificate

ESRI SOUTH AFRICA (PTY) LTD



Certificate No: **GEN-BEE/ESA/2021-01**

Registration no: 1989/006809/07

VAT no: 4940101092

Head Office, Location: International Business Gateway, Cnr New Road and 6th Avenue, Midrand.1682

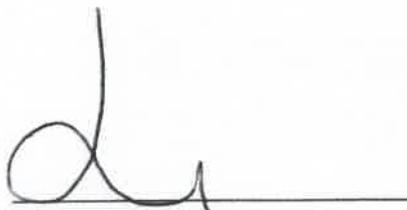
Applicable Criteria: Amended ICT Sector Code (Gazette number 40407)

Scorecard applied: Generic Scorecard (>R50 million annual turnover)

Element	Weighting	Score
Ownership	25	18.66
Management Control	23	12.78
Skills Development	20	17.23
Enterprise & Supplier Development	50	52.00
Socio-Economic Development	12	12.00
Overall Score	130	112.66

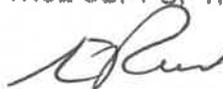
Broad Based BEE status level	Level 2 Contributor to B-BBEE	
Procurement Recognition Level :	125.00 %	Black New Entrant: 13.26 %
Black Ownership:	26.00 %	Modified Flow Through Applied: Yes
Black Women Ownership:	7.96 %	Exclusion Principle Used: No
Black Designated Group:	7.96 %	Discounting Principle Used: No
Black Youth:	7.96 %	Empowering Supplier: Yes
Black Disabled:	0.00 %	Participated in Y.E.S Initiative: Yes
Black Unemployed:	0.00 %	Achieved Y.E.S Target and 2.5% Absorption: Yes
Black People living in Rural Areas:	0.00 %	Achieved 1.5 x Y.E.S Target and 5% Absorption: No
Black Military Veterans	0.00 %	Achieved Double Y.E.S Target and 5% Absorption: No
Financial Year End Used:	01 March 2020 – 28 February 2021	

Esri South Africa (Pty) Ltd has been independently verified in accordance with the Amended ICT Sector Code, issued in term of section 9(1) of the Broad-Based Black Economic Empowerment Act 46 of 2013 or as amended. This Broad-Based Black Economic Empowerment Verification Certificate is based on information provided to RVN Empowerment Services, a SANAS accredited B-BBEE Rating agency.



Andre Rautenbach
Technical Signatory

CERTIFIED A TRUE COPY OF THE ORIGINAL



MARIA ELIZABETH RUST
COMMISSIONER OF OATHS
EX-OFFICIO PROFESSIONAL GIS PRACTITIONER (PGP 0085)
INTERNATIONAL BUSINESS GATEWAY
CNR NEW ROAD & 6TH ROAD
MIDRAND

12/11/2021

Date of issue: 2 June 2021
Expiry date: 1 June 2022
Period of validity: 12 months



Glenfield Office Park Block F | First Floor
Cnr Glenwood Rd & Oberon Ave | Faerie Glen | Gauteng | 0081
PO Box 75266 | Lynnwood Ridge | 0040 | South Africa
+27 (0)87 236 3067 | be@rvn.co.za | www.rvnbee.co.za



CSD REGISTRATION REPORT

Unique Reference Number: 2C428779-49B0-4872-9215-DB1CB68F0B94

SUPPLIER IDENTIFICATION

Supplier number	MAAA0003912	South African company/CC registration number	1989/006809/07
Is supplier active?	Yes	Have Bank Account	Yes
Supplier type	CIPC Company	Total annual turnover	More than R50 million
Supplier sub-type	Private Company (Pty)(Ltd)	Financial year start date	01 Feb 2017 00:00:00:000
Legal name	ESRI SOUTH AFRICA	Registration date	17 Nov 1989 00:00:00:000
Trading name	ESRI SOUTH AFRICA	Created by	info@esri-southafrica.com
Identification type	South African Company/Close Corporation Registration Number	Created date	29 Sep 2015 16:50:03:000
Government breakdown	Private Companies (Pty) (Ltd)	Edit by	info@esri-southafrica.com
Business status	In Business	Edit date	03 Sep 2021 03:28:25:083
Country of origin	South Africa	Restricted Supplier	No

SUPPLIER INDUSTRY CLASSIFICATION INFORMATION

INDUSTRY CLASSIFICATION 1			
Main group	Agriculture, forestry and fishing		
Division	Crop and animal production, hunting and related service activities	% share of annual turnover	3.00
Division	Forestry and logging	% share of annual turnover	3.00
INDUSTRY CLASSIFICATION 2			
Main group	Mining and quarrying		
Division	Mining of coal and lignite	% share of annual turnover	5.00
INDUSTRY CLASSIFICATION 3			
Main group	Electricity, gas, steam and air conditioning supply		





CSD REGISTRATION REPORT

Division	Electricity, gas, steam and air conditioning supply	% share of annual turnover	5.00
INDUSTRY CLASSIFICATION 4			
Main group	Construction		
Division	Civil engineering	% share of annual turnover	3.00
Division	Construction of buildings (for erection of complete prefabricated constructions from self-manufactured parts not of concrete, see divisions 16 and 25)	% share of annual turnover	3.00
INDUSTRY CLASSIFICATION 5			
Main group	Accommodation and food service activities		
Division	Food and beverage service activities	% share of annual turnover	1.00
INDUSTRY CLASSIFICATION 6			
Main group	Information and communication		
Division	Information service activities	Core industry	Information service activities
Division	Telecommunications (for telecommunications resellers, see 6190)	% share of annual turnover	50.00
Division	Telecommunications (for telecommunications resellers, see 6190)	% share of annual turnover	3.00
INDUSTRY CLASSIFICATION 7			
Main group	Financial and insurance activities		
Division	Activities auxiliary to financial service and insurance activities	% share of annual turnover	2.00





CSD REGISTRATION REPORT

Division	Insurance, reinsurance and pension funding, except compulsory social security	% share of annual turnover	2.00
INDUSTRY CLASSIFICATION 8			
Main group	Professional, scientific and technical activities		
Division	Architectural and engineering activities; technical testing and analysis	% share of annual turnover	2.00
INDUSTRY CLASSIFICATION 9			
Main group	Administrative and support activities		
Division	Employment activities	% share of annual turnover	3.00
Division	Security and investigation activities	% share of annual turnover	3.00
INDUSTRY CLASSIFICATION 10			
Main group	Public administration and defence, compulsory social security		
Division	Public administration and defence, compulsory social security	% share of annual turnover	5.00
INDUSTRY CLASSIFICATION 11			
Main group	Education		
Division	Education	% share of annual turnover	5.00
INDUSTRY CLASSIFICATION 12			
Main group	Activities of households as employers, undifferentiated goods- and services producing activities of households for own use		





CSD REGISTRATION REPORT

Division	Activities of households as employers of domestic personnel	% share of annual turnover	2.00
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SUPPLIER CONTACT INFORMATION

CONTACT 1

Contact type	Administration	Fax number	0112386310
Is this your preferred Contact?	No	Website address	www.esri-southafrica.com
Name(s)	Hendry	Do you want this contact to also be a CSD user ?	Yes
Surname	Nkosi	Created by	info@esri-southafrica.com
Identification type	South African Identification Number	Created date	29 Sep 2015 16:39:56:000
Prefer communication via email	Yes	Edit by	info@esri-southafrica.com
Email address	info@esri-southafrica.com	Edit date	19 May 2017 14:16:25:000
Telephone number	0112386300		
Cellphone number	083 578 4120		

CONTACT 2

Contact type	Bid Office,Sales	Prefer communication via telephone	Yes
Is this your preferred Contact?	Yes	Email address	nsimelane@esri-southafrica.com
Name(s)	Nomsa	Telephone number	0112386300
Surname	Simelane	Cellphone number	083 578 4120
Identification type	South African Identification Number	Fax number	0112386365
Prefer communication via cellphone	Yes	Website address	www.esri-southafrica.com
Prefer communication via email	Yes	Do you want this contact to also be a CSD user ?	Yes
Prefer communication via fax	Yes	Created by	info@esri-southafrica.com
Prefer communication via sms	Yes	Created date	19 May 2017 14:38:39:380
		Edit by	csd.datafix@treasury.gov.za





CSD REGISTRATION REPORT

Edit date

14 Nov 2018 11:58:05:390

SUPPLIER ADDRESS INFORMATION

ADDRESS 1

Is this a preferred address?	Yes	Postal code	1687
Address line 1	International Business Gateway	Ward Number	112
Address line 2	Cnr New Road and 6th Road	Country	South Africa
Suburb	Noordwyk	Created by	info@esri-southafrica.com
Province	Gauteng	Created date	09 Jan 2017 09:53:09:000
Municipality	City of Johannesburg	Edit by	info@esri-southafrica.com
City	Midrand	Edit date	07 Sep 2017 09:44:12:097

ADDRESS 2

Is this a preferred address?	No	Postal code	1685
Address line 1	P.O Box 652	Ward Number	110
Address line 2	Halfway House	Country	South Africa
Suburb	Halfway House	Created by	info@esri-southafrica.com
Province	Gauteng	Created date	15 Dec 2015 17:13:21:393
Municipality	City of Johannesburg	Edit by	info@esri-southafrica.com
City	Midrand	Edit date	15 Dec 2015 17:13:21:393

SUPPLIER BANK ACCOUNT

BANK ACCOUNT 1

Account type	Current Accounts	Created by	info@esri-southafrica.com
Bank	STANDARD BANK OF SOUTH AFRICA	Created date	29 Sep 2015 16:44:57:000
Branch number	001155	Edit by	info@esri-southafrica.com





CSD REGISTRATION REPORT

Branch name	MIDRAND	Edit date	29 Sep 2015 16:50:04:253
Account number	201130041	Bank Verification Status	Verification Succeeded
Account holder	Esri South Africa Pty Ltd	Foreign Bank Account	No
Is this a preferred account?	Yes	Is the identifier linked at the bank	Yes
Active start date	29 Sep 2015 16:44:57:000	Is this a Shared Funding Account	No

TAX INFORMATION

Income tax number	9235155844	Last validation date	03 Sep 2021 15:26:00:000
Income Tax Status	Compliant tax status Verified	Would you like to receive notifications?	Yes
VAT number	4940101092	Overall Tax Status	Tax Compliant
VAT Status	Compliant tax status Verified	Created by	info@esri-southafrica.com
Is this supplier a VAT vendor?	Yes	Created date	09 Jan 2017 09:22:29:000
PAYE number	7720719279	Edit by	csd.reverifybatch@treasury.gov.za
PAYE Status	Compliant tax status Verified	Edit date	26 May 2021 12:03:58:000
Are you Registered with SARS?	Yes		

B-BEEE INFORMATION

B-BBEE verification regulator	Verification agency accredited by SANAS	SANAS accredited agency	RVN Empowerment Services (Pty) Ltd
Sector charter	Information and communication technology (ICT)	% Owned by black people	26.00
Subsector charter	NOT APPLICABLE	% Owned by black people who are women	7.96
B-BBEE certificate number	GEN-BEE/ESA/2021-01	% Owned by black people who are youth	7.96
B-BBEE certificate issue date	02 Jun 2021 00:00:00:000	% Owned by black people with disabilities	0.00
B-BBEE certificate issue expiry date	01 Jun 2022 00:00:00:000	% Owned by black who are unemployed	0.00





CSD REGISTRATION REPORT

B-BBEE status level of contributor	Level 2 Contributor	% Owned by black people who are military veteran	0.00
B-BBEE procurement recognition	125%	% Owned by black people living in rural or underdeveloped areas	0.00
Value adding supplier or empowering supplier	Yes	Verification Status	Manual Verification Required
Skills Development Score	17.23	Created by	info@esri-southafrica.com
Socio-Economic Development Score	12.00	Created date	12 Sep 2016 11:46:52:947
Management Control Score	12.78	Edit by	info@esri-southafrica.com
Ownership Score	18.66	Edit date	02 Jun 2021 13:30:23:093
Enterprise Supplier Development Score	52.00	Status	Active
Total Score	112.67		

OWNERSHIP INFORMATION

Owner s name and surname Legal name	Owner s Identification number	RSA Citizen	Ethnic group	Gender	Ownership %	Youth	Disabled	Military	Rural	Township
EZA HOLDINGS			N/A	N/A	74.00%	N/A	N/A	N/A	N/A	N/A
TRIFT INVESTMENTS			N/A	N/A	26.00%	N/A	N/A	N/A	N/A	N/A
Total					100.00%					

OUTCOMES AGAINST PREFERENTIAL PROCUREMENT CRITERIA BASED ON B-BEE CERTIFICATE

Enterprise type	GEN
B-BBEE Status level of contributor	Level 2 Contributor
Owned by black people	26.00
Owned by black people who are youth	7.96
Owned by black people who are women	7.96
Owned by black people with disabilities	0.00

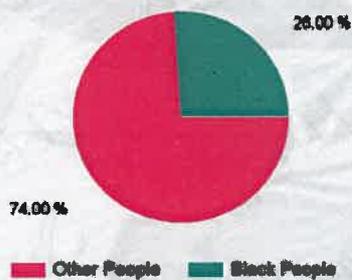




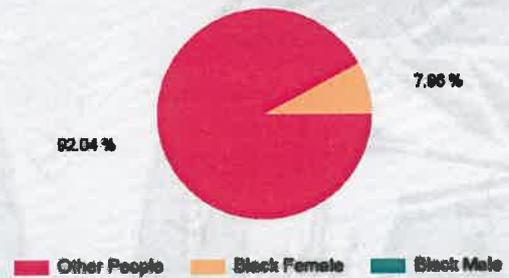
CSD REGISTRATION REPORT

Owned by black people who are military veterans	0.00
Owned by black people living in rural or undeveloped areas	0.00
Owned by black people living in townships	0.00
Owned by black people that is unemployed	0.00

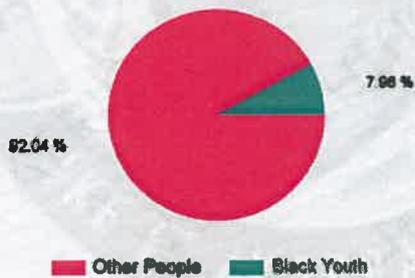
People % Ownership



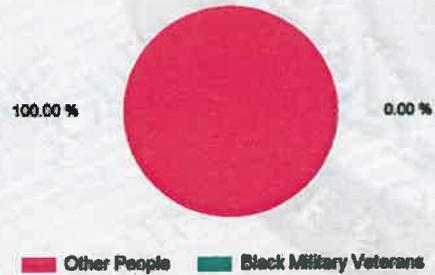
Gender % Ownership



Youth % Ownership



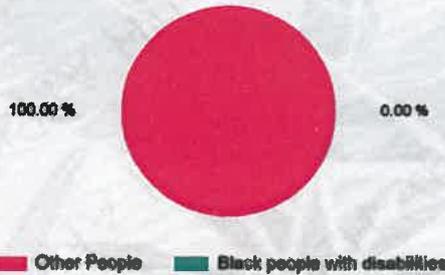
Military Veteran % Ownership



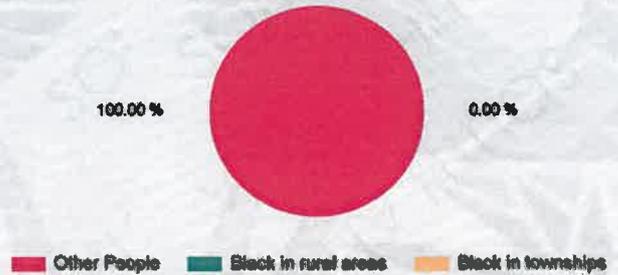


CSD REGISTRATION REPORT

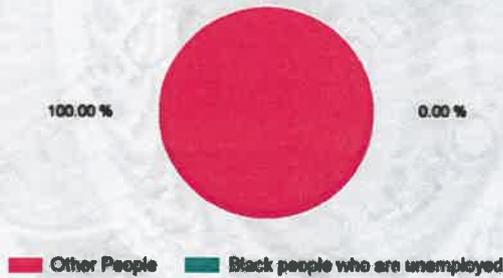
Disabled % Ownership



Living Area % Ownership



Unemployed % Ownership



DIRECTORS/MEMBERS/OWNERS INFORMATION

DIRECTOR/MEMBER 1

Director type	Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	PATRICK JOHN	Created date	21 May 2018 10:59:30:00
Surname	MC KIVERGAN	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	03 Sep 2021 03:28:24:00
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	6005195714186	Restriction Last Verification Date	03 Sep 2021 15:26:28:757





CSD REGISTRATION REPORT

Work permit	0000000	Government Employee	No
Appointment date	01 Mar 2002 00:00:00:000	Government Employee Last Verification Date	03 Sep 2021 15:26:28:663
Email address	padraig@esri-southafrica.com	SA identification number Verified	Yes
Cellphone number	082 454 7906	SA identification number verification date	03 Sep 2021 15:26:28:697

DIRECTOR/MEMBER 2

Director type	Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	SHEELBOY HENDRY	Created date	21 May 2018 10:59:30:000
Surname	NKOSI	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	03 Sep 2021 03:28:22:000
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	5702235800089	Restriction Last Verification Date	03 Sep 2021 15:26:28:757
Work permit	0000000	Government Employee	No
Appointment date	16 Sep 2013 00:00:00:000	Government Employee Last Verification Date	03 Sep 2021 15:26:28:663
Email address	hnkosi@esri-southafrica.com	SA identification number Verified	Yes
Cellphone number	082 784 6268	SA identification number verification date	03 Sep 2021 15:26:28:727

OTHER OWNERS 1

Legal name	EZA HOLDINGS	Created by	info@esri-southafrica.com
Ownership %	74.00%	Created date	19 May 2017 14:38:39:647
Ownership status	Active	Edit by	info@esri-southafrica.com
		Edit date	19 May 2017 14:38:39:647

OTHER OWNERS 2

Legal name	TRIFT INVESTMENTS	Created date	19 May 2017 14:38:39:647
Ownership %	26.00%	Edit by	info@esri-southafrica.com





CSD REGISTRATION REPORT

Ownership status	Active	Edit date	19 May 2017 14:38:39:647
Created by	info@esri-southafrica.com		

The CSD does not automatically verify foreign company registration number, international securities identification number, foreign identification numbers, foreign passport numbers, work permit numbers, foreign bank accounts, B-BBEE, demographic and accreditation information. Organs of State are required to manually verify this information with the applicable verification institutions as per their current policies and procedures.





CSD REGISTRATION REPORT

Tips and Frequently Asked Questions (FAQ)

Identifier

CSD cannot electronically verify the identity of a supplier other than a South African Individual / Sole Proprietor (through Home Affairs) or a company registered at the Companies and Intellectual Property Commission (CIPC). For this reason, a disclaimer is displayed for supply chain practitioners to obtain supporting documentation to verify the identity and legitimacy of a supplier in these cases.

Bank

For help on how to resolve bank failures click here: [I received an email stating the bank information I captured on the CSD was sent for bank account validation and could not be validated. The response received from the bank contains an error message.](#)
The various possible error messages received from the bank are highSemiBolded in red. Search for the applicable message and follow the detailed steps associated with that error message.

Tax

Tax Compliance Status

For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: [What should a supplier do if the tax status on CSD differs from the tax clearance certificate?](#)

Tax Compliance Expiry Date

For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: [How does CSD determine the tax compliance expiry date?](#)

CIPC

Should the director/member information reflected on the CIPC registration report differs to that reflected on CSD for help click here: [The active Directors/Members are not being populated on the CSD Directors/Members screen as they appear at CIPC, how can I rectify this?](#)

State Employee

For more information pertaining to government employment status click here: [Will there be verification done to identify if a supplier is a government employee?](#)

BBBEE

CSD does not automatically verify all certificate information with the various accreditation bodies. Organs of State are required, where not automatically verified by CSD, to manually verify this information with the applicable accreditation body as per current policies and procedures. Expired certificate information do not reflect on the report.



HEAD OFFICE

GOLDWALT INVESTMENTS (PTY) LTD

Registration Number: 2006/030011/07

Telephone Number: 011 440 5863
Address: 83 Woburn Avenue
Benoni
Gauteng
1501

Email address: lorraine@menach.co.za
Postal Address: PO BOX 29501
Sandringham
2131

3 March 2021

To whom it may concern.

This letter serves to confirm that ESRI South Africa (Pty) Ltd leases office space from Goldwalt Investments (Pty) Ltd and therefore does not receive any invoice for rates and taxes or municipal services.

All levies are not in arrears.

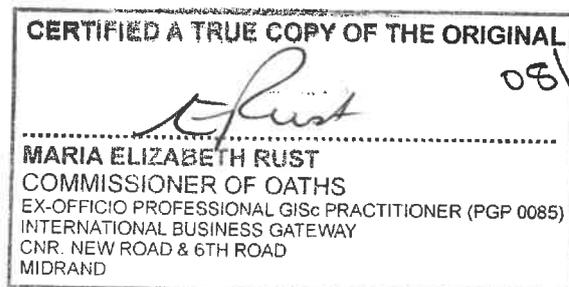
The Municipal services are addressed to Goldwalt Investments (Pty) Ltd. The Physical address of the premises is: International Business Gateway, Corner New Road and 6th Road, Midrand.

ESRI South Africa (Pty) Ltd is under lease at the premises till October 2026.

Yours faithfully



Freddy Watkins
Managing agent





Account Number: 555432551

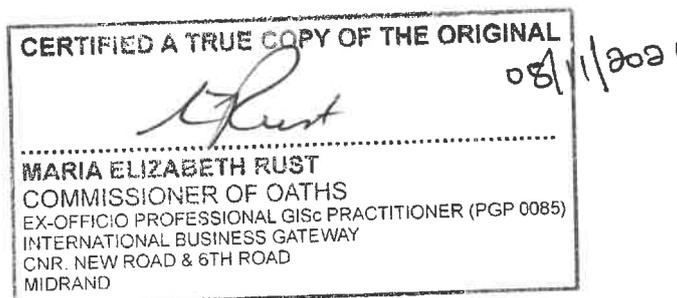
City of Johannesburg Property Rates	VAT 4760117194	Sub - Total	Total Amount
Category of Property: Property Rates: Sectional Title Business R 23,834,000.00 X R 0.0205500 / 12 (Billing Period 2021/11) VAT: 0 %		40,815.73 0.00	40,815.73

PIKITUP Refuse	VAT 4790191292	Sub - Total	Total Amount
City cleaning levy VAT: 15.00%		650.00 97.50	747.50

City of Johannesburg Sundry	VAT 4760117194	Sub - Total	Total Amount
Surcharge on business services, excluding property rates VAT: 15.00%		13.00 1.95	14.95

Current Charges (Including VAT)

41,578.18



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.

fluxmans

ATTORNEYS

Tel: +27 (11) 328-1700, Fax: +27 (11) 880-2261
30 Jellicoe Avenue, Rosebank, Johannesburg, 2196
Private Bag X41, Saxonwold, 2132, South Africa
Docex 54 Johannesburg, Website: www.fluxmans.com
Fluxmans Inc. Registration No: 2000/024775/21

Our Ref : EBT/T Rennie/00138493/3199119_1.docx/
Your Ref :
Date : 1 August 2018

Writer's Direct Line: 011 328 1838
Email: trennie@fluxmans.com
Fax: 011 880 2261

BY EMAIL

MIDFRONT INVESTMENTS PTY LIMITED
MIDRIDGE PARK, MIDRAND

E-mail: alan@menach.co.za; brendon@menach.co.za; aidanm@menach.co.za

Dear Sirs

TRANSFER MIDFRONT INVESTMENTS PTY LTD TO GOLDWALT INVESTMENTS PTY LIMITED SECTION 4 MIDFRONT INVESTMENTS PTY LTD

We have pleasure confirming that the above transfer was registered in the Pretoria Deeds Office on 31 July 2018.

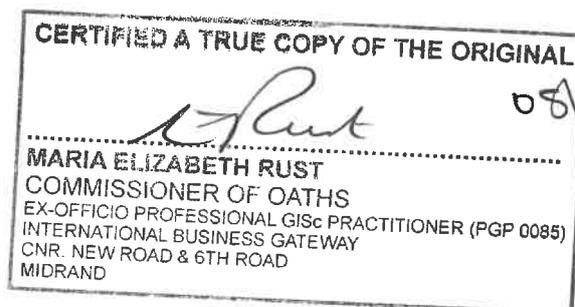
Attached for your records is our reconciliation statement and we advise that the proceeds are being paid directly into the company's Standard Bank account, as instructed.

Please note that we will advise the managing agents and the Johannesburg Council of registration and request that they update their records and transfer the levy and the rates and taxes accounts into the purchaser's name. It will, however, take the Council several months to reconcile their records and refund any overpayments. The managing agents are also waiting for Council to create water and electricity accounts for the property at which time they will send you an account in respect of these charges.

We will communicate with you further in due course.

Yours faithfully


FLUXMANS INC.
per: T RENNIE



Directors: P Vallet (Chief Executive Officer and Senior Partner), CP Ancer, JK Antunes, G Bloch, C Carides, L dos Passos, BE Duma, JS Epstein, S Fisher, J Fung, D Furman, PL Kemp, LA King, A Kruger, J Levitz, RP Lisinski, BF Marques, D Mer, J Michel, AM Nikani, AH Peral, JH Phalane, DO Pretorius, J Shafir, CB Shapiro, IG Shapiro, AK Shardlow, SA Shoot, TA Simon, S Slom, AC Soldatos, CJ Strime, EB Tonini, KJ Van Huyssteen

Chief Financial Officer: VD Rubin C.A. (S.A.), M.B.A.

Senior Associates: MS Bloom, I Donaldson, EG Migdal, S Perlman

Associates: M Anthony, C Blumenthal, G Comminos, K Fuchs, R Hackner, JS Kadish, MS Mer, T Mokhele, N Potgieter, B Seleke, M Sethaba, SP Shoba, P Steele

Consultants: GB Brett

Office Manager: H Smit

Our ref: EBT/T RENNIE/0013 8493
 Date: 1 August 2018

RECONCILIATION STATEMENT

MIDFRONT INVESTMENTS PTY LIMITED

TRANSFER OF SECTION 4 MIDFRONT INVESTMENTS PTY LTD FROM MIDFRONT INVESTMENTS PTY LIMITED TO GOLDWALT INVESTMENTS PTY LIMITED

REGISTERED ON 31 JULY 2018

	R	c	R	c
By selling price (VAT @ 0%)			54 500 000,00	
To agents commission to K2015239754 SA Pty Ltd (already paid directly to agent)		0,00		
To agents commission paid to Alan Menachemson	1 150 000,00			
By amount received iro rates clearance figures			233 895,28	
To paid Council for issue of clearance certificate valid to 30 September 2018 – Acc No. 555 285 498	233 895,28			
To our fees				
To proceeds due to you	53 350 000,00			
	<u>R54 733 895,28</u>			<u>R54 733 895,28</u>

CERTIFIED A TRUE COPY OF THE ORIGINAL

U Rust 08/11/2021

MARIA ELIZABETH RUST
 COMMISSIONER OF OATHS
 EX-OFFICIO PROFESSIONAL GISc PRACTITIONER (PGP 0085)
 INTERNATIONAL BUSINESS GATEWAY
 CNR. NEW ROAD & 6TH ROAD
 MIDRAND

MIDFRONT INVESTMENTS (Pty) Ltd
VAT Registration No. 4320268776

Management:
49 Linden Road
Bramley

Telephone : 011 440 5863

Email: brendon@menach.co.za

Postal Address:
Box 28501
Sandringham
2131

AGREEMENT OF LEASE
THE SCHEDULE (ANNEX "A" REF)

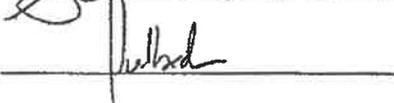
THE LANDLORD	Midfront Investments (Pty) Ltd (Reg-2015-067105-07)					
THE TENANT	Esri South Africa (Pty) Ltd (Reg. 1989-008809-07)					
THE LEASED PREMISES	International Business Gateway, Corner New Road and 6th Road, Midrand					
THE PERIOD	10 years					
COMMENCEMENT DATE	1 October 2016					
RENTAL FEE SCHEDULE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
BASIC MONTHLY RENTAL (2,540 SQM)	R 422,503.60	R 457,698.15	R 495,824.41	R 537,126.58	R 581,869.22	R 630,338.93
PARKING COVERED (28 BAYS)	R 31,320.24	R 33,929.22	R 36,755.52	R 39,817.25	R 43,134.03	R 46,727.10
PARKING OPEN (65 BAYS)	R 38,469.80	R 41,674.12	R 45,145.57	R 48,906.20	R 52,980.08	R 57,393.33
STORAGE (225 SQM)	R 13,500.00	R 14,624.55	R 15,842.78	R 17,162.48	R 18,592.11	R 20,140.84
GENERATOR LEASE	R 12,800.00	R 12,800.00	R 12,800.00	R 12,800.00	R 12,800.00	R 0.00
VAT	R 72,603.08	R 78,601.64	R 84,891.56	R 91,813.75	R 99,312.56	R 105,844.03
TOTAL	R 591,196.52	R 639,227.68	R 691,259.83	R 747,626.26	R 808,688.01	R 860,244.21
	Year 7	Year 8	Year 9	Year 10		
BASIC MONTHLY RENTAL (2,540 SQM)	R 682,846.16	R 739,727.25	R 801,348.53	R 868,098.69		
PARKING COVERED (28 BAYS)	R 50,619.46	R 54,836.07	R 59,403.91	R 64,352.25		
PARKING OPEN (65 BAYS)	R 62,174.19	R 67,353.30	R 72,963.83	R 79,041.72		
STORAGE (225 SQM)	R 21,818.97	R 23,636.05	R 25,604.94	R 27,737.83		
VAT	R 114,444.17	R 123,977.37	R 134,304.89	R 145,492.27		
TOTAL	R 931,902.56	R 1,009,530.04	R 1,093,623.89	R 1,184,722.76		
MONTHLY OPERATING COSTS: (Excluding VAT)						
a. Water minimum charge	As per Meter reading					
b. Refuse minimum	Pro-rata (73.5% of shareblock)					
c. Rates	Pro-rata (73.5% of shareblock)					
d. Monthly Operating Costs	R 70,448.00					
e. Electricity	As per meter reading					
ANNUAL ESCALATION (on . above)	3.23%					
THE RENEWAL NOTICE PERIOD	12 months - reminder/request to be issued by Landlord. Termination date 120 months after commencement date					
RENTAL DURING ANY FURTHER PERIOD	TO BE AGREED UPON					
DEPOSIT	1 months basic rental (Initial Period) - 422 503. 60					
DUE DATE FOR PAYMENT OF RENTAL	1st Day of the month					
TENANTS PROPORTIONATE SHARE OF RATES AND COSTS	73.50%					
USE OF PREMISES	Commercial offices, training					
DETAILS OF LANDLORD FOR PAYMENT	Landlord's current bank account (to be advised from time to time)					
ADDITIONAL CONDITIONS	none					
GUARANTOR/S FOR TENANT	n/a - none					
CONTACT TELEPHONE NUMBER AND CORRESPONDENCE ADDRESS	For Landlord - 082-925-7339, 082 969 1028; For Tenant - 082-370-8090					

The LANDLORD and the tenant agree to enter into an Agreement of Lease in respect of the Leased premises on the terms and conditions set out in this schedule and in Annexure A)

Signed for and on behalf of the TENANT at Bramley this 15 day of July 2016.
As Witnesses:




Signed for and on behalf of the LANDLORD at Bramley this 15 day of July 2016
As Witnesses:


For Lessee


For Midfront Investments (Pty) Limited

ANNEXURE "A"

1. **INITIAL PERIOD**

This lease is for the PERIOD recorded in clause 4 of THE SCHEDULE. During the INITIAL PERIOD the BASIC RENTAL payable is that recorded in clause 5 of THE SCHEDULE plus the Monthly Operating Costs recorded in clause 6 of THE SCHEDULE.

2. **RENEWAL**

Provided the TENANT shall have faithfully carried out and performed all the terms, conditions and stipulations herein, the LANDLORD hereby grants to the TENANT an option to renew this lease for the RENEWAL PERIOD referred to in clause 7 of THE SCHEDULE at a new basic rental and annual escalations to be negotiated at the time of renewal under the same terms and conditions contained herein.

The LANDLORD shall give the TENANT written notice of its intention to exercise this option of renewal not later than TWELVE (12) calendar months prior to the expiry of the INITIAL PERIOD of this lease. The TENANT shall, within 3 months of the renewal notice being issued commit in writing as to acceptance or not of the renewal offer.

The Lease shall commence on the Commencement Date and shall continue until the Termination Date as per Clause 7 of the SCHEDULE

In the event of the TENANT remaining in occupation of the Leased Premises after the expiration of the period stipulated in the Lease without a formal agreement signed by both the TENANT and LANDLORD having been concluded for any reason whatsoever and irrespective of any oral discussions, negotiations and correspondence that may have been exchanged between the LANDLORD and the TENANT, and without the Landlord in any conceding or acknowledging that the TENANT is entitled to remain in occupation of the Leased Premises after the Termination Date and without prejudice to any rights that may be available to the Landlord in terms of the Lease and/or in law arising out of the Tenant's failure to vacate the Leased Premises by the Termination Date, the Tenant will be deemed to lease the Leased Premises on a temporary basis subject to all the terms and conditions contained in this Lease, provided that either party will be entitled to terminate such lease by giving 1 (one) month's written notice of termination to the other party. The Tenant further agrees that, in such circumstances, the monthly rental and operating costs payable for the first month after the expiration of the Lease shall not be lower than the rental and operating costs payable by the Tenant during the last month of the lease period, escalated by 15%. If the Tenant continues to occupy the Leased Premises for a period of 1 (one) year after the expiry date of the Lease, the rental and operating costs will be increased annually by 15% per annum on each anniversary of the expiry date unless a new lease agreement has been agreed upon and signed between the parties.

3. **RATES AND OPERATING COSTS**

A. **LANDLORD'S RIGHT TO RECOVER FROM TENANT**

If at any time during the currency of this lease:

(a) rates on the LAND and/or BUILDING are levied or the amount levied is increased over and above the amount payable for the Municipal year ending immediately prior to the commencement of this lease; and / or

(b) any new tax or levy (statutory in nature) is imposed in respect of the LEASED PREMISES or the LAND or the BUILDING;

then the LANDLORD shall be entitled to recover from the TENANT with effect from the date on which such new amount or increased expense, as the case may be, becomes effective:

(1) the amount in question if it relates exclusively to the LEASED PREMISES;

(2) where the amount in question does not relate exclusively to the LEASED PREMISES the TENANTS PROPORTIONATE SHARE of the amount in question.

In respect of any period of this lease which does not coincide with the applicable period over which the charges referred to in sub-clause A are levied, the TENANT shall pay a pro-rata share of the increases, or new tax or new levy.

B. **PAYMENT OF INCREASES**

Any amount due by the TENANT to the LANDLORD in terms of sub-clause 3A shall, at the election of the LANDLORD be payable:

(a) within such period as may be stipulated by the LANDLORD which period shall not be less than seven (7) days after the delivery to the TENANT of a written notice advising the TENANT thereof; or

(b) by one twelfth share of the amount due by the TENANT being added to the monthly basic rental payable by the TENANT;

All such payments shall be deemed to be additional rental payable in terms of this lease.

C.

DEFINITION OF PROPORTIONATE SHARE

The PROPORTIONATE SHARE referred to in sub-clause 3A shall at the sole option of the LANDLORD, be one of the following definitions of that term:

- (a) Pro Rata to Rental
that proportion which the BASIC RENTAL payable by the TENANT bears to the total basic rental receivable by the LANDLORD from the BUILDING on the date upon which any increase or new tax or levy or new expense becomes effective on the basis of the BUILDING being fully let. Any unlet premises shall be brought into account at the LETTING AND ADMINISTRATION AGENTS' estimation of the rental value of same.
- OR
- (b) Pro Rata to Area
that proportion which the area of the LEASED PREMISES bears to the total lettable area of the BUILDING.
- OR
- (c) Proportional Share
The predetermined percentage specified in clause 11 of THE SCHEDULE.

4. **UTILITY AND OTHER CHARGES**

The TENANT shall be liable for and shall pay for:

- (a) all electricity, power and water used on the LEASED PREMISES;
- (b) any charges or amounts levied by or payable to the Local Authority or to any other competent authority in respect of drainage purification or treatment or removal of effluent or waste water from the LEASED PREMISES;
- (c) rubbish removal charges and/or any special refuse removal charges levied by or payable to the Local Authority or to any other competent authority;
- (d) any other utility or service or encroachment charges which may be levied on the PROPERTY by the Local Authority or any other competent authority.

Should any amounts payable in terms of (a), (b), (c) or (d) above:

- (i) be levied or assessed by separate meter or separate sub-meter or separate account in respect of LEASED PREMISES only, then the liability of the TENANT shall be to pay the amount so levied or assessed and the TENANT, if called upon to do so, shall exhibit to the LANDLORD the receipts in respect thereof;
- (ii) not be levied or assessed by separate meter or separate sub-meter or separate account in respect of the LEASED PREMISES only, then the amount for which the TENANT shall be liable in terms of this clause shall be an equitable share of the amount levied, for such charge in respect of the whole BUILDING to be determined by the LANDLORD'S LETTING AND ADMINISTRATION AGENTS; and a certificate from the LETTING AND ADMINISTRATION AGENTS certifying the amount payable by the TENANT shall be conclusive proof of the amount payable by the TENANT, which amount shall be payable within 7 (seven) days of being advised of the amount due.

Should the TENANT fail to pay the charges for electricity or any other amount due in terms of this lease within seven (7) days of a written demand, then, without prejudice to any other rights it may have, the LANDLORD shall be entitled to immediately terminate the supply of electric current and water to the LEASED PREMISES.

5. **TENANT'S RIGHTS AND OBLIGATIONS**

The TENANT -

- A. **ACKNOWLEDGEMENT**
Acknowledges itself to be fully acquainted with the locality and full details of the LEASED PREMISES.
- B. **USE**
shall use the LEASED PREMISES only for the purposes specified in clause 12 of THE SCHEDULE.
- C. **CONDITION OF PREMISES**
shall within seven (7) days of taking possession, notify the LANDLORD in writing of the details of any defects in the condition of the LEASED PREMISES and, failing such notification, the TENANT shall be deemed to have received the LEASED PREMISES in a thoroughly good state of tenable repair and condition.
- D. **MAINTAIN INTERIOR**

the cost of any damage caused by such interference notwithstanding the above the TENANT shall at his cost service and maintain any air-conditioning installation in the LEASED PREMISES whether provided by the LANDLORD or the TENANT;

(b) be entitled to install in or on any part of the LEASED PREMISES any air-conditioning plant or unit without the prior written consent of the LANDLORD which shall not be unreasonably withheld

(c) have any claim against the LANDLORD arising out of any defect in, or interruption in the operation of air-conditioning in the LEASED PREMISES.

J. AWNINGS

shall not affix any window blinds, shades or awnings to any part of the LEASED PREMISES or the building without the prior written consent of the LANDLORD.

K. ALTERATIONS

(a) shall not make any alterations of any nature whatsoever to the LEASED PREMISES or the BUILDING;

(b) shall observe all terms and conditions which the LANDLORD may prescribe in giving consent under (a);

(c) agrees that should the LANDLORD give consent under (a), the LANDLORD shall be entitled upon the termination of the lease either to call upon the TENANT to hand over the LEASED PREMISES as altered without compensation or payment by the LANDLORD or to have the LEASED PREMISES restored to their original condition at the expense of the TENANT;

(d) agrees that the LANDLORD shall be entitled to require that such alterations or additions be effected and, if applicable, be removed subject to the reasonable approval of an architect nominated by it and that the fees of such architect be paid by the TENANT. It is further agreed that all costs and expenses in respect of such alterations or additions and, if applicable, the removal thereof, shall be borne by the TENANT;

(e) agrees that any removal and reinstatement required by the LANDLORD shall be effected prior to the termination of this lease.

L. ADVERTISING SIGNS

(a) shall not affix or paint any advertising or hanging sign on the exterior of the building or on the windows or doors of the LEASED PREMISES without the LANDLORD'S prior written consent;

(b) shall -

(i) maintain the good appearance of any advertising or other sign erected in terms of (a);

(ii) keep it in proper working order;

(iii) comply with all the requirements of any competent authority in respect of any and advertising or other sign erected in terms of (a);

(iv) remove any sign affixed or painted in terms of (a) and make good any damage caused to the building or the LEASED PREMISES by such removal upon the termination of this lease.

M. INSURANCE

shall not keep or permit to be done or kept in or on the LEASED PREMISES anything which may render void or voidable any fire or other insurance policy of the building or which may give rise to any increase in the premiums without the prior written consent of the LANDLORD, and the whole of any additional premiums payable by reason of anything done or kept or permitted to be done or kept in or on the LEASED PREMISES shall notwithstanding the provisions of Clause 3 be paid by the TENANT to the LANDLORD on demand.

N. LAWS AND BY-LAWS

shall not contravene or permit the contravention of any laws, by-laws, regulations or requirements of any competent authority, relevant to the conduct of the TENANT'S business in and occupation of the LEASED PREMISES.

O. NO CLAIMS

shall not have any claim against the LANDLORD for any loss or damage which the TENANT may suffer -

(a) by reason of the property or any part thereof being in a defective condition or state or disrepair or any particular repair or maintenance not being effected by the LANDLORD; or

(b) arising out of viz major or casus fortuitus or any other cause, either wholly or partly outside the LANDLORD'S control; or

- (c) arising out of any act or omission by any other tenant in the building; or
- (d) as a result of the LEASED PREMISES or the building being damaged or destroyed; or
- (e) as a result of housebreaking, forcible entry and/or burglary of the LEASED PREMISES (the TENANT shall, at its expense make good all damage caused thereby); or
- (f) by theft.

P. INDEMNITY

Indemnifies the LANDLORD against any claim made against the LANDLORD by anyone for any loss or damage suffered in or on the PROPERTY or in consequence of any act or omission of the TENANT, or the TENANT'S servants or agents, or arising from any defect in the PROPERTY or from any other cause whatsoever, whether such loss or damage is suffered with respect to property or person.

Q. NO WITHHOLDING PAYMENTS

Shall not be entitled to withhold or delay payment of any amounts due to the LANDLORD in terms of this lease and the TENANT hereby abandons all or any rights of set off.

R. NUISANCE

Shall carry on and conduct its business in such a manner as not to constitute or become a nuisance to the LANDLORD or any other tenant in the property or to the owners or occupiers of neighbouring properties. Any excessive noise caused or permitted to be caused in the LEASED PREMISES or the property by the TENANT shall be deemed to be a nuisance within the meaning of this sub-clause.

S. COSTS AND INTEREST

Shall -

- (a) pay to the LANDLORD interest on any overdue amount at the rate of 2% above the current prime over draft rate of the LANDLORD'S bankers, reckoned from the due date of payment of such amount to the actual date of payment thereof;
- (b) be liable for all legal costs incurred by the LANDLORD (including Attorney and own Client scale of costs and collection charges) with regard to the recovery of arrear rent or any other amounts due in terms of this lease, or arising out of same, or arising out of a cancellation or termination of same.

T. CESSION AND SUB-LEASING

Shall not, without the prior written consent of the LANDLORD -

- (a) cede or in any way alienate or encumber any of the TENANT'S rights hereunder; nor
- (b) sublet, the LEASED PREMISES or any part thereof; nor
- (c) permit anyone else to occupy the LEASED PREMISES or any part thereof.

U. RESPONSIBILITY FOR ELECTRICAL INSTALLATIONS

- (a) At the commencement of the INITIAL PERIOD the LANDLORD will be responsible for producing the Issue of a valid certificate of compliance in respect of the electrical installations in the LEASED PREMISES as contemplated in Government Notice R2920 of 23 October 1992, government Gazette 14350, page 12, except where the TENANT has not previously occupied the LEASED PREMISES, in which event, the LANDLORD shall be so responsible.

- (b) The TENANT shall be responsible for:

- (i) the safety, safe use and maintenance of electrical installations in the LEASED PREMISES;
- (ii) if called upon to do so by the LANDLORD, procuring the Issue by an electrical contractor approved by the LANDLORD of a valid certificate of compliance in respect of the TENANT'S electrical installations in the LEASED PREMISES as contemplated in Government Notice R2920 of 23 October 1992, Government Gazette 14350, page 12.
- (iii) at the termination of this lease or any extensions thereto procuring the issue by an electrical contractor approved by the

LANDLORD of a valid certificate of compliance in respect of the electrical installations in the LEASED PREMISES as contemplated in Government Notice R2920 of 23 October 1992, Government Gazette 14350, page 12.

V. LICENCES

- (a) Shall be solely responsible, at its own expense, for obtaining the necessary certificates and licences from the Local Municipal Authority and/or any other relevant authorities enabling the TENANT to carry on the business referred to in clause 12 of THE SCHEDULE in the LEASED PREMISES;
- (b) Shall apply for and at all proper times use its best endeavours to obtain at its expense, renewal of the certificates and licenses referred to in sub-clause (a) and pay for the same;
- (c) acknowledges that the LANDLORD gives no warranties or assurances whatsoever that such licence or licences which may be required by the Local Municipal Authority and/or other relevant authorities will be granted or renewed;
- (d) Shall advise the LANDLORD of any obligation or condition imposed by any competent authority concerning the LEASED PREMISES or the licences held in respect thereof;
- (e) Shall during the currency of this lease, carry on and maintain its business so as to preserve the goodwill thereof.

6. LANDLORD'S RIGHTS AND OBLIGATIONS

a). MAINTAIN EXTERIOR

The LANDLORD shall be entitled to effect any repairs, alterations, improvements and/or additions to the building or any part thereof and for such purposes to erect scaffolding, hoardings and/or any other building equipment required for the carrying out of such work and shall be entitled to access to any portion of the LEASED PREMISES as may be reasonably necessary for the purposes aforesaid.

(b) ACCESS

The LANDLORD may have reasonable access to the LEASED PREMISES for the purposes of -

- (i) inspecting; or
- (ii) repairing the LEASED PREMISES or the building;

(c) repair, add to or alter the LEASED PREMISES when required to do so by any lawful authority;

(d) call upon the TENANT to repair any damage to the LEASED PREMISES for which the TENANT is responsible under this lease and in default of the TENANT effecting such repairs within fourteen (14) days after receipt of such notice, may itself effect such repairs at the cost and expense of the TENANT and any costs and expenses incurred by the LANDLORD shall be recoverable from the TENANT as additional rental.

(e) display -

- (i) a "To Let" notice during the three (3) months immediately preceding the expiration of this lease;
- (ii) a "For Sale" notices at any time during the period of this lease;

(f) show any prospective tenants or buyers the interior of the LEASED PREMISES during reasonable hours on business days;

(g) display on the LEASED PREMISES, during the last three (3) months of this lease, any notice which may be required by the LANDLORD or any of the LANDLORD'S tenants or prospective tenants in connection with any application for a licence for any business to be carried on in the LEASED PREMISES.

7. NO WARRANTY

The LANDLORD:

(a) does not warrant or represent that the LEASED PREMISES are fit for the purpose for which they are let, or that the TENANT will be granted licences in respect thereof for the conduct of its business or that any licence will be renewed;

(b) shall not be under any obligation at any time during the currency of this lease to make any improvements, additions or alterations, or to carry out any work in respect of the LEASED PREMISES in order to render or to keep them fit for the purposes of the TENANT'S business and all the requirements in connection therewith shall be carried out, subject to the LANDLORD'S approval, at the expense of the TENANT;

In the event of the Local Municipal Authority, any Factories and/or Labour Inspector or Official and/or any other legally constituted authority at any

time during the currency of this lease requiring any work to be carried out in respect of any alterations, addition or improvements in the LEASED PREMISES for the purposes of the TENANT'S trade or business, all costs or charges necessitated by any such work shall be borne and paid for by the TENANT and the LANDLORD shall not be called upon to pay such costs and charges or to comply with any other requirements of any legally constituted authority in regard to the TENANT'S trade or business. The LANDLORD shall be entitled to require that any of the aforesaid work be effected subject to the reasonable approval of an architect nominated by it and that the fees of such architect be paid for by the TENANT.

8. **CLEANING SERVICES**

The TENANT shall be responsible for the cleaning of the interior of the LEASED PREMISES.

9. **REPAIRS AND RENOVATIONS ON TERMINATION**

If, on termination of the lease, repairs or renovations are necessary to the LEASED PREMISES by virtue of a failure of the TENANT to carry out the obligations imposed upon the TENANT in terms of this lease, the LANDLORD shall be entitled to carry out such repairs or renovations as are necessary and to recover the costs from the TENANT. The TENANT shall also be responsible for damages for loss of rental during the period the repairs and renovations are being carried out at not less than the rental payable immediately prior to termination of the lease and reckoned until the end of the month in which the work is completed.

10. **USE OF COMMON FACILITIES**

(a) The TENANT shall in conducting its business upon the LEASED PREMISES in terms hereof give due consideration to the use and enjoyment of the building by the other tenants, customers and employees;

(b) The TENANT shall have the right of reasonable use, having regard to the rights of other tenants, of the use of lifts, toilets and other conveniences and facilities provided by the LANDLORD on the property and/or building outside the LEASED PREMISES. The TENANT undertakes that its employees will use such spaces, toilets, conveniences and facilities as may be allocated from time to time in respect of the employees of the TENANT.

11. **DAMAGE OR DESTRUCTION**

A. **TOTAL DESTRUCTION**

(a) Should the LEASED PREMISES be destroyed or damaged by any cause whatsoever to an extent which prevents the TENANT from having beneficial occupation of the LEASED PREMISES, then:

- (i) the TENANT shall have no claim of any nature whatsoever against the LANDLORD as a result thereof;
- (ii) the LANDLORD will be entitled to determine within two (2) calendar months after such destruction or damage whether or not this lease shall be cancelled and shall notify the TENANT in writing of its decision;
- (iii) should the LANDLORD not notify the TENANT of that decision then it shall be deemed to have elected to cancel this lease.

(b) Should the LANDLORD elect or be deemed to have elected to cancel this lease then the TENANT shall have no claim of any nature whatsoever against the LANDLORD as a result of such cancellation of the lease.

(c) Should the LANDLORD elect not to cancel this lease, then:

- (i) the LANDLORD shall reinstate the LEASED PREMISES with reasonable despatch;
- (ii) the TENANT shall not be liable for any rent for so long as the TENANT is deprived of beneficial occupation of the LEASED PREMISES;
- (iii) Should the TENANT be given beneficial occupation from time to time of any part of the LEASED PREMISES, then the TENANT shall make payment of the rental thereof on a pro-rata basis;
- (iv) the period of this lease shall be extended by the period during which the TENANT is deprived of beneficial occupation if the whole of the LEASED PREMISES.

B. **PARTIAL DESTRUCTION**

Should any part (but not the whole) of the LEASED PREMISES be destroyed or damaged by any cause whatsoever then:

(a) this lease shall not be cancelled;

(b) the rental payable by the TENANT shall be reduced pro-rata and to the extent to which the TENANT is deprived of the beneficial occupation of that part of the LEASED PREMISES;

(c) the LANDLORD shall repair at its cost the damaged or destroyed portion of the LEASED PREMISES with reasonable despatch;

- (d) the TENANT shall have no claim of any nature whatsoever against the LANDLORD as a result of the said destruction or damage from whatsoever cause the same arises.

12. DISPUTES

Should any dispute arising between the parties:

- (a) as to whether the building or LEASED PREMISES are wholly untenable or not at any time and/or the period that the building or LEASED PREMISES are wholly untenable, then such dispute shall be referred to the LANDLORD'S architect, acting as an expert and not as an arbitrator, whose decision in regard to such dispute shall be final and binding on the parties. Any expense which may be incurred in referring such dispute to the LANDLORD'S architect shall be borne by the TENANT;
- (b) in regard to the reduced amount of rental payable at any time or from time to time by the TENANT in terms of 8B hereof, then such dispute shall be referred to the Auditors for the time being of the LANDLORD, acting as experts and not as arbitrators the decision of whom in regard to such dispute shall be final and binding on the parties; and any expense which may be incurred in referring the dispute to the LANDLORD'S Auditors shall be borne by the TENANT.

13. OTHER DAMAGE OR DESTRUCTION

If any other premises in the building hereby let are damaged or destroyed either partially or wholly, and the LEASED PREMISES (hereby let) are affected by such damage or destruction or access thereto is reasonably required by the LANDLORD for the purpose of effecting the necessary repairs to and/or restoration of such other premises, then the LANDLORD shall have the right (but not be obliged) to deal with the LEASED PREMISES as if they had been totally or partially destroyed and the provisions of clause 8 hereof shall, mutatis mutandis, be applicable.

14. BREACH

A Should -

- (a) the rental or any other amount due by the TENANT in terms of this lease not be paid on due date; or
- (b) the TENANT commit or suffer or permit the commission of a breach of clauses 5U or 16; or
- (c) the TENANT commit or suffer or permit the commission of a breach of any of the other terms of this lease, whether or not such breach goes to the root of this contract, and fail to remedy such breach:
- (i) within seven (7) days after written notice has been given by the LANDLORD to the TENANT requiring the TENANT to remedy such breach where it is one which is capable of being remedied within such period;
 - (ii) within a reasonable time after written notice has been given by the LANDLORD to the TENANT requiring the TENANT to remedy such breach where it is not one which is capable of being remedied within seven (7) days; or
- (d) the TENANT be placed under provisional or final sequestration, liquidation or judicial management, as the case may be;
- (e) the LANDLORD shall be entitled, but not obliged, notwithstanding any previous waiver or anything to the contrary herein contained, to cancel this lease forthwith and retake possession of the LEASED PREMISES, without prejudice to its claim for any arrear rentals or other sums payable hereunder or for any damages which it may suffer by reason of such breach and/or cancellation, or to any other remedy which it may have against the TENANT arising out of this lease or in law.
- (f) The TENANT hereby consents to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought against him by the LANDLORD in connection with this lease, notwithstanding that such action or proceedings would otherwise be beyond such jurisdiction, without prejudice to the LANDLORD'S right to institute action in the Supreme Court having jurisdiction.
- (g) The TENANT acknowledges that he/she shall be liable for the following administration costs should he/she be in breach of this lease and that the following fees (including vat) will be payable to the LANDLORD:
- (i) R 150.00 (one hundred and fifty rand) late payment administration fee for payment after the 7th of the month;
 - (ii) R 35.00 (thirty-five rand) per reminder by fax, email, sms or phone call after the 7th of the month.

D

- (a) In the event that the rental has not been paid timeously the TENANT will be listed with ITC and TPN as a bad payer at the cost of R 75.00 (seventy-five rand) per occurrence. Removal from the listing will commence once the account is paid in full and will cost an additional charge of R 250.00 (two hundred and fifty rand);
- (b) The TENANT acknowledges that an additional fee of R 150.00 (one hundred and fifty rand) will be payable in respect of unpaid / RD

cheques, returned debit orders and R 300.00 (three hundred rand) in the case where debit order has been cancelled.

15. **HOLDING OVER**

- (a) Should the LANDLORD cancel this lease; and
- (b) the TENANT dispute the LANDLORD'S right to do so and remain in occupation of the LEASED PREMISES then:
- (i) the TENANT shall continue to pay all amounts due by the TENANT in terms of this lease on the due dates of same;
 - (ii) the LANDLORD shall be entitled to recover and accept those payments;
 - (iii) the acceptance by the LANDLORD of those payments shall be without prejudice to and shall not in any manner whatsoever affect the LANDLORD'S claim to cancellation then in dispute.
- (c) Should the dispute be determined in favour of the LANDLORD, the payments made and received in terms of (b) thereof shall be deemed to be amounts paid by the TENANT on account of damages suffered by the LANDLORD by reason of the cancellation of the lease and/or the unlawful holding over by the TENANT.

16. **PREMATURE TERMINATION**

Upon premature termination of this lease for any reason (including without departing from the generality of the foregoing, termination by a trustee or liquidator of the TENANT following insolvency or liquidation) then until the TENANT or its legal representative prove to the contrary, the TENANT shall be deemed to be indebted to the LANDLORD, inter alia, for damages for loss of rental in a sum equal to the aggregate of the basic and additional rental which would be payable under the lease but for its termination.

17. **NO RELAXATION**

No relaxation which the LANDLORD may give at any time whatsoever in regard to the carrying out of any of the TENANT'S obligations in terms of this lease shall prejudice or be a waiver of any of the LANDLORD'S rights in terms of this lease.

18. **NO VARIATIONS**

- (a) This lease contains all the terms and conditions of the agreement between the LANDLORD and the TENANT;
- (b) No variation of this lease shall be binding unless it is in writing and is signed by both the LANDLORD and the TENANT.

19. **NOTICES AND DOMICILIUM**

All notices hereunder by -

- (a) the LANDLORD to the TENANT shall be considered to be duly served when sent by prepaid registered post to the TENANT or delivered by hand at the LEASED PREMISES which address the TENANT nominates and chooses as its domicilium citandi et executandi;
- (b) the TENANT to the LANDLORD shall be considered to be duly served when sent by prepaid registered post to the LANDLORD or delivered by hand to the current place of payment of rental, which address the LANDLORD nominates and chooses as its domicilium citandi et executandi.

20. **PAYMENT OF RENTAL**

The rental shall be paid in advance on the first day of each and every month, without deduction or demand and free from bank exchange at the address of the LANDLORD specified in clause 13 of THE SCHEDULE, or at such other place or places in the Republic of South Africa or to such other persons as the LANDLORD may from time to time by previous written notice appoint. It is specifically recorded that any amounts paid by the TENANT shall be allocated first to the BASIC RENTAL and then to the Monthly Operating Costs in the LANDLORD'S sole discretion. It is specifically agreed that in the event of the TENANT failing to pay such Monthly Operating Costs on due date, the LANDLORD shall be entitled to interrupt the water and/or electricity supply to the LEASED PREMISES until such time as the Monthly Operating Costs has been fully paid up by the TENANT. The TENANT shall, if required to do so by the LANDLORD, arrange for a debit order on the TENANT'S bank account providing for payment of rental and other amounts in terms of this lease and shall revise that debit order from time to time as required by changed circumstances.

21. **COSTS**

The cost of and incidental to the preparation, execution and stamping of this lease shall be paid by the TENANT.

22. **DEPOSIT**

(d.) It is the responsibility of the TENANT to ensure that any electrical appliances such as fans and the electrical installation in such areas must comply with the relevant SANS code of practise applicable to hazardous locations and the selection of electrical apparatus in such locations.

Signed for and on behalf of the TENANT at Brankes this 15 day of July 2016.

As Witnesses :

L. Watkins
WITNESS

Shayra
WITNESS

[Signature]
TENANT
For Esri South Africa (Pty) Ltd (Reg. 1989-006809-07)

Signed for and on behalf of the LANDLORD at Brankes this 15 day of July 2016.
As Witnesses :

L. Watkins
WITNESS

Shayra
WITNESS

[Signature]
LANDLORD
For Midfront Investments (Pty) Ltd (Reg-2015-067105-07)

[Handwritten marks]

Tenant Details : Esri South Africa (Pty) Ltd

Lease in the name of Esri South Africa (Pty) Ltd

Registration number of the lease name : 1989/006809/07

Company Vat Number 4940101092

Contact details Tenant (for payment of account)

Full Name: Shaun Fulbeck

Work Tel : 011-238-6300

Cell Number 082-370-8090

Fax : 011-238-6310

Email Address sfulbeck@esri-southafrica.com

Postal Address P.O. Box Halfway House, 1685, Gauteng

**CAPE TOWN
OFFICE**

Elakin Property Services (Pty) Ltd

Postal Address: P O Box 15439
Farrarmere 1518

Registered Office: 8 Ligo Court
15 Anne Street
Sandringham 2192

1st May 2021

TO WHOM IT MAY CONCERN

RE: ESRI SOUTH AFRICA (PTY) LTD

This letter serves as confirmation that ESRI South Africa (Pty) Ltd leases office space from Elakin Property Services (Pty) Ltd and therefore does not receive an invoice from the city council for rates and taxes or municipal services.

The municipal accounts are addressed to Elakin Property Services (Pty) Ltd.

The physical address of the premises is Unit 302, The Armoury, Buchanan Square, 160 Sir Lowry Road, Woodstock, Cape Town.

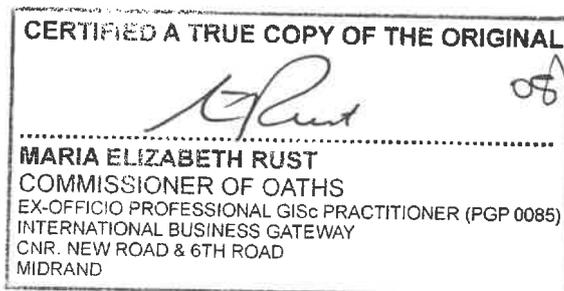
The lease runs until 30th April 2026

If you require any further information, please do not hesitate to contact me on 011 849 7008.

Yours faithfully



Elaine Hine
Director



Directors: Elana McKivergan, Elaine Hine

Co. Reg. 2008/007563/07

Account details as at 03/11/2021

Account number 234002616



PROPERTY RATES (Period 06/10/2021 to 03/11/2021) 29 Days

At BUCHANANS, BUILDING NO 1, Unit 302, 154 SIR LOWRY ROAD, DISTRICT SIX / Erf

162844

Industrial

From 06/10/2021 : R 2040000.00 @ 0.0120600 ÷ 365 x 29

1954.71

1954.71



IMPROVEMENT DISTRICT (Period 06/10/2021 to 03/11/2021) 29 Days

At BUCHANANS, BUILDING NO 1, Unit 302, 154 SIR LOWRY ROAD, DISTRICT SIX / Erf

162844

Total value

& From 06/10/2021 : R 2040000.00 @ 0.00145800 ÷ 365 x 29

236.32

236.32

Add 15% VAT on amounts marked with & above

35.45

0% VAT on amounts marked with # above

Current account: Total due

2226.48

CERTIFIED A TRUE COPY OF THE ORIGINAL

12/11/2021

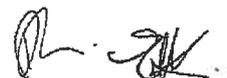
MARIA ELIZABETH RUST
 COMMISSIONER OF OATHS
 EX-OFFICIO PROFESSIONAL GISc PRACTITIONER (PGP 0085)
 INTERNATIONAL BUSINESS GATEWAY
 CNR. NEW ROAD & 6TH ROAD
 MIDRAND

PROPERTY RENTAL AGREEMENT BETWEEN

ELAKIN PROPERTIES (PTY) LTD
2008/007563/07
(Hereinafter "The LANDLORD")

AND

ESRI SOUTH AFRICA (PTY) LTD
1989/006809/07
(Hereinafter "The TENANT")



2. THE PREMISES:

The entire premises at Unit 302, The Armoury, Buchanan Square, 160 Sir Lowry Road, Woodstock, Cape Town, 7925. The premises having a floor area measuring 388m².

3. PERIOD OF LEASE:

3.1 The initial period of the lease shall start on the 1st day of May in the year 2021 and shall run for a period of five years terminating on the 30th day of April 2026.

3.2 The lease may be renewed under the same terms and conditions as the initial period if agreed to by both parties. In the event of renewal of the lease, any escalation clauses shall remain in force as if the lease had not terminated

3.3 After the initial period of the lease this property rental agreement may be cancelled by either the Landlord or the Tenant by giving one month written notice.

3.4 For the purposes of this property rental agreement a month shall be construed to be a calendar month.

4. RENTAL:

4.1 The monthly rental for the premises for the first 12 months is an amount of R85,000.00 (Eight five thousand Rand) excluding value added tax (VAT) plus R15,000.00 (fifteen thousand Rand) for 11 parking bays parking.

4.1.1 The rental excludes an amount payable for rates and taxes which will be recouped monthly by the Landlord from the Tennant in addition to the rental amount.

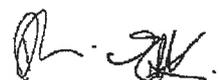
4.2 The said monthly rental is escalated annually at a rate of 8% (Eight Percent) of the monthly rental for the previous year.

4.3 Rental shall be paid monthly in advance on or before the first day of the month, without any deduction whatsoever to the Landlords bank account :-

Nedbank
Account Number: 1497222168
Sorting Code: 149745

4.4 In the event of the rental or any portion thereof not being paid on the due date, or the Tenant failing to meet his obligations under this property rental agreement, or the Tenant surrendering his estate or being sequestrated, provisionally or otherwise, the Landlord shall be entitled to by written notice require the Tenant to comply with the specific obligation which he has failed to meet within 14 (FOURTEEN) days after receiving the said written notice by hand or within 14 (FOURTEEN) days after the sending thereof per registered mail, and should the Tenant still fail to comply with such obligations the Landlord shall be entitled to:

4.4.1 cancel this property rental agreement, eject the Tenant and/or any other persons occupying the premises without prejudice of his rights to claim arrear rental;



4.4.2 claim payment of any arrear rental or any other monies due, be it compensation for damages to the premises, or damages arising out of breach of the agreement by the Tenant.

4.6 In the event of the Tenant not vacating the property after cancellation of the agreement by leaving his property or possessions behind, the tenant shall be liable for the rental.

4.7 The Tenant shall not be entitled to any reduction in rental while the Landlord does repairs to the property nor shall the Tenant be able to withhold any rentals due.

5. ADDITIONAL PAYMENTS BY TENANT:

5.1 The Tenant shall from the date of commencement of this Agreement promptly pay for all expenses incurred by means of water use, electricity and or gas supply, sewer, effluent and sanitary fees, rubbish disposal and all charges arising out of any telephone or other service installed on the Premises.

5.2 The cost of this Property Rental Agreement together with any Stamp Duty (if required) thereon shall be paid by the Tenant.

5.3 All legal and collection costs incurred by the Landlord in respect of any legal steps taken by him against the Tenant to enforce any of the Tenant's obligations in terms of this Agreement shall be paid for by the Tenant to the extent permissible by law.

Should the Tenant fail to make payment of any of the aforementioned, the Landlord shall have the right without prejudice to his other rights in law or under this Agreement to effect payment himself and to recover the amounts so expended from the Tenant.

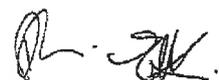
6. DEPOSIT:

6.1 The Tenant must deposit an amount of R100,000.00 (One Hundred Thousand Rand) with the Landlord on signature of this Property Rental Agreement. This deposit will be held by the Landlord and may be used at any time to repair damages caused by the tenant to the Premises. The deposit or balance thereof will be refunded to the Tenant when this Agreement expires and after inspection of the Premises but not later than thirty days after this Agreement expires. The deposit may also be utilized for the payment of amounts due and owing by the Tenant in terms of this Property Rental Agreement as well as the cost of repairing damage (other than ordinary wear and tear) to the Premises and/or replacing lost keys. This provision is purely for the benefit of the Landlord and does not relieve the Tenant in any way from the obligation of any other payment or liabilities in terms thereof.

6.2 The Tenant shall not under any circumstances be entitled in the final month of the tenancy to withhold payment of the rent or portion of the rent for the final month and to set off such payment against any deposit which the Tenant may have paid in terms of this Property Rental Agreement.

7. TENANT OBLIGATIONS:

7.1 The Tenant has inspected the Premises and confirms that they are suitable for the purposes for which they are let for the duration of this Agreement.



7.2 The Tenant acknowledges that the Premises are in a good state of repair and specifically acknowledges that at commencement of this Property Rental Agreement, all of the sanitary installations and equipment, electrical installations and equipment, keys, locks, doors, windows, wash basins and taps are in a good state of repair and working order.

7.3 The Tenant shall give written notice to the Landlord within 7 (SEVEN) days after the commencement date, of any structural defects in the Premises, or any defects in the abovementioned installations and equipment, and the absence of such notice shall constitute prima facie proof of the absence of any defects or missing articles and the good condition of the Premises. Any notice given by the Tenant shall not place any obligation on the Landlord to effect any repairs but will serve only to record the state of repair.

7.4 The Tenant shall allow the Landlord or his agent access to the Premises at all reasonable times with prior arrangement with the Tenant, to inspect the Premises or to carry out any work that may be required to be done or are deemed to be necessary in order to keep the property fixtures and fittings in good order and conditions.

7.5 The Tenant undertakes to maintain the Premises and to return same in a clean and neat condition at the expiration of this Property Rental Agreement. The Tenant will be liable to promptly attend to any repair that may be necessary and in general attend to the upkeep and maintenance of the Premises, alternatively to reimburse the Landlord for the cost of replacing or repairing any breakages or defects. The parties also agree that the Landlord or his authorized agent may at anytime with prior arrangement with the Tenant inspect the Premises and point out any aspect that needs attention whereupon the Tenant shall be obliged to attend hereto within 7 (SEVEN) days after given written notice to do so. A failure to comply will constitute a breach of contract in terms of this agreement.

7.6 The Tenant undertakes to keep and maintain all gutters, sewerage pipes, water pipes and drains on the Premises free from obstruction and/or blockage.

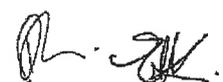
7.7 The Tenant shall use and operate all electrical and plumbing fixtures properly.

7.8 The Tenant shall not remodel or make any structural changes to the Premises, nor shall the Tenant deface, mark, paint or drive nails, hooks or screws into any doors, walls, ceilings or floors, nor shall the Tenant attach or remove any fixtures or locks without the Landlord's prior written permission.

7.9 The Tenant acknowledges that any improvements made by the Tenant on or to the Premises shall become the property of the Landlord on termination of this Property Rental Agreement and the Tenant shall not be entitled to remove any such improvement unless so demanded by the Landlord in writing, nor claim from the Landlord any compensation in respect thereof. The Tenant further agrees to repair all damage caused by such removal failing which, the Landlord may have the improvements removed and damage repaired and recover all costs so incurred from the Tenant.

7.10 The Tenant shall not do or allow to be done in any way anything which would increase the premiums of or vitiate the Policies of Insurance on the property.

7.11 The Tenant shall keep the grounds of the Premises in a clean and tidy condition, free from all litter and rubbish, garden refuse and discarded appliances or motor parts and shall keep the hedges trimmed, lawns mowed and flowerbeds neat and tidy.



7.12 The Tenant agrees to use the Premises solely as offices for the Tenant.

7.13 The Tenant shall not, without the Landlord's written consent, which consent will not be unreasonably withheld:

7.13.1 Cede, assign, transfer, alienate, burden any of its rights or delegate any of its obligations under this Agreement.

7.13.2 Surrender occupation or possession of the Premises or permit any person whether as licensee, subtenant, agent, occupier, custodian to take possession or occupation of the Premises.

7.14 The Tenant shall conduct himself/herself and require persons on the premises with his/her consent to conduct themselves in a manner that will not contravene any law, bylaw, ordinance or regulation applicable in respect of the Premises nor cause or permit any nuisance.

7.15 The Tenant shall allow the Landlord or his agent and/or any prospective Tenant or Purchaser to view the exterior and interior of the Premises during reasonable hours, provided a prior appointment to do so has been made with the Tenant.

7.16 The Tenant shall maintain all fittings and appliances installed in the premises. These include geysers, airconditioners and all electrical outlets (plugs, light fittings). Any additional electrical capacity required shall be for the cost of the Tenant.

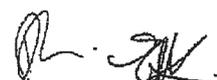
8. LANDLORD OBLIGATIONS:

8.1 The Landlord shall be responsible for maintaining the main walls, roof and other structural parts of the Premises in good order and repair. Should the main walls, roof or other structural parts of the Premises become in a defective condition resulting in such consequences as leakage or danger to the Tenant, it shall be the obligation and duty of the Tenant to advise the Landlord of such defective condition in writing and the Landlord shall take steps to have the defective condition rectified without delay.

8.2 The Landlord shall not be liable for any compensation for any damage suffered by the Tenant as a result of rain, hail, snow, leakage, fire, flooding, storms, riot, theft, robbery or in general any damage as a result of any act or negligence whatsoever nor any damage suffered as a result of the interruption of water or electricity or gas supplies. Should the destruction be due to the default or negligence of the Tenant, his family, servants or persons occupying the Premises under him, the Landlord shall under these circumstances be entitled to claim payment of such damages as the Landlord may have suffered. If in any event the damage suffered to the Premises result in that the Premises is not suitable for the purpose for which it has been leased, it shall constitute a ground for the Tenant or the Landlord to cancel this Property Rental Agreement.

8.3 The Landlord shall be liable to pay all rates and taxes / levies payable in respect of the Premises to the local authority / body corporate / share block company / home owner's association concerned.

8.4 The Landlord undertakes that he will not accept any offer for the purchase of the Premises without first offering to sell the Premises to the Tenant. This pre-emptive right must be carried out by the Tenant within 14 (FOURTEEN) days after the offer has been made by the Landlord.



9. NO WAIVER:

No relaxation, indulgence, waiver or concession which the Landlord may show at any time whatsoever in regard to the carrying out of any of the Tenant's obligations in terms of this Property Rental Agreement, shall prejudice any of the Landlord's rights under this agreement in any manner whatsoever or be regarded as a waiver of any of the Landlord's rights in terms of this agreement.

10. LIMITATION OF LIABILITY:

The Tenant and any other person associated with the Tenant including but not limited to employees or visitors shall have no claim for injury, damages or loss sustained directly or indirectly in or about the Premises against the Landlord for any act or omission of the Landlord including but not limited to any agent, servant, cleaner, maintenance person, handyman, artisan or employee of the Landlord save from that arising due to active and actionable negligence or wilful misconduct.

11. NOTICES

Any notice, report, demand or other communication will be deemed properly given when made in writing in English and sent by courier, registered mail or delivered in person to the addresses below. If sent by courier or airmail, notice will be effective seven days from the date of deposit with the courier service or post office.

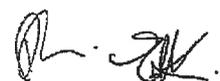
The Landlord : 8 Ligo Court
115 Anne Street,
Sandringham
Johannesburg, 2192
Tel :- 011-648-8953

The Tenant : International Business Gateway
Corner New Road and 6th Road
Midrand, 1687
Tel :- 011-238-6300

12. FULL AGREEMENT:

This lease contains all the terms and conditions of the Property Rental Agreement entered into by the Landlord and Tenant. The Landlord shall not be liable for any warranty, guarantee, representations or undertakings of whatsoever nature which might have been made to the Tenant by any person whomsoever, except as contained herein. The Landlord shall not be bound by any amendment, alteration or variation of the terms of this agreement, unless reduced to writing and signed by the Landlord and Tenant or any person duly authorized thereto in writing by them. Expressions in the singular also denote the plural and vice versa, pronouns of any gender include the corresponding pronouns of the other gender and words denoting natural persons also refer to juristic persons and vice versa. If any clause, or part of a clause, in this Property Rental Agreement is found to be unlawful, it shall not affect any of the other clauses whatsoever and the balance of the Property Agreement will remain binding on both the Tenant and Landlord.

13. WARRANTY OF AUTHORITY AND DECLARATION:



Any person or more than one person signing this Property Rental Agreement warrants his or her authority to do so AND that they have read it and understand it and voluntarily agree to it.

14. JURISDICTION:

The parties consent to the jurisdiction of the magistrate's court for the district of Midrand.

Signed at Midrand on this 1st day of May 2021

LANDLORD:



WITNESS:

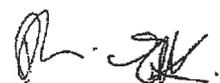


Signed at Midrand on this 1st day of May 2021

TENANT:



WITNESS:



DIRECTORS



Account Number :504004685

City of Johannesburg Property Rates	VAT 4790191292	Sub - Total	Total Amount
Category of Property: Property Rates Residential R 860,000.00 X R 0.0082200 / 12 (Billing Period 2021/10) Less rates on first R350 000.00 of market value Less phase-in rebate VAT: 0 %		589.10 -239.75 0.00 0.00	349.35

PIKITUP Refuse	VAT 4790191292	Sub - Total	Total Amount
Refuse Charge VAT: 15.00%		245.00 36.75	281.75

Current Charges (Including VAT)

631.10

CERTIFIED A TRUE COPY OF THE ORIGINAL

08/11/2021

MARIA ELIZABETH RUST
COMMISSIONER OF OATHS
EX-OFFICIO PROFESSIONAL GISc PRACTITIONER (PGP 0085)
INTERNATIONAL BUSINESS GATEWAY
CNR. NEW ROAD & 6TH ROAD
MIDRAND

Where can a payment be made?

Any CoJ Office; and Post Office; and 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.



a world class African city

Computer generated
TAX INVOICE

P J MC KIVERGAN
211 FRANCES STREET
OBSERVATORY
2198

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: 4780117194
VAT NO: JOHANNESBURG WATER: 4270191077

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

Date	2021/10/11
Statement for	October 2021
Physical Address	211 FRANCES STREET
Stand No./Portion	00000092 - 00000 - RE
Township	OBSERVATORY

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
2162 m2	1	2018/07/01	F1	Market Value R 2,105,000.00	Region F WARD 66

Invoice Number: 64004897995
Client VAT Number:

Next Reading Date: 2021/10/26
Deposit: R 0.00

Account Number: 205791730

PIN CODE: 846916

Previous Account Balance
Less: Incoming Payment (Last Payment Made 2021/09/28)
Sub Total
Current Charges (Excl. VAT)
VAT @ 15%

2,804.72
- 2,804.72
0.00
2,672.60
220.57

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due	
0.00	0.00	0.00	2,893.17	0.00	2,893.17	2,893.17	
						Due Date	2021/10/26

City of Joburg extends its Debt Rehab programme from 26 August until 30 December 2021. Application forms online www.joburg.org.za or email debtrehab@joburg.org.za T's and c's apply.

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08/11/2021

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INTERNATIONAL BUSINESS GATEWAY
CNR. NEW ROAD & 6TH ROAD
MIDRAND



Remittance Advice:

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

EasyPay 91115 2057917300

Postal Office 0146 205791730



516008800111159 20579173008

Date: 2021/10/11 P J MC KIVERGAN
Acc. No.: 205791730 211 FRANCES STREET

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 205791730

Total Due 2,893.17
Due Date 2021/10/26



Account Number: 205791730

City of Johannesburg Property Rates	VAT 4760117194	Sub - Total	Total Amount
Category of Property: Property Rates Residential R 2,105,000.00 X R 0.0082200 / 12 (Billing Period 2021/10) Less rates on first R350 000.00 of market value VAT: 0 %		1,441.93 - 239.75 0.00	1,202.18

Johannesburg Water Water & Sanitation	VAT 4270191077	Sub - Total	Total Amount
Sewer monthly charge based on Stand size 2162 m2 (Billing Period 2021/10) VAT: 15.00%		1,033.51 155.03	1,188.54

PIKITUP Refuse	VAT 4790191292	Sub - Total	Total Amount
Refuse Charge VAT: 15.00%		360.00 54.00	414.00

City of Johannesburg Sundry	VAT 4760117194	Sub - Total	Total Amount
Clearance Admin Fee Debit VAT: 15.00%		76.91 11.54	88.45

Current Charges (Including VAT)	2,893.17
--	-----------------

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[Signature]

MARIA ELIZABETH RUST
 COMMISSIONER OF OATHS
 EX-OFFICIO PROFESSIONAL GISc PRACTITIONER (PGP 0085)
 INTERNATIONAL BUSINESS GATEWAY
 CNR. NEW ROAD & 6TH ROAD
 MIDRAND

08/11/2021

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

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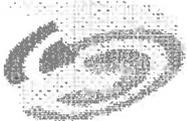
When to make a payment
 Payments must reach the CoJ on or before the due date.

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.

Certificate issued by the Companies and Intellectual Property Commission on Friday, September 03, 2021 06:20
Certificate of Confirmation

Companies and Intellectual Property Commission
a member of the dti group



Registration number 1989 / 006809 / 07

Enterprise Name **ESRI SOUTH AFRICA (PTY) LTD**

Enterprise Shortened Name **ESRI SA**

Enterprise Translated Name **None provided.**

Registration Date **17/11/1989**

Business Start Date **17/11/1989**

Enterprise Type **Private Company**

Enterprise Status **In Business**

Financial year end **February**

Main Business/Main Object

Postal address **PO BOX 652
HALFWAY HOUSE
MIDRAND
GAUTENG
1685**

Address of registered office

**INTERNATIONAL BUSINESS GATEWAY
CNR NEW ROAD AND 6TH AVENUE
MIDRAND
GAUTENG
1682**

CERTIFIED A TRUE COPY OF THE ORIGINAL
08/11/2021

[Signature]

MARIA ELIZABETH RUST
COMMISSIONER OF OATHS
EX-OFFICIO PROFESSIONAL GIS& PRACTITIONER (PGP 0085)
INTERNATIONAL BUSINESS GATEWAY
CNR NEW ROAD & 6TH ROAD
MIDRAND
THE Companies and Intellectual Property Commission
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docek 256, PRETORIA
Call Centre Tel 086 100 2472, Website www.cipc.co.za



Certificate issued by the Companies and Intellectual Property Commission on Friday, September 03, 2021 05:20

Companies and Intellectual Property Commission
 a member of the dti group

Registration number

1989/006809/07

Enterprise Name

ESRI SOUTH AFRICA (PTY) LTD

Auditor Name

MFG ACCOUNTANTS INCORPORATED

Postal Address

P O BOX 11360
 HATFIELD
 0028

Designated Auditor Name

GROBELLAAR COERT

Postal Address

Active Directors / Officers

Surname and first names

MC KIVERGAN, PATRICK JOHN

ID number or date of birth

6005195714186 Director

Appoint-ment date

01/03/2002

Addresses

Postal: 1537 MPHELE STREET,
 DUBE, DUBE, GAUTENG, 1801
 Residential: 1537 MPHELE
 STREET, DUBE, SOWETO,
 GAUTENG, 1801
 Postal: PO BOX 28801,
 KENSINGTON,
 JOHANNESBURG, GAUTENG,
 2101
 Residential: 211 FRANCIS
 STREET, OBSERVATORY,
 JOHANNESBURG, GAUTENG,
 2198

NKOSI, SHEELBOY HENDRY

5702235800089 Director

16/09/2013

Addresses

CERTIFIED A TRUE COPY OF THE ORIGINAL
 08/11/2021

MARIA ELIZABETH RUST
 COMMISSIONER OF OATHS
 EX-OFFICIO PROFESSIONAL GIS PRACTITIONER (PGP 0085)
 INTERNATIONAL BUSINESS GATEWAY
 CNR, NEW ROAD & 6TH ROAD
 MIDRAND



The Companies and Intellectual Property Commission
 of South Africa
 P. O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.
 Call Centre Tel 086 100 2472, Website www.cipc.co.za



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[Handwritten Signature]

08/11/2021

MARIA ELIZABETH RUST
COMMISSIONER OF OATHS
EX-OFFICIO PROFESSIONAL GISC PRACTITIONER (PGP 00965)
CNR. NEW ROAD & 6TH ROAD
MIDRAND

GEREGISTREERDE WOON- EN POSADRES

1. Bemaar die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie sake.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, so, straatnaam van -stroomer, ens. verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sake na die identifikasie van u, gebruik word om die veranderings aan te meld en moet in ooreenstemming met die vorm die samele adres - beskrywing van die DEPARTMENT VAN BINNELANDSE 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 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. 570223 5800 08 9



S.A. BURGERS/S.A. CITIZEN

VAN/SUNNAME

NKOSI

VOORNAAM/FORENAME

SHEELBOY HENDRY

GEREGISTREERDE OF -LEWY BIRTH REGISTERED OR BORN IN

SOUTH AFRICA

GEREGISTREERDE OF -LEWY DATE OF BIRTH

1957-02-23

DAATM UITREKSEL DATE ISSUED

1990-06-29

UITREKSEL OP BEGAD VAN DIE DIRECTOR-GENERAAL: BINNELANDSE SAKKE

ISSUED BY AUTHORITY OF THE DIRECTOR-GENERAL: HOME AFFAIRS



CERTIFIED A TRUE COPY OF THE ORIGINAL

Handwritten signature

06/11/2021

MARIA ELIZABETH RUST
COMMISSIONER OF OATHS
EX-OFFICIO PROFESSIONAL GISC PRACTITIONER (PGP 0085)
INTERNATIONAL BUSINESS GATEWAY
CNR, NEW ROAD & 6TH ROAD
MIDRAND

GESKIEDTE WERKSTREK WOO- EN POSADRES

1. Bewys dat die bewys van u GEREKISTREEPTE WOON- EN POSADRES in hande salde.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, by straatnaam en/of -nommer, ens. verander het, moet die vorm KENNINGSWING VAN ADRES/VERANDERING, wat in die salde agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gecos word aan die neareste streek- of streekkantoor van die DEPARTMENT 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. 600519 5714 18 6
NIE S.A. BURGERS/NIET S.A. BURGERS

MC KIVERGAN

PATRICK JOHN

GEBOORTESTRUK OEWELAND/
DISTRICT OR COUNTRY OF BIRTH
U.S. AMERICA

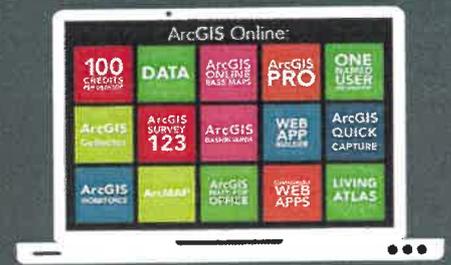
1960-05-19

1987-06-04



ISSUED BY AUTHORITY OF THE DIRECTOR GENERAL HOME AFFAIRS

Maintenance



Esri South Africa | Maintenance

The Esri South Africa Maintenance Programme is a cost-effective and comprehensive suite of products and services to support your organisation through the provision of the latest ArcGIS updates, technical support, and many other benefits. By participating in the Maintenance Programme, you can access and take advantage of the latest versions of the ArcGIS software as soon as they are released.

The Maintenance Programme includes:

1. Latest ArcGIS Technology

New releases and software updates. Customers will be notified as soon as product updates are available. Updates include feature enhancements and improved performance, as well as new functionality and technology enhancements.

2. Technical support

When you are a part of the Maintenance Programme, you can contact Esri South Africa's Technical Support Team anytime you need assistance in implementing the software, i.e. licencing. Maintenance includes [unlimited phone and email support](#) as well as secure remote assistance from skilled and experienced support specialists.

Esri South Africa has access to the Esri Global International Support Team to help resolve issues quickly and collaboratively when they cannot be resolved locally. This includes bug fixes and workarounds to common problems.

3. ArcGIS Online Subscription (One Year)

ArcGIS Online enables you to connect people, locations, and data using interactive maps. ArcGIS Online can be used anytime, anywhere within the ArcGIS Platform. Esri takes care of the data updates and maintenance so you are free to use current spatial content and focus on your work.

a) Your ArcGIS Online subscription includes;

- 100 service credits
- One Creator User Type
- Configurable Web Apps (StoryMaps, Mapping Apps and Dashboards)
- Rich online content including a variety of open datasets, the Living Atlas of the World (curated content) and Basemaps
- ArcGIS Hub Basic (Free Version)

b) Mobile apps

- ArcGIS Survey123
- ArcGIS Collector
- ArcGIS QuickCapture
- ArcGIS Workforce

c) **Miscellaneous**

- ArcGIS Maps for Office
- ArcGIS Maps for Power BI (Free version of Power BI)

4. **Unlimited E-Learning**

Enjoy unlimited access to a large collection of self-paced E-Learning resources that help you jumpstart productivity, grow your ArcGIS skills, and assist you in implementing ArcGIS in support of your application requirements. E-Learning provides the opportunity to continually improve your skills and offers on-going self-paced training for users.

5. **Training**

Whether you're completely new to ArcGIS, a developer looking to geo-enable your apps, or a GIS professional looking for tips to make your next project go more smoothly, we have training to help you achieve your goals. Esri South Africa provides training in both ArcGIS Desktop and ArcGIS Pro, providing customised courses for focussed, relevant training.

Esri South Africa is the only [Esri International Accredited learning](#) centre in Southern Africa.

Esri South Africa offers discount on training courses to customers on the Maintenance Programme.

6. **Monthly seminars**

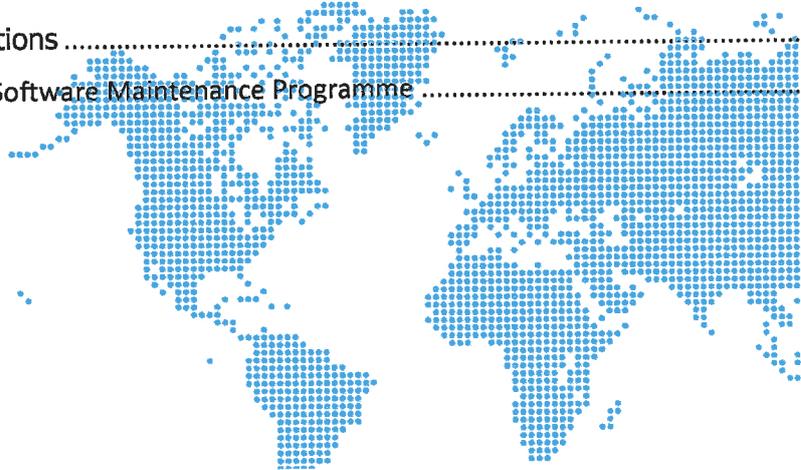
Attend user sessions to learn more about the latest technology tools, techniques and user implementations. These are complimentary sessions for any maintenance customer.

2021

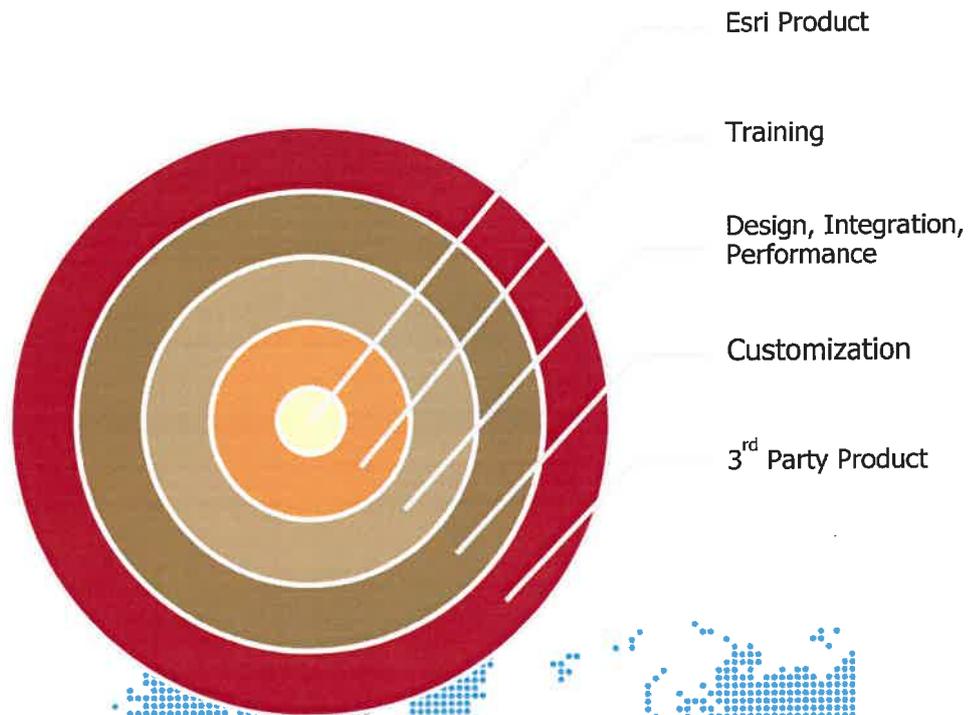
Technical Support & Maintenance Programme

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Contact Details	7
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Esri South Africa Software Maintenance Programme	10



Esri South Africa using a Bull's eyes matrix to categories cases and suggest other relevant resources and provide users with consistent and positive customer experience.

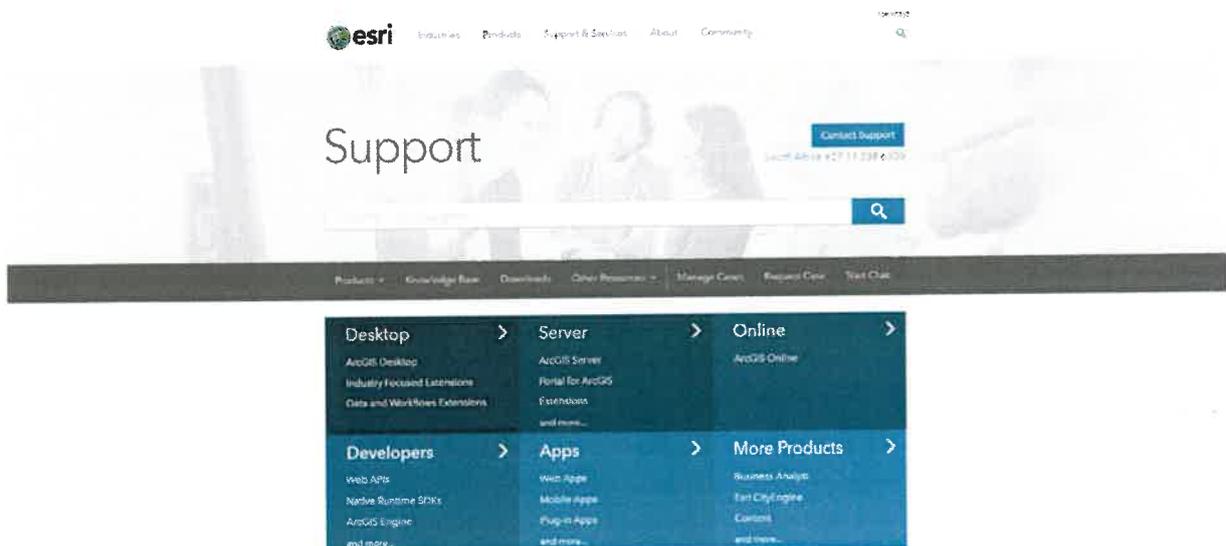


The diagram above shows how cases are placed on the chart and how resources will be allocated to the case. The further away from the Bull's eye centre the less is the problem related to Esri's product. By venture of being in the Maintenance program, customer qualifies to receive the level of technical support that corresponds with the product life cycle. Other departments like Training and professional services are called in to assist with cases that less product-related and more user-specific.

Support of an environment means Esri will do everything reasonably possible to support and correct problems. Some problems are not solvable by Esri (for example, RDBMS bugs, operating system bugs, Web server bugs, or compiler incompatibilities). Sometimes Esri's support of a site will require the site to upgrade the environment. If no other reasonable alternative is available, and Esri cannot fix the problem, we may provide a patch. Patches will be provided using our existing methods for building and releasing patched software.

Self-help

Self-help is aimed at improving Customer personnel' technical skills and equip them with best practices. It is an important part of support as it will help the users' develop troubleshooting skills and thus minimizing downtime. There is a rich and simple to understand content to resolve and get around your everyday issues on your own. There are tons of online resources, knowledgebase articles, and an interactive online community. Visit our support website or blog for more info.



Standard Support Service

The Standard support will provide the Customer with access to technical support technicians who are Esri product experts. The support line provides help with installation, authorization, upgrades, configurations and various system errors resulting from an Esri standard products. The Customer will have direct contact with the Support Services desk by telephone via email or submit a My Esri form between **8:00 am -16:30 Monday -Friday**.

Case Management System Process

On the May 6th, 2019 Technical Support switched over to Esri Global Support platform, this was done to ensure that we provide our customers with much-improved turn-around time and better services. Greater visibility to cases, self-service with knowledge integration.

What the Customer can expect is;

1. Improve case management system.
2. Improved turnaround time for license management and escalated calls
3. A new reporting system
4. Since the May 6th, 2019 Customer will have access and track all logged cases on My Esri.

My Esri Portal



My Esri is a one-stop-shop platform for your GIS system needs like license management, training and technical support. Customer approved users can log cases directly in My Esri and track the cases progress from anywhere, anytime, and from any device.

Once the case is logged our team of experts are readily available to assist. To ensure the queries are processed quickly and efficiently the technicians will need to:

- determine whether the problem is related to Esri software
- that problem can be replicated and is not just a misstep. Using [self-help resources](#) can provide to be of great help especially for those missteps.
- check whether the problems are random or consistent
- determine whether the problems exist on one or more workstation.

This method ensures that there is enough information to work about the case and resolve it on time.

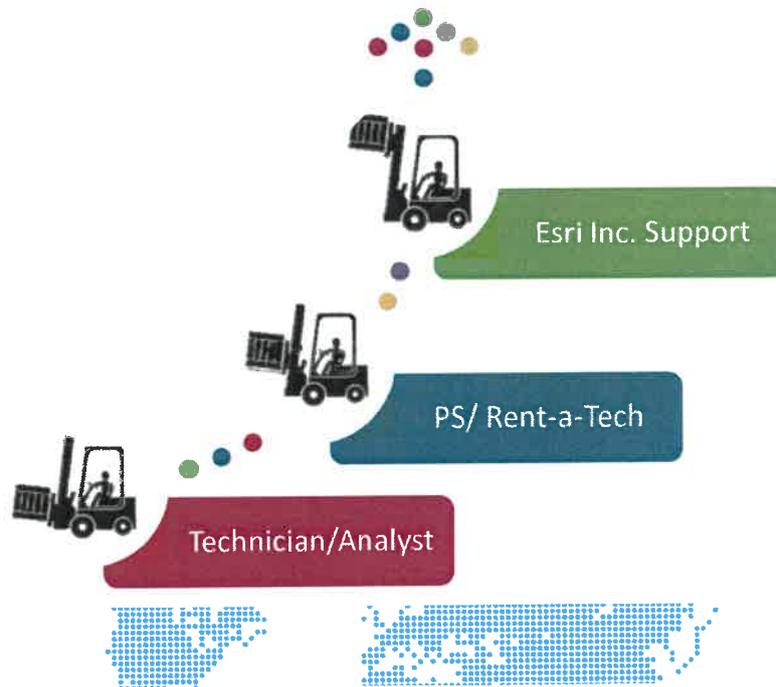
When sending a technical request including a descriptive workflow and screenshots in your email or My Esri form. Provide Technical Support has the following information;

1. Company name
2. Esri customer number (5-digit, see invoice/delivery note)
3. Names (First and Last Names)
4. Phone (direct dial) and e-mail address
5. Esri Software

All this information is required to ensure that the request is properly documented under a unique number in our systems. The Support Personnel will gather all information regarding the problem, determine the cause of the error, and respond accordingly. Once a solution is found a Support Personnel will then activate the "fix" with the client at the earliest opportunity. If necessary "implement the fix" into the live environment. If the call has been resolved successfully the call will henceforth be closed but can be reopened at the client's request.

Case Escalation Procedure

Sometimes the problems are complex and need to be escalated to Esri Inc. below is the process followed when escalating a call. Esri South Africa is committed to providing quality service and in helping the customer by providing a comprehensive and integrated case management procedure. Severe cases are handled individually and based on the merits. The procedure explained below is only applicable to the Esri's core products. Support process for customized solutions is covered under Customized Products.



The Global Support initiative has enabled Esri Support technicians to collaborate in real-time. The following procedure shall be followed when escalating a case:

- After evaluating and attempting all the steps explained in the Esri Support Procedure the Technician shall inform the Support Manager of the case and its merits.
- The case will be considered based on Known or New issues and whether is bug or enhancement.
- If a case is a known problem a fix/service pack may be issued immediately subject to availability and regular Esri updates.

New issues are sent to Esri Inc. support for further examination and fix.

- An Esri technician will be assigned to the case to identify a possible workaround.
- If the problem is identified as a bug and no workarounds available, a Hotfix may be considered.

A hotfix request is a process outside the Esri normal software update specifically designed to fix the Customer's problem. (a business may be needed)

- Product Enhancements are submitted on the [Esri Ideas](#) and maintained through the regular software updates.

Customized Products

Customized products are covered under the professional services and as part of the project. Esri Support services will attend to these calls like the Standard procedure outlined in the sections above. Council for Geoscience personals are required to log a call with Esri South Africa as soon as the problem is identified. Once the call has been logged an Account manager will be informed and if needed additional case resources such a Developer and System design architects will be notified. This is an extra layer of case management to ensure that the customer does not lose production time. Technical support service will work with both the account manager and the clients for further specification on the case to speedily resolve the case.

Technical Advisor

Some functions, applications, workflows or applications can be tricky or convoluted and require bespoke technology transfer or hands-on training. Here an Esri South Africa technical advisor can come to your offices and provide advice on key GIS concepts or/and tools and assist with the planning and execution of the task at hand. This can include recommendations on best practices and operational workflows based on the project scope and requirement

Reporting

Every month, Esri Support services will issue a technical report and report summary to report to the account manager and Customer. These documents report on the work done and the status of the calls. Below is an example of the report summary. This information is available on My Esri and can be accessed at any time.

Case ID	Case Name	Status	Assigned To
1045283
1045284
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1045292
1045293
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1045300

Term and Conditions

All Support Requests must be submitted to the Esri South Africa Desk, by telephone using the Support Request Number, or by electronic mail using the electronic mail address.

Esri South Africa shall:

- ensure that the Desk is staffed at all times during Normal Business Hours by suitably qualified Support personnel and that the Support Request Number is diverted to the member of the Support Personnel who is on standby, to enable Support Request to be made outside Normal Business Hours;
- ensure that all Support Requests are logged by the Desk as soon as it is possible in the circumstances and that the Customer is regularly notified in writing or via electronic mail of the Service Requests that have been logged by the Desk;
- Reserves the right to determine which Support Personnel will render the support based on availability and the consultant most qualified to perform the task. Where possible, calls will be done by the support personnel who is most familiar with the application.
- Esri South Africa is only responsible for the application. If the problem is proven to relate to environmental factors such as the network, hardware, operating systems, or base technology (e.g. Customer database issues), then the support call will be closed at that point. Once the environmental factors have been resolved, a new support call can be logged to address any negative impacts due to the failure of the environmental factors.
- Esri South Africa will incur no liability in respect of any losses or damages whatsoever, arising out of downtime or in consequence of any support call.
- The Support Personnel may determine there to be a problem with the base technology and is unable to resolve the support call without the input from the main technology supplier. It is important to note, that given the main supplier of the base technologies are situated in the USA, there could be delays in communication due to time zones differences.
- Esri South Africa submit detailed timesheets for all support calls to the Customer every month for verification and sign off.

Esri South Africa Software Maintenance Programme

Geographic Information System (GIS) technology, like other Information Technologies, is forever changing and improving. This changing environment, enhanced hardware, new versions of operating systems, new database releases etc., together with the demands from the GIS user community for new functionality and applications requires an approach to make sure that valued customers have access to the latest Esri software and comprehensive technical support, as detailed above.

To ensure that all users of ArcGIS technology obtain maximum value from their GIS investment, Esri South Africa has a Software Maintenance Programme which is annually renewable after the initial 12 months' free maintenance included with the purchase of the software.

The Software Maintenance Programme subscription ensures that all users current on maintenance have access to various benefits of the programme, including:

Software Updates:

- The latest version of the Esri GIS software
- Access to the latest software technology developments
- Improved usability by having the latest software patches and fixes
- Access to incremental software improvements in software versions

Technical Support Services:

- Dedicated local staff to facilitate user queries telephonically or through email or web services on issues like software installation, software configuration, software licencing and related technical problems that might occur during project execution.
- Majority of calls resolved within 24 hours
- Direct access to Esri Inc. technical support via Esri South Africa Support Staff to escalate more challenging queries.
- Access to extensive skills gained from the GIS user base who may have had similar queries.
- Access to our comprehensive support database built by Esri South Africa.
- Access to various online discussion groups and forums.
- Indirect access to a comprehensive pool of GIS application developers, locally and internationally.

Seminars:

- Regular no cost technology seminars at Esri Offices. (PLATO CPD accredited points)
- Opportunity for continuous skills development

User Conferences:

- Reduced fees to attend the bi-annual Esri South Africa.
- Complimentary registration to the annual Esri International User Conference in San Diego, California, to Software Maintenance Clients who are current on the qualifying Esri software products.

Easier budgeting and software procurement:

- No software conflicts since the requirement to be current on annual Software Maintenance Programme is always met. All users on the same software version and release.
- More effective budgeting as the Software Maintenance Programme will ensure that organisations do not need to find additional funds for capital purchases to procure software upgrades as they are released.
- Easy transfer or upgrade to other Esri products and license types by paying only the difference in the standard license price.

Enhanced product administration and technical communication:

- Organisations find themselves having access to the latest version of the Esri software via tangible media or download.
- No incompatibility problems between different users in an organisation.
- Streamlines technical support and learning, sharing within an organisation.





esri South Africa

COMPANY PROFILE

VISION

Simplifying decisions, making a difference, through spatial awareness.

MISSION

Organising, integrating and analysing spatial information through innovative Geographic Information Systems technology, making it accessible enterprise wide for advanced decision making



Esri South Africa is the sole distributor for the Esri ArcGIS product range in Southern Africa and they have established themselves as the leader in GIS technology over the past 30 years.

As part of the Esri Global Business Network, Esri South Africa has successfully forged lasting relationships with GIS technology users in Southern Africa and we continually strive to be of similar value to our new and potential users. It has been extremely rewarding to see our valued customers grow from desktop users to advanced server and enterprise users.

Esri South Africa has established a Business Partner Program which relies on our ability to work closely with value-added resellers, developers and consultants. The Business Partner network exists throughout Southern Africa, with distributors in most Southern African countries including Namibia, Botswana, Zimbabwe, Zambia, Malawi, Angola, Swaziland and Lesotho.

At Esri South Africa we believe that the implementation of GIS technology can make a positive difference to the quality of peoples' lives in Africa. Even though we are a technology based company, we value personal relationships and endeavour to provide a professional and personal service to all of our clients. Esri South Africa is currently a level 2 contributor to BBBEE using the ICT sector charter for Generic Scorecards. Esri South Africa has currently 26% black shareholding and 50% black management on board level.

We take pride in the fact that we are an equal opportunity company. Esri South Africa has adapted its Company policies and strategy according to the Broad Based Black Economic Empowerment (BBBEE) initiative. In actively pursuing transformation within the Company, Esri South Africa builds on a talented and highly effective staff pool through training and development, as well as through skills transfer.

Esri South Africa has structured the company into a number of business units, each specializing in an aspect of the business process. These units handle sales, support, training, professional services and education.

A brief description of each of the units follows on the next page.



esri South Africa

COMPANY PROFILE

SALES

The Sales team is equipped to provide integrated turnkey geo-information solutions from desktop, mobile and online products to server based products for the enterprise environment. Esri South Africa is an authorised re-seller of GPS equipment, large and small format scanners, large and small format digitisers and large format printer/plotter/copier solutions.

Contact: info@esri-southafrica.com

SUPPORT

One of the key issues in successful GIS and Remote Sensing (RS) implementation is software support. It is, in fact, essential that these relatively new technologies be well supported to help users with the steep learning curve. Esri South Africa has an experienced support unit who provide a computerized hot-line facility, software support, hardware support and communications support.

The support team has three permanent staff members who have direct access to the larger Esri South Africa and Esri expertise pool.

Contact: support@esri-southafrica.com

TRAINING

The training unit offers a wide range of GIS and RS-related training, from high level executive GIS/RS training, to database design and detailed application development training. Esri South Africa offers customised training either on site or at one of our offices. The Esri South Africa Midrand offices have three fully equipped training rooms as well as two Mobile Training Units which can be utilized anywhere in South Africa. The Trainers are experts in their fields and have been trained and certified overseas.

Contact: training@esri-southafrica.com

PROFESSIONAL SERVICES

We pride ourselves on having the largest pool of GIS expertise in Southern Africa. Our technical staff continues to stay abreast of the latest GIS technology developments and applications, which are used by the top companies throughout the world. These have been adapted to suit African conditions and are thoroughly tested in a number of relevant situations.

Esri South Africa technical staff are positioned to develop and maintain solutions to:

- Promote successful design of distributed enterprise spatial environments
- Promote successful implementation of enterprise spatial projects
- Provide quality systems consulting and installation services

Contact: info@esri-southafrica.com

EDUCATION

A highly dynamic group facilitates GIS awareness and GIS literacy at primary, secondary and tertiary levels of education, by providing cost effective software, curriculum aligned learning material and SAQA training for educators. Esri South Africa has taken a strategic decision to team up with Government (Department of Land Affairs) and Schools of Technology in order to support our internship program. This includes mentoring and introducing students to the exciting world of GIS and other geo-spatial solutions, such as Remote Sensing.

Esri South Africa is currently the preferred supplier of educational solutions for the National Department of Education.

Contact: education@esri-southafrica.com

IMPLEMENTATION & OPERATIONAL SUPPORT

As part of Esri South Africa's strategy to be the Esri ArcGIS technology leader in Southern Africa, the company invests heavily in Research and Development and ensures that employees are on the forefront of technology. Esri South Africa focus is to deploy the latest technology within organizations operating mission critical systems, such as the City of Johannesburg, eThekweni Municipality and ESKOM.

Esri South Africa has conducted several projects throughout Southern Africa, covering all aspects of GIS implementation. The following list provides examples of relevant and current projects in which Esri South Africa has played a major role:

1. USER REQUIREMENT ANALYSIS

User Requirement Analysis is the first step in the GIS implementation process and is executed to establish software, hardware, data, personnel and application development requirements. Esri South Africa has been involved with potential users of their envisaged / anticipated systems to determine their GIS needs, including: National Department of Agriculture, NERSA and the Department of Public Works – Expanded Public Works Programme.

2. FUNCTIONAL AND TECHNICAL SPECIFICATIONS

Following the "laymen's" articulation of their needs, is the Functional and Technical Specifications of the proposed system. It is at this point where GIS Developers get involved to outline the functionalities and efficiencies of a system. At Esri South Africa we believe in planning comprehensively and implementing incrementally. The City of Johannesburg, the Department of Lands (Botswana) and AES Sonel (Cameroon) are just a few of the organisations who have been through this process with Esri South Africa.

3. DATABASE

DESIGN

GIS relies heavily on data effectively and efficiently stored and managed in databases, for optimal performance. Therefore Esri South Africa believes that Database design and development deserves professional attention. Huge Spatial databases were designed and implemented in the Oracle, SQL, DB2 or Informix environment for the City of Johannesburg, ESKOM and the eThekweni municipality.

Converting data from diverse formats for use in corporate databases often forms part of the process to populate databases. Esri South Africa was involved in various projects to convert CAD data and data from other legacy systems into single corporate databases, as was done for the Department of Education.

4. APPLICATION DEVELOPMENT

In the case of large corporate clients, specific applications are often needed to execute routine or repetitive tasks. These tasks may include menu driven applications to capture, analyse, query or display spatial information. Application development for server products is an area in which Esri South Africa excels and where the Company has developed major applications. Esri South Africa is a trusted technology advisor to the National Department of Transport, the National Department of Agriculture, the Department of Public Services Administration, City of Johannesburg and the Gauteng Department of Public Transport, Roads and Works.

5. TECHNOLOGY INTEGRATION

As GIS is incorporated into Enterprise processes and operations it becomes essential that GIS is seamlessly integrated with other Enterprise systems such as the Billing or Data Capturing System of an organisation. System integration, which ensures that other systems can feed the GIS system, is a relatively new area in which Esri South Africa can claim success. An example of this was the integration of the billing system of the City of Johannesburg with GIS, to identify service delivery points which had not received statements.

6. GIS OPERATIONAL SUPPORT

Once companies have obtained their GIS or when a project is completed, companies are often left to continue on their own. Esri South Africa has positioned themselves, through the Rent-a-Tech program to continuously support our clients:

- to evaluate and optimize system performance
- to execute system maintenance tasks
- on-site technical support
- fault finding or
- any other GIS related task that the client might need.

As an established GIS company, clients can rely on Esri South Africa's reputation as a stable, knowledgeable and supportive GIS technology provider!

CONTACTABLE REFERENCES

Below are some reference organizations that use exclusively Esri South Africa as their GIS provider

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed
City of Johannesburg - Marcelle Hattingh, (011) 407 6192	Corporate GIS Projects 2015-2016 : This project addresses the GIS Development requirements of Corporate Geo-Informatics for the 2015/2016 financial year and will not only include the implementation of the already developed software/new application developments on production but will also contain newly defined developments required	R 8 550 000.00	June 2016 (renewed annually, as per yearly requirements)
ESKOM Technology Transmission Division Eskom Holdings Limited - Zwoitwa Musetsho, (011) 655 2042	<p>ESKOM TxSIS Web System Maintenance and Technical Support : The maintenance and operational functioning of the TxSIS (ESKOM Transmission Line Information System) website, on an ongoing basis.</p> <p>These services are rendered on a Rent-a-Tech basis where an amount of hours are budgeted at the start of each financial year. These hours are utilised for: Maintaining the system with the minimum down time(disk space management, analysing logs, measuring and reporting on system performance, system maintenance, user maintenance). Enhancements required with new projects that needs to be included e.g. spatial reports on lines, photolayer, Lightning system etc. Regular functional updates and loading of data. Updates of software</p>	R 10 260 000.00	2009 - ongoing, renewed as and when hours bought are depleted
City of Cape Town - Jaco Muller, (021) 400 3485	Proposed GIS Solution for TCT : Transport for Cape Town (TCT) has a requirement to centralize their GIS environment as it is currently very fragmented. Based on internal discussions between the various CoCT departments it was agreed that Esri South Africa should provide a proposal based on a phased approach. This project, Phase 1, will include the assessment and proposed integrated solution phase.	R 700 689.60	June 2015
City of Cape Town - Jaco Muller, (021) 400 3485	TCT Phase II : Esri South Africa will be responsible for the following activities in Phase II, as identified by TCT - Hardware and database configuration, Detailed database (physical) design, Data migration (populate database), Business viewers, Testing, Project management	R 1 007 242.00	June 2016

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed
Bela Bela Municipality - Rabelani Tshiswise, (014) 736 8050	Implementation of a GIS : The Bela-Bela Local Municipality require the implementation of an enterprise GIS Platform to establish standards, ensure interoperability and integration of all data and other GIS resources to support the municipal processes, projects, departmental and enterprise initiatives.	R 290 472.00	May 2016
George Municipality - Mr Moos Cupido,(044) 801 9030	Pre-assessment & Assessment for Revenue Enhancement : To determine this municipality's current revenue footprint. The pre-assessment must determine possible areas where additional potential revenue may be collected and any possible constraints which restrict the maximisation of current "available" revenue streams. It must develop standard operating procedures to ensure proper data management processes and allow for clear auditable database. It must demonstrate a clear understanding of processes around potential revenue streams such as: Application of tariff list versus services delivered, Capital Contributions, Building Control (Plans), Water Services (Meter Management), Electricity Services (Meter Management), Rates Valuation Roll, Land usage / zoning versus Tariff Policy. The current revenue processes must be improved so as to widen the revenue base.	R 3 260 856.00	Phase 1 - started October 2014 Phase 2 - to be completed December 2016

 **esri** South Africa has representation in the following centres:

MIDRAND

International Business Gateway,
Cnr New Road and 6th Road,
Midrand, 1685
Tel: +27 (0) 11 238 6300
Fax: +27 (0) 11 238 6365
Contact Person: Shaun Fulbeck
E-mail: info@esri-southafrica.com

DURBAN

The Ridge, Unit 2
8 Torsvale Crescent, Somerset Park,
Umhlanga Rocks, Durban, 4319
Tel: +27 (0) 31 303 5356
Fax: +27 (0) 31 303 5376
Contact Person: Pradeep Mahabeer
E-mail: pmahabeer@esri-southafrica.com

CAPE TOWN

308 Manhattan Place
130 Bree Street
Cape Town, 8000
Tel: +27 (0) 21 422 4620
Fax: +27 (0) 21 422 4628
Contact Person: Stephen Canter
E-mail: scanter@esri-southafrica.com



RESOLUTIONS OF THE DIRECTORS OF ESRI SOUTH AFRICA (PROPRIETARY) LIMITED PASSED IN WRITING ON 18 MAY 2018

SECRETARY:

RESOLVED THAT Patrick McKivergan and/or Hendry Nkosi be authorized to negotiate and conclude agreements/proposals/tenders and sign of behalf of Esri South Africa. This resolution has no expiry date and will remain in force until revoked by a further resolution.

P.J. MCKIVERGAN

S.H. NKOSI

CERTIFIED A TRUE COPY OF THE ORIGINAL

MARIA ELIZABETH RUST
COMMISSIONER OF OATHS
EX-OFFICIO PROFESSIONAL GISc PRACTITIONER (PGP 0085)
INTERNATIONAL BUSINESS GATEWAY
CNR. NEW ROAD & 6TH ROAD
MIDRAND

08/11/2021

STANDARD BANK
SBG:CLIENT SERVICES

2021-09-14

00-28-78

Date 14 September 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	ESRI SOUTH AFRICA PTY LTD
Name of accountholder	ESRI SOUTH AFICA PTY LTD
Registration/Identity/Passport number	1989/006809/07
Account number	201130041
Account type	BUSINESS CURRENT ACCOUNT
Branch	MIDRAND
Branch code	001155
Branch code (electronic payments)	051001
SWIFT address	SBZA ZA JJ
Date account opened	24 August 1996

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

NATASHA SINNYE
CONSULTANT BUSINESS BANKING
BUSINESS BANKING SERVICE UNIT
+27 (0) 10 249 6680

Disclaimer

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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 Erasmus¹ GJ Fraser-Moleketi Xueqing Guan² GMB Kennealy JH Maree NNA Matyumza
KD Moroka NMC Nyembezi ML Oduor-Otieno³ ANA Peterside CON⁴ MJD Ruck SK Tshabalala* JM Vice Lubin Wang²

Company Secretary: Z Stephen 26/05/2021

*Executive Director ¹British ²Chinese ³Kenyan ⁴Nigerian ⁵Australian