

REF NO 81/R + 6/2/15 + 6/13/24



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

**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 2021/079**  
**RENEWAL OF F-SECURE BUSINESS SUITE PREMIUM**  
**LICENSE**

COMPANY NAME: EOH MTHOMBO PTY LTD  
.....  
POSTAL ADDRESS: PO BOX 59  
.....  
BRUMA, JAHANNESBURG  
.....  
2026  
.....

**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 2021/079**  
**RENEWAL OF F-SECURE BUSINESS SUITE PREMIUM LICENSE**

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## A. QUOTATION NOTICE

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Formal Written Price Quotations are hereby invited from service providers to provide the renewal of F-Secure Security Premium Endpoint product as a multi-layered protection solution against known, unknown and advanced threats.

Technical enquiries regarding this bid can be directed to Mr A Gabier at telephone no. 0861 265 263 or 061 3227181 or [agabier@capewinelands.gov.za](mailto:agabier@capewinelands.gov.za).

Documents are obtainable from the Supply Chain Management Unit of the Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch - Tel no 0861 265 263. Alternatively documents may be downloaded from the website: [www.capewinelands.gov.za](http://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**

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

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

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

### **1. Acceptance or Rejection of a Quotations**

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

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

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

### **2. Validity Period**

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

### **3. Registration on Accredited Supplier Database**

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

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

### **4. Completion of Quotations Documents**

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

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

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

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

#### **5. Authorised Signatory**

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

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

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

#### **6. Site / Information Meetings**

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

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

#### **7. Quantities of Specific Items**

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

#### **8. Expenses Incurred in Preparation of Quotations**

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

#### **9. Contact with Municipality after Quotations Closure Date**

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

#### **10. Opening, Recording and Publications of Quotations Received**

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

Telexed, faxed or e-mailed quotations will not be accepted.  
The quotations forms should be carefully completed and no errors will be condoned after quotations have been opened.

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

#### **11. Evaluation of Quotations**

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

#### **12. Subcontracting**

The Contractor shall not subcontract the whole of the contract.

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

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

#### **13. Extension of Contract**

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

#### **14. Past Practices**

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

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

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

#### **15. Persons in the service of the state**

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

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

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

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

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

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

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

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

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

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

### Bidders other than EMEs

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

### Bidders who qualify as EMEs

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

## VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

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

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

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The purpose of this document is to:

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

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

## **2. APPLICATION**

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

## **3. GENERAL**

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

## **4. STANDARDS**

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

## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

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

## **6. PATENT RIGHTS**

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

## **7. PERFORMANCE SECURITY**

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

## **8. INSPECTIONS, TESTS AND ANALYSES**

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

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

## **9. PACKING**

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

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

## **10. DELIVERY AND DOCUMENTS**

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

## **11. INSURANCE**

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

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

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

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

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

## **14. SPARE PARTS**

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

## **15. WARRANTY**

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

## **16. PAYMENT**

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

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

## **17. PRICES**

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

## **8. VARIATION ORDERS**

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

## **19. ASSIGNMENT**

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

## **20. SUBCONTRACTS**

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

## **21. DELAYS IN THE SUPPLIER'S PERFORMANCE**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

## **22. PENALTIES**

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

## **23. TERMINATION FOR DEFAULT**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction

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

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

## **24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

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

## **25. FORCE MAJEURE**

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

## **26. TERMINATION FOR INSOLVENCY**

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

## **27. SETTLEMENT OF DISPUTES**

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

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

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

## **28. LIMITATION OF LIABILITY**

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

## **29. GOVERNING LANGUAGE**

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

## **30. APPLICABLE LAW**

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

## **31. NOTICES**

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

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

## **32. TAXES AND DUTIES**

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

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

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

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

### **33. TRANSFER OF CONTRACTS**

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

### **34. AMENDMENT OF CONTRACTS**

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

### **35. PROHIBITION OF RESTRICTIVE PRACTICES**

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

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

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

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

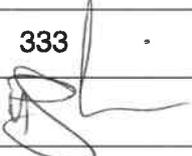
***80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]***

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>B-BBEE Status Level of Contributor</b> | <b>Number of Points</b> |
|---|-------------------------|
| 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/<br>MUNICIPAL ENTITY)  |   |                |  |  |              |
|--|---|----------------|--|--|--------------|
| Quotation number:  | Q 2021/079  | Closing date:  | 24/11/2021   | Closing time:  | 11h00        |
| Description  | RENEWAL OF F-SECURE BUSINESS SUITE PREMIUM LICENSE  |                |  |  |              |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>  |   |                |  |  |              |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT:<br/>29 DU TOIT STREET, STELLENBOSCH</b>  |   |                |  |  |              |
| SUPPLIER INFORMATION   |   |                |  |  |              |
| Name of bidder   | EOH MTHOMBO PTY LTD   |                |  |  |              |
| Postal address   | PO BOX 59, BRUMA, JOHANNESBURG, 2026  |                |  |  |              |
| Street address   | GILLOOLY'S VIEW, OSBORNE LANE, BEDFORDVIEW, 2007  |                |  |  |              |
| Telephone number   | Code  | 011            | Number   | 6078100  |              |
| Cell phone number  | 0734518770  |                |  |  |              |
| E-mail address   | ANNELIZE.VANZYL@EOH.COM   |                |  |  |              |
| VAT registration number  | 4320172499  |                |  |  |              |
| Tax compliance status  | TCS PIN:  | F46454B9<br>21 | OR   | CSD No:  | MAAA 0004972 |
| B-BBEE status level verification certificate<br>[tick applicable box]  | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no                           |                | B-BBEE status level sworn affidavit  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                              |              |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |   |                |  |  |              |
| Are you the accredited representative in South Africa for the goods / services / works offered?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>[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<br>[If yes, answer part b:3] |              |
| Total number of items offered  | 333   |                | Total bid price  | R 96,133.42  |              |
| Signature of bidder  |            |                | Date   | 23 NOVEMBER 2021   |              |
| Capacity under which this bid is signed  | BUSINESS UNIT EXECUTIVE   |                |  |  |              |
| TECHNICAL INFORMATION MAY BE DIRECTED TO:  |   |                |  |  |              |
| Contact person   | Abdul Gabier  |                |  |  |              |
| Telephone number   | 0613227181  |                |  |  |              |
| E-mail address   | agabier@capewinelands.gov.za  |                |  |  |              |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED  |   |                |  |  |              |
| Contact person   | Elmine Niemand  |                |  |  |              |
| Telephone number   | 021 888 5175  |                |  |  |              |
| E-mail address   | elmine@capewinelands.gov.za   |                |  |  |              |

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

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

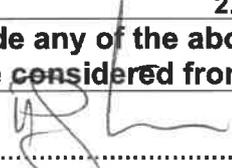
- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer’s profile and tax status.
- 2.3 Application for the tax compliance status (TCS) certificate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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

Signature(s):  .....

Name(s): PAUL DUDLEY SPAGNOLETTI .....

Capacity for the Tenderer: BUSINESS UNIT EXECUTIVE .....

Date: 23 NOVEMBER 2021 .....

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

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### **1. INTRODUCTION AND BACKGROUND**

Written Price Quotation are hereby invited from prospective Service Providers for the renewal the F-Secure Security Premium Endpoint software license for a period of 12 months.

### **2. SCOPE OF WORK**

Cape Winelands District Municipality runs F-Secure Security Premium Endpoint as a multi-layered protection solution against known, unknown and advanced threats. The Municipality seeks to renew the software license for a period of 12 months.

The Municipality is further seeking to upgrade the current version of F-Secure Security Premium to the latest version.

#### **The current F-Secure Premium Endpoint caters for:**

- 300 users
- 30 virtual machines
- physical servers

The appointed service provider must renew the current software license and upgrade the version to the latest version.

#### **The following services are required:**

- 12 months software subscription
- F-Secure Security Premium Endpoint, which caters for:
  - 300 users
  - 30 virtual machines
  - physical servers
  - Support SLA for 12 months

### **3. LOGISTICAL REQUIREMENTS**

The successful Supplier/s must supply and deliver the item to CWDM offices at, 46 Alexander 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 upon supply, and configuration of licence.
- Any fees or remuneration are inclusive of Value Added Tax.

**NB: Detailed specification/brochure of the proposed equipment shall be included with the document as this form part of the evaluation process.**

## G. FORM OF OFFER

### OFFER

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

#### Q 2021/079: RENEWAL OF F-SECURE BUSINESS SUITE PREMIUM LICENSE

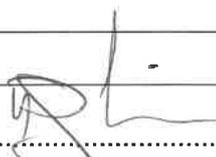
The bidder, identified in the offer signature block, has examined the documents listed in the quotation data and addenda thereto as listed in the quotation schedules, and by submitting this offer has accepted the Conditions of Formal Written Price Quotation.

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

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

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

| Description  | Quantity | Price              |
|--|----------|--------------------|
| F-Secure Security Premium Endpoint for workstations      | 300      | R 75,537.00        |
| F-Secure Security Premium Endpoint for virtual servers,  | 30       | R 7553.70          |
| F-Secure Security Premium Endpoint for physical servers, | 2        | R 503.58           |
| Support SLA for 12 months                                | 1        | R 0.00             |
| <b>SUBTOTAL</b>  |          | <b>R 83,594.28</b> |
| <b>VAT</b>   |          | <b>R 12,539.14</b> |
| <b>TOTAL</b>   |          | <b>R 96,133.42</b> |

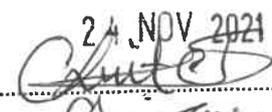
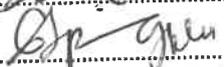
Signature(s):  .....

Name(s): PAUL DUDLEY SPAGNOLETTI .....

Capacity for the Bidder: BUSINESS UNIT EXECUTIVE .....

Name of organization: EOH MTHOMBO PTY LTD .....

Name and Signature of Witness: ANNELIZE VAN ZYL  Date: 23 NOVEMBER 2021

|   |
|---|
| Cape Winelands District Municipality<br><b>QUOTATIONS</b><br>Opened at 11h00 on<br><br>24 NOV 2021<br><br>Witness:  |
|---|

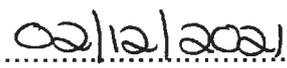
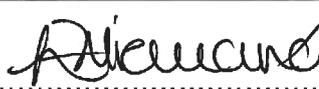
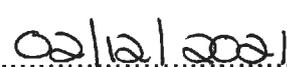
## H. ACCEPTANCE

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

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

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

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

| <b>ACCEPTANCE</b> (to be completed by the Cape Winelands District Municipality)  |  |
|--|--|
| <b>Q 2021/079: RENEWAL OF F-SECURE BUSINESS SUITE PREMIUM LICENSE</b>  |  |
| <br>.....<br>Mr. F. van Eck<br>Executive Director: Technical Services | <br>.....<br>Date |
| <br>.....<br>Me. E Niemand<br>Witness                                 | <br>.....<br>Date |

# I. QUESTIONNAIRE

| List all partners / members / directors of this enterprise |                                 |                     |                       |
|--|---------------------------------|---------------------|-----------------------|
| Van / Surname / Ifani                                      | Voornaam / First name / Amagama | ID Nr./No. Inombolo | State Employee Number |
| NEWMAN   | FATIMA                          | 7109210128080       | N/A                   |
| PYDIGADU   | MEGAN                           | 7407310137088       | N/A                   |
| VAN COLLER   | STEPHAN                         | 6606115108084       | N/A                   |
|  |                                 |                     |                       |

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

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

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>

EOH MTHOMBO (PTY) LTD

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

- \*\*1.** Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **ras**.  
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**.  
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobuhlanga**. 56,45 %
- 2.** Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **geslag**.  
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**.  
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokwesini**. 8,05 %
- 3.** Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **gestremdheid**.  
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**.  
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobulwelwe**. 0 %
- 4.** Persentasie aandeelhouding van persone geklassifiseer as **jeug**. (18 – 35 Jaar oud).  
 Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old)  
 Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba **lulutsha** (18 – 35 Yeminyaka) 0 %
- 5.** Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit  In/Ngaphakathi  
 Is your business established within the area of jurisdiction of the District Municipality? In / Out  Uit/Out/Ngaphandle  
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle
- 6.** Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee  Ja/Yes/Ewe  
 Do you make use of local labour (job creation)? Yes / No  Nee/No/Hayi  
 Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi

## J. DECLARATION OF INTEREST – MBD 4 B

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

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

|     |   |                         |
|-----|---|-------------------------|
| 3.1 | Full Name of bidder or his or her representative  | PAUL DUDLEY SPAGNOLETTI |
| 3.2 | Identity Number (person submitting this declaration)  | 7505215208084           |
| 3.3 | Position occupied in the Company (official/director/trustee/shareholder <sup>2</sup> ):   | BUSINESS UNIT EXECUTIVE |
| 3.4 | Company Registration Number   | 1998/000103/07          |
| 3.5 | Tax Reference Number  | 9534312849              |
| 3.6 | VAT Registration Number   | 4320172499              |
| 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="radio"/> No |
| 3.8.1 | If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)      |     |                                     |
|       | SA ID Number:  |     | Relation:                           |
|       | Surname:   |     | Persal No:                          |
|       | Full Names:  |     |                                     |
|       | Organ of State:  |     | Position:                           |

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

|      |  |     |                                     |
|------|--|-----|-------------------------------------|
| 3.10 | Do you or any director/ member/ trustee/ principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid? | Yes | <input checked="" type="radio"/> No |
|------|--|-----|-------------------------------------|

|                 |   |            |                      |
|-----------------|---|------------|----------------------|
| 3.10.1          | If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.) |            |                      |
| SA ID Number:   | <input type="text"/>  | Relation:  | <input type="text"/> |
| Surname:        | <input type="text"/>  | Persal No: | <input type="text"/> |
| Full Names:     | <input type="text"/>  |            |                      |
| Organ of State: | <input type="text"/>  | Position:  | <input type="text"/> |

|      |   |     |                                     |
|------|---|-----|-------------------------------------|
| 3.11 | Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principle shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid? | Yes | <input checked="" type="radio"/> No |
|------|---|-----|-------------------------------------|

|                 |   |            |                      |
|-----------------|---|------------|----------------------|
| 3.11.1          | If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.) |            |                      |
| SA ID Number:   | <input type="text"/>  | Relation:  | <input type="text"/> |
| Surname:        | <input type="text"/>  | Persal No: | <input type="text"/> |
| Full Names:     | <input type="text"/>  |            |                      |
| Organ of State: | <input type="text"/>  | Position:  | <input type="text"/> |

|      |   |     |                                     |
|------|---|-----|-------------------------------------|
| 3.12 | Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state? | Yes | <input checked="" type="radio"/> No |
|------|---|-----|-------------------------------------|

|                 |   |            |                      |
|-----------------|---|------------|----------------------|
| 3.12.1          | If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.) |            |                      |
| SA ID Number:   | <input type="text"/>  | Relation:  | <input type="text"/> |
| Surname:        | <input type="text"/>  | Persal No: | <input type="text"/> |
| Full Names:     | <input type="text"/>  |            |                      |
| Organ of State: | <input type="text"/>  | Position:  | <input type="text"/> |

|      |  |     |                                     |
|------|--|-----|-------------------------------------|
| 3.13 | Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. | Yes | <input checked="" type="radio"/> No |
|------|--|-----|-------------------------------------|

|        |  |  |  |
|--------|--|--|--|
| 3.13.1 | If yes, furnish particulars.<br>.....<br>..... |  |  |
|--------|--|--|--|

|      |  |     |                                     |
|------|--|-----|-------------------------------------|
| 3.14 | Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? | Yes | <input checked="" type="radio"/> No |
|------|--|-----|-------------------------------------|

|        |  |  |  |
|--------|--|--|--|
| 3.14.1 | If yes, furnish particulars.<br>.....<br>..... |  |  |
|--------|--|--|--|

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

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

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

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

| 4  | <b>MFMA Circular No 62 of July 2013</b> require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and 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. <b>A shareholder is defined as a person who owns shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</b> | Full name of directors / trustees / shareholders  | Identity Number  | % Share-holding in company | Personal Tax Reference Number | State Employee Number (Persal) | Municipal rates & services account numbers (3.17.1)<br><i>Municipal clearance or most recent service account must be attached as evidence</i> |
|----|---|---|--|----------------------------|-------------------------------|--------------------------------|---|
| 1  |   | FATIMA SHEREEN NEWMAN   | 7109210128080  |                            | 3222009148                    |                                |   |
| 2  |   | MEGAN LOANNA PYDIGADU   | 7407310137088  |                            | 2950124848                    |                                |   |
| 3  |   | STEPHEN JON VAN COLLER  | 6606115108084  |                            | 2676025204                    |                                |   |
| 4  |   | EOH MTHOMBO (PTY) LTD IS A WHOLLY OWNED SUBSIDIARY OF EOH HOLDINGS LTD (REG. NO 1998/014669/06) WHICH |  |                            |                               |                                |   |
| 5  |   |   | SA LISTED ENTITY ON THE JOHANNESBURG STOCK EXCHANGE (JSE). |                            |                               |                                |   |
| 6  |   |   |  |                            |                               |                                |   |
| 7  |   |   |  |                            |                               |                                |   |
| 8  |   |   |  |                            |                               |                                |   |
| 9  |   |   |  |                            |                               |                                |   |
| 10 |   |   |  |                            |                               |                                |   |

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

Signature

23 NOVEMBER 2021

Date

BUSINESS UNIT EXECUTIVE

EOH MTHOMBO (PTY) LTD

Capacity of Signatory

Name of Bidder/Company/CC Name

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

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

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

**Commissioner of Oaths**

Signed and sworn to before me at Claremont

on this the 24 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. 7213638-3

Commissioner of Oaths S. D. J. M. M.

Position: Constable

Address 60 Imam Haron Rd  
Claremont SAPS

Tel: 021 657 2240

Apply official stamp of authority on this page:

SUID-AFRIKAANSE POLISIEDIENS  
GEMEENSKAPDIENSSENTRUM

**24 NOV 2021**

COMMUNITY SERVICE CENTRE  
CLAREMONT K.P./C.P.  
SOUTH AFRICAN POLICE SERVICE

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

**K. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**Q2021/079 - RENEWAL OF F-SECURE BUSINESS SUITE PREMIUM LICENSE**

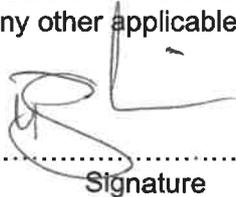
.....  
(Bid Number and Description)

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: EOH MTHOMBO (PTY) LTD that:  
(Name of Bidder)

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

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
  
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
  
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) Prices;
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit, a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.



.....  
Signature

23 NOVEMBER 2021  
.....  
Date

BUSINESS UNIT EXECUTIVE  
.....  
Position

EOH MTHOMBO (PTY) LTD  
.....  
Name of Bidder

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

## 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     |
|--|------------|
| <b>PRICE</b>   | 80         |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | 20         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

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;



| 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: . = 20 .....(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 checked="" type="checkbox"/> |
|-----|--------------------------|----|-------------------------------------|

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

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

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**  
 9.1 Name of company/firm: **EOH MTHOMBO (PTY) LTD**  
 9.2 VAT registration number: **4320172499**  
 9.3 Company registration number: **1998/000103/07**

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**  
**INFORMATION AND COMMUNICATION SERVICES. COMPUTER**  
**PROGRAMMING, CONSULTANCY AND RELATED ACTIVITIES**

9.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

**Municipality where business is situated:** **CITY OF EKURHULENI**  
**Registered Account Number:** **2601522805**  
**Stand Number:** **BEDFORDVIEW X397**

9.8 Total number of years the company/firm has been in business: **23 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:

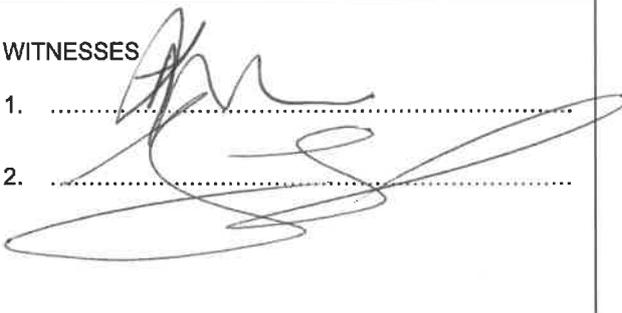
- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor 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.

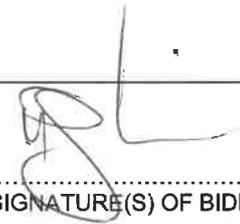
WITNESSES

1. ....

2. ....



SIGNATURE(S) OF BIDDERS(S)  
23 NOVEMBER 2021  
DATE:  
GILLOOLY'S VIEW  
ADDRESS  
OSBORNE LANE  
BEDFORSVIEW, 2007

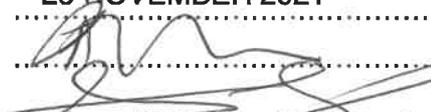


**M. CONTRACT FORM – PURCHASE OF GOODS/WORKS (MBD 7.1)**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) EOH MTHOMBO PTY LTD in accordance with the requirements and specifications stipulated in bid number Q2021/079 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims 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 goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all 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         | <u>PAUL DUDLEY SPAGNOLETTI</u>   |
| Capacity     | <u>BUSINESS UNIT EXECUTIVE</u>   |
| Signature    |                               |
| Company name | <u>EOH MTHOMBO PTY LTD</u>   |
| Date         | <u>23 NOVEMBER 2021</u>  |
| Witness 1    |  Date <u>23 NOVEMBER 2021</u> |
| Witness 2    |  Date <u>23 NOVEMBER 2021</u> |

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

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

| ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | BRAND | DELIVERY PERIOD | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT<br><small>(if applicable)</small> |
|----------|---------------------------------------|-------|-----------------|-------------------------------------|--|
|          |                                       |       |                 |                                     |  |

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

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

Name (Print) .....

Signature .....

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

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

Official Stamp



**Q 2021/079**  
**RENEWAL OF F-SECURE BUSINESS SUITE PREMIUM LICENSE**

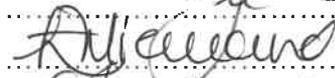
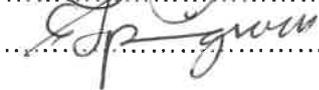
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**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I, **Francois van Eck** in my capacity as **Executive Director Technical Services** accept your bid under reference number **Q 2021/079** 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:** EOH Mthombo (Pty) Ltd  
**Prices (VAT included):** R 96 133.42 VAT included  
**Brand:** Not applicable  
**Delivery period:** 01 July 2021 to 30 June 2022  
**BBBEE status level:** 1  
**Local content and production:** Not applicable

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

Signed at: **Stellenbosch**  
Date: 02/12/2021  
Name (Print) **Francois van Eck**  
Signature   
Witness 1  Date 02/12/2021  
Witness 2  Date 02/12/2021



**N. MUNICIPAL RATES AND SERVICES**

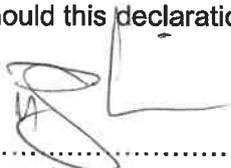
| <b>Names of Directors / Partners</b> | <b>Physical residential address of the Directors / Partners</b> | <b>Municipal Account Number</b> | <b>Name of Municipality</b> |
|--------------------------------------|---|---------------------------------|-----------------------------|
| FATIMA SHEREEN NEWMAN                | 112 CENTRAL AVENUE, ATHOLL, 2196                                | 550222984                       | CITY OF JOBURG              |
| STEPHEN JON VAN COLLER               | 3/5562 BRYANSTON TS   | 552363797                       | CITY OF JOBURG              |
| MEGAN LOANNA PYDIGADU                | 5 PRUNUS AVENUE, LITTLEFILLAN, 1724                             | 554533998                       | CITY OF JOBURG              |
|                                      |   |                                 |                             |
|                                      |   |                                 |                             |
|                                      |   |                                 |                             |
|                                      |   |                                 |                             |
|                                      |   |                                 |                             |
|                                      |   |                                 |                             |

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

**DECLARATION:**

PAUL DUDLEY SPAGNOLETTI

I, the undersigned (name) .....  
 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**

23 NOVEMBER 2021

.....  
**Date**

BUSINESS UNIT EXECUTIVE

.....  
**Position**

EOH MTHOMBO PTY LTD

.....  
**Name of Bidder**

**O. AUTHORITY FOR SIGNATORY**

---

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

| Name of members / directors           | Signature | Date |
|---------------------------------------|-----------|------|
|                                       |           |      |
|                                       |           |      |
|                                       |           |      |
| PLEASE SEE COPY OF AUTHORITY ATTACHED |           |      |
|                                       |           |      |
|                                       |           |      |
|                                       |           |      |
|                                       |           |      |
|                                       |           |      |

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.

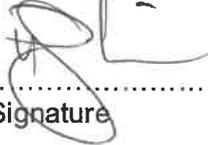
| Item  | Question   | Yes | No |
|-------|--|-----|----|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><br>(Companies or persons who are listed on this 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).<br><br>The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page. |     | X  |
| 4.1.1 | If so, furnish particulars:<br>.....<br>.....  |     |    |
| 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)?<br><br>The Register for Quotation Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.   |     | X  |
| 4.2.1 | If so, furnish particulars:<br>.....<br>.....  |     |    |
| 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:<br>.....<br>.....  |     |    |
| 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:<br>.....<br>.....  |
| 4.3   | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? |
| 4.3.1 | If so, furnish particulars:<br>.....<br>.....  |

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) ..... PAUL DUDLEY SPAGNOLETTI ..... 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

23 NOVEMBER 2021  
 .....  
 Date

BUSINESS UNIT EXECUTIVE  
 .....  
 Position

EOH MTHOMBO PTY LTD  
 .....  
 Name of Bidder

## 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 O H M T H O M B O P T Y L T D |
|      |                                 |
|      |                                 |

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

|                 |   |
|-----------------|---|
| NAME OF BANK    | STANDARD BANK   |
| NAME OF BRANCH  | ROSEBANK  |
| BRANCH CODE     | 004305  |
| ACCOUNT NUMBER  | 001858416   |
| TYPE OF ACCOUNT | <input type="checkbox"/> 1 = Cheque<br><input type="checkbox"/> 2 = Savings |

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

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

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

.....  
INITIALS AND SURNAME:

.....  
AUTHORISED SIGNATURE:

.....  
DATE:

.....  
TELEPHONE NUMBER:

### FOR BANK USE ONLY

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

.....  
AUTHORISED SIGNATURE

**OFFICIAL DATE  
STAMP**

PLEASE SEE BANK LETTER ATTACHED

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

## 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:

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

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

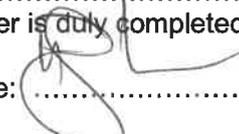
|  |     |   |    |  |
|--|-----|---|----|--|
| <b>Company profile</b><br>Is a company profile attached? | Yes | X | No |  |
|--|-----|---|----|--|

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

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

PAUL DUDLEY SPAGNOLETTI

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

Signature:  .....

Date: 23 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.

|  |                                    |
|--|------------------------------------|
| <b>Company Name</b>                    | STELLENBOSCH MUNICIPALITY          |
| <b>Description of project</b>          | F-SECURE SECURITY SOFTWARE ROLLOUT |
| <b>Contact person name</b>             | SONWABO BRAIN MKAZA                |
| <b>Contact person telephone number</b> | 021 808 8537                       |
| <b>Value of project</b>                | R 2,643,622,61                     |

|  |                               |
|--|-------------------------------|
| <b>Company Name</b>                    | V&A WATERFRONT                |
| <b>Description of project</b>          | F-SECURE LICENSE RENEWAL 2021 |
| <b>Contact person name</b>             | ANDREW DINTHE                 |
| <b>Contact person telephone number</b> | 021 408 7500                  |
| <b>Value of project</b>                | R 74,560,20                   |

|  |                                    |
|--|------------------------------------|
| <b>Company Name</b>                    | SUN SLOTS                          |
| <b>Description of project</b>          | F-SECURE SECURITY SOFTWARE ROLLOUT |
| <b>Contact person name</b>             | ZEMEER ROYKER                      |
| <b>Contact person telephone number</b> | 021 421 7771                       |
| <b>Value of project</b>                | R 154,164,24                       |





STANDARD BANK  
TPFA CLIENT CARE SC

2021-11-23

01-43-42

Date 23 November 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                     | EOH Mthombo (Pty) Ltd.   |
| Name of account holder                | EOH MTHOMBO PTY LTD      |
| Registration/Identity/Passport number | 1998/000103/07           |
| Account number                        | 001858416                |
| Account type                          | BUSINESS CURRENT ACCOUNT |
| Branch                                | ROSEBANK                 |
| Branch code                           | 004305                   |
| Branch code (electronic payments)     | 051001                   |
| SWIFT address                         | SBZA ZA JJ               |
| Date account opened                   | 09 March 1998            |

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

MILLICENT DICKIE  
CLIENT SERVICE CONSULTANT  
CORPORATE CLIENT SERVICES  
+27(10)249 4330

**Disclaimer**

Whilst care has been taken in compiling this letter, Standard Bank makes no representations or warrant (expressed or implied) about the accuracy, or completeness of the information contained herein for any purpose.

Standard Bank, its employees or agents accept no liability to any part for any loss, damage or costs however arising, whether directly or indirectly arising from any action or decision taken as a result of any person relying on or otherwise using this document or arising from any omission from it.

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

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

Directors: TS Gcabashe (Chairman) L Fuzile (Chief Executive) PLH Cook A Daehnke MA Erasmus<sup>1</sup> GJ Fraser-Moleketi Xueqing Guan<sup>2</sup> GMB Kennealy JH Maree NNA Matyumza  
KD Moroka NMC Nyembezi ML Oduor-Otieno<sup>3</sup> ANA Peterside CON<sup>4</sup> MJD Ruck SK Tshabalala JM Vice Lubin Wang<sup>2</sup>

Company Secretary: Z Stephen 26/05/2021

<sup>1</sup>Executive Director <sup>1</sup>British <sup>2</sup>Chinese <sup>3</sup>Kenyan <sup>4</sup>Nigerian <sup>5</sup>Australian

00173283 2018-02



## TAX COMPLIANCE STATUS

### PIN Issued

EOH MTHOMBO PTY LTD  
59 PO BOX  
BRUMA  
2026

#### Enquiries should be addressed to SARS:

##### Contact Detail

SARS  
Alberton  
1528

Contact Centre Tel: 0800 00 SARS (7277)  
SARS online: [www.sars.gov.za](http://www.sars.gov.za)

##### Details

Taxpayer Reference Number: 9534312849

Always quote this reference number when contacting SARS

Issue Date: 2021/05/05

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            | Eoh Mthombo Pty Ltd                                |
| Trading Name             | EOH MTHOMBO PTY LTD                                |
| Tax Reference Number(s)  | IT - 9534312849 Vat - 4320172499 PAYE - 7570730277 |
| Purpose of Request       | Tender   |
| Request Reference Number | 0012154234TS0505211139298                          |
| PIN                      | F46454B92I   |
| PIN Expiry Date          | 05/05/2022   |

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**

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## AFFIDAVIT

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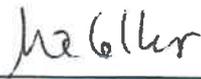
I, the undersigned

**WELMA VAN COLLER**

**(ID: 6904150280086)**

Do hereby make oath and state:

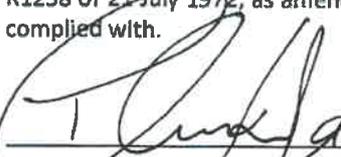
1. I am an adult female currently residing and owner of Unit 3, 108 Mount Street, Bryanston Johannesburg.
2. This affidavit serves to confirm that the Stephen van Coller, ID number 6606115108084 currently resides with me at the abovementioned address.



**WELMA VAN COLLER**

(DEPONENT)

Thus signed and sworn before me at Bedfordview on this 15<sup>th</sup> day of August 2019 by the Deponent who has declared that she has read this affidavit, knows and understands the contents thereof, which are true and correct, has no objection to the taking of the prescribed oath, and regards the same as binding on her conscience. The regulations in Government Notice No R1258 of 21 July 1972, as amended, and Government Notice R1648 of 19 August 1977, as amended, had been complied with.

  
**COMMISSIONER OF OATHS**

FULL NAMES:

CAPACITY:

DESIGNATION:

ADDRESS

**Takudzwa Chikumba**  
Commissioner of Oaths (RSA)  
Non-Practicing Attorney  
1 Osborne Lane  
EOH Business Park, Bedfordview



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**TAX INVOICE**

Weima Van Coller  
Postnet Suite 123  
Private Bag X9  
BENMORE  
2010

You can contact us in the following way.

- Phone:  
Tel: 0860 56 28 74  
Fax: (011) 958-3408/9
- Correspondence:  
P O BOX 5080  
JOHANNESBURG  
2000
- E-mail:  
joburgconnect@joburg.org.za

VAT NO. CITY OF JOHANNESBURG: 476411185    VAT NO. 285716    4780191289  
VAT NO. JOHANNESBURG WATER: 427091517    VAT NO. CITY POWER: 471014183

|                   |                       |
|-------------------|-----------------------|
| Date              | 2021/11/03            |
| Statement for     | November 2021         |
| Physical Address  | 3/5562 BRYANSTON TS   |
| Stand No./Portion | 00005562 - 00003 - 00 |
| Township          | BRYANSTON             |

| Stand Size          | Number of Dwellings | Date of Valuation | Portion | Municipal Valuation          | Region            |
|---------------------|---------------------|-------------------|---------|------------------------------|-------------------|
| 3280 m <sup>2</sup> | 1                   | 2018/07/01        | E1      | Market Value R 13,115,000.00 | Region E WARD 106 |

|                             |                               |
|-----------------------------|-------------------------------|
| Invoice Number: 70004855029 | Next Reading Date: 2021/11/18 |
| Client VAT Number:          | Deposit: R 2,774.54           |

**Account Number: 552363797** **PIN CODE: 219313**

|   |             |
|---|-------------|
| Previous Account Balance                              | 20,628.08   |
| Less: Incoming Payment (Last Payment Made 2021/10/11) | - 20,628.08 |
| Sub Total   | 0.00        |
| Current Charges (Excl. VAT)                           | 18,069.18   |
| VAT @ 15%   | 1,548.78    |

| 90 DAYS + | 60 DAYS | 30 DAYS | CURRENT   | INSTALMENT PLAN | TOTAL AMOUNT OUTSTANDING | Total Due  |
|-----------|---------|---------|-----------|-----------------|--------------------------|------------|
| 0.00      | 0.00    | 0.00    | 20,617.96 | 0.00            | 20,617.96                | 20,617.96  |
|           |         |         |           |                 |                          | Due Date   |
|           |         |         |           |                 |                          | 2021/11/18 |

City of Joburg's e-Joburg City Smart Revenue Management Portal is here. Manage your municipal account online with #eJoburgPortal #Zanzala. Register: <https://www.e-joburg.org.za/>

**Joburg Remittance Advice:**

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

**EasyPay 91115 5523637972**

**Postal Office 0146 552363797**



510008820111159 55236379721

Date: 2021/11/03    Weima Van Coller  
Acc. No.: 552363797    3/5562 BRYANSTON TS

**Standard Bank** City of Johannesburg Banking details.  
Internal banking - Use the banks pre-loaded Company default  
SBSA branch deposits - CIN no AABS to be used in place of bank acc. no.  
Client Account No/Deposit Reference 552363797

|                  |            |
|------------------|------------|
| <b>Total Due</b> | 20,617.96  |
| <b>Due Date</b>  | 2021/11/18 |



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**TAX INVOICE**

ML PYDIGADY  
5 PRUNUS AVENUE  
LITTLEFILLAN  
1724

You can contact us in the following ways

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

Correspondence:  
P O BOX 5000  
JOHANNESBURG  
2000

E-mail:  
joburgconnect@joburg.org.za

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

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

|                   |                       |
|-------------------|-----------------------|
| Date              | 2021/10/05            |
| Statement for     | October 2021          |
| Physical Address  | 5 PRUNUS AVENUE       |
| Stand No./Portion | 00000002 - 00000 - 00 |
| Township          | LITTLEFILLAN          |

| Stand Size | Number of Dwellings | Date of Valuation | Portion | Municipal Valuation         | Region            |
|------------|---------------------|-------------------|---------|-----------------------------|-------------------|
| 3965 m2    | 1                   | 2018/09/21        | E1      | Market Value R 8,200,000.00 | Region E WARD 103 |

|                              |                               |
|------------------------------|-------------------------------|
| Invoice Number: 184004358765 | Next Reading Date: 2021/10/20 |
| Client VAT Number:           | Deposit: R 600.00             |

**Account Number: 554533998**

**PIN CODE: 283696**

|   |             |
|---|-------------|
| Previous Account Balance                              | 9,994.53    |
| Less: Incoming Payment (Last Payment Made 2021/09/27) | - 10,994.53 |
| Sub Total   | - 1,000.00  |
| Current Charges (Excl. VAT)                           | 11,796.94   |
| VAT @ 15%   | 962.96      |

| 90 DAYS + | 60 DAYS | 30 DAYS | CURRENT   | INSTALMENT PLAN | TOTAL AMOUNT OUTSTANDING | Total Due  |
|-----------|---------|---------|-----------|-----------------|--------------------------|------------|
| 0.00      | 0.00    | 0.00    | 11,759.90 | 0.00            | 11,759.90                | 11,759.90  |
|           |         |         |           |                 |                          | Due Date   |
|           |         |         |           |                 |                          | 2021/10/20 |

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



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**Remittance Advice:**

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



EasyPay 91115 5545339987



Postal Office 0146 554533998



51600880011159 55453399805

|                     |                 |
|---------------------|-----------------|
| Date: 2021/10/05    | ML PYDIGADY     |
| Acc. No.: 554533998 | 5 PRUNUS AVENUE |

|   |                                       |
|---|---------------------------------------|
| 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 554533998                           |                                       |

|           |            |
|-----------|------------|
| Total Due | 11,759.90  |
| Due Date  | 2021/10/20 |



**Account Number: 554533998**

| <b>City of Johannesburg<br/>Property Rates</b>  | <b>VAT 4760117194</b> | <b>Sub - Total</b>           | <b>Total<br/>Amount</b> |
|---|-----------------------|------------------------------|-------------------------|
| Category of Property: Property Rates Residential<br>R 8,200,000.00 X R 0.0082200 / 12 ( Billing Period 2021/10 )<br>Less rates on first R350 000.00 of market value<br>VAT: 0 % |                       | 5,617.00<br>- 239.75<br>0.00 | 5,377.25                |

| <b>Johannesburg Water<br/>Water &amp; Sanitation</b>   | <b>VAT 4270191077</b> | <b>Sub - Total</b>                              | <b>Total<br/>Amount</b> |
|--|-----------------------|---|-------------------------|
| (Reading period = 2021/08/12 to 2021/09/09 = 29 days)<br>Meter readings and consumption: Meter no CJKM3367 start reading 3,342.000<br>and end reading 3,444.000 = 102.000 KL - Actual Reading<br>Daily average consumption 3.517 KL<br>Charges for 102.000 KL are based on a sliding scale for a 29 day period<br>Step 1 5.717 KL @ R 0.0000 ( Billing Period 2021/10 ) Step 2 3.811 KL @ R 20.280 Step 3 4.764 KL<br>@ R 21.170 Step 4 4.763 KL @ R 29.680 Step 5 9.528 KL @ R 41.010 Step 6 9.528 KL @ R 44.860<br>Step 7 9.528 KL @ R 56.590 Step 8 54.361 KL @ R 60.650<br>Extended Social Package Grant<br>Demand Management Levy<br>Sewer monthly charge based on Stand size 3965 m2 ( Billing Period 2021/10 )<br>VAT: 15.00% |                       | 4,973.86<br>0.00<br>28.32<br>1,033.51<br>905.36 | 6,941.05                |

| <b>PIKITUP<br/>Refuse</b>    | <b>VAT 4790191292</b> | <b>Sub - Total</b> | <b>Total<br/>Amount</b> |
|------------------------------|-----------------------|--------------------|-------------------------|
| Refuse Charge<br>VAT: 15.00% |                       | 384.00<br>57.60    | 441.60                  |

**Current Charges (Including VAT)**

**12,759.90**

**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.



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**TAX INVOICE**

FATIMA SHEREEN & CRAIG ANDY NEWMAN  
112 CENTRAL AVENUE  
ATHOLL  
2196

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: PIKITUP: 4790191292  
VAT NO: JOHANNESBURG WATER: 4270191077 VAT NO: CITY POWER: 4710191162

|                   |                       |
|-------------------|-----------------------|
| Date              | 2021/11/03            |
| Statement for     | November 2021         |
| Physical Address  | 112 CENTRAL AVENUE    |
| Stand No./Portion | 00000008 - 00008 - 00 |
| Township          | ATHOLL                |

| Stand Size | Number of Dwellings | Date of Valuation | Portion | Municipal Valuation         | Region           |
|------------|---------------------|-------------------|---------|-----------------------------|------------------|
| 4047 m2    | 1                   | 2018/07/01        | E1      | Market Value R 7,321,000.00 | Region E WARD 91 |

|                             |                               |
|-----------------------------|-------------------------------|
| Invoice Number: 82004843331 | Next Reading Date: 2021/11/30 |
| Client VAT Number:          | Deposit: R 881.31             |

**Account Number: 550222984** **PIN CODE: 233191**

|   |            |
|---|------------|
| Previous Account Balance                              | 738.42     |
| Less: Incoming Payment (Last Payment Made 2021/10/28) | - 5,000.00 |
| Sub Total   | - 4,261.58 |
| Current Charges (Excl. VAT)                           | 6,689.09   |
| VAT @ 15%   | 287.10     |

| 90 DAYS + | 60 DAYS | 30 DAYS | CURRENT  | INSTALMENT PLAN | TOTAL AMOUNT OUTSTANDING | Total Due  |
|-----------|---------|---------|----------|-----------------|--------------------------|------------|
| 0.00      | 0.00    | 0.00    | 2,714.61 | 0.00            | 2,714.61                 | 2,714.61   |
|           |         |         |          |                 |                          | Due Date   |
|           |         |         |          |                 |                          | 2021/11/30 |

City of Joburg's e-Joburg City Smart Revenue Management Portal is here. Manage your municipal account online with #eJoburgPortal #Zenzele. Register: <https://www.e-joburg.org.za/>



**Remittance Advice:**

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

EasyPay 91115 5502229841

Postal Office 0146 550222984



516008800111159 55022298403

Date: 2021/11/03 FATIMA SHEREEN & CRAIG ANDY NEWMAN  
Acc. No.: 550222984 112 CENTRAL AVENUE

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 550222984

|           |            |
|-----------|------------|
| Total Due | 2,714.61   |
| Due Date  | 2021/11/30 |



**Account Number: 550222984**

| <b>City of Johannesburg<br/>Property Rates</b>  | <b>VAT 4760117194</b> | <b>Sub - Total</b>           | <b>Total<br/>Amount</b> |
|---|-----------------------|------------------------------|-------------------------|
| Category of Property: Property Rates Residential<br>R 7,321,000.00 X R 0.0082200 / 12 ( Billing Period 2021/11 )<br>Less rates on first R350 000.00 of market value<br>VAT: 0 % |                       | 5,014.89<br>- 239.75<br>0.00 | 4,775.14                |

| <b>City Power<br/>Electricity</b>  | <b>VAT 4710191182</b> | <b>Sub - Total</b>      | <b>Total<br/>Amount</b> |
|--|-----------------------|-------------------------|-------------------------|
| (Reading period = 2021/09/29 to 2021/10/29 = 31 days)<br>Energy meter readings and consumption: Meter no 223569 start reading 6,496.689<br>and end reading 6,564.294 = 67.605 kWh - Estimated Reading<br>Energy meter readings and consumption: Meter no 337288 start reading 1,423.000<br>and end reading 1,499.671 = 76.671 kWh - Estimated Reading<br>Energy meter readings and consumption: Meter no 337683 start reading 2,185.408<br>and end reading 2,317.000 = 131.591 kWh - Actual Reading<br>Daily average consumption 8.899 kWh<br>Charges for 275.868 kWh are based on a sliding scale for a 31 day period<br>Step 1 275.868 kWh @ R 1.6969 ( Billing Period 2021/11 )<br>Extended Social Package Grant<br>VAT: 15.00% |                       | 468.12<br>0.00<br>70.22 | 538.34                  |

| <b>Johannesburg Water<br/>Water &amp; Sanitation</b>  | <b>VAT 4270191077</b> | <b>Sub - Total</b>                          | <b>Total<br/>Amount</b> |
|---|-----------------------|---|-------------------------|
| (Reading period = 2021/09/10 to 2021/10/09 = 30 days)<br>Meter readings and consumption: Meter no 171014165 start reading 5,186.000<br>and end reading 5,186.000 = 0.000 KL - Actual Reading<br>Daily average consumption 0.000 KL<br>Charges for 0.000 KL are based on a sliding scale for a 30 day period<br>Step 1 0.000 KL @ R 0.0000 ( Billing Period 2021/11 )<br>Extended Social Package Grant<br>Demand Management Levy<br>Sewer monthly charge based on Stand size 4047 m2 ( Billing Period 2021/11 )<br>VAT: 15.00% |                       | 0.00<br>0.00<br>28.32<br>1,033.51<br>159.28 | 1,221.11                |

| <b>PIKITUP<br/>Refuse</b>    | <b>VAT 4790191292</b> | <b>Sub - Total</b> | <b>Total<br/>Amount</b> |
|------------------------------|-----------------------|--------------------|-------------------------|
| Refuse Charge<br>VAT: 15.00% |                       | 384.00<br>57.60    | 441.60                  |

**Current Charges (Including VAT)**

**6,976.19**

# EMPOWERLOGIC

## Broad Based Black Economic Empowerment Verification Certificate A Consolidated Verification Certificate issued to EOH Holdings Limited and Subsidiaries

Certificate Number: ELC10584RGENBBICT

**BBBEE Status: Level 1 Contributor**

Empowering Supplier

### Entities Included in the Consolidated Verification Certificate

| Company Name   | Registration Number | VAT Number |
|--|---------------------|------------|
| Siyaya Skills Institute (Pty) Ltd                        | 2008/016628/07      | 4150201624 |
| Sabela Learning Academy (Pty) Ltd                        | 2014/168306/07      | 4560235824 |
| Zusiza (Pty) Ltd   | 2005/003955/07      | 4490228089 |
| Triclinium Clinical Development (Pty) Ltd                | 1999/027211/07      | 4040188650 |
| Electronic Business Manager Investment Company (Pty) Ltd | 2012/052486/07      | 4390265835 |
| EOH Abantu (Pty) Ltd                                     | 2006/024041/07      | 4440230920 |
| EOH International (Pty) Ltd                              | 1998/021180/07      | 4860186347 |
| Nuvoteq (Pty) Ltd  | 2015/049891/07      | 4080271887 |
| Sybrin SA (Pty) Ltd                                      | 2020/455945/07      | 4720292038 |
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**EmpowerLogic (Pty) Ltd**

Reg. No. : 1995/000523/07

BBBEE Verification Agency



Per Gianna Le Roux

Member - Verification Committee

SANAS Accredited



BVA018

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

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| Company Name   | Registration Number | VAT Number  |
|--|---------------------|-------------|
| Siyanoqoba Seminars (Pty) Ltd                                      | 2008/008249/07      | 4340185570  |
| Proserv Tourism South Africa (Pty) Ltd                             | 2007/034073/07      | 4860255399  |
| Hospitality Professionals South Africa (Pty) Ltd                   | 1998/009890/07      | 4040180384  |
| Computerised Health and Environment Surveillance Systems (Pty) Ltd | 2000/016690/07      | 4420235170  |
| EOH Employee Benefits (Pty) Ltd                                    | 2009/000156/07      | 4550256038  |
| EOH Financial Solutions (Pty) Ltd                                  | 2014/001374/07      | 4170235834  |
| EOH Wealth (Pty) Ltd   | 2013/106166/07      | 4800253074  |
| HCI Financial Services (Pty) Ltd                                   | 2014/001364/07      | 4600189494  |
| OshAfrica (Pty) Ltd  | 2012/182290/07      | 4080258371  |
| Impact Human Resources (Pty) Ltd                                   | 1983/011355/07      | 4020171049  |
| Cortez Trading (Pty) Ltd   | 2002/011481/07      | 4880210119  |
| Mbat (Pty) Ltd   | 2011/011208/07      | 4420259998  |
| .TND (Pty) Ltd   | 2010/011730/07      | 4380257537  |
| Scientia Optimate Financial Services (Pty) Ltd                     | 2000/028612/07      | 44890263009 |
| 2Identify (Pty) Ltd  | 2001/023408/07      | 4120197415  |
| Tintswalo Training (Pty) Ltd                                       | 2013/144369/07      | 4080269618  |
| Symplexity (Pty) Ltd   | 2002/016335/07      | 4640208825  |

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### Entities Included in the Consolidated Verification Certificate

| Company Name                                | Registration Number | VAT Number |
|---|---------------------|------------|
| Industrial Logistic Systems (Pty) Ltd       | 1987/005223/07      | 4890117775 |
| Joat Consulting (Pty) Ltd                   | 2012/010902/07      | 4890246921 |
| Joat Sales and Services (Pty) Ltd           | 2012/010964/07      | 4800207583 |
| Joat Sales and Services EC (Pty) Ltd        | 2016/122174/07      | 4590252641 |
| Joat Sales and Services GP (Pty) Ltd        | 2016/113290/07      | 4130256870 |
| Scan RF Projects (Pty) Ltd                  | 1999/027886/07      | 4710186729 |
| Pia Solar SA (Pty) Ltd                      | 2012/022535/07      | 4450260825 |
| Integrators of Systems Technology (Pty) Ltd | 2007/015049/07      | 4890239827 |
| CSO Employee Benefit Services (Pty) Ltd     | 2003/005594/07      | 4810210189 |
| Rosstone Consulting (Pty) Ltd               | 2004/004405/07      | 4630213371 |
| Highveld Wealth Management (Pty) Ltd        | 2006/022666/07      | 4810243750 |
| Inlexso (Pty) Ltd                           | 1999/014204/07      | 4490184621 |
| Faculty Training Institute (Pty) Ltd        | 1996/000943/07      | 4470164825 |
| Sult (Pty) Ltd                              | 2006/037114/07      | 4960245845 |
| Change Logic (Pty) Ltd                      | 2002/003377/07      | 4520199003 |
| MPC Recruitment (Pty) Ltd                   | 2013/156235/07      | 4320175989 |
| Medical Services Organisation SA (Pty) Ltd  | 2005/031842/07      | 4320226832 |

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## Entities Included in the Consolidated Verification Certificate

| Company Name                             | Registration Number | VAT Number |
|--|---------------------|------------|
| Regro Technology (Pty) Ltd               | 2005/022508/07      | 4330224587 |
| NEXTEC Industrial Technologies (Pty) Ltd | 1980/003734/07      | 4250165810 |
| Equinext (Pty) Ltd                       | 2007/031609/07      | 4090249337 |
| Compu-Power (Pty) Ltd                    | 1969/001222/07      | 4770103820 |
| Umbane Systems (Pty) Ltd                 | 1997/014583/07      | 4640187185 |
| Cybercare (Pty) Ltd                      | 2004/012482/07      | 4720215906 |
| Energy Cybernetics (Pty) Ltd             | 2006/029422/07      | 4660174493 |
| Veritek (Pty) Ltd                        | 2005/013237/07      | 4430261695 |
| Energy Insight (Pty) Ltd                 | 2008/001336/07      | 4140245756 |
| Trackstar Trading 308 (Pty) Ltd          | 2001/016720/07      | 4820194647 |
| GLS Consulting (Pty) Ltd                 | 2007/003039/07      | 4910241134 |
| IMQS Software (Pty) Ltd                  | 2000/019581/07      | 4820194431 |
| Mehleketo Resourcing (Pty) Ltd           | 2004/031203/07      | 4110231091 |
| Railco (Pty) Ltd                         | 2007/025509/07      | 4350244325 |
| Sanyati Mehleketo Construction (Pty) Ltd | 2011/005159/07      | 4230259766 |
| V & V Holdings (Pty) Ltd                 | 2000/005155/07      | 4100194754 |
| V & V Consulting Engineers (Pty) Ltd     | 1999/007112/07      | 4650195383 |

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Certificate Number: ELC10584RGENBBICT

**BBBEE Status: Level 1 Contributor**

Empowering Supplier

### Entities Included in the Consolidated Verification Certificate

| Company Name                                       | Registration Number | VAT Number |
|--|---------------------|------------|
| CSV Water Consulting Engineers (Pty) Ltd           | 2008/004489/07      | 4010245704 |
| In The Cloud Internet Services (Pty) Ltd           | 2015/435438/07      | 4880254489 |
| Zenaptix (Pty) Ltd                                 | 2003/006121/07      | 4580213322 |
| Employers Mutual Protection Service (Pty) Ltd      | 1981/010434/07      | 4410101739 |
| EOH Linkstate Services (Pty) Ltd                   | 2012/079510/07      | 4520263379 |
| Rinedata SA (Pty) Ltd                              | 2012/046793/07      | 4740261575 |
| Hoonar Tekwurks Consulting South Africa (Pty) Ltd  | 2011/131002/07      | 4230261218 |
| Arcserve Southern Africa (Pty) Ltd                 | 2013/233550/07      | 4220267001 |
| Cornastone Enterprise Systems (Pty) Ltd            | 2000/024217/07      | 4270190988 |
| Cornastone Enterprise Management Systems (Pty) Ltd | 2005/022241/07      | 4350224277 |
| Cornastone Enterprise Services (Pty) Ltd           | 2005/039697/07      | 4790236568 |
| Cornastone Managed Services (Pty) Ltd              | 2005/036396/07      | 4330263932 |
| Cornastone Telecommunications (Pty) Ltd            | 2005/035008/07      | 4850240856 |
| NEXTEC Advisory (Pty) Ltd                          | 1999/023679/07      | 4020188175 |
| Quinedge (Pty) Ltd                                 | 2002/027602/07      | 4190184269 |
| Impression Signatures (Pty) Ltd                    | 2015/285088/07      | 4580275040 |
| Apronics (Pty) Ltd                                 | 2001/017007/07      | 4620138075 |

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Certificate Number: ELC10584RGENBBICT

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Empowering Supplier

## Entities Included in the Consolidated Verification Certificate

| Company Name                                 | Registration Number | VAT Number |
|--|---------------------|------------|
| EOH Managed Services PS (Pty) Ltd            | 2009/022961/07      | 4370255822 |
| Xpert Decisions Systems (Pty) Ltd            | 2002/022938/07      | 4370206924 |
| Sybrin Systems (Pty) Ltd                     | 2005/021840/07      | 4050227950 |
| Coastal and Environmental Services (Pty) Ltd | 2012/151672/07      | 4380172835 |
| Dihlase Consulting Engineers (Pty) Ltd       | 2007/000416/07      | 4520234610 |
| About Time Software (Pty) Ltd                | 2009/019149/07      | 4430258519 |
| iOCO Managed Services (Pty) Ltd              | 2000/028133/07      | 4160191112 |
| Shandon Business Solutions (Pty) Ltd         | 2003/004032/07      | 4050190034 |
| Deixis (Pty) Ltd                             | 2003/010010/07      | 4760205957 |
| Exigo Sustainability (Pty) Ltd               | 2006/011434/07      | 4910184854 |
| Managed Integrity Evaluation (Pty) Ltd       | 2003/016541/07      | 4400111011 |
| Ezobuchwepheshe Business Solutions (Pty) Ltd | 2013/195325/07      | 9710039166 |
| Comitant Solutions (Pty) Ltd                 | 1999/024408/07      | 4320188792 |
| Emid (Pty) Ltd                               | 1980/002315/07      | 4490119700 |
| Hymax SA (Pty) Ltd                           | 2000/006285/07      | 4810188757 |
| Hymax Talking Solutions (Pty) Ltd            | 2010/015483/07      | 4490259498 |
| Intelligens IT Solutions (Pty) Ltd           | 2002/009822/07      | 4300206994 |

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## Entities Included in the Consolidated Verification Certificate

| Company Name  | Registration Number | VAT Number |
|---|---------------------|------------|
| EOH Holdings Ltd                                    | 1998/014669/06      | 4180202386 |
| CA Southern Africa (Pty) Ltd                        | 2008/021302/07      | 4400252195 |
| iOCO Enterprise Applications (Pty) Ltd              | 1971/010320/07      | 4440105072 |
| Mthombo IT Services (Pty) Ltd                       | 1998/020465/07      | 4900189012 |
| EOH Consulting (Pty) Ltd                            | 2000/016947/07      | 4330204662 |
| iOCO Software Distribution (Pty) Ltd                | 1995/006114/07      | 4880152378 |
| Digital Industries (Pty) Ltd                        | 2016/505179/07      | 4170280095 |
| NEXTEC Shared Services (Pty) Ltd                    | 2018/295431/07      | 4920288257 |
| Fluent (Pty) Ltd                                    | 2019/204161/07      | 4270291422 |
| EOH Mthombo (Pty) Ltd                               | 1998/000103/07      | 4320172499 |
| EOH Afrika (Pty) Ltd                                | 2000/008680/07      | 4660199201 |
| Amber Moon Trading 5 (Pty) Ltd                      | 2007/022104/07      | 4560253512 |
| NEXTEC Security and Building Technologies (Pty) Ltd | 1994/006897/07      | 4870146232 |
| iOCO Digital (Pty) Ltd                              | 2004/022847/07      | 4370220164 |
| Freethinking Business Consulting (Pty) Ltd          | 2008/021602/07      | 4200241414 |
| Faranani Sapremo (Pty) Ltd                          | 2006/037174/07      | 4440248088 |
| Allos Consulting (Pty) Ltd                          | 2004/019547/07      | 4350216620 |

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# EMPOWERLOGIC

## Broad Based Black Economic Empowerment Verification Certificate

A Consolidated Verification Certificate Issued to

### EOH Holdings Limited and Subsidiaries

## Level 1 Contributor

### Measured Entity

|                     |   |
|---------------------|---|
| Company Name        | EOH Holdings Limited and Subsidiaries                       |
| Registration Number | 1998/014669/06  |
| VAT Number          | 4180202386  |
| Address             | EOH Business Park<br>1 Osbourne Lane<br>Bedfordview<br>2007 |

### B-BBEE Status

| B-BBEE Status Level                     | Level 1 |   |            |
|---|---------|---|------------|
| Total Points Obtained                   | 124.12  | EO: 24.22 points; MC: 16.07 points; SD: 18.88 points; ESD: 52.95 points; SED: 12 points |            |
| Discounting Principle Applied           | No      | Measurement Period Year End   | 31/07/2021 |
| Empowering Supplier                     | Yes     | Participated in Y.E.S Initiative  | Yes        |
| Black Voting Rights                     | 56.45%  | Achieve Y.E.S Target and 2.5% Absorption  | Yes        |
| Black Women Voting Rights               | 8.05%   | Achieve 1.5 x Y.E.S Target and 5% Absorption  | No         |
| Black Economic Interest                 | 56.45%  | Achieve Double x Y.E.S Target and 5% Absorption   | No         |
| Black Women Economic Interest           | 8.05%   | Black New Entrants  | 3.85%      |
| 51% Black Owned*                        | Yes     | Black Designated Groups   | 0.00%      |
| 30% Black Women Owned*                  | No      | Black Youth   | 0.00%      |
| Normal Flow Through Principle Applied   | No      | Black Disabled  | 0.00%      |
| Modified Flow Through Principle Applied | No      | Black Unemployed  | 0.00%      |
| Exclusion Principle Applied             | Yes     | Black People Living in Rural Areas  | 0.00%      |
|   |         | Black Military Veterans   | 0.00%      |

| BEE Procurement Recognition Levels                                 |                 |        |
|--|-----------------|--------|
| Level  | Qualification   | %      |
| 1  | ≥ 120 Points    | 135%   |
| 2  | ≥ 115 but < 120 | 125%   |
| 3  | ≥ 110 but < 115 | 110%   |
| 4  | ≥ 100 but < 110 | 100%   |
| 5  | ≥ 95 but < 100  | 80%    |
| 6  | ≥ 90 but < 95   | 60%    |
| 7  | ≥ 75 but < 90   | 50%    |
| 8  | ≥ 55 but < 75   | 10%    |
| Non Compliant  |                 | <55 0% |
| Enquiries Tel: 086 111 4003  |                 |        |
| <a href="http://www.empowerlogic.co.za">www.empowerlogic.co.za</a> |                 |        |

|                       |   |
|-----------------------|---|
| Issue Date            | 29/10/2021                                    |
| Expiry Date           | 28/10/2022                                    |
| Certificate Number    | ELC10584RGENBBICT                             |
| Version               | Final   |
| Applicable Scorecard  | Amended ICT - Generic                         |
| Applicable BBEE Codes | Amended ICT Codes Gazetted on 7 November 2016 |

\*Black Owned: ≥51% and full points for Net Value

\*Black Women Owned: ≥30% and full points for Net Value



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EOH  
 6th Floor  
 Sunclare Building  
 21 Dreyer Street  
 Claremont

Date: Tuesday, 23 November 2021

**QUOTATION**

Company: Cape Winelands District Municipality  
 Address: 29 Du Toit Street, Stellenbosch  
 Name: Mr A Gabier

Valid To:  
 Quote Ref: Q2021/079  
 ROE (Euro):  
 New/Renewal: On Premise Renewal

| Qty | Description  | Code          | Unit Price | TOTAL       |
|-----|--|---------------|------------|-------------|
|     | <b>Workstation</b>   |               |            |             |
| 300 | F-Secure Business Suite Premium Renewal for 1 year Governmental (100-499), International | FCUPSN1GVXCIN | R 251,79   | R 75 537,00 |
|     | <b>Virtual Server</b>  |               |            |             |
| 30  | F-Secure Business Suite Premium Renewal for 1 year Governmental (100-499), International | FCUPSN1GVXCIN | R 251,79   | R 7 553,70  |
|     | <b>Physical Server</b>   |               |            |             |
| 2   | F-Secure Business Suite Premium Renewal for 1 year Governmental (100-499), International | FCUPSN1GVXCIN | R 251,79   | R 503,58    |

**Subtotal: R 83 594,28**  
**VAT (15%): R 12 539,14**  
**Total: R 96 133,42**

VAT Number : 4320172499 | Registration Number : 1998/000103/07  
 EOH Mthombo (Pty) Ltd

**TERMS & CONDITIONS:**

1. Quotation valid for 7 days only.
2. All pricing for goods will be confirmed on order placement and may change without notice, due to currency fluctuations.
3. Exchange rates apply for Rand costing.
4. The EOH standard terms and conditions apply and are available on request.
5. Errors and omissions exempted.
6. Time quoted for on-site work is billed as actual time spent on-site.
7. Payment within 30 days from date of invoice.

Acceptance Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Executive Summary

We would like to thank Cape Winelands District Municipality for affording EOH Mthombo (Pty) Ltd the opportunity to provide a response to the Renewal of F-Secure Business Suite Premium License (Bid No: Q2021/079)

“The Bidder has reviewed the General Conditions of Contract (GCC) as set out in the tender document and respectfully submits that while the GCC terms properly regulate the terms relating to the tender process, many of the terms are not applicable given the nature of the professional services the Bidder is tendering to provide and it does not include or cover all the terms that should apply to the provision of the professional services required under this tender. The Bidder's response is, therefore, submitted subject to the condition that if the Bidder is the successful bidder, the parties conclude an appropriate agreement that provides for such additional terms”.

As the only Gold partner in South Africa for F-Secure security solutions EOH is in an excellent position to provide the Cape Winelands Municipality with your requirements for the F-Secure business suite premium licenses Renewal & support Partner. EOH has the necessary and relevant skills and competencies to run these tools, safeguarding your organisation and making sure you get the most out of your F-Secure licenses keeping you safe and secure at all times.

We are a JSE-listed, level 1 B-BBEE South African systems integrator. We are the largest provider of knowledge and technology services in Africa, committed to being a relevant force for good, focused on creating jobs through our Youth Job Creation Initiative and other CSI programmes

We hope you will look on this offer favourably and that we can be of service.

Yours sincerely

Paul Spagnoletti

Business Unit Executive

## About EOH

EOH is the largest technology holding company in Africa. Listed on the JSE since 1998, EOH is also a level 1 B-BBEE contributor. The Group's approximately 8 000 employees deliver services to over 5 000 customers across all major industries throughout South Africa, Africa, Europe and the Middle East.

EOH has a wide range of solutions in Technology Services, Industrial Technologies and Business Process Outsourcing. Our business is systemic to the public and private sectors. The company is an integral technology partner for a number of South Africa's leading JSE-listed blue-chip companies, key metros and government departments.

Following a 2019 governance ignominy, the Group embarked on a transparent and extensive governance reform and remediation process. This included a new board, major risk governance framework overhaul and a new executive management team. As part of this process, we are remediating a set of ten major public sector contracts and moving all historic business out of the implicated entity, EOH Mthombo (Pty) Ltd, previously our primary trading subsidiary.

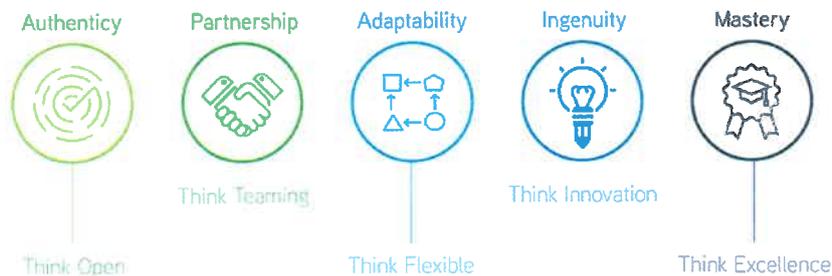
### 1.1 EOH's purpose

In a world where rapidly changing technologies are altering the course of humanity, our purpose is what defines us, reverberating deep within our core. Our purpose evokes pride, integrity and innovation in everything we do, and moves us towards a sustainable and transformative future.

Our purpose is to SOLVE – for our clients and for ourselves. We exist to solve challenges courageously and exponentially, using our deep-industry expertise. While the world around us continues to transform, we adapt and remain united and anti-fragile through our commitment to each other, our clients and stakeholders.

**SOLVE**  
Exponentially . Courageously . Together

Our values reflect our purpose to SOLVE:



## 1.2 Company structure

As part of a strategic re-alignment process, EOH has also re-organised its business into three distinct parts, namely iOCO (our Technology Solutions company), NEXTEC (a range of our Industrial Solutions companies) and our IP cluster (a group of proudly South African technology IP companies).

### 1.2.1 iOCO

iOCO is the technology solutions company and ICT component within the Group and offers a single point of contact for business across the ICT stack. We combine ease of engagement with a technology-agnostic approach to solution design.

We have recently reorganised, consolidated a mass of operating entities in a new structure and relaunched under a new brand, iOCO, which enables the company to clearly identify the suite of ICT products and services.

iOCO sets the standard in best practice in ICT through a rigorous governance framework, mitigating risk for our clients and embracing a new way of doing business with a strategic technology partner.

### 1.2.2 NEXTEC

As we enter a connected future, new-world problems demand smart and resilient solutions. Our teams of specialists deliver services and solutions in high-growth digital industries, while retaining the ability to collaborate and converge to create value. Our data-driven solutions, research and insight into a complex world help us to create a better future for our clients and their stakeholders.

NEXTEC delivers services in two main streams:

1. Business infrastructure solutions which encompass digital infrastructure, design and consulting, and technology leasing services
2. Business outsourcing solutions which encompass recruitment, staffing and learning, and development solutions

### 1.2.3 IP companies

Over time the historic EOH acquired a wide range of proudly African intellectual property and software that we have been taking to the world. We have retained a number of these companies and continue to distribute their offerings as part of the Group's overall go-to-market strategy.

Through a high degree of specialisation, our IP companies offer deep relevant expertise in diverse industries. We use domain-specific technology and our own IP to create, build and manage innovative services and solutions.

Our IP companies include:

|                                |   |
|--------------------------------|---|
| Sybrin                         | Provides payment and information management software and services. Sybrin implemented the first cheque truncation system in Africa, the third in the world.   |
| Information services companies | Our information services companies, XDS, MiE, afiswitch and zenAptics deliver credit information bureau, background checks, verification and screening, national automated electronic criminal record check, enterprise transformation, data engineering, risk management and big data analytics. |
| Impression Signatures          | Impression is a secure digital document delivery and e-signature business solution with a commitment to making this innovative technology accessible to all.  |

### 1.3 Geographic reach

Our clients' continuous evolution requires a partner that can improve legacy technology, while implementing their disruptive platforms of the future. With EOH's depth and breadth of capabilities we are well positioned to help clients navigate this two-speed world, across all major industries throughout South Africa, Africa, Europe and the Middle East.



## 1.4 Leadership

EOH is led by a highly experienced team with diverse skills:



Megan Pydjajadu  
Chief Financial Officer



Stephen van Colfer  
Chief Executive Officer



Fatima Newman  
Chief Risk Officer



Marlon de la Rey  
Managing COO, SA & G



Sean Bennett  
Managing COO, NBXTEC



Tshepo Ramoroting  
Head of R&D, Technology



Brian Harding  
Head of R&D, SubSahara



Ntando Andiykowsky  
Head of Strategy and Change

Entrepreneur as a pioneer, owner and operator of retail operations including King Pie and Mugg & Bean. Executive of retail banking in ABSA and Standard Bank

Moved to South Africa in 2008. Previous Head of HSBC Global Banking Africa, CEO of UBS SA and Head of UBS Sub-Saharan Africa as well as CEO of listed company Kore Potash.

Over 25 years ICT industry experience including running own business and working for IBM (6yrs) and Oracle Corporation (5,5yrs) as a Senior Exec.

ICT industry experience spanning over 25 years, having worked in various management & executive positions. Co-founder & owner of software development company (Airborne Consulting)

Previously served as Head of International Banking for the South African region for the Absa Group. Was the project lead for CIB with respect to its separation from Barclays Plc.

**EOH MTHOMBO PROPRIETARY LIMITED**

**(Reg. No. 1998/000103/07)**

**("the Company")**

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**WRITTEN RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY IN TERMS OF SECTION 74  
OF THE COMPANIES ACT, 2008**

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**DELEGATION OF AUTHORITY TO SIGN BIDS, TENDERS AND CONTRACTS FOR THE AWARD OF BUSINESS  
TO THE COMPANY**

**IT WAS RESOLVED THAT:**

1. The Company hereby approves, adopts and confirms the Delegation of Authority schedule attached hereto ("the Delegation of Authority");
2. The individuals named in the Delegation of Authority are hereby authorized to conclude, sign and submit bids, tenders and contracts for the award of business to the Company subject to the limits of authority contained in the Delegation of Authority and compliance to the Bidding/Contract Approval process;
3. Upon the resignation of the aforementioned authorized individuals from the Company, the appointed replacement will adopt the same authority to sign bids, tenders and contracts as was granted to the employee named in the Delegation of Authority;
4. The resolution will remain in force from the date of this resolution until cancelled, replaced or amended by a resolution passed by the board of the Company.

Dated this 4<sup>th</sup> day of February 2021



S van Coller  
Director



M Pydigadu  
Director



F Newman  
Director

### Appendix A: The Delegation of Authority

As per the resolution noted above, the following individuals are authorised to conclude, sign and submit bids, tenders and contracts for the award in EOH Mthombo (Pty) Ltd as outlined in the levels below:

| Limit of Authority *  | Role                          | Named Individual   |
|---|-------------------------------|--|
| R0 – R10m annualised revenue value for Cloud and Security   | Business Unit Executive Cloud | Paul Spagnoletti   |
| R0 - R10m = AppDev<br>R0 – R10m = Data and Analytics  | BU Head<br>BU Head            | Pieter Kruger<br>Carl Hochfelden   |
| R0m – R50m =  | Cluster Executives            | Clydie Cronje<br>Christiaan Kriel<br>Varsha Ramesar<br>Beavin De Kock<br>Richard Vester<br>Mary-Lyn Raath for Gauteng Solution<br>Steve Hughes for KZN |
| R50m – R100m  | Divisional CEO                | Brian Harding  |
| Greater than R100m  | Group EXCO                    | Stephen van Coller<br>Megan Pydigadu<br>Fatima Newman  |
| * The value stipulated in limit of authority is documented to provide a maximum authority limit, individuals are able to conclude, sign and submit bids, tenders and contracts at a level lower than that documented. |                               |  |



Signed with Impression - Chain of Custody



#### Signature Request

|                       |                                      |                 |                          |
|-----------------------|--------------------------------------|-----------------|--------------------------|
| Signature Request ID: | ebf0638d-4c82-46ff-b914-3cdf52fe37c6 | Timestamp:      | 2021-02-04T11:52:48.729Z |
| Signee Name:          | Megan Pydigadu                       | Sender Name:    | Vivien Dan               |
| Request Type:         | WebSigning                           | Request Status: | WEBVIEWER SIGNED         |

#### Original Document

|                |  |                |          |
|----------------|--|----------------|----------|
| Document Name: | EOH Mthombo Board Resolution Delegation of Authority.pdf | Document Size: | 118.2 KB |
|----------------|--|----------------|----------|

#### Email Evidence

|                       |                            |                         |   |
|-----------------------|----------------------------|-------------------------|---|
| Signee Email:         | megan.pydigadu@eoh.com     | Email Subject:          | A document from Vivien Dan is ready for signature |
| Email Sent Timestamp: | 2021-02-04T11:10:04.773082 | Email Opened Timestamp: | Not available in Silent Mode                      |

#### Web Evidence

|                         |   |                           |                            |
|-------------------------|---|---------------------------|----------------------------|
| Signee IP Address:      | 105.184.144.238   | Request Timestamp:        | 2021-02-04T11:51:33.888035 |
| Signee GPS (if shared): | ZA: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_6) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/14.0.3 Safari/605.1.15 | Terms Accepted Timestamp: | 2021-02-04T11:52:28.250273 |

#### Annotations and Modifications

|                        |   |                           |   |
|------------------------|---|---------------------------|---|
| Signature Count:       | 1 | Form Fields Filled Count: | 0 |
| Text Annotation Count: | 0 | Initial All Pages Count:  | 0 |
| Single Initial Count:  | 0 |                           |   |

#### Signing Evidence

|                     |               |                   |                                      |
|---------------------|---------------|-------------------|--------------------------------------|
| Signee Mobile:      | +270000000000 | Sign Type:        | WebSigning                           |
| Security Challenge: | NONE          | Part of Workflow: | 2ab7727d-9d8a-4cc9-8069-0371e513b909 |

#### Chain Of Custody Generation

|                         |   |                     |                          |
|-------------------------|---|---------------------|--------------------------|
| Attached Document Name: | 20210204T115248.462Z EOH Mthombo Board Resolution Delegation of Authority.pdf | Attached Timestamp: | 2021-02-04T11:52:48.729Z |
|-------------------------|---|---------------------|--------------------------|





Signed with Impression - Chain of Custody



#### Signature Request

|                       |                                      |                 |                          |
|-----------------------|--------------------------------------|-----------------|--------------------------|
| Signature Request ID: | 76c5ac51-3974-4d39-b438-cc2cd9244991 | Timestamp:      | 2021-02-04T12:18:28.098Z |
| Signee Name:          | Fatima Newman                        | Sender Name:    | Vivien Dan               |
| Request Type:         | WebSigning                           | Request Status: | WEBVIEWER SIGNED         |

#### Original Document

|                |  |                |          |
|----------------|--|----------------|----------|
| Document Name: | EOH Mthombo Board Resolution Delegation of Authority.pdf | Document Size: | 194.0 KB |
|----------------|--|----------------|----------|

#### Email Evidence

|                       |                            |                         |   |
|-----------------------|----------------------------|-------------------------|---|
| Signee Email:         | fatima.newman@eoh.com      | Email Subject:          | A document from Vivien Dan is ready for signature |
| Email Sent Timestamp: | 2021-02-04T11:10:01.402636 | Email Opened Timestamp: | Not available in Silent Mode                      |

#### Web Evidence

|                         |  |                           |                            |
|-------------------------|--|---------------------------|----------------------------|
| Signee IP Address:      | 105.186.128.197  | Request Timestamp:        | 2021-02-04T12:17:44.552036 |
| Signee GPS (if shared): | ZA: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/88.0.4324.96 Safari/537.36 | Terms Accepted Timestamp: | 2021-02-04T12:17:52.241991 |

#### Annotations and Modifications

|                        |   |                           |   |
|------------------------|---|---------------------------|---|
| Signature Count:       | 1 | Form Fields Filled Count: | 0 |
| Text Annotation Count: | 0 | Initial All Pages Count:  | 0 |
| Single Initial Count:  | 0 |                           |   |

#### Signing Evidence

|                     |              |                   |                                      |
|---------------------|--------------|-------------------|--------------------------------------|
| Signee Mobile:      | +27834198585 | Sign Type:        | WebSigning                           |
| Security Challenge: | NONE         | Part of Workflow: | 2ab7727d-9d8a-4cc9-8069-0371e513b909 |

#### Chain Of Custody Generation

|                         |   |                     |                          |
|-------------------------|---|---------------------|--------------------------|
| Attached Document Name: | 20210204T121827.760Z EOH Mthombo Board Resolution Delegation of Authority.pdf | Attached Timestamp: | 2021-02-04T12:18:28.098Z |
|-------------------------|---|---------------------|--------------------------|





Signed with Impression - Chain of Custody



#### Signature Request

|                       |                                      |                 |                          |
|-----------------------|--------------------------------------|-----------------|--------------------------|
| Signature Request ID: | 446b1dc2-88b1-44eb-bd3a-114707420041 | Timestamp:      | 2021-02-04T12:49:29.475Z |
| Signee Name:          | Stephen Van Coller                   | Sender Name:    | Vivien Dan               |
| Request Type:         | WebSigning                           | Request Status: | WEBVIEWER SIGNED         |

#### Original Document

|                |  |                |          |
|----------------|--|----------------|----------|
| Document Name: | EOH Mthombo Board Resolution Delegation of Authority.pdf | Document Size: | 259.6 KB |
|----------------|--|----------------|----------|

#### Email Evidence

|                       |                            |                         |   |
|-----------------------|----------------------------|-------------------------|---|
| Signee Email:         | stephen.vancoller@eoh.com  | Email Subject:          | A document from Vivien Dan is ready for signature |
| Email Sent Timestamp: | 2021-02-04T11:10:09.687647 | Email Opened Timestamp: | 2021-02-04T12:44:39.240773                        |

#### Web Evidence

|                         |   |                           |                            |
|-------------------------|---|---------------------------|----------------------------|
| Signee IP Address:      | 196.22.230.114  | Request Timestamp:        | 2021-02-04T12:43:17.773780 |
| Signee GPS (if shared): | ZA: Mozilla/5.0 (iPhone; CPU iPhone OS 14_3 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/14.0.2 Mobile/15E148 Safari/604.1 | Terms Accepted Timestamp: | 2021-02-04T12:48:57.301198 |

#### Annotations and Modifications

|                        |   |                           |   |
|------------------------|---|---------------------------|---|
| Signature Count:       | 1 | Form Fields Filled Count: | 0 |
| Text Annotation Count: | 0 | Initial All Pages Count:  | 0 |
| Single Initial Count:  | 0 |                           |   |

#### Signing Evidence

|                     |              |                   |                                      |
|---------------------|--------------|-------------------|--------------------------------------|
| Signee Mobile:      | +27832124332 | Sign Type:        | WebSigning                           |
| Security Challenge: | NONE         | Part of Workflow: | 2ab7727d-9d8a-4cc9-8069-0371e513b909 |

#### Chain Of Custody Generation

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|-------------------------|---|---------------------|--------------------------|
| Attached Document Name: | 20210204T124929.055Z EOH Mthombo Board Resolution Delegation of Authority.pdf | Attached Timestamp: | 2021-02-04T12:49:29.475Z |
|-------------------------|---|---------------------|--------------------------|

