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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



CAPE WINELANDS DISTRICT

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Q 2021/082

SUPPLY AND DELIVERY OF IP ENABLED DEVICES

COMPANY NAME: Plus1X Communications (Pty) Ltd.
POSTAL ADDRESS: Private Bag X223, Halfway House, 1685
.....
.....

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

Q 2021/082
SUPPLY AND DELIVERY OF IP ENABLED DEVICES

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A. QUOTATION NOTICE

Formal Written Price Quotations are hereby invited to supply and deliver IP enabled devices.

Technical enquiries regarding this bid can be directed to Abdul Gabier at telephone no. 0861 265 263.

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

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

Duly completed quotations must be enclosed in a (separate) sealed envelope and endorsed with the relevant quotation number and description on the envelope/s. The sealed quotations must be placed in the official quotations box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch, before **11h00 on Thursday, 09 December 2021**.

**HF PRINS
MUNICIPAL MANAGER**

B. GENERAL CONDITIONS AND INFORMATION

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

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

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

1. Acceptance or Rejection of a Quotations

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

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

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

2. Validity Period

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

3. Registration on Accredited Supplier Database

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

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

4. Completion of Quotations Documents

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

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

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

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

5. Authorised Signatory

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

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

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

6. Site / Information Meetings

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

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

7. Quantities of Specific Items

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

8. Expenses Incurred in Preparation of Quotations

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

9. Contact with Municipality after Quotations Closure Date

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

10. Opening, Recording and Publications of Quotations Received

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

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

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

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

11. Evaluation of Quotations

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

12. Subcontracting

The Contractor shall not subcontract the whole of the contract.

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

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

13. Extension of Contract

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

14. Past Practices

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

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

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

15. Persons in the service of the state

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

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

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

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

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

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

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

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

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

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

Bidders other than EMEs

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

Bidders who qualify as EMEs

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

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

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

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

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

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

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

Registered auditors approved by IRBA

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

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

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

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

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

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

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

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

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

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

- For example the approved thresholds for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively.

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

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

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

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

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

17. Application

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

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

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

18. Standards

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

19. Information and Inspection

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

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

20. Governing Language

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

21. Payments

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

Payment will be made in Rand unless otherwise stipulated.

22. Prices and Evaluation of bids

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

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

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

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

24. Termination for Insolvency

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

25. Settlement of Disputes

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

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

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

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

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

26. Applicable Law

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

27. Notices

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

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

28. Taxes and duties

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

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

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

29. Value-added tax (VAT) on invoices

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

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

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

The VAT registration number of the District Municipality is 4700193495.

30. Tax Clearance Certificate

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

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

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

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

31. Municipal Rates, Taxes and Charges

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

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

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

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

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

33. Letter of Good Standing from the Commissioner of Compensation

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

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

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

34. PROTECTION OF PERSONAL INFORMATION

In submitting any information or documentation requested in this quotation document, or any other information that may be requested pursuant to this quotation, you are consenting to the

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

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

The purpose of this document is to:

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

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not

restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

2. APPLICATION

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

3. GENERAL

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

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

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

6. PATENT RIGHTS

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

7. PERFORMANCE SECURITY

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

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. PACKING

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

10. DELIVERY AND DOCUMENTS

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

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

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

16. PAYMENT

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 16.5 Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

17. PRICES

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

8. VARIATION ORDERS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

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

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

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Quotations Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing

business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

- (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

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

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. TRANSFER OF CONTRACTS

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

34. AMENDMENT OF CONTRACTS

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

35. PROHIBITION OF RESTRICTIVE PRACTICES

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

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

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

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

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

The points are awarded as follows:

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

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

E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Quotation number:	Q 2021/080	Closing date:	09/12/2021	Closing time:	11h00
Description	SUPPLY AND DELIVERY OF IP ENABLED DEVICES				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder	Plus1X Communications (Pty) Ltd.				
Postal address	Private Bag X223, Halfway House, 1685				
Street address	Reunert Park, 628 James Crescent Halfway House 1685				
Telephone number	Code	010	Number	001-3000	
Cell phone number	0723693367				
E-mail address	tholland@plusonex.com				
VAT registration number	4800232367				
Tax compliance status	TCS PIN:	E6F72C821A	OR	CSD No:	MAAA 0012692
B-BBEE status level verification certificate [tick applicable box]	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no		B-BBEE status level sworn affidavit		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered	as per requirements		Total bid price	R 10423,96	
Signature of bidder			Date	9 December 2021	
Capacity under which this bid is signed	Director				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Abdul Gabier				
Telephone number	021 888 5171				
E-mail address	agabier@capewineland.gov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewineland.gov.za				

TERMS AND CONDITIONS FOR BIDDING – PART B

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

Signature(s):



Name(s):

Rene Vida Bredenkamp

Capacity for the Tenderer:

Director

Date:

9 December 2021

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. INTRODUCTION

Formal Written Price Quotations are hereby invited to supply and deliver IP enabled devices

2. BACKGROUND

The Cape Winelands is replacing its aging copper analogue telephony technology with digital telephony technology. The purpose of the tender is to procure IP enabled devices. The devices must be compatible with the OpenScape PABX.

The current equipment setup is replicated at multiple sites on one network. The technology stack is as follows:

Telephone Technology Description
System OpenScape Business X5
OpenScape X5, upgrade kit from HiPath 3550
OpenScape Business Base
OpenScape Business TDM User licences
OpenScape Business Networking
Analogue Trunk Module TLANI4 Port
Analog Subscriber Line Module 16 Ports (SLAV16)

The current telephony system includes a telephony management system that provides data to monitor all incoming and outgoing calls.

3. SCOPE OF WORK/ TERMS OF REFERENCE

The CWDM will procure three different IP enabled devices to meet its telephony needs. The devices must be compatible with the OpenScape PABX.

Coupled with the device must be an installation guide and a user manual for training purposes.

Training must be provided with the devices. The training must cover:

- 1st time installation and configuration to the OpenScape PABX.
- 1st time User train the trainer.

4. MINIMUM REQUIREMENTS

The table below lists the minimum features for the telephonic devices

IP Device	Minimum Features	Licence to be supplied
Device 1 Hand set	<ul style="list-style-type: none"> - RFC 3725 support - HFA telephony protocol - compatibility to the OpenScape Voice solution - computer telephony integration (CTI) - high definition Audio voice technology - auto-pairing and locking via Bluetooth - Graphical display, 2 lines (192*48 pixel), 	OpenScape IP User

	<ul style="list-style-type: none"> - monochrome - Notification LED (red/green/amber) - 4 free programmable feature keys with LED (red/green/amber) - Pre-programmed: Call Log, Directory, Forward, Redial - 5 fixed feature keys, 3 with LED (red or green) Hold, Transfer, Conference, Settings, Messages - 4-way navigator, plus OK-key - 3 audio keys (Mute/Speaker/Headset) with LED (red or green) - Volume control +/- - Open listening / Hands-free talking (Full-duplex) - Headset port (DHSG/EHS) - 10/100 Base-T Ethernet Switch - IEEE 802.3af PoE, class 1 - Wall mountable 	
Device 2 Handset (On/ Off network)	<ul style="list-style-type: none"> - 6.53" Large Display HD - AI Triple Camera (13MP) for facial recognition - 5000mAh (typ) High-capacity Battery - Octa-Core Processor up to 2.3GHz with Hyper-engine 1.0 or equivalent - GPU: PowerVR8320, up to 680MHz - Dual SIM - 32GB Onboard storage with 3GB RAM capacity - AI face unlock - Built in WiFi 	OpenScape IP User license including Openscape Myportal for Mobility
Device 3 wireless Handset with base station	<ul style="list-style-type: none"> - Customized ring tones and display colours for your special contacts - Day/night volume settings - High quality, ergonomic keypad (metal dome technology) - Email notification - Handsfree talking - Convenient hands-free talking (full duplex quality) <p>General features</p> <ul style="list-style-type: none"> - Connection for Analog, VoIP - Telephone numbers (IP) - 6 - DECT Standards for DECT, GAP - Interfaces internal - LAN Port - ECO DECT - Automatic reduction of transmission power, Radiation-free in standby mode, Low energy consumption 	OpenScape IP User

	<ul style="list-style-type: none"> - Standby time up to (h) - 200 - Talk time up to (h) - 18 - Phonebook # entries (name / number) - 150 - Individual ringer tones for VIP entries - Alarm function - SMS function - Optical call signaling - Illuminated display, Flashing send key - Number of Expandable Handsets - 6 - Number assignment for incoming and outgoing external calls - Number assignment for incoming and outgoing internal calls - Free internal calls - Phone-/Address book-transfer internal via DECT (handset to handset) - Internal transfer of external calls, conference circuit, call back <p>Audio features</p> <ul style="list-style-type: none"> - HD Voice (wideband voice) - Handsfree talking - (full duplex quality) - Handsfree talking handset - Adjustable Volume <p>Display features</p> <ul style="list-style-type: none"> - Display Type - Color Display - Dimensions (H x W mm) - 33 x 52 - Diagonal spread (inch) - 1.8 - Resolution (px) - 96 x 64 - Display of caller - List of last 20 missed calls with time and date - List of 20 outgoing calls with time and date - List of 20 received calls with time and date - List of 60 all calls with time and date ? - Multilingual menu - Time / Date displayed - Keypad features: <ul style="list-style-type: none"> - Illuminated Keypad - Navigation key - Message indicator key 	
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5. DELIVERABLES

Approximately 50 IP enabled devices must be delivered within 30 days of the order being supplied, or a time mutually agreed upon. Coupled with the device must be an installation guide and a user manual for training purposes.

6. EVALUATION CRITERIA

The IP enabled devices will be evaluated based on suitable functionality. The IP enabled devices will be accepted if and only if it complies to the items specified in the table below- **Annexure A**. The IP enabled devices design, architecture, compatibility and quality measure must result in a "Yes" answer for each item in the Comply column in the table below. If the answer is "Yes" because the item is superior to the request, make mention of it in the Comments column.

The number of devices will be determined based on budget availability and suitability of use. The responding provider must put the unit cost in the table below and provide the name and model that will be provided for evaluation purposes. The make and model of the phone must meet the feature requirements to be considered. The IP enabled device will be installed with the license specified in the "license to be supplied" column.

7. EVALUATION AND AWARD

At least two (2) reference letters from companies where the service providers are/have been rendering services applicable to the deliverables as explained in 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.

8. REFERENCES

At least two (2) reference letters from companies where the service providers are/have been rendering services applicable to the deliverables as explained in 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.

9. LOGISTICAL REQUIREMENTS

The successful service provider must supply and deliver the products to the Cape Winelands District Municipality within 30 days from the date of issuing of an order by the Cape Winelands District Municipality, or within a period to be mutually agreed upon between the applicable service provider and the Cape Winelands District Municipality.

All deliveries must be accompanied by a delivery note stating the official order number against which the delivery has been effected.

10. REMUNERATION

No upfront payments will be made.

Payments to the Service Provider will only be effected on delivery of the IP enables devices..

Any fees or remuneration are inclusive of Value Added Tax.

Payment to the contractor will only be effected on the delivery of the devices and completion of the training. The successful service provider must submit invoices to the Cape Winelands District Municipality, not later than the 7th day after delivery of the devices, which are payable within 30 days.

Each invoice must be accompanied by an advice slip, signed off by a representative of the Cape Winelands District Municipality, to confirm the type and number of devices delivered.

11. COVID-19 REQUIREMENTS

The service provider must adhere to all prescribed statutory protocols pertaining to Covid-19

12. PRICING INSTRUCTIONS

The prices quoted must include all labour, transport, consumables, disbursements and all related costs of required to deliver the computer tablets to the respective premises of the Cape Winelands District Municipality, without any hidden costs.

For proper evaluation purposes it is obligatory that the prescribed pricing schedules must be completed in full and signed, thus the service provider must complete the prescribed pricing schedule. Alternative and/or incomplete pricing schedules will not be accepted.

The quantities in the prescribed pricing schedules are just an estimate. The District Municipality reserves the right to increase or decrease the quantities at its discretion, in order to meet operational requirements. In the case of an increase in numbers, prices per item must be charged at the same rate as the original prices quoted.

Further cognisance should be taken that the District Municipality reserves the right to suspend any or all of the required services.

Annexure A

IP Device	Minimum Features	Comply (Yes/No)	Comments
Device 1 Hand set	<ul style="list-style-type: none"> - RFC 3725 support - HFA telephony protocol - compatibility to the OpenScape Voice solution - computer telephony integration (CTI) - high definition AudioPresence HD™ voice technology - auto-pairing and locking via Bluetooth - Graphical display, 2 lines (192*48 pixel), monochrome - Notification LED (red/green/amber) - 4 free programmable feature keys with LED (red/green/amber) - Pre-programmed: Call Log, Directory, Forward, Redial - 5 fixed feature keys, 3 with LED (red or green) Hold, Transfer, Conference, Settings, Messages - 4-way navigator, plus OK-key - 3 audio keys (Mute/Speaker/Headset) with LED (red or green) - Volume control +/- - Open listening / Hands-free talking (Full-duplex) - Headset port (DHSG/EHS) - 10/100 Base-T Ethernet Switch - IEEE 802.3af PoE, class 1 - Wall mountable - OpenScape IP User License 		
Device 2 Handset (On/ Off network)	<ul style="list-style-type: none"> - 6.53" Large Display HD - AI Triple Camera (13MP) for facial recognition - 5000mAh (typ) High-capacity Battery - MediaTek Helio G35 Octa-Core Processor up to 2.3GHz with Hyper-engine 1.0 or equivalent - Octa-core CPU - GPU: PowerVR8320, up to 680MHz - Dual SIM - 32GB Onboard storage with 3GB RAM capacity - AI face unlock - Built in WiFi - OpenScape IP User license including Openscape Myportal for Mobility 		

<p>Device 3 wireless Handset with base station</p>	<ul style="list-style-type: none"> - Customized ring tones and display colours for your special contacts - Day/night volume settings - High quality, ergonomic keypad (metal dome technology) - Email notification - Handsfree talking - Convenient hands-free talking (full duplex quality) <p>General features</p> <ul style="list-style-type: none"> - Connection for Analog, VoIP - Telephone numbers (IP) - 6 - DECT Standards for DECT, GAP - Interfaces internal - LAN Port - ECO DECT - Automatic reduction of transmission power, Radiation-free in standby mode, Low energy consumption - Standby time up to (h) - 200 - Talk time up to (h) - 18 - Phonebook # entries (name / number) - 150 - Individual ringer tones for VIP entries - Alarm function - SMS function - Optical call signaling - Illuminated display, Flashing send key - Number of Expandable Handsets - 6 - Number assignment for incoming and outgoing external calls - Number assignment for incoming and outgoing internal calls - Free internal calls - Phone-/Address book-transfer internal via DECT (handset to handset) - Internal transfer of external calls, conference circuit, call back <p>Audio features</p> <ul style="list-style-type: none"> - HD Voice (wideband voice) - Handsfree talking - (full duplex quality) - Handsfree talking handset - Adjustable Volume <ul style="list-style-type: none"> - Display features - Display Type - Color Display - Dimensions (H x W mm) - 33 x 52 - Diagonal spread (inch) - 1.8 - Resolution (px) - 96 x 64 - Display of caller - List of last 20 missed calls with time and date - List of 20 outgoing calls with time and date 		
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	<ul style="list-style-type: none">- List of 20 received calls with time and date- List of 60 all calls with time and date ?- Multilingual menu- Time / Date displayed- Number of languages - 25- Keypad features- illuminated Keypad- Navigation key- Message indicator key- OpenScape IP User license		
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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 2021/082: SUPPLY AND DELIVERY OF IP ENABLED DEVICES

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

PRICE SCHEDULE		
Item Description	Quantity	Cost incl. Vat
Device 1 Hand set	1	R 2933,10
Device 2 Handset (On/ Off network)	1	R 5041,28
Device 3 wireless Handset with base station	1	R 2449,58
Total		R 10423,96

Signature(s):



Name(s):

Rene Vida Bredenkamp

Capacity for the Bidder:

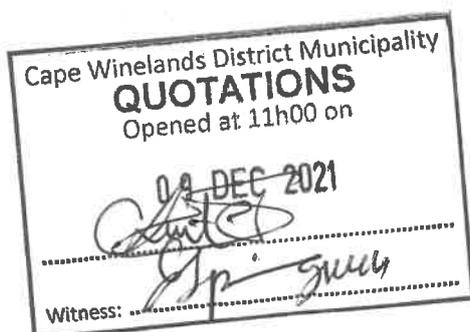
Director

Name of organization:

Plus1X Communications (Pty) Ltd.

Name and Signature of Witness:

Date: 9 December 2021



H. ACCEPTANCE

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

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

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

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

ACCEPTANCE (to be completed by the Cape Winelands District Municipality)	
Q 2021/082: SUPPLY AND DELIVERY OF IP ENABLED DEVICES	
..... Mr. F. van Eck Executive Director: Technical Services 09/02/2022 Date
..... Me. E Niemand Witness 09/02/2022 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
Bredenkamp	Rene Vida	8307110073088	N/A
Mohini Moodley	Mohini	7502260244080	N/A

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

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

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

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

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

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

Plus1X Communications (Pty) Ltd.

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

- **1. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie 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**. 45.92 %
2. Persentasie aandeelhouing 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**. 30.93 %
3. Persentasie aandeelhouing 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 aandeelhouing van persone geklassifiseer as **jeug**. (18 – 35 Jaar oud).
 Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old)
 Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba **lulutsha** (18 – 35 Yeminyaka) 9.58 %
5. Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit In/Ngaphakathi
 Is your business established within the area of jurisdiction of the District Municipality? In / Out
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle Uit/Out/Ngaphandle
6. Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee Ja/Yes/Ewe
 Do you make use of local labour (job creation)? Yes / No
 Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi Nee/No/Hayi

J. DECLARATION OF INTEREST – MBD 4 B

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

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

3.1	Full Name of bidder or his or her representative	Rene Vida Bredenkamp
3.2	Identity Number (person submitting this declaration)	8307110073088
3.3	Position occupied in the Company (official/director/trustee/s shareholder ²):	Director
3.4	Company Registration Number	2006/023090/07
3.5	Tax Reference Number	9484831152
3.6	VAT Registration Number	4800232367
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	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:	N/A		
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	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:	N/A		
Organ of State:		Position:	

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

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

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

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.13.1	If yes, furnish particulars. Plus1X Connect (Pty) Ltd Reunert Limited		

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

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

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

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

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

4	<p>MFMA Circular No 62 of July 2013 require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. A shareholder is defined as a person who owns shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</p>						
	Full name of directors / trustees / shareholders	Identity Number	% Share-holding in company	Personal Tax Reference Number	State Employee Number (Persal)	Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i>	
1	Rene Vida Bredenkamp	8307110073088	0	1580487146	N/A	555629149	
2	Mohini Moodley	7502260244080	0	0531067213	N/A	302878063	
3	Plus1X Communications (Pty) Ltd. is owned 100% by Plus1X Solutions (Pty) Ltd.						
4							
5							
6							
7							
8							
9							
10							

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


 Signature

9 December 2021
 Date

Director
 Capacity of Signatory

Plus1X Communications (Pty) Ltd.
 Name of Bidder/Company/CC Name

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

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

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

Commissioner of Oaths	
Signed and sworn to before me at	
on this the day of 20 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.	
Commissioner of Oaths	
Position:	
Address	
.....	
Tel:	
Apply official stamp of authority on this page:	

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

K. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Q 2021/082

SUPPLY AND DELIVERY OF IP ENABLED DEVICES

(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:..... Plus1X Communications (Pty) Ltd. that:
(Name of Bidder)

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

"competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.


.....
Signature

9 December 2021
.....
Date

Director
.....
Position

Plus1X Communications (Pty) Ltd.
.....
Name of Bidder

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

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

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

1.2 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

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

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

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

9.1 Name of company/firm:..... Plus1X Communications (Pty) Ltd.

9.2 VAT registration number:..... 4800232367

9.3 Company registration number:..... 2006/023090/07

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 Communications Equipment and Services;
..... Digital Consulting; Cloud Services; Unified Communication
..... and Collaboration; Data Security and Services; Managed and Global Services
.....

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: Midrand

Registered Account Number: Rented property

Stand Number:.....

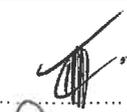
9.8 Total number of years the company/firm has been in business:.....15.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. 

2. 


.....
SIGNATURE(S) OF BIDDERS(S)

DATE: 9 December 2021

ADDRESS Reunert Park,

628 James Crescent

Halfway House

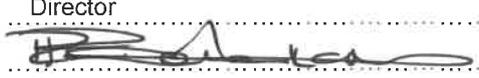
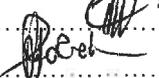
1685

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).....^{CWDM}..... in accordance with the requirements and specifications stipulated in bid number...Q 2021/082..... 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 Rene Vida Bredenkamp
Capacity Director
Signature 
Company name Plus1X Communications (Pty) Ltd.
Date 9 December 2021
Witness 1  Date 9 December 2021
Witness 2  Date 9 December 2021

Q 2021/082
SUPPLY AND DELIVERY OF IP ENABLED DEVICES

1. I, **Francois van Eck** in my capacity as **Executive Director Technical Services** accept your bid under reference number **Q 2021/082** dated **09/12/2021** 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.

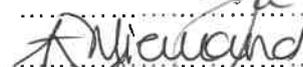
Awarded to: **Plus1X Communications (PTY) LTD**

Prices (VAT included):

PRICE SCHEDULE		
Item Description	Quantity	Cost incl. Vat
Device 1 Hand set	1	R 2933,10
Device 2 Handset (On/ Off network)	1	R 5041,28
Device 3 wireless Handset with base station	1	R 2449,58
Total		R 10423,96

Brand: **Not applicable**
Delivery period: **01 July 2021 to 30 June 2022**
BBBEE status level: **2**
Local content and production: **Not applicable**

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

Signed at: **Stellenbosch**
Date: 09/02/2022
Name (Print) **Francois van Eck**
Signature: 
Witness 1:  Date: 09/02/2022
Witness 2:  Date: 09/02/2022

N. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
Rene Vida Bredenkamp	1 Hoopol Close, Bushwillow Estate, Greenstone 1609	555629149	Joburg
Mohini Moodley	1033 Draaibos Avenue, Constantia Kloof, Johannesburg, Gauteng, 0001	302878063	Joburg

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

DECLARATION:

I, the undersigned (name) Rene Vida Bredenkamp
 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

9 December 2021
Date

Director
Position

Plus1X Communications (Pty) Ltd.
Name of Bidder

O. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs Rene Vida Bredenkamp
acting in his/her capacity as Director
of the business trading as Plus1X Communications (Pty) Ltd.
to sign all documentation in connection with Quotation... Q 2021/082

Name of members / directors	Signature	Date
See attached Board Resolution		

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

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

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

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

		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		X
4.2.1	If so, furnish particulars:		
4.3	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		X
4.3.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) Rene Vida Bredenkamp 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

9 December 2021
Date

Director
Position

Plus1X Communications (Pty) Ltd.
Name of Bidder

R. COMPULSORY DOCUMENTATION / CHECKLIST

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

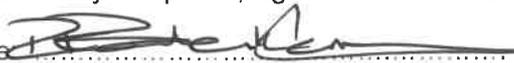
Form G - Form of offer Is the form duly completed and signed?	Yes	✓	No	
Form J – Declaration of Interest (MBD4) Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes	✓	No	
Form K – Certificate of Independent Bid Determination (MBD 9) Is the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

Additional documents applicable to this specific quotation: Failure to submit this documentation shall lead to disqualification)				
Company profile Is a company profile attached?	Yes	✓	No	

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

B-BBEE Certificate Is a certified copy of the B-BBEE or Original certificate attached?	Yes	✓	No	
--	-----	---	----	--

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

Signature 

Date: 9 December 2021

S. REFERENCES

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

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

Company Name	Swartland Municipality
Description of project	Service Level Agreement/Maintenance and Support
Contact person name	Johan Pienaar
Contact person telephone number	022 487 9400
Value of project	R5944.67 p/m (36-month contract)

Company Name	Cape Peninsula University of Technology OpenScape equipment
Description of project	upgrades with SLA
Contact person name	Charmaine Stevens
Contact person telephone number	021 959 6066
Value of project	R75 944.92 p/m

Company Name	BP South Africa
Description of project	OpenScape equipment upgrades with SLA
Contact person name	Grant Stevens
Contact person telephone number	021 408 2007
Value of project	R56 956.55 p/m

Cape Winelands District Municipality

Q 2021/082
SUPPLY AND DELIVERY OF IP
ENABLED DEVICES

Table of Contents

Section 2

Supporting Documents





a world class African city

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TAX INVOICE

GOVENDER & M MOODLEY M
PO Box 260
WELTEVREDENPARK EXT.45
1737

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 4710191182

Date	2021/10/07
Statement for	October 2021
Physical Address	1033 DRAAIBOS AVENUE
Stand No./Portion	00004619 - 00003 - 00
Township	WELTEVREDENPARK EXT.45

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
651 m2	1	2018/07/01	C1	Market Value R 2,371,000.00	Region C WARD 89

Invoice Number: 58004915700	Next Reading Date: 2021/10/22
Client VAT Number:	Deposit: R 500.00

Account Number: 302878063

PIN CODE: 373803

Previous Account Balance	5,146.05
Less: Incoming Payment (Last Payment Made 2021/09/23)	- 6,160.00
Sub Total	- 1,013.95
Current Charges (Excl. VAT)	5,043.31
VAT @ 15%	548.84

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due
0.00	0.00	0.00	4,578.20	0.00	4,578.20	4,578.20
						Due Date
						2021/10/22

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

CERTIFIED A TRUE COPY OF THE ORIGINAL
AND NO INDICATION THAT ORIGINAL
WAS ALTERED BY UNAUTHORISED PERSONS

Karen Louw
Date: 08/11/2021
Karen Louw
Admitted Attorney of the
High Court of South Africa
Reunert Limited, Nashua Building
Woodmead North Office Park
54 Maxwell Drive, Woodmead, 2191, Sandton



Remittance Advice:

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



EasyPay 91115 3028780637



Postal Office 0146 302878063



51600880011159 30287806307

Date: 2021/10/07 GOVENDER & M MOODLEY M
Acc. No.: 302878063 1033 DRAAIBOS 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 302878063

Total Due	4,578.20
Due Date	2021/10/22



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TAX INVOICE

RIAAAN MICHAEL & RENE VIDA STEYN &
BREDEKAMP
1 HOOPOL CLOSE
GREENSTONE HILL EXT.12
1609

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: PIKITUP: 4790191292
VAT NO: JOHANNESBURG WATER: 4270191077 VAT NO: CITY POWER 4710191182

Date	2021/10/05
Statement for	October 2021
Physical Address	1 HOOPOL CLOSE
Stand No./Portion	00000693 - 00000 - 00
Township	GREENSTONE HILL EXT.12

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
696 m2	1	2018/07/01	E1	Market Value R 2,816,000.00	Region E WARD 32

Invoice Number: 178005123759	Next Reading Date: 2021/10/28
Client VAT Number:	Deposit: R 1,200.00

Account Number: 555629149 **PIN CODE: 279148**

Previous Account Balance	- 88.77
Sub Total	- 88.77
Current Charges (Excl. VAT)	3,022.89
VAT @ 15%	200.05

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due
0.00	0.00	0.00	3,134.17	0.00	3,134.17	3,134.17
						Due Date
						2021/10/28

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



Remittance Advice:

a world class African city

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

Date: 2021/10/05 RIAAN MICHAEL & RENE VIDA
STEYN & BREDEKAMP

Acc. No.: 555629149 1 HOOPOL CLOSE

EasyPay 91115 5556291499

Postal Office 0146 555629149

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 555629149



516008800111159 55562914900

Total Due	3,134.17
Due Date	2021/10/28



Account Number: 555629149

City of Johannesburg Property Rates	VAT 4760117194	Sub - Total	Total Amount
Category of Property: Property Rates Residential R 2,816,000.00 X R 0.0082200 / 12 (Billing Period 2021/10) Less rates on first R350 000.00 of market value VAT: 0 %		1,928.96 - 239.75 0.00	1,689.21

Johannesburg Water Water & Sanitation	VAT 4270191077	Sub - Total	Total Amount
(Reading period = 2021/08/13 to 2021/09/09 = 28 days) Meter readings and consumption: Meter no CSRK5334 start reading 4,529.000 and end reading 4,551.000 = 22.000 KL - Actual Reading Daily average consumption 0.786 KL Charges for 22.000 KL are based on a sliding scale for a 28 day period Step 1 5.520 KL @ R 0.0000 (Billing Period 2021/10) Step 2 3.679 KL @ R 20.280 Step 3 4.600 KL @ R 21.170 Step 4 4.599 KL @ R 29.680 Step 5 3.602 KL @ R 41.010 Extended Social Package Grant Demand Management Levy Sewer monthly charge based on Stand size 696 m2 (Billing Period 2021/10) VAT: 15.00%		456.21 0.00 28.32 474.15 143.80	1,102.48

PIKITUP Refuse	VAT 4790191292	Sub - Total	Total Amount
Refuse Charge VAT: 15.00%		375.00 56.25	431.25

Current Charges (Including VAT)

3,222.94

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.

Reunert Limited -HOLDINGS
P.O Box 784391
Sandton
2146
VAT : 4040120968

STATEMENT

Date 30/11/2021

Page 1

Account Number NAC001

Plus 1x Communications
Private Bag X223
Halfway House
Midrand
1685
South Africa

Reunert Limited -HOLDINGS
P.O Box 784391
Sandton
2146
VAT : 4040120968

Account	Date	Page		
NAC001	30/11/2021	1		
Date	Reference	Description	Debit	Credit

Account	Date	Page
NAC001	30/11/2021	1
Date	Reference	Amount

01/10/2021		BROUGHT FORWARD		0.03
01/10/2021	RFCL1/1	Plus 1x Communications		339 971.71
01/10/2021	4968	Tax Invoice - RENT	354 832.87	
01/10/2021	ICA 566	Credit Note - UNMATCH		14 861.16
01/11/2021	RFCL2/1	NAC001 - Plus 1x Communications		361 328.58
01/11/2021	4992	Tax Invoice - RENT	361 328.58	

01/10/2021		0.03C
01/10/2021	RFCL1/1	339 971.71C
01/10/2021	4968	354 832.87D
01/10/2021	ICA 566	14 861.16C
01/11/2021	RFCL2/1	361 328.58C
01/11/2021	4992	361 328.58D

120+ Days	90 Days	60 Days	30 Days	Current
0.03CR	0.00	0.00	0.00	0.00
This message prints when the customer's balance is within their terms				Total Due 0.03CR

Amount Due	0.03CR
Amount Paid:	701 300.29
Comments:	

AGREEMENT OF LEASE

entered into between

REUNERT LIMITED
(Registration Number 1913/004355/06)

(hereinafter "the Landlord")

and

NASHUA COMMUNICATIONS (PTY) LIMITED

(Registration Number 2006/023090/07)

VAT no. 4800232367

(hereinafter "the Tenant")

(together the "Parties" and individually the "Party")

Handwritten initials/signature
DA

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1 DEFINITIONS

In this Agreement, unless the context clearly indicates otherwise:

- 1.1 **Agreement** means this agreement of lease including any schedules or annexures attached thereto;
- 1.2 **Commencement Date** means the 1st day of **October 2019**, notwithstanding the date of signature hereof by the Parties;
- 1.3 **Landlord** means Reunert Ltd, a public company with limited liability, duly incorporated in terms of the laws of the Republic of South Africa under registration number 1913/004355/06, having its registered address at Nashua Building, Woodmead North office park, 54 Maxwell Drive, Woodmead, Sandton 2191;
- 1.4 **Premises** means the leased premises as described in clause 2 below;
- 1.5 **Rental** means the monthly rental payable by the Tenant to the Landlord, at the Commencement Date:
R 186 617.58 (One hundred and eighty six thousand six hundred and seventy rand and fifty eight cents) excluding VAT, subject to the stipulation that the said rental will escalate in terms of clause 5.
- 1.6 **Tenant** Means Nashua Communications (Pty) Ltd, a private company, duly incorporated in terms of the laws of the Republic of South Africa under registration number 2006/023090/07, having its registered address at 628 James Crescent, Halfway House, Midrand.

2 DESCRIPTION OF PREMISES

The Landlord hereby lets to the Tenant a portion of the property known as:

Erf no: 323 628 James Crescent Halfway House Midrand

with further details as follows:

Description	Qty
Building six	2155 m ²

Description	Qty
Office	m ²
Server room	m ²
Toilets and kitchen	m ²
Total	2155 m ²
Parking	
Covered (58)	Yes
Shade net (43)	Yes
Other	
Cleaning	No
Coffee station including coffee and tea	No
Telephone and data network cabling	No
Receptionist service	No
Generator 500kVA and 400kVA UPS	Yes
Security (Access control only)	Yes
Window blinds	No
* Note: See floor plans in ANNEXURE A below	

(hereinafter "the Premises")

3 PERIOD OF LEASE

- 3.1 The lease shall commence on the Commencement Date and shall continue for 36 (thirty six) calendar months, unless terminated earlier in terms hereof or in law.
- 3.2 Providing that the Tenant has not breached any term of the Agreement, it shall have the option upon expiry of the period in clause 3.1 to renew the lease for an additional period of 36 (thirty six) calendar months, by giving to the Landlord written notice to such effect no less than 90 (ninety) days before expiry of the initial period.

4 RENTAL

- 4.1 The Rental payable by the Tenant to the Landlord is stipulated in clause 1.5 above.
- 4.2 The Tenant shall pay the Rental for the first calendar month of this Agreement on/or before the Commencement Date and thereafter monthly in advance, by no later than the fifth day of each calendar month.
- 4.3 The Rental and all other amounts due and payable in terms of this Agreement by the Tenant shall be paid electronically into the Landlord's bank account, as nominated in writing from time to time.
- 4.4 Any late payment of the Rental or any other amount due and payable in terms of this Agreement by the Tenant shall attract interest at 3% (three percent) plus the prime

interest rate quoted by Nedbank Limited from time to time per annum, compounded monthly in arrears.

- 4.5 A certificate issued and signed by a director or duly authorised manager of the Landlord, whose authority need not be proved, stating the amount owing and/or the amount of interest payable by the Tenant, is prima facie proof of the facts stated therein and the amount of the indebtedness of the Tenant to the Landlord. The certificate may be used in support of any application by the Landlord for default- or summary judgment, provisional sentence, or any other legal proceedings.

5 ESCALATION

The Rental in clause 1.5 above and all the items in clause 6, except for rates and taxes, shall escalate annually on each anniversary of the Commencement Date, compounded at 7,5% (seven comma five percent) per annum.

6 OTHER COSTS

- 6.1 The Tenant shall pay all rates, taxes, levies, water, electricity and gas consumption, refuse removal services, and all other charges of a similar or different nature raised by any provincial or local authority, or by a body corporate in respect of the Premises, including any increases in respect thereof from time to time.
- 6.2 If the Landlord pays any of the above charges directly to the relevant authority or body corporate, it shall be entitled to recover such from the Tenant as a debt due on invoice.
- 6.3 The Tenant shall be responsible for and pay the Landlord its pro-rata share of
- 6.3.1 security services;
 - 6.3.2 emergency water supply including all maintenance to pumps, pipes, valves and tanks;
 - 6.3.3 emergency power including all maintenance to UPS, generators, and
 - 6.3.4 maintenance to air conditioning and fire suppression system, (if any) provided at the Premises, at actual cost.
- 6.4 The Tenant shall make its own arrangements with regard to any voice and data services it may require at the Premises.

7 USE OF PREMISES

The Premises are let and are to be used for the purpose(s) of office space and parking, and conducting its business operations relating to marketing, sale and distribution of ICT products and services. The Tenant shall not be entitled to use the Premises for any other purpose without the Landlord's prior written consent, which consent shall not be unreasonably withheld.

8 DEFECTS IN PREMISES ON OCCUPATION

- 8.1 By no later than 7 (seven) days after the Commencement Date, the Landlord and the Tenant or their representative/s will meet at the Premises in order to compile a written record of defects in the Premises, if any.

- 8.2 The list will only serve as a record of the condition of the Premises upon commencement of the Agreement and it places no obligation on the Landlord to effect any such repairs, improvements or alterations, unless such repairs, improvements or alterations are necessary in order for the Tenant to enjoy the use of the Premises for which it is intended.

9 FIXTURE FITTINGS AND ALTERATIONS

- 9.1 The Tenant shall not attach to the inside of the Premises any fixture or fittings without the Landlord's prior written consent.
- 9.2 Any item attached without such consent shall be removed and the Premises shall be reinstated to its previous condition, fair wear and tear excepted, by the Tenant within 14 (fourteen) days of the Landlord's written notice in this regard.
- 9.3 Regardless whether clause 9.1 has been complied with, any item that by its nature or intended use is a permanent fixture may not be removed by the Tenant. Unless specifically otherwise agreed in writing, no remuneration shall be due to the Tenant in respect of any such permanent fixture.
- 9.4 The Landlord shall be entitled to refuse or grant any consent sought by the Tenant upon such reasonable terms as the Landlord may deem fit, bearing in mind the proposed use of the Premises in terms of clause 7 above.

10 TENANT OBLIGATIONS

The Tenant shall not:

- 10.1 Cede and delegate, mortgage or otherwise encumber the Agreement or any part thereof or sub-let the Premises or any part thereof without the prior written consent of the Landlord, which consent may be freely granted or withheld;
- 10.2 Mutilate or damage the Premises in any manner;
- 10.3 Interfere with the electrical, plumbing or any other installations on the Premises;
- 10.4 Install air-conditioning or other electrically operated equipment without the Landlord's prior written consent, which consent shall not be unreasonably withheld. Any item installed will be subject to the provisions of clause 9.3. For the avoidance of doubt, air-conditioning constitutes a permanent fixture;
- 10.5 Display or store any goods outside the Premises;
- 10.6 Allow any minors on the Premises or the property;
- 10.7 Do, allow, or permit anything to be done or omitted on the Premises which is or may become a nuisance or disturbance to neighbours or to the general public.

11 MAINTENANCE AND REPAIRS

- 11.1 The Tenant shall be responsible at its own cost for:
- 11.1.1 the proper upkeep and maintenance of the Premises in the condition in which it was received from the Landlord, fair wear and tear excepted;
- 11.1.2 the load testing and maintenance of all overhead cranes (if any);'

11.1.3 the non-emergency water and electrical reticulation internal to the Premises and for obtaining Certificates of Conformance in respect of any work carried out;

11.1.4 the replacement of any broken glass, broken window panes and defective light bulbs, florescent tubes and starters, and lost keys.

11.2 The Landlord shall maintain at its own cost

11.2.1 the structure of the Premises, i.e. the roof covering and trusses, building and boundary walls, floors, foundations, window frames, exterior shutter doors and gates, carports and carport netting;

11.2.2 the non-emergency water and electrical reticulation external to the Premises.

12 CLEANING OF PREMISES, REFUSE REMOVAL

12.1 The Tenant shall at its own cost maintain the interior of the Premises and ensure that it is kept clean, neat and tidy and safe of hazards at all times.

12.2 The Tenant shall not allow any filth, litter or rubbish to be present in or outside the Premises. The Tenant shall on a daily basis remove all refuse from the Premises and deposit it in the designated waste management area on the property.

12.3 The Landlord shall at its own cost maintain the general area of the property and ensure that it is clean, neat and tidy and safe of hazards at all times.

13 FAILURE OF SERVICES

13.1 The Tenant shall have no claim against the Landlord, whether for damages, remission of rent or otherwise, nor be entitled to cancel the Agreement, by virtue of any failure of or interruption in the supply of water, electricity, heating or other municipal amenities.

13.2 Upon notice by the Tenant of any service failure, the Landlord shall forthwith report such failure to the service supplier and provide the Tenant with the relevant reference number.

13.3 If any service disruption shall have been caused by the Tenant, the Tenant shall forthwith and at its cost do whatever is required to remedy the situation.

13.4 If any service disruption shall have been caused by the Landlord, the Landlord shall notify the Tenant and forthwith and at its cost do whatever is required to remedy the situation within a reasonable time.

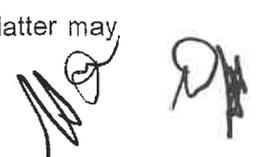
14 LOSS OR DAMAGE, INJURY OR DEATH

Save in respect of the intentional or grossly negligent acts of the Landlord,

14.1 the Landlord shall not be liable for any loss or damage suffered by the Tenant to its goods or otherwise by virtue of the Tenant's occupation of the Premises, whether such loss is occasioned by fire, rain, hail, leakage, earthquake, riot, burglary, or any other reason whatsoever;

14.2 the Tenant will have no claim against the Landlord by virtue of the death or personal injury of any person in or about the Premises;

14.3 the Tenant hereby indemnifies the Landlord against any damage which the latter may



suffer by virtue of any claim instituted against it by virtue of the death or injury of any person, or by virtue of loss or damage to property, suffered in or about the Premises.

15 ACCESS BY LANDLORD

- 15.1 The Landlord or its agent shall be allowed at all reasonable times, by prior arrangement with the Tenant, to enter upon the Premises to inspect the same, or to carry out any work that may be required by any authority to be done upon the Premises and to make any repairs thereto, after having made mutually acceptable arrangements for this with the Tenant.
- 15.2 The Tenant shall not be entitled to any remission of Rental or to cancel the Agreement by virtue of the foregoing activities.

16 COMPLIANCE WITH LAWS AND RULES

The Parties shall comply with all laws, bylaws and regulations affecting the Premises.

17 INSURANCE AND FIRE HAZARD.

- 17.1 The Tenant undertakes not to keep on the Premises any combustibles or hazardous goods which could in any way vitiate the Landlord's insurance policy.
- 17.2 The Landlord is obliged to insure the Premises (but not the contents thereof) through an insurance company of the Landlord's choice against damage or destruction by fire, storms (including wind, hail and rain), riots and such other risks as buildings are commonly insured against.
- 17.3 The Landlord is obliged so to insure the Premises for its replacement value from time to time and keep it insured for such value throughout the period of the Agreement.

18 DAMAGE TO OR DESTRUCTION OF PREMISES

- 18.1 If as a result of any cause whatsoever, but excluding fault of the Tenant, the leased Premises is completely destroyed or rendered unfit for the purpose for which it is leased, this Agreement shall automatically terminate.
- 18.2 Should the leased Premises be partially damaged by any cause whatsoever to an extent which does not prevent the Tenant from having beneficial occupation of the Premises, then the Landlord will ensure that the Premises are repaired as soon as reasonably possible and the Tenant will be entitled to a reasonable reduction or remission of Rental, or to cancel the Agreement without being liable any penalties for early cancellation of the Agreement.
- 18.3 Should the Premises be partially or completely destroyed or rendered unfit for the purpose for which it is leased through fault of the Tenant, then:
- 18.3.1 this Agreement will not terminate but shall remain in full force and effect in which event the Tenant shall have no claim for remission of Rental against the Landlord; and



18.3.2 the Landlord may cancel the Agreement and claim its damages from the Tenant, which damages shall be limited to the monthly Rental payable for the remainder of the lease period.

19 BREACH AND INSOLVENCY

19.1 Should either Party fail to remedy any breach of contract within 7 (seven) days of a written request by the other Party to do so, then in such event the innocent Party may, without prejudice to any of its rights in terms of the Agreement or in law, cancel the Agreement by written notice with immediate effect, with or without claiming damages.

19.2 In the event that a Party

19.2.1 commits an act of insolvency;

19.2.2 is placed under a provisional or final winding-up, or is subject to business rescue proceedings;

19.3 suffers that its credit rating is downgraded or its credit facilities withdrawn or rejected by any financial institution or credit bureau, or

19.3.1 fails to satisfy or take steps to have set aside any judgment taken against it within 20 (twenty) days after such judgment has come to its notice;

then the other Party may terminate the Agreement on written notice with immediate effect.

19.4 Nothing in this clause 19 shall prevent a Party from claiming specific performance or damages for any breach, or from terminating the Agreement by written notice with immediate effect for any material breach of contract.

19.5 In the event of cancellation of the Agreement by virtue of the Tenant's breach, the Landlord will be entitled immediately to repossess the Premises and to eject the Tenant therefrom, without prejudice to any claim it may have for unpaid Rental, or damages in lieu of Rental.

20 DOMICILE AND NOTICES

20.1 The Parties choose their respective *domicilia citandi et executandi* as follows:

The Landlord	The Tenant
Physical address	Physical address
The Landlord Building Woodmead North Office Park 54 Maxwell Drive Woodmead Sandton	Building 6 Reunert Park 628 James Crescent Halfway House, Midrand Gauteng
Postal address	Postal address

P.O. Box 784391 Sandton 2146	P.O. Box 35 Halfway House 1685
------------------------------------	--------------------------------------

- 20.2 Any notice dispatched by one Party to the other will be deemed to be received, unless the contrary is proven,
- 20.2.1 on the same day, if delivered by hand;
 - 20.2.2 on the 10th day after posting by registered post;
- 20.3 Notwithstanding the foregoing, a written notice actually received by a Party shall be an adequate written notice in terms of this Agreement.

21 RE - LETTING

The Landlord shall have the right during the last three months of the lease period to exhibit a "To Let" notice on the Premises and the Tenant agrees to allow any prospective tenant access to the Premises at all reasonable times, upon prior arrangement with the Tenant, during this period.

22 DISPUTE RESOLUTION

- 22.1 Subject to the Landlord's right in each instance to elect to institute action for payment of the Rental and any other amounts due under the Agreement in any court of competent jurisdiction, in the event of any disagreement or claim ("dispute") arising out of or relating to this Agreement (including without limitation, as to its existence or validity), the senior executives of the Parties or their delegates designated in writing shall endeavour to settle the dispute through bona fide negotiations within 14 (fourteen) days of the dispute being referred to them by written notice from either Party.
- 22.2 Should the Parties be unable to settle the dispute by the means and within the timeframe stated above, either Party may refer the dispute for final decision by arbitration in accordance with the rules for commercial arbitrations ("rules") of the Arbitration Foundation of Southern Africa ("AFSA"), by one or more arbitrator/s appointed in accordance with the rules.
- 22.3 Unless otherwise agreed in writing the arbitration shall be held in Pretoria in the Republic of South Africa and conducted in the English language. Only the Parties and their legal representatives or persons agreed to shall attend the arbitration proceedings.
- 22.4 The decision of the arbitrator/s may be made an order of court. For these purposes the Parties submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria.
- 22.5 This clause 22 is severable from the rest of the Agreement and shall survive the expiry or termination for whatsoever reason of the Agreement.

23 URGENT RELIEF

The provisions of clause 22 shall not preclude any Party from access to a competent court of law for relief in the form of an interdict, including a mandatory interdict; or an order for specific performance.

24 PAYMENT OF RENTAL IF CANCELLATION DISPUTED

24.1 If the Landlord cancels the Agreement and the Tenant disputes its right to cancel and remains in occupation of the Premises, the Tenant shall, pending the settlement of any dispute, continue to pay each month an amount equivalent to the sum of the Rental and any other amounts payable as provided in the Agreement and the Landlord shall be entitled to accept and recover such payments.

24.2 Such payments and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the Landlord's claim for cancellation then in dispute.

25 CESSION

Notwithstanding anything to the contrary contained in this Agreement, the Landlord may by written notice to the Tenant cede all its rights and delegate all its obligations under the Agreement to any other company within the Reunert Limited group of companies.

26 GENERAL

26.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all contemporaneous oral agreements and prior oral and written quotations, communications, agreements, and understanding of the Parties.

26.2 Validity, Severability

If any provision of this Agreement is found or held to be invalid or unenforceable, the validity of all the other provisions hereof will not be affected thereby and the Parties agree to meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same objective as the invalid or unenforceable provision, to adopt such means by way of variation of this Agreement.

26.3 Contra Proferentem

The rule of construction that in the event of any uncertainty in any provision in any agreement, such agreement shall, in construing/interpreting the uncertainty, be construed or interpreted against the drafter of such agreement, shall not be applicable to this Agreement.

26.4 Variation

No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by the Parties.

26.5 Waiver



No waiver on the part of a Party of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

26.6 Warranties

No Party has given any warranty or made any representation to the other Party, other than as expressly set out in this Agreement.

26.7 Governing Law

This Agreement will in all respects be governed by and interpreted in accordance with the laws of the Republic of South Africa.

26.8 Survival

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

26.9 Costs

26.9.1 Each Party shall bear its own legal costs and disbursements of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

26.9.2 Any legal costs incurred by a Party arising out of or in connection with a breach by the other Party, shall be borne by the Party in breach on a scale as between attorney and client.

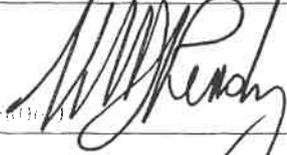
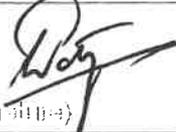
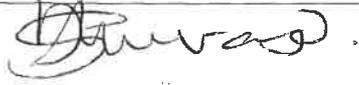
26.10 Counterparts

26.11 This Agreement may be executed by the Parties in one or more counterparts, all of which taken together shall constitute one and the same instrument.

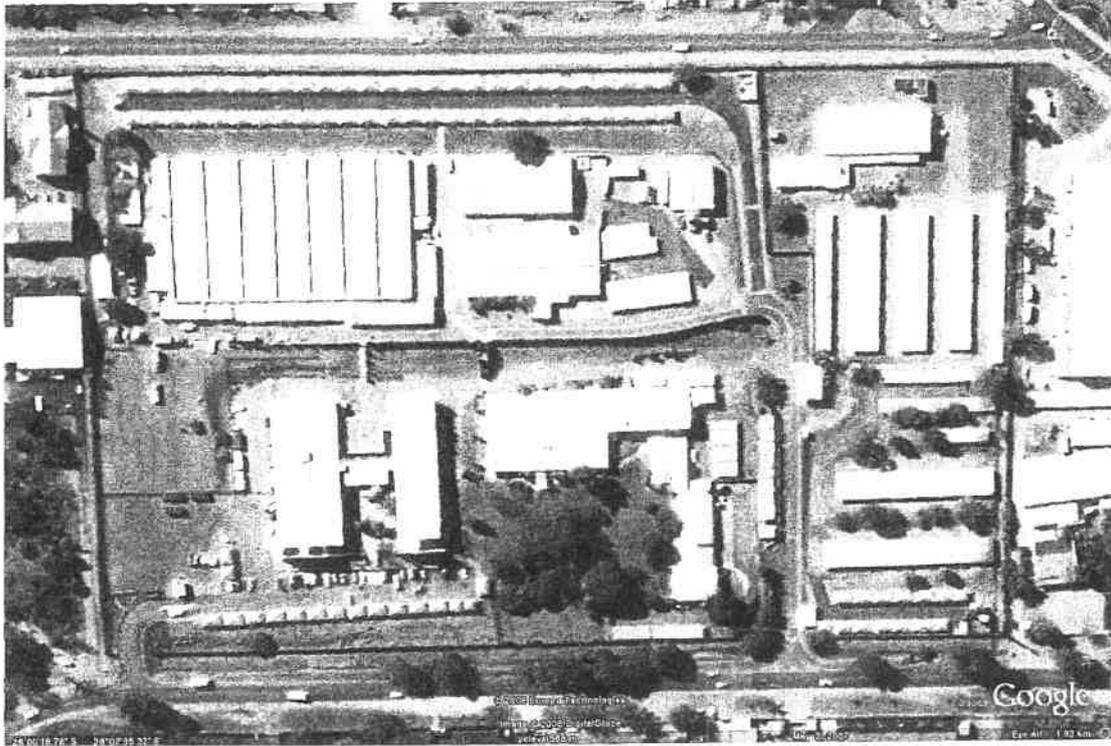
Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

27 SIGNATURES

Signed by the authorised signatories of the Parties, each signatory warranting his/her authority hereto.

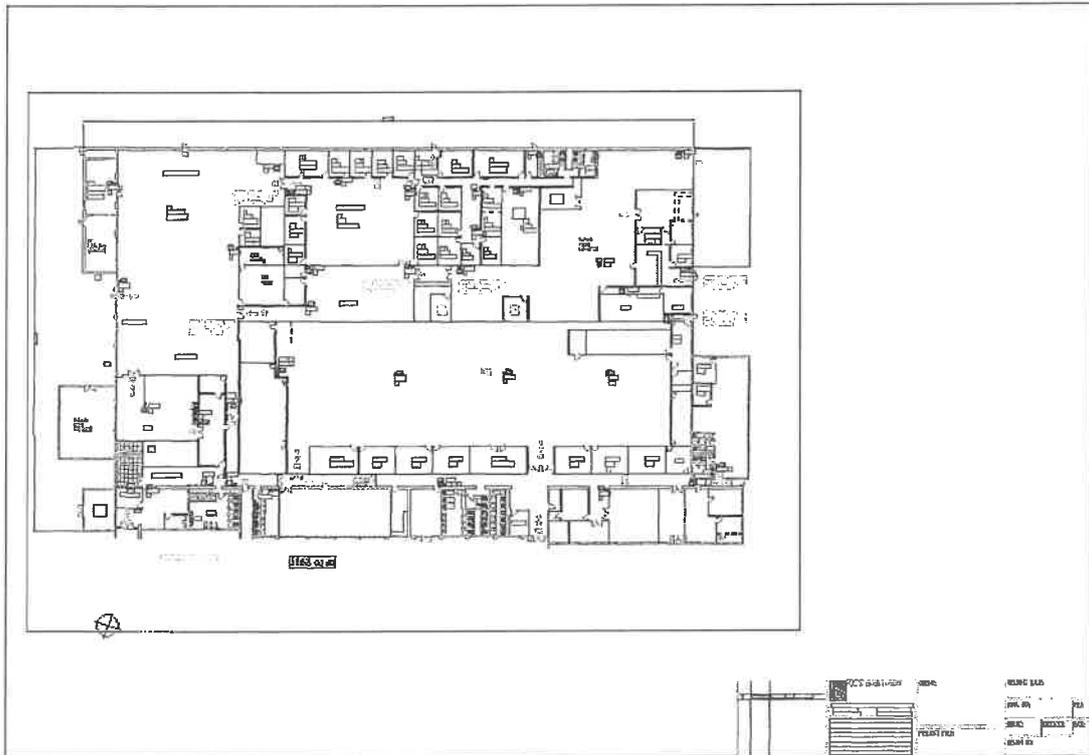
For: Reunert Ltd	For: Nashua Communications (Pty) Limited
 (signature)	 (signature)
HENDRIK VAN RENSBURG (name)	Willem Frederik Potgieter (name)
2019-09-12 WOODMEAD (date and place)	5/9/2019 Midrand. (date and place)
 (signature of witness)	 (signature of witness)

ANNEXURE A. FLOOR AREAS



[Handwritten signature]

Building 6 = 2 155m²



[Handwritten signatures and initials]



TAX COMPLIANCE STATUS

PIN Issued

PLUS1X COMMUNICATIONS PTY LTD
PO BOX 784391
SANDTON
2146

Enquiries should be addressed to SARS:

Contact Detail

SARS
Alberton
1528

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

Details

Taxpayer Reference Number: 9484831152

Always quote this reference number when contacting SARS

Issue Date: 2021/09/13

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	Plus1X Communications Pty Ltd
Trading Name	NASHUA COMMUNICATIONS
Tax Reference Number(s)	IT - 9484831152 Vat - 4800232367 PAYE - 7150762104
Purpose of Request	Good Standing
Request Reference Number	0005533024GS1309210858545
PIN	E6F72C821A
PIN Expiry Date	13/09/2022

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



CSD REGISTRATION SUMMARY REPORT

SUPPLIER IDENTIFICATION

Supplier number	MAAA0012692	Business status	In Business
Is supplier active?	Yes	Country of origin	South Africa
Supplier type	CIPC Company	South African company/CC registration number	2006/023090/07
Supplier sub-type	Private Company (Pty)(Ltd)	Have Bank Account	Yes
Legal name	PLUS1X COMMUNICATIONS	Registration date	25 Jul 2006 00:00:00:000
Trading name	+OneX Communications	Restricted Supplier	No
Identification type	South African Company/Close Corporation Registration Number	Restriction Last Verification Date	01 Dec 2021 08:24:23:093
Government breakdown	Private Companies (Pty) (Ltd)		

PREFERRED CONTACT

Contact type	Administration,Bid Office	Email address	grobertson@plusonex.com
Name(s)	gavin robertson	Telephone number	010 001 3143
Identification type	South African Identification Number	Cellphone number	082 773 1949
Prefer communication via email	Yes	Fax number	010 223 1889

PREFERRED ADDRESS

Address type	Physical	Municipality	City of Johannesburg
Address line 1	Reunert Park	City	Midrand
Address line 2	628 James Crescent	Postal code	1685
Suburb	Halfway House	Ward Number	92
Province	Gauteng	Country	South Africa

PREFERRED ACCOUNT

Account type	Current Accounts	Account holder	PLUS1X COMMUNICATIONS (PTY) LTD
Bank	STANDARD BANK OF SOUTH AFRICA	Bank Verification Status	Verification Succeeded
Branch number	001155	Is this a preferred account?	Yes
Branch name	MIDRAND	Edit date	05 Oct 2020 13:00:00:467
Account number	420350047	Is the identifier linked at the bank	Yes

TAX

Overall Tax Status	Tax Compliant	PAYE number	7150762104
IncomeTaxNumber	9484831152	Is this supplier a VAT vendor?	Yes
VAT number	4800232367	Last validation date	01 Dec 2021 08:24:00:000





CSD REGISTRATION SUMMARY REPORT

SUPPLIER DIRECTOR/MEMBERS

Is there any director whom is restricted?

No

Is there any director who is a government employee?

No

SUPPLIER COMMODITIES

Commodity family

Components for information technology or broadcasting or telecommunications; Data Voice or Multimedia Network Equipment or Platforms and Accessories; Software;

BBBEE INFORMATION

Certificate Type

B-BBEE Certificate

Certificate Issue Date

04 Dec 2020 00:00:00:000

BBBEE Status Level Of Contributor

Level 2 Contributor

Certificate Expiry Date

03 Dec 2021 00:00:00:000

Status

Active

Verification Status

Manual verification required

DEMOGRAPHIC INFORMATION

Gender demographics available?

Yes

Youth demographics available?

No

Military veteran demographics available?

No

Disabilities demographics available?

No

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





CSD REGISTRATION SUMMARY REPORT

Tips and Frequently Asked Questions (FAQ)

Identifier

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

Bank

For help on how to resolve bank failures click here: [I received an email stating the bank information I captured on the CSD was sent for bank account validation and could not be validated. The response received from the bank contains an error message.](#)

The various possible error messages received from the bank are highlighted in red. Search for the applicable message and follow the detailed steps associated with that error message.

Tax

Tax Compliance Status

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

Tax Compliance Expiry Date

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

CIPC

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

State Employee

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



EMPOWERDEX



Economic Empowerment Rating Agency

Empowerdex Northern Regions (Pty) Ltd. Reg. 2008/004631/07

No. 5 Bauhinia Street, Unit 1 First Floor, Highveld, Centurion 0046. [T] +27 12 665 2078 [F] +27 12 665 0647

Directors: J Stumbles, L Ratsoma, R Gijben

30 November 2021

Dear Sir/Madam,

Plus1X Communications (Pty) Ltd

This letter serves to confirm that **Plus1X Communications (Pty) Ltd** contracted **EMPOWERDEX** Northern Regions (Pty) Ltd ("EMPOWERDEX") to perform an independent broad based black economic empowerment (BBBEE) verification of the company.

We are currently busy with the finalisation phase of the verification process. An **EMPOWERDEX** BBBEE Verification certificate will be awarded to **Plus1X Communications (Pty) Ltd** as soon as the process is completed.

Please do not hesitate to contact **EMPOWERDEX** if you have any enquiries concerning BBBEE Verification.

Yours Faithfully

Jolanda Raath

Professional Accountant SA

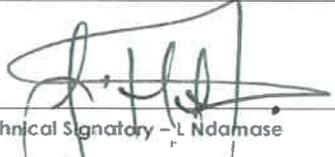
Accountant - Empowerdex Northern Regions (Pty) Ltd

Generic ICT B-BBEE Verification Certificate

Plus1X Communications (Pty) Ltd

Registration Number: 2006/023090/07
 Address: 628 James Crescent, Halfway House, Midrand, 1685

Level Two Contributor				
Scorecard Information	Actual Score	Target Score	Analysis	Results
Ownership	25.00	25.00	Black Ownership Percentage	45.92%
Management Control	12.25	23.00	Black Women Ownership Percentage	30.93%
Skills Development	14.56	20.00	Black Designated Group Percentage	11.82%
Enterprise and Supplier Development	52.00	50.00	Black Disabled Percentage	0.00%
Socio-Economic Development	12.00	12.00	Black Youth Percentage	9.58%
			Black Unemployed Percentage	0.00%
Total Score	115.81	130.00	Black People Living in Rural Areas	0.00%
			Black Military Veterans	0.00%
Participated in Y.E.S Initiative	N/A		Modified Flow Through Applied	Yes
Achieved Y.E.S Target & 2.5% Absorption	N/A		Exclusion Principal Used Yes/No	No
Achieved 1.5 x Y.E.S Target & 5% Absorption	N/A		VAT Number	4800232367
Achieved 2 x Y.E.S Target & 5% Absorption	N/A		Financial Year End	30/09/2020
Empowering Supplier	Yes		Effective Date Used	04 December 2020
Procurement Recognition Level	125.00%		Expiry Date	03 December 2021
Discounting Principle Applicable	No		Re-issue Date	N/A
Recorded Procurement Recognition Level	125.00%			


 Technical Signatory - L. Ndamase

 Date 4/12/2020

This verification certificate and the verification report are based on information provided to Empowerdex and represent an independent opinion based on the verification and analysis completed by Empowerdex. The calculation of the scores has been determined in accordance with the ICT Sector Codes as Gazetted on 07 November 2016.

Empowerdex Northern Regions (Pty) Ltd Reg. 2008/004631/07
 Directors: J Brebnor, R Gijben, L Ratsoma

IC20P0007


 sanas
 BBBEE Verification Agency

BVA 101



A04423

C e r t i f i c a t e



COMPANY
PROFILE

2021



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CEO'S STATEMENT

Taking our company further

“Connecting People and
Technology to Achieve”



+OneX was founded with a goal to have a legacy of leaving every situation in a better state than how it was originally, through its purpose of creating opportunities to improve people's lives.

+OneX is a new aged systems integrator delivering transformational services to enable its clients to excel in a dual speed technology world, advising and executing at the cutting edge of technology. Our offerings and solutions range from cloud, data, security, and unified communications all underpinned by our next-generation managed services business model, delivered globally through its innovative and scalable platforms and excellent people in the X factor.

+OneX is part of the Reunert Group that was founded in 1888 and is listed on the JSE in 1948 and is a constituent of the FTSE/JSE responsible Investment Index. Reunert is an industrial group with a portfolio of business in its Applied Electronics, Electrical Engineering, and ICT segments.

Our Purpose

Creating Opportunities to improve People's lives.

BBBEE

As a level 2 Broad Based Black Economic Empowerment (BBBEE) contributor, +OneX actively invests in training programs that concentrate on enhancing the skills of previously disadvantaged communities. Building on a long history of actively promoting the employment, training, and advancement of people from different races and backgrounds.

Our commitment extends to social development contributions that help to redress the imbalances of the past. In addition, we are actively assisting in addressing the current skills shortage within the ICT sector through intensive training and accreditation programs



**ROB
GODLONTON
(CEO)**

About Us

We at +OneX have developed an ethos and a structure built for success. We have the personality to build a legacy, with value that encapsulates our long-term vision and provides enduring value for all people.

This legacy will not be defined by one story or by +OneX alone but will rather transcend multiple chapters and stories of the actions and achievements of our partnerships. These stories will not describe the success of +OneX but rather of the successes that our friends' and partners enjoy along this journey that we will undertake.

At the end of the day what we genuinely believe in, is pursuing connections. It is these connections between like-minded individuals and businesses that will work together to help provide opportunities for others to improve their current situations and prosper.

Our Core Elements



Leading without titles

Leadership throughout the organisation. We challenge the status quo and speak up for what we care about and believe in. We constantly invest in our people, empowering them to be at the fore-front of decision making.



Client obsession

Everything we do is centered around delivering an unbelievable experience for our clients. We actively listen to clients' needs and collaborate to enhance their experience and exceed expectations.



Trust

Trust is the foundation on which we build long-term relationships with people. To be trusted is the greatest compliment that one can receive.



Humility

We love what we do and are purpose driven. In our organization there is no room for ego's or arrogance. Instead of who is right, we focus on what is right.



Discovering

We embrace disruption and learn fast to deliver positive change. Our people remain curious and explore new opportunities to grow with our clients.

+OneX Service Offerings Overview

Digital Consulting

- **+OneX Digital Consulting** is our strategy and advisory service empowering our clients to leverage the opportunities enabled through the 4th Industrial Revolution and to respond effectively to the demands of the exponentially accelerating changes in the digital economy
- <https://www.plusonex.com/digital-consulting/>

Cloud Services

- **+OneX Cloud services** are pervasive through all we do. We do not see cloud as a product, but as a business-model. Our eco-system of partners stretches across the public cloud and private/hosted cloud platforms, creating a technology-agnostic approach that is solution-led, tailored to our client's best interests.
- <https://www.plusonex.com/cloud-services/>

Unified Communications & Collaboration

- **+OneX Communications** specialise in the design, implementation, support and hosting of converged networking, communications and collaborations security solutions that use open, standards-based architectures to unify communications and business applications for a seamless collaboration experience.
- <https://www.plusonex.com/unified-communications-and-collaboration/>

+OneX Service Offerings Overview

Data Services

- **+OneX** Data Solutions partners with you to identify the data that matters most to your strategic and operational objectives. We then implement best methods of automated analysis to extract maximum value on a sustained basis.
- <https://www.plusonex.com/data-services/>

Security Services

- **+OneX** Security enables customers to confidently embrace network and application transformation while adhering to strict identity, access and security controls for your network, your applications, and your users. Designed with a transformation mindset, +OneX Security delivers future proof security solutions which are closely aligned to Cloud and increasing user mobility.
- <https://www.plusonex.com/security-services/>

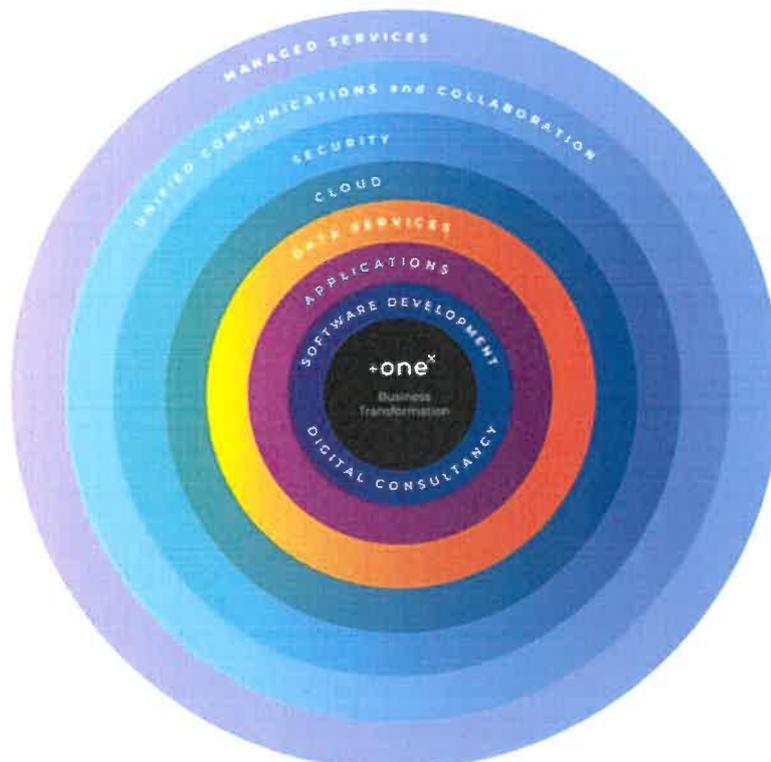
Managed Services

- **+OneX** Managed Services is not a technology offering, but an elastic business model. Our new-age Managed Services have been designed and purpose-built from our client's perspectives, backwards
- <https://www.plusonex.com/managed-services/>

+OneX Service Offerings Overview

Global Services

- **+OneX** is an international company with offices in South Africa and the United Kingdom offering the full range of ICT services across the globe. Our Global services ensure ICT solutions are delivered by the best in industry skills from around the world, with teams working seamlessly to help our clients achieve.
- <https://www.plusonex.com/global-services/>



Our Technology Partners



ManageEngine



Microsoft
Partner

Gold Data Platform
Gold Communications
Gold Datacenter
Gold Collaboration and Content
Gold Messaging



servicenow

mimecast



VARONIS

SONICWALL

kaspersky



VEEAM



UNIFY
Partner

Master OpenScape Enterprise
Master OpenScape 4000
Master OpenScape Business
Master OpenScape Contact Center
Authorized Circuit



ContactCenter4ALL



Our Responsibilities

To Our Employees

+OneX success is based on its people, and our leadership focuses on developing and training our employees to their full potential. We are staffed by professional individuals with high energy and fast paced digital information communication skills and experience.

To the Law

Our business conduct is in keeping with diverse social values, morals and ethics. Accordingly, we adhere to the necessary compliance regulations, ensuring that we observe the necessary legislation and our company's own guidelines.

To Society.

We are committed to upholding high ethical standards and making a substantial contribution to society. As part of our Corporate Social Responsibility Program, we train unemployed people living with disability on computer literacy.

We support and provide bursaries to Reunert College students to further and enhance their studies. This creates opportunities to unemployed learners, with structured learning program that provides theoretical training and, on the job, learning with an Integrated program.

To the Environment

In the years ahead, the green credentials of a product will be key criteria in the buying decision of enterprises, not only because of rising energy costs, but also in the view of moral and ethical considerations and responsibility. We strongly associate with factors that affect the quality of our environment, both within our company and in the marketplace.

With the advent of Cloud, businesses are assisted in addressing environmental concerns and cost savings with teleconferencing, video conferencing and remote collaboration tools that support teleworking and energy saving.

Our Contact Details



Midrand:

Building 6, Reunert Park
628 James Crescent
Midrand 1685
Private Bag X223 Halfway House 1685
South Africa
Tel: + 27 10 001 3000

Cape Town

21 Radnor Road Parow Industria
Cape Town 8001
PO Box 860
Cape Town 8000
South Africa
Tel: + 27 21 928 6400

Port Elizabeth

Nashua House Circular Drive Lorraine
Port Elizabeth 6001
PO Box 1861
Port Elizabeth 6000
South Africa
Tel: + 27 41 398 6070

Durban

12 Sookhai Place Derby Downs Office Park,
University Road Westville
PO Box 551
New Germany 3620
South Africa
Tel: + 27 10 001 3000

 www.plusonex.com

+one^x



STANDARD BANK
CSC-JOHANNESBURG
CORPORATE
2021-11-08
01-43-42

Date 8 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	Plus1X Communications (Pty) Ltd.
Name of accountholder	PLUS1X COMMUNICATIONS
Registration/Identity/Passport number	2006/023090/07
Account number	420350047
Account type	BUSINESS CURRENT ACCOUNT
Branch	MIDRAND
Branch code	001155
Branch code (electronic payments)	051001
SWIFT address	SBZA ZA JJ
Date account opened	02 November 2006

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

SAMANTHA LAWRENCE
DEDICATED CONSULTANT
CLIENT SERVICES
011 631 1746

Disclaimer

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

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

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

Directors: TS Gcabashe (Chairman) L Fuzile (Chief Executive) PLH Cook A Daehnke MA Erasmus¹ GJ Fraser-Moleketi Xueqing Guan² GMB Kennealy JH Maree NNA Matyumza
KD Moroka NMC Nyembezi ML Oduor-Otieno³ ANA Peterside CON⁴ MJD Ruck SK Tshabalala JM Vice Lubin Wang⁵

Company Secretary: Z Stephen 26/05/2021

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

00173283 2018-02

Cape Winelands District Municipality

**Q 2021/092
RENTAL OF A TELEPHONE
MANAGEMENT SYSTEM(TMS) FOR A
PERIOD OF 12 MONTHS**

Table of Contents

Section 4

SOC to GCC's



Statement of Compliance
to the
GENERAL CONDITIONS OF CONTRACT¹
July 2011 Edition

KEY	DESCRIPTION
FC	Fully Compliant
PC	Partially Compliant
NC	Non-Compliant

CAPE WINELANDS MUNICIPALITY DISTRICT- SUPPLY AND DELIVERY OF IP ENABLED DEVICES
TENDER REF: Q 2021/082

No	WORDING	COMP	COMMENTS
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.	FC	
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.		
1.2	"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.		
1.4	"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.		
1.5	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.		

¹ Issued by the National Treasury, Republic of South Africa

No	WORDING	COMP	COMMENTS
1.6	<p>"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.</p>		
1.7	<p>"Day" means calendar day.</p>		
1.8	<p>"Delivery" means delivery in compliance of the conditions of the contract or order.</p>		
1.9	<p>Delivery ex stock" means immediate delivery directly from stock actually on hand.</p>		
1.10	<p>"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.</p>		
1.11	<p>"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.</p>		
1.12	<p>"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.</p>		
1.13	<p>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.</p>		
1.14	<p>"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.</p>		
1.15	<p>"GCC" means the General Conditions of Contract.</p>		
1.16	<p>"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p>		

No	WORDING	COMP	COMMENTS
1.17	"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.		
1.18	"Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.		
1.19	"Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.		
1.20	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.		
1.21	"Project site," where applicable, means the place indicated in bidding documents.		
1.22	"Purchaser" means the organization purchasing the goods.		
1.23	"Republic" means the Republic of South Africa.		
1.24	"SCC" means the Special Conditions of Contract.		
1.25	"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.		
1.26	"Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.		
1.27	"Tort" means in breach of contract.		
1.28	"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.		
1.29	"Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.		

No	WORDING	COMP	COMMENTS
2.	Application		
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.	FC	
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.		
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.		
3.	General		
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.	FC	
3.2	Invitations to bid are usually published in locally distributed news media and on the municipality municipal entity website.		
4.	Standards		
	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.	FC	
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.	FC	

No	WORDING	COMP	COMMENTS
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.	PC	Add: Such inspection shall exclude cost and pricing information. Such audit shall be by independent professional auditors, or by the Auditor General.
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.	FC	
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.	PC	If required, performance security will be issued by the suppliers holding company, Reunert Limited, on terms contained in its standard guarantee, a copy of which is available upon request.
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.		See 7.1 above

No	WORDING	COMP	COMMENTS
7.3	<p>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:</p> <p>7.3.1 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</p> <p>7.3.2 a cashier's or certified cheque.</p>		See 7.1 above
7.4	<p>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.</p>		See 7.1 above.
8.	Inspections, tests and analyses		
8.1	All pre-bidding testing will be for the account of the bidder.		
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.	FC	
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.		
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.		
8.5	Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.		

No	WORDING	COMP	COMMENTS
8.6	Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.		
8.7	Any contract 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 supplies as may be necessary at the expense of the supplier.		
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.	PC	Electrical / electronic equipment is not suitable for rough handling or open storage. The following sentence to be deleted: <i>"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."</i>
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, and in any subsequent instructions ordered by the purchaser.	FC	
10.	Delivery and documents		

No	WORDING	COMP	COMMENTS
	Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.	FC	
11.	<p>Insurance</p> <p>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.</p>	PC	<p>The supplier has an existing insurance policy to cover these risks, a schedule of which will be provided on request.</p> <p>Should the purchaser require additional insurance, the cost of such additional insurance will be for the purchasers' account.</p> <p>The supplier insures the goods against loss or damage until delivery to the purchaser. On delivery the risk of loss or damage transfers to the purchaser.</p>
12.	<p>Transportation</p> <p>Should a price other than an all-inclusive delivered price be required, this shall be specified.</p>	FC	
13.	<p>Incidental services</p> <p>The supplier may be required to provide any or all of the following services, including additional services, if any:</p>	FC	
13.1	performance or supervision of on-site assembly and/or commissioning of the supplied goods;		
13.1.1	furnishing of tools required for assembly and/or maintenance of the supplied goods;		
13.1.2	furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;		
13.1.3			

No	WORDING	COMP	COMMENTS
13.1.4	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		
13.1.5	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:	FC	Any requirements stated in the SCC to be priced. In the absence of SCC, assumed that no spares or notification will be required. The supplier will have spares available for purchase at its latest prices as published and amended from time to time.
14.1.1	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		
14.1.2	in the event of termination of production of the spare parts:		
14.1.2.1	advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and		
14.1.2.2	following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.		
15.	Warranty		

No	WORDING	COMP	COMMENTS
17	<p>Prices</p> <p>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.</p>	FC	<p>Quoted prices shall be valid for a period of 90 (ninety) days from date of quote.</p> <p>Our pricing is based upon a rate of exchange of 1 Euro = 18.25 ZAR</p> <p>Our pricing will be subject to variation in the following circumstances:</p> <ul style="list-style-type: none"> • In the event of a fluctuation in the quoted rate of exchange; • In the event of any variation in the bill of materials included in the tender documents; • In the event of any increase in prices contained in our Supplier's Global Price List.
18.	<p>Variation orders</p> <p>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. 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.</p>	FC	
19.	<p>Assignment</p> <p>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.</p>	FC	
20.	<p>Subcontracts</p>		

No	WORDING	COMP	COMMENTS
	<p>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.</p>	FC	
21.	Delays in the supplier's performance		
21.1	<p>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.</p>	FC	
21.2	<p>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.</p>		
21.3	<p>The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p>		
21.4	<p>Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p>		
21.5	<p>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.</p>	PC	<p>This provision should be deleted here as this aspect is dealt with in clause 23.</p>

No	WORDING	COMP	COMMENTS
22.	<p>Penalties</p> <p>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.</p>	PC	<p>If the Supplier for any reason other than the fault of the purchaser or Force Majeure is in delay with deliveries of the goods or underperformed services, the purchaser shall have the right to claim liquidated damages. The liquidated damages shall for each full week of delay be 0.5% (point 5 percent) up to an aggregate maximum of 5% (five percent) of the purchase price for the goods and/or underperformed services or goods which cannot be put into commercial service on time.</p>
23.	<p>Termination for default</p>		<p>Unless otherwise provided for by mandatory applicable law, it is being agreed that the foregoing states the sole and entire liability of the Supplier with respect to any delay or failure by the Supplier to make delivery, and any further rights or claims shall be excluded.</p>
23.1	<p>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:</p>	PC	<p>Insert the word "material" between the words "other" and "obligation(s)" in clause 23.1.2</p>
23.1.1	<p>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;</p>		
23.1.2	<p>if the Supplier fails to perform any other obligation(s) under the contract; or</p>		

No	WORDING	COMP	COMMENTS
23.1.3	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.	FC	
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, 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.		

No	WORDING	COMP	COMMENTS
23.6	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1 the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2 the date of commencement of the restriction;</p> <p>23.6.3 the period of restriction; and</p> <p>23.6.4 the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>		
23.7	<p>If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>		
24.	Anti-dumping and countervailing duties and rights		

No	WORDING	COMP	COMMENTS
	<p>When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>	FC	
25.	Force Majeure		
25.1	<p>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.</p>	FC	
25.2	<p>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.</p>		
26.	Termination for insolvency		
	<p>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.</p>	FC	

No	WORDING	COMP	COMMENTS
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.	FC	
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		
27.4.1	the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and		
27.4.2	the purchaser shall pay the supplier any monies due 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;	PC	Insert the word "liquidated" before the word "damages" in the last line of clause 28.1.1
28.1.1	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		
28.2.2	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.		

No	WORDING	COMP	COMMENTS
29.	<p>Governing language</p> <p>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.</p>	FC	
30.	<p>Applicable law</p> <p>The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p>	FC	
31.	<p>Notices</p> <p>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.</p>	FC	
31.2	<p>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.</p>		
32.	<p>Taxes and duties</p>		
32.1	<p>A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p>	FC	
32.2	<p>A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p>		
32.3	<p>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.</p>		
32.4	<p>No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.</p>		
33.	<p>Transfer of contracts</p>		

No	WORDING	COMP	COMMENTS
	The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.	FC	
34.	Amendment of contracts 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.	FC	
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.	FC	
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 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.		