



## ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

- 1. T 2020/052: INTERNAL TRAINING PROGRAMMES FOR CWDM EMPLOYEES FOR THE PERIOD ENDING 30 JUNE 2023 X 3
- 2. T 2021/010: PROVISION OF PEST DISINFESTATION AND RODENT CONTROL SERVICES AT VARIOUS OFFICE BUILDINGS AND FACILITIES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024 X 2
- 3. T2021/023: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN THE DRANKENSTEIN MUNICIPALITY X 4
- 4. T2021/024: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN WITZENBERG MUNICIPALITY X 2
- 5. T2021/025: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN BREEDE VALLEY MUNICIPALITY X 3
- 6. T2021/026: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN LANGERBERG MUNICIPALITY X 2
- 7. T2021/046: PROVISION OF BUYING SERVICES FOR DIGITAL AND BROADCASTING MEDIA FOR THE PERIOD ENDING 30 JUNE 2024
- 8. Q 2021/013: MANUFACTURING AND DELIVERING OF PURPOSE-MADE TIMBER LOCKERS TO THE CWDM FIRE STATIONS IN PAARL AND WORCESTER
- 9. Q 2021/032: SERVICING A CALIBRATION OF HAZMAT DETECTION DEVICES FOR A 12 MONTH PERIOD
- 10. Q 2021/100: WEBPAGE MAINTENANCE AND SUPPORT SERVICES

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

Received by [Signature] Date 04/03/2022

- 11. Q 2021/025: SUPPLY AND DELIVERY OF SANITARY TOWELS
- 12. Q 2021/055: FACILITATION AND DELIVERING OF AN ADVANCED 4x4 DRIVING AND RECOVERY SKILLS TRAINING PROGRAMME

**TENDER NUMBER: T 2021/024**  
**LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS**  
**WITHIN WITZENBERG MUNICIPALITY**

COMPANY NAME:

*Sacomy Samuels*

POSTAL ADDRESS:

*MOUNT STR. 56*  
*GREENTOWN*  
*PRIME*

**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

**T 2021/024**  
**LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN WITZENBERG**  
**MUNICIPALITY**

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## **A. TENDER NOTICE**

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The objective of this tender is to appoint Invasive Alien Vegetation Clearing Contractors to clear various sites of invasive alien vegetation in the service area of Witzenberg Municipality.

A site meeting will be held at **10h00 on Thursday, 28 October 2021**. Prospective bidders or nominated representatives may meet the representatives of the Cape Winelands District Municipality at the Ceres Zip slide parking area at the entrance of the town of Ceres.

Technical enquiries regarding this bid can be directed to Mr Quinton Balie at telephone no. 021 807 3209 or 082 377 5036.

**Closing date: 11:00 on Friday, 05 November 2021**

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Tender documents, in English, are available free of charge on the websites: [www.capewinelands.gov.za](http://www.capewinelands.gov.za) or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 230.00 per document.

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 tender.

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch on the abovementioned time and dates.

Tenders will be opened in public as soon as possible after this closing time.

**HF PRINS  
MUNICIPAL MANAGER**

## **B. GENERAL CONDITIONS AND INFORMATION**

Inviting of tenders by the Cape Winelands District Municipality (CWDM), all relevant bid documentation, submitting of tenders by prospective bidders, evaluation / awarding of tenders 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 Tender**

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

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

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

### **2. Validity Period**

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

It will be expected from Suppliers to update registration details every 12 months from date of registration. Payment will not be effected if supplier information is outdated.

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

### **4. Completion of Tender Documents**

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

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

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

Any ambiguity has to be cleared with contact person for the tender before the tender 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 tenders 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 Tender**

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

#### **9. Contact with Municipality after Tender 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 Tenders Received**

Tenders will be opened on the closing date immediately after the closing time specified in the tender 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 tenders will not be accepted.

The tender forms should be carefully completed and no errors will be condoned after tenders 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 Tenders**

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

**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 councilor with this or any past tender.

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, favors, hospitality or any other benefit in any improper way, with this or any past tender.

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

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

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

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

#### **Registered auditors approved by IRBA**

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

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

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

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

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

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

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

## **VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs**

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

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

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

## **ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)**

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

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

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

**17. Application**

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

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

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

**18. Standards**

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

**19. Information and Inspection**

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

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

**20. Governing Language**

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

**21. Payments**

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

Payment will be made in Rand unless otherwise stipulated.

**22. Prices and Evaluation of bids**

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

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 tender, 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 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.

#### **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 tenderer whose tax matters are not in order.

No contract shall be concluded with any tenderer 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.

Where the value of an intended contract will exceed R 1 000 000.00 (R1 Million) it is the bidder's responsibility to be registered with the South African Revenue Services (SARS) for VAT purposes in order to be able to issue tax invoices. CWDM will deem the price above R 1 000 000.00 (R1 Million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

The VAT registration number of the District Municipality is 4700193495.

#### **30. Tax Clearance Certificate**

A valid original Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Tax Clearance Certificate for the bidder on record. The onus is on the bidder to ensure that the Municipality has an original Tax Clearance Certificate on record.

In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate with the bid documents unless the member is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Tax Clearance Certificate for the member on record.

If a bid is not supported by a valid original Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document 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.

#### **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 tender closure date must accompany the tender 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. Protection Of Personal Information**

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

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

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The purpose of this document is to:

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

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

## **2. APPLICATION**

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

## **3. GENERAL**

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

## **4. STANDARDS**

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

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

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

## **6. PATENT RIGHTS**

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

## **7. PERFORMANCE SECURITY**

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

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

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

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

## **9. PACKING**

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

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

## **10. DELIVERY AND DOCUMENTS**

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

## **11. INSURANCE**

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

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

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

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

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

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 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

#### **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 willful misconduct, and in the case of infringement pursuant to Clause 6;

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

## **29. GOVERNING LANGUAGE**

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

## **30. APPLICABLE LAW**

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

## **31. NOTICES**

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

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

## **32. TAXES AND DUTIES**

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

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

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

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

**33. TRANSFER OF CONTRACTS**

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

**34. AMENDMENT OF CONTRACTS**

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

**35. PROHIBITION OF RESTRICTIVE PRACTICES**

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

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

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

**Regulation R 32 of 20 January 2017 provide 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 Tender / Formal Written Price Quotation conditions.
- Additional points are awarded for attaining the **B-BBEE status level** of contributor in accordance with the table below:

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

**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](http://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):

*Jerome Samuels*

Name(s):

*OWNER*

Capacity for the Tenderer:

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

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### **1. INTRODUCTION**

The Cape Winelands District Municipality invites tenders from contractors to clear invasive alien plant species in Witzenberg Municipality.

### **2. PURPOSE OF THE TENDER**

The Cape Winelands District Invasive Alien Clearing Programme has the following objectives:

- a. To clear municipal property from invasive alien plant species. The National Environmental Management Biodiversity Act (10 of 2004) prescribes that a landowner must clear his/her property from invasive alien plant species. The CWDM as a sphere of government do not clear private land, only municipal land. Witzenberg Municipality, through a consultation process, framed in the Draft Cape Winelands Invasive Alien Plant Coordination Framework communicated their priorities (refer to 2. Scope of Work).
- b. To conserve biodiversity and water. The project sites are of biodiversity conservation significance and falls in the Breederiver Catchment that provide water to urban settlements in the Witzenberg municipal area.
- c. To create work opportunities as part of the Environmental Sector Expanded Public Works Programme (EPWP).

### **3. SCOPE OF WORK**

The successful bidders must clear the following 11 project sites located in Witzenberg municipal area:

WM 1 2021
WM 2 2021
WM 4 2021
WM 5 2021
WM 6 2021
WM 7 2021
WM 8 2021
WM 9 2021
WM 10 2021
WM 11 2021
Ceres Dam F

Colour copies of maps and site specifications that includes types of species, densities and "under foot" conditions will be provided in hard copy format or via e-mail prior to the submission of the tenders.

A non-compulsory site meeting will take place to discuss the site specifications of the 11 project sites. Refer to the date of the non-compulsory site meeting on page 3.

**4. EVALUATION CRITERIA**

- 4.1 The CWDM reserves the right to award to multiple bidders or a single bidder; to perform invasive alien clearing.
- 4.2 This bid will be evaluated on functionality and bidders are required to submit evidence that demonstrate their experience in respect of providing the typical services in order to obtain relevant points during the functionality evaluation process.
- 4.3 All bids received shall be evaluated in terms of the Municipal Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act no 5 of 2000 and the Preferential Procurement Regulations of 2017.
- 4.4 This bid will be evaluated on functionality and bidders are required to submit evidence that demonstrate their experience in respect of providing the typical services in order to obtain relevant points during the functionality evaluation process.
- 4.5 The description of the functionality criteria and the maximum number of bid evaluation points allocated to each criterion is shown in the table on pages 32-34. The total minimum qualifying score for functionality is 15 out of 30
- 4.6 Bidders must complete “Returnable Schedules”.

**Schedule A:** Experience of Entity.

**Schedule B:** Experience of Supervisor or Contracted Project Team Member.

**Schedule C:** Qualification of Supervisor or Contracted Project Team Member

<b>A</b>	<b>ENTITY’S EXPERIENCE (MAX 10 points)</b>	<b>POINTS</b>	<b>SCORE</b>
<b>A1</b>	Entity’s involvement as a service provider for: Municipal / Working for Water / Department of Agriculture Landcare / Cape Nature Alien Clearing or similar and related projects. <b>NB! Please complete Returnable <u>Schedule A</u> and attach full particulars and evidence.</b>  <b>Attach a company profile with contracting team names and reference or appointment letters.</b>  <b>[1 project = 1 project site cleared/completed]</b>	<b>Max = 10</b>	
-	At 10 and more successfully completed by the entity	<b>10</b>	
-	At least 6 to 9 projects successfully completed by the entity	<b>8</b>	
-	At least 1 to 5 successfully completed by the entity	<b>5</b>	
-	No projects successfully completed by the entity	<b>1</b>	
<b>B</b>	<b>SUPERVISOR’ OR CONTRACTED PROJECT TEAM MEMBER’S EXPERIENCE (MAX 10 points)</b>	<b>POINTS</b>	<b>SCORE</b>
<b>B1</b>	Supervisor’s or contracted team member’s involvement in: Municipal / Working for Water / Department of Agriculture Landcare / Cape Nature Alien Clearing or similar and related projects <b>NB! Please complete Returnable <u>Schedule B</u> and attach full particulars and evidence. The evidence can be in the form of a contract with a previous employer or client or a certified timesheet of an alien clearing project.</b>  <b>[1 project = 1 project site cleared/completed]</b>	<b>Max = 10</b>	

-	At least 5 successfully completed projects	10	
-	At least 2 to 4 successfully completed projects	8	
-	At least 1 successfully completed project	5	
-	No relevant experience	1	
<b>C</b>	<b>SUPERVISOR OR CONTRACTED PROJECT TEAM MEMBER QUALIFICATION (MAX 10 points)</b>	<b>10</b>	
	Supervisor's or contracted team member's involvement in: Municipal / Working for Water / Department of Agriculture Landcare / Cape Nature Alien Clearing or similar and related projects <b>NB! Please complete Returnable Schedule C and attach full particulars and evidence. The evidence must be in the form of certified training certificates. The relevant qualifications are the following training certificates.</b> <b>1. Chainsaw Operator</b> <b>2. Herbicide Application</b> <b>3. First Aid.</b>		
-	Relevant qualification in all 3 qualification fields (chainsaw operator, herbicide application and first aid).	10	
-	Relevant qualification in at least 2 out of the 3 relevant training fields	8	
-	Relevant qualification in at least 1 out of the 3 relevant training fields	5	
-	No relevant qualification	1	
<b>TOTAL SCORE</b>			<b>...../30</b>

## 5. DURATION OF TENDER

5.1 The tender will be valid for the period up to 30 June 2022

## 6 PROJECT DELIVERABLES

6.1 The deliverables that will be reported on a monthly basis for this project is;

6.2 Timeous completion of invasive alien vegetation clearing per site;

6.3 Work being done in accordance with the relevant norms and standards applicable to the removal/clearing invasive alien species per site;

## 7. REPORTING

Reporting by the contractor shall be done directly to the Department Community Development and Planning Services of the Cape Winelands District Municipality.

As this is an EPWP project, the CWDM must report work opportunities created to the National Department of Public Works. The format of reporting will be discussed with the successful bidders after appointment.

Enquiries regarding the project can be directed to the following official of the Department:

Mr. Quinton Balie at (021) 807 3209 or 0823775038 or

Contact details as follows:

Department Community Development and Planning Services  
**Cape Winelands District Municipality**  
PO Box 100 or 194 Main Road  
Stellenbosch Paarl  
7599 7646

**8. REMUNERATION**

- 8.1 No advance payments will be made for any reason whatsoever. Payments will be made after completion of project sites, per project site.
- 8.2 The appointed contractor shall comply with the conditions as stipulated for the Expanded Public Works Programme (EPWP) and may not pay his/ her workers less than the prescribed rate for unskilled labour; employment of project beneficiaries shall be determined and aligned to the rate of work as per Working for Water Programme employment standards.
- 8.3 Any fees or remuneration are inclusive of Value Added Tax.

RETURABLE SCHEDULES

SCHEDULE A: EXPERIENCE OF ENTITY

The bidder shall insert in the spaces provided below name and details of the respective client.

Listed projects with invalid or incorrect contact details for the employer and information not supplied in the format as requested below might result in NO eligibility points scored in this regard due to unintentional administrative oversight

Client	Contact Person	Telephone number	Contract Start Date	Contract Completion date
Deveraux STEIN MUNICIP.	Taylor Schwendner	021 807 5154	OCTOBER 2019	DECEMBER 2019
JANIBI	VIGOR SPENCER	072 843 5000	MARCH 2021	MAY 2021
Quinto ARMIN GARDNER	Quinton BANKS	021 807 3209	MAY 2010	APRIL 2010
CAFFUL NEARNS 257 RD	Quinton BANKS	01 807 3209	MARCH 2011	APRIL 2011

The Fern Land PCARS	W/ANNE GERARDUS	078 602 2518	Nov. 2021	STILL BUSY

RETURNABLE SCHEDULES

SCHEDULE B: EXPERIENCE OF SUPERVISOR OR CONTRACTED PROJECT TEAM MEMBER

The bidder shall insert in the spaces provided below the name and details of the respective supervisor or contracting team member.

Listed projects with invalid or incorrect contact details for the employer and information not supplied in the format as requested below might result in NO eligibility points scored in this regard due to unintentional administrative oversight

SUPERVISOR OR CONTRACTING TEAM MEMBER	NAME	Telephone number	Contract Start Date	Contract Completion date
① ONE NATURE	ARLENDE MENDON	0218711553	Jan 2017 Jan 2019	1 APRIL 2017 JAN 2017
② ONE NATURE	NATHAN GORRATH	0218711553	Jan 2019	MARCH 2019 Jan 2019
③ ONE NATURE	NICHOLAS SWARTS	0710277874	Jan 2018 Jan 2019 Jan 2020	MARCH 2018 MARCH 2019 MARCH 2020
④ ONE NATURE	NICHOLAS SWARTS	087 086 2973	Jan 2019 Jan 2020	MARCH 2019 MARCH 2019
⑤ ONE NATURE	NICHOLAS SWARTS	087 086 2973	Jan 2019 November 2020	MARCH 2019 MARCH 2020

DAVID WHITE BROS  
DANIEL GISA  
BREANDET SWARTS  
ERBY SWARTS  
ANISHA JHA

RETURNABLE SCHEDULES

SCHEDULE C: QUALIFICATIONS OF SUPERVISOR OR CONTRACTED PROJECT TEAM MEMBER

The bidder shall insert in the spaces provided below the training certificates acquired.

Listed projects with invalid or incorrect contact details for the employer and information not supplied in the format as requested below might result in NO eligibility points scored in this regard due to unintentional administrative oversight

SUPERVISOR OR CONTRACTING TEAM MEMBER	NAME	NEWBORN SPRUCE REINVEST. SURVEY	TOWNSHIP COURTNEY CARRISON APPROPRIATE
Qualifications:	Training Institute		Is the certificate certified and attached
1. Chainsaw Operator:	CORN THORN TRAINING & SERVICES DBU KUDM TRAINING		Yes
2. Herbicide Application:	CORN THORN TRAINING		Yes
3. First Aid:	CORN THORN TRAINING		Yes

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

The financial breakdown must be complete, each cost category must be completed. Failure to provide a complete breakdown with mentioned specifics will lead to disqualification.

Site description: WM 1_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 50 000
2	Transport costs	R 7500
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 500
	Sub-total	R 77700
	15% VAT	R
	Total	R 77700
Site description: WM 2_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 40 000
2	Transport costs	R 6000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 400
	Sub-total	R 66100
	15% VAT	R
	Total	R 66100

Cape Winelands District Municipality  
**TENDER**  
 Opened at 11h00 on  
 05 NOV 2021  
 Witness: *[Signature]*

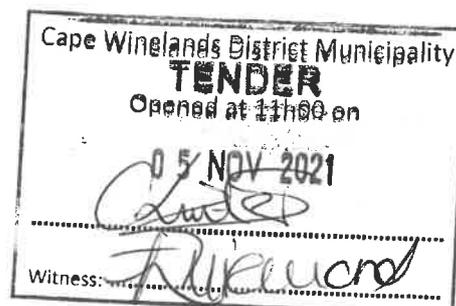
Site description: WM 4_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 40 000
2	Transport costs	R 6 000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19 700
8	Unemployment insurance fund (UIF) costs	R 400
	Sub-total	R 66 100
	15% VAT	R
	Total	R 66 100

Site description: WM 5_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 60 000
2	Transport costs	R 7 800
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19 700
8	Unemployment insurance fund (UIF) costs	R 600
	Sub-total	R 87 800
	15% VAT	R
	Total	R 87 800



Site description: WM 6_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 20 000
2	Transport costs	R 6000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 200
	Sub-total	R 45900
	15% VAT	R
	Total	R 45900

Site description: WM 7_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 30 000
2	Transport costs	R 6000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 300
	Sub-total	R 56000
	15% VAT	R
	Total	R 56000



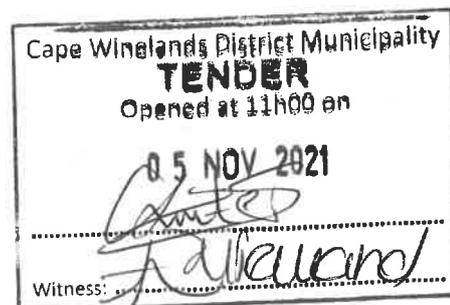
Site description: WM 8_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 30 000
2	Transport costs	R 6000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 300
	Sub-total	R 56 000
	15% VAT	R
	Total	R 56 000

Site description: WM 9_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 30 000
2	Transport costs	R 6000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 0
8	Unemployment insurance fund (UIF) costs	R 19700
	Sub-total	R 300
	15% VAT	R 56000
	Total	R 56000



Site description: WM 10_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 15 000
2	Transport costs	R 6000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 150
	Sub-total	R 40850
	15% VAT	R
	Total	R 40850

Site description: WM 11_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 20 000
2	Transport costs	R 6006
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 2000
8	Unemployment insurance fund (UIF) costs	R 200
	Sub-total	R 28200
	15% VAT	R
	Total	R 28200



Site description: CERES_DAM F		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 20 000
2	Transport costs	R 6000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 200
Sub-total		R 45900
15% VAT		R

TOTAL COSTS		
Item	Description	Amount
1	WM 1_2021	R 77700
2	WM 2_2021	R 66100
3	WM 4_2021	R 66100
4	WM 5_2021	R 87800
5	WM 6_2021	R 45900
6	WM 7_2021	R 56000
7	WM 8_2021	R 56000
8	WM 9_2021	R 56000
9	WM_10 2021	R 40850
10	WM_11 2021	R 28200
11	Ceres_Dam F	R 45900
Total		R <del>520150</del> R 626550

Cape Winelands District Municipality  
**TENDER**  
 Opened at 11h00 on  
 05 NOV 2021  
 Witness: *[Signature]*

## H. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderers 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 tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer 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 tenderer 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (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)	
T 2021/024: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN WITZENBERG MUNICIPALITY	
 ..... Executive Director: Community Development & Planning Services	<u>25/02/2022</u> ..... Date
 ..... Me. E Niemand Witness	<u>25/02/2022</u> ..... Date

# I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			

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

**LWI** 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.

**NBI** 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:  
South African National Accreditation System:  
Independent Regulatory Board of Auditors:

### 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**.

100%
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**.

0%
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)

0%
5. Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit ? In / Uit  
Is your business established within the area of jurisdiction of the District Municipality? In / Out  
Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle

In/Ngaphakathi  
 Uit/Out/Ngaphandle
6. Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee  
Do you make use of local labour (job creation)? Yes / No  
Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi

Ja/Yes/Ewe  
 Nee/No/Hayi

## J. DECLARATION OF INTEREST – MBD 4 B

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

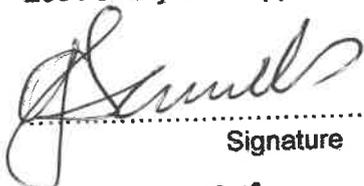
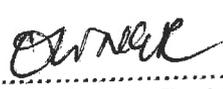
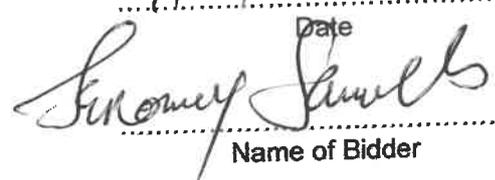
1. No bid/database registration will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid/database registration. In view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

3.1	Full Name of bidder or his or her representative	Jeremy Sanchez
3.2	Identity Number (person submitting this declaration)	76032851 65084
3.3	Position occupied in the Company (official/director/trustee/shareholder <sup>2</sup> ):	OWNER
3.4	Company Registration Number	—
3.5	Tax Reference Number	379185 9147
3.6	VAT Registration Number	—
3.7	The names of all directors/ members/ trustees/ 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?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

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

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

 ..... Signature	4/11/2021 ..... Date
 ..... Position	 ..... Name of Bidder

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

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 *[Handwritten Signature]*  
 Capacity of Signatory *Owner*

Date *4/4/2021*  
 Name of Bidder/Company/CC Name *Troyan Samuels*

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

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

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

**Commissioner of Oaths**

Signed and sworn to before me at *Paarl East*.....

on this the *04* day of *November*, 20*21* 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 *[Signature]*.....

Position: *Paarl East*.....

Address *Paarl*.....

Tel: *021 877 5900*.....

**Apply official stamp of authority on this page:**

3. VERKAAANSE POLISIEDIENST

PAARLOOS  
GDS

**04 NOV 2021**

CSC  
PAARLEAST

SOUTH AFRICAN POLICE SERVICE

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

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

*Troy Jay L.A.P. Clemens*

.....  
(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: *Jerome Samuels* ..... 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;

**4** *MFMA Circular No 62 of July 2013* require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. A shareholder is defined as a person who owns shares in the company and is actively involved in the management of the company or business, and exercises control over the company.

	Full name of directors / trustees / shareholders	Identity Number	% Share-holding in company	Personal Tax Reference Number	State Employee Number (Persal)	Municipal rates & services account numbers (3.17.1) Municipal clearance or most recent service account must be attached as evidence
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

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

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?	<del>Yes</del>	No
------	--	----------------	----

3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

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

3.11.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state?	<del>Yes</del>	No
------	---	----------------	----

3.12.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

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

3.13.1	If yes, furnish particulars. ..... .....		
--------	--	--	--

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

3.14.1	If yes, 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?		h
4.3.1	If so, furnish particulars: ..... .....		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) Jeremy Samuels 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.

Jeremy Samuels  
.....  
Signature  
Owner  
.....  
Position

4/11/2014  
.....  
Date  
Jeremy Samuels  
.....  
Name of Bidder

## PART 2 - RENDERING OF SERVICES

1. I, **Pietie Williams** in my capacity as **Executive Director Community Development** accept your bid under reference number **T 2021/024** dated **05/11/2021** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<b>Tender/ Quotation number:</b>	<b>T 2021/024: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN WITZENBERG MUNICIPALITY</b>
<b>Awarded to:</b>	JR Samuels T/a Maiven Trading
<b>Delivery Period</b>	Period ending 30 June 2022
<b>B-BBEE Status level of contribution</b>	1
<b>Minimum threshold for Local Production and Content</b>	Not applicable
<b>Price including VAT</b>	Various prices

4. I confirm that I am duly authorized to sign this contract, signed at Stellenbosh.

<b>Name</b>	Pietie Williams	
<b>Signature</b>		25/02/2022
<b>Witness 1</b>		25/02/2022
<b>Witness 2</b>		25/02/2022

**N. CONTRACT FORM – RENDERING OF SERVICES (MBD 7.2)**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) Jeremy Samuels in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number 2021/024 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
  - Invitation to bid;
  - Tax clearance certificate;
  - Pricing schedule(s);
  - Filled in task directive/proposal;
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
  - Declaration of interest;
  - Declaration of Bidder's past SCM practices;
  - Certificate of Independent Bid Determination;
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

Name

Jeremy Samuels

Capacity

OWNER

Signature

Jeremy Samuels  
MAINTENANCE TRADING

Company name

Date

16/11/2021

Witness 1

[Signature]

Date

16/11/2021

Witness 2

[Signature]

Date

16/11/2021

**M. MUNICIPAL RATES AND SERVICES**

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality

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

**DECLARATION:**

I, the undersigned (name) Suzanne Samuels  
 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]  
 Signature

4/4/2011  
 Date

Owner  
 Position

Suzanne Samuels  
 Name of Bidder

## S. CAPABILITY OF BIDDER

This schedule is to determine the capability of the bidder to execute the contract. Failure to complete this section shall lead to disqualification

Company Name	DRAKENSTEIN MUN.
Description of project	ALLEN CLEARING
Contact person name	Jeremy Schoonraad
Contact person telephone number	024 807 5154
Value of project	R119750

Company Name	SANBI
Description of project	ALLEN CLEARING
Contact person name	VILLEN JACOBS
Contact person telephone number	0
Value of project	R102850

Company Name	CAPE WINDMILLS D.M
Description of project	ALLEN CLEARING
Contact person name	Quinton Bawe
Contact person telephone number	024 8013209
Value of project	R61200

Company Name	CAPE WINDMILLS D.M
Description of project	ALLEN CLEARING
Contact person name	Quinton Bawe
Contact person telephone number	021 8013209
Value of project	R65700

## 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 TENDER DOCUMENT:

<b>Form G - Form of offer</b> Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
<b>Form J -- Declaration of Interest (MBD4)</b> Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
<b>Form K -- Certificate of Independent Bid Determination (MBD 9)</b> Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
<b>Form L -- Preference Points Claim -- (MBD 6.1)</b> Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
<b>Form M -- Municipal Rates and services</b> Is a certified copy of the <u>bidder's and those of its director's</u> municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
<b>Form N -- Authority for Signatory</b> Is the form duly completed and is a certified copy of the resolution attached?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
<b>Form O -- Declaration of Past Supply Chain Practices (MBD 8)</b> Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
<b>Tax Clearance Certificate</b> Is an original certificate attached?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
<b>Additional documents applicable to this specific tender:</b>				
<b>Compensation for Occupational Injury and Diseases Act</b> Is the letter of Good Standing attached?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

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

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

Signature: Erasmus James

Date: 4/11/2021

# Q. CREDIT ORDER INSTRUCTION

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

## DETAILS OF FIRM/INSTITUTION

Name

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

NAME OF BANK

NAME OF BRANCH

BRANCH CODE

ACCOUNT NUMBER

TYPE OF ACCOUNT

1 = Cheque  
2 = Savings

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

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

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

.....  
INITIALS AND SURNAME:

.....  
AUTHORISED SIGNATURE:

.....  
DATE:

.....  
TELEPHONE NUMBER:

FOR BANK USE ONLY

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

.....  
AUTHORISED SIGNATURE

OFFICIAL DATE STAMP

ALIEN CLEARING TENDERS IN CAPEWINELANDS DISTRICT MUNICIPALITY:

**CONTENTS:**

1. BUSSINES PROFILE

2. TAX CLEARNCE PIN/CERTIFICATE

3. COIDA LETTER OF GOOD STANDING

4. BEE SWORN AFFADAVIT.

5. AFFADAVIT RELATING TO MUNICIPAL RATES AND TAXES.

6. PURCHASE ORDERS/APPOINTMENT LETTERS

7. CERTIFIED CERTIFICATES AND QUALIFICATIONS

8. TEAM MEMBERS.



# MAIVEN

TRADING

## COMPANY PROFILE

FIREBREAKS  
ALIEN CLEARING  
FIREFIGHTING  
GARDEN MAINTENANCE  
SUPPLY AND DELIVERY OF PALLETS

[jsamuels370@gmail.com](mailto:jsamuels370@gmail.com)

## COMPANY DETAILS

Company Name	-	MAIVEN TRADING
Business Number	-	0732456725/0730341960
Business Address	-	56 MOZARTSTREET GROENHEUWEL PAARL
Contact Person	-	JEREMY SAMUELS
Contact Number	-	0732456725
Email Address	-	jsamuels370@gmail.com

## COMPANY OVERVIEW

MAIVEN TRADING is a South African based company established in the year 2007. The company was formed with two members as a close corporation, but operating as a sole proprietor.

Being an African man he realized there are opportunities to avail herself of in the Black Economic Empowerment structures of the country.

He is a determined person who has made a success of his business. He has obtained health and safety, alien plant identification, basic fire fighting certificates.

He is a strong sense of accountability, working for himself, making firebreaks, clearing alien plants combating veldfires.

## VISION

To become a well-recognized brand in the services we offer and to continually improve our services.

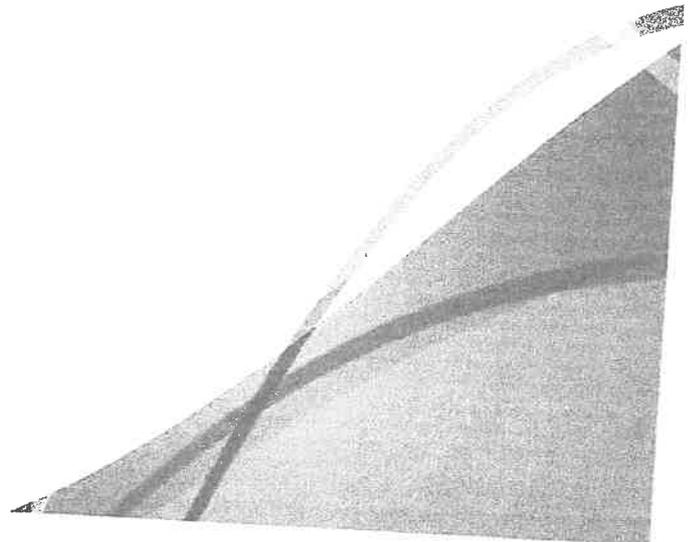
## MISSION

To be the role player in the industry

To be leaders in excellent service delivery

To be employment creators for the greater public

To ensure maximum growth and service improvement



He only employs previously disadvantaged people and shares her profits with her staff indirectly by paying them higher salaries.

#### **GEOGRAPHICAL REPRESENTATION**

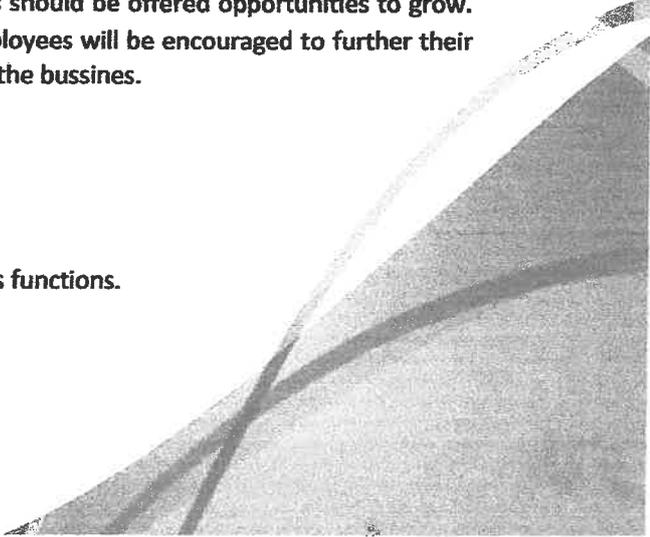
MAIVEN TRADING supplies services across the Western Cape Province.

#### **MANAGEMENT**

The sole member currently carries out management and marketing functions. He believes that fellow member(s) of the previously disadvantaged groups should be offered opportunities to grow. To this end only these persons will be employed and employees will be encouraged to further their experience and training through the services rendered by the bussines.

#### **MARKETING AND SALES**

The sole member carries out most of the marketing & sales functions.



Currently the target market is private landowners, all spheres of government and local businesses. These concerns are opened to Black Empowerment Enterprises and in particular if they are owned and managed by someone with expertise.. These concerns publish public tenders, which are mostly freely available.

## SUPPLIES

Products will be sourced and purchased in the operational areas in order to support local businesses. Preference will be given to fellow black empowered enterprises as far as possible. Despite the aforementioned, quality and price is not compromised and other suppliers will be approached to ensure the best is provided to clients.

## FINANCE

The company has sourced out financial and admin functions to a local bookkeeping company.-  
who will do this on a daily basis for the business.

## THREATS

Competition is rife in the business segment MAIVEN TRADING operates in. However, due to the nature of business and its target market the competition is not seen as a major threat.

## CONCLUSION

It is the intention of the sole member to make this business grow into a business which will contribute to the community she serves, to empower fellow South Africans and assist and encourage the youth.

DRakenstein municipality  
SANBI  
Capewinelands  
Paardeberg Timbers  
EBKT construction

Mr J.Schoonraad  
Mr V.Jacobs  
Mr Q Balie  
Mr E debruin  
Mr B.Erasmus

0218075421  
0128435000  
0218073209  
0837163366  
0748457875

**TAX COMPLIANCE STATUS****PIN Issued**

JR SAMUELS  
56 MOZART STREET  
GREENHILLS  
PAARL  
7646

**Enquiries should be addressed to SARS:****Contact Detail**

SARS  
Alberton  
1528

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

**Details**

Taxpayer Reference Number: 3791859147

Always quote this reference number when contacting SARS

Issue Date:

2021/07/22

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	Jeromy Randall Samuels
Trading Name	Not applicable
Tax Reference Number(s)	IT - 3791859147
Purpose of Request	Tender
Request Reference Number	0023907531TS2207211412228
PIN	86F8A5C224
PIN Expiry Date	22/07/2022

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**

Name: JR SAMUELS  
Tax reference No: 3791859147  
Form ID: RFDTC8  
Content Version: v2013.01.01

Timestamp: 17024486  
Year: 2021  
Page of Page: 01/01  
Template version: v2013.01.01



2020070050



labour

Department  
Labour  
REPUBLIC OF SOUTH AFRICA

CALL CENTER NO: 0860 105 350

REG NO : 990001198363  
FAX NO : 0123456789  
ISSUE DATE : 2021-05-27  
CERTIFICATE NO : 2020070050

**MAIVEN TRADING  
PO BOX 7646  
PAARL**

**LETTER OF GOOD STANDING**

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

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

**MAIVEN TRADING**

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

**Nature of business :WOODWORKS, ALIEN PLANT REMOVAL, TREE FELLING,  
BOAT MNFR**

**Expiry date :2022-04-30**

**IMPORTANT NOTICE:**

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

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

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

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

Yours faithfully

COMPENSATION COMMISSIONER

W.As. 48

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

Compensation Fund  
W.A.S. 48/2002

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

Full name & Surname	Jeromy Samuel
Identity number	76 03285165024

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	Jeromy T. Samuel
Trading Name	MHIVEN TRADING
Registration Number	
Enterprise Address	MOLARTSTR. 56 GROENHEDDE PAARL

- I hereby declare under oath that:
  - The enterprise is 100 % black owned;
  - The enterprise is 0 % black woman owned;
  - Based on the management accounts and other information available on the 2021/2022 financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	Level One (135% B-BBEE procurement recognition)	<input checked="" type="checkbox"/>
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	<input type="checkbox"/>
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	<input type="checkbox"/>

- The entity is an empowering supplier in terms of the dti Codes of Good Practice.
- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: [Signature]  
 Date: 20/10/2021

[Signature]  
 7206708-P  
 Commissioner of Oaths  
 Signature & stamp



PAARL-EAST: AFFIDAVIT

I, JEROMY RANDALL SAMUELS state under oath in English :

I am an adult / underaged male/ female, 45 years of age.

Date of Birth / ID No. / Persalno 7603285185084 Residing at MOZART STREET 56 PAARL-EAST Tel. Number : 0732456725

Occupation \_\_\_\_\_ at \_\_\_\_\_ Tel. Number : \_\_\_\_\_

THAT I DON'T OWN ANY LEASE OR PROPERTY IN DRAKENSTEIN DRAKENSTEIN MUNICIPALITY. THAT IS ALL I WISH TO STATE UNDER OATH.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I know and understand the contents of this statement.  
I have no objection to taking the prescribed oath.  
I consider the prescribed oath binding on my conscience.  
I swear that the contents of this statement are true " So help me God"

Date : 2021-10-20

6 Samuels  
Signature of deponent

I certify that the abovementioned statement was taken by me and that the deponent has acknowledge that he/she knows and understand the contents of the statement. This statement has been signed and sworn in my presence at Paarl East on \_\_\_\_\_ at \_\_\_\_\_

PAARL OOS  
20 OCT 2021  
CSC  
PAARL EAST  
OATH AFFIDAVIT

07:50  
Tracy F Adams  
Signature: Commissioner of Oath

Adams  
(Full Name and Surname)

ca  
Rank

# SANBI



South African National Biodiversity Institute

REF: SANBI: Q7046/2020

Eng: Ms R Modiba

Tel: 012 843 5332

Email:

ATTENTION: Jeromy Samuels

Jeromy Samuels T/A Maiven Trading  
MAAA0733137  
Mozartstreet 56  
Groenheuvel  
Western Cape  
Paarl  
7646

Tel: 078 8244 846

E-mail:

Dear Jeromy Samuels

**BID NO: SANBI: Q7046/2020: The South African National Biodiversity Institute requires the service provider to conduct Clearing of Invasive Alien Plants: Acacia implexa and Melaleuca parvistaminea in Tulbagh and Woiseley, Western Cape.**

**Bid Price of: R 102 309.52 including vat**

Your bid dated 10 December 2020 has been accepted subject to all the conditions and terms embodied in the relevant official quote documents.

Please send a confirmation letter for accepting the offer and a declaration of interest to the above mentioned E-mail address.

Yours sincerely

Ms Z Cele  
Deputy Director: SCM

Date: 17. 02. 2021

---

South African National Biodiversity Institute  
Private Bag X101, Pretoria, 0001, RSA  
2 Cussonia Avenue, Brummeria, Pretoria  
Tel (012) 843-5000 • Fax (012) 804-3211 •



# DRAKENSTEIN

Enquiries: AMANDA SWART / NAZLEY LATEGAN  
Contact number: 021 – 807 4629 / 021- 807 6246  
Reference: SERVICES: DIC0029074)  
Date: 17 October 2019

JEREMY SAMUELS T/A MAIVEN TRADING  
56 MOZART STREET  
GROENHEUWEL  
PAARL  
7646

**ATTENTION: JEREMY SAMUELS**

**FORMAL WRITTEN PRICE QUOTATION: CLEANING OF PALMIET RIVER EAST OF VAN DER STEL STREET.**

Your submission with regards to the formal written price quotation invitation as stated above, has reference.

We have the pleasure to inform you that your offer has been accepted,

Description	Price (VAT INCL)
Cleaning of Palmiet river east of Van der stel street.	R119 579-76

For any further enquiries, please contact Amanda Swart or Larry Koekemoer.

We look forward to doing business with your company.

Yours faithfully

  
HG VERGOTINE 14.10.21  
MANAGER: SUPPLY CHAIN MANAGEMENT

Local Authority : WYNL  
 Creditor No. : 000314  
 Order Progress : All Orders

CAPE WINELANDS DISTRICT MUN. L  
 MAIVEN TRADING

Order No.	Ln	Date	Prog	Cost Code	Quantity	Value
	328521	1 16/05/2007	9	113610410	0.000 -	0.00
Description :	FELLING OF TREES					
	329901	1 02/07/2007	4	113610410	3.000 -	19750.00
Description :	FELLING OF TREES					
	336996	1 18/02/2008	4	570030231	1.000 -	24000.00
Description :	CUTTING & UPGRADING OF TREES NIEWEDRIFF					
	346309	1 11/11/2008	4	116201000	1.000 -	23900.00
Description :	FIRE BREAK - 1050M - BOSCHENDAL					
	358357	1 20/10/2009	9	116201031	0.000 -	0.00
Description :	FIREBREAK AT STELLENBOSCH :Q2009/368					
	358573	1 27/10/2009	9	116201031	0.000 -	0.00
Description :	FIREBREAK :PA HAMLET: Q2009/366					
	358573	2 14/12/2009	4	116201031	0.500 -	69000.00
Description :	FIREBREAK :PA HAMLET: Q2009/366					
	358573	3 16/03/2010	4	116201031	0.400 -	46000.00
Description :	FIREBREAK :PA HAMLET: Q2009/366					
	358574	1 27/10/2009	4	116201031	1.330 -	95600.00
Description :	FIREBREAK : MTO & CAPE NATURE : Q2009/365					
	358574	2 25/11/2009	4	116201031	1.000 -	71700.00
Description :	FIREBREAK : MTO & CAPE NATURE : Q2009/365					
	367966	1 28/07/2010	4	115225140	1.000 -	65100.00
Description :	CLEANING INVANSIVE ALIEN PLANTS :Q2010/443					
	376737	1 29/03/2011	4	115225140	1.000 -	62100.00
Description :	LABOUR INTENSIVE CLEARING : NEKKIES WETLANDS A :BR					
	3583571	1 14/04/2010	4	116201031	0.500 -	29950.00
Description :	FIREBREAK AT STELLENBOSCH: Q2009/368					
	3583571	2 13/04/2010	4	116201031	0.500 -	29950.00
Description :	FIREBREAK AT STELLENBOSCH: Q2009/368					
Total :						537050.00

\* End of Report: Boland District Municipality \*





# COALITION TRAINING & SKILLS DEVELOPMENT

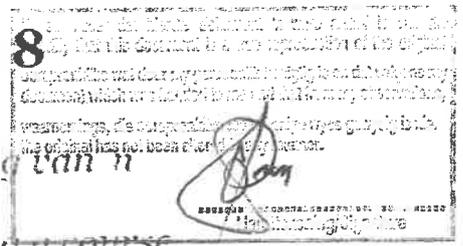
04 NOV 2021  
PAARL EAST  
SOUTH AFRICAN POLICE SERVICE

*Toegeken aan:*

*Awarded to:*

## Jonathan John Kassiem

**I.D. 751001 5274 08 8**



*Vir suksesvolle voltooiing van 'n kursus in:*  
*For successfully completing a course in:*

### FIRST AID LEVEL 1 NOODHULP VLAK 1

**Unit Standard: 119567-NQF 1-Credits 5**  
**Eenheidstandaarde: Perform basic life support and first aid procedures**

**06 September 2019**

**06 September 2022**

*Datum van Uitreiking*  
*Date issued*

*Vervaldatum*  
*Expiry Date*



*[Signature]*  
ETD Manager





**CERTIFICATION OF DOCUMENTS**

*Certified a true copy of the original document.*  
 or  
 I certify that this document is a true copy of the original which was examined by me and that, from my observations, that there are no indications that the original document has been altered by unauthorised persons.

*[Signature]* **JEVAN DEVENTER**  
 Signature Full Names

COMMISSIONER OF OATHS  
 Designation: Professional Accountant (SA) ex officio: Republic of South Africa

Date: 10. 10. 2017  
 Place: Paarl

Business Address:  
 (physical address not postal address)

**COALITION TRAINING & SKILLS DEVELOPMENT**  
**CERTIFICATE OF COMPETENCE**  
**Sertifikaat van Bevoegdheid**

Toegeken aan:

Awarded to:

**Chrishenda Natasja Abrahams**

I.D. **781031 0194 08 4**

*Vir suksesvolle voltooiing van 'n*  
*kursus in:*  
*For successfully completing a course*  
*in:*

UID-AFRIKAANSE POLISIEDIENS  
 PAARLOOS  
 GDS  
 04 NOV 2021  
 CSC  
 PAARL EAST  
 SOUTH AFRICAN POLICE SERVICE

**HERBICIDE APPLICATOR**  
**Onkruidodder Toediener**

Unit Standard: **123134**  
 Eenheidstandaarde: **NQF 1**

Apply herbicides to noxious weeds

*[Faint text and signature]*  
 Signature

**14 July 2017**

Datum van Uitreiking  
Date issued

**14 July 2020**

Vervaldatum  
Expiry Date

*[Signature]*  
 ETD Manager



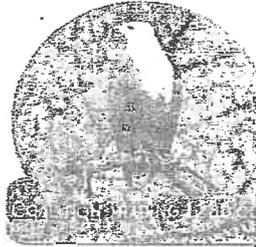
Accredited with Forestry Industry SETA  
 Accreditation Number: FPM-222-5-11114



CERTIFICATE NUMBER: CT10583



COMMUNITY SERVICE CENTRE  
2021-01-15



EK SERTIFISEER DAT HIERDIE DOKUMENT 'N WARE AFDRUK (AFSKRIF) IS VAN DIE OORSPRONKLIKE DOKUMENT WAT AAN MY VIR WAARNEMING VOORGELA IS. EK SERTIFISEER VERDER DAT VOLGENS MY WAARNEMINGS, DAAR NIE 'N WYSIGING OF VERANDERING OF DIE OORSPRONKLIKE DOKUMENT AANGEBRING IS NIE.

CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE ORIGINAL DOCUMENT WHICH WAS HANDED TO ME FOR AUTHENTICATION. I FURTHER CERTIFY THAT FROM MY OBSERVATIONS, AN AMENDMENT OR CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

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 NAME IN DRUKSKRIF / NAME IN PRINT: [Name]

**COALITION TRAINING & SKILLS DEVELOPMENT**

**CERTIFICATE OF ATTENDANCE**

*Sertifikaat van Bywoning*

Toegeken aan:

Awarded to:

**Bernadette Zelma Swarts**

I.D. 900410 0279 08 5

*Vir bywoning van 'n kursus in:  
For attendance of a course in:*

**CHAINSAW OPERATOR  
REFRESHER COURSE**

**Kragsaag Operateur  
Opknapkursus**

US: 117062 /123233

Fell trees with a chainsaw using the standard technique and felling levers  
Cut felled timber using a chainsaw and maintain chainsaw

07-11 March 2019

Kursus Datum / Course Date



Accredited with Forestry Industry SETA  
Accreditation Number: FPM-222-5-111114

[Signature]

ETD Manager



CERTIFICATE NUMBER: CT6869

SUID-AFRIKAANSE POLISIEDIERS  
PAARL OOS GDS  
04 NOV 2021  
CSC  
PAARL EAST  
SOUTH AFRICAN POLICE SERVICE

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 NAME IN DRUKSKRIF / NAME IN PRINT: [Name]





# MAIVEN

TRADING

## WORKERS PROFILE

FIREBREAK S  
ALIEN CLEARING  
FIREFIGHTING  
GARDEN MAINETENACE  
SUPPLY AND DELIVERY OF PALLETS

[jsamuels370@gmail.com](mailto:jsamuels370@gmail.com)

LIST OF WORKERS FOR T 2019/011 IAP CLEARING

ELROY SWARTS	-	9408165149085	MALE
EDWINA PHILANDER	-	8205050131082	FEMALE
NOMYELISA GABRILE	-	9410120813082	FEMALE
ANELISA JITA	-	9201051228083	FEMALE
JONATHAN KASSIEM	-	8811285080083	MALE
CHRISZENDA ABRAHAMS	-	00112406173084	FEMALE
SHUNINE OPPERMAN	-	9509300105088	FEMALE
BERNADETTE SWARTS	-	9004100279085	MALE
NGWENYA SPHIWE	-	9511135189089	MALE
OLWETHO BABE	-	9212041000086	FEMALE

ANNELINE murer - HERBICIDE  
 CALWIN WILLIAMS - FIRST AID / HERBICIDE  
 CLAUDIO FLORENCE - FIRST AID  
 PHEKHE ZINDUKA - CHAINSAW  
 ALEXIS DEWAR - INVASIVE SPECIES ID.