

CAPE WINELANDS DISTRICT
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

TENDER NUMBER: T 2023/048

**LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS
WITHIN THE AREA OF DRAKENSTEIN MUNICIPALITY FOR
THE PERIOD ENDING 30 JUNE 2024**

COMPANY NAME:

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POSTAL ADDRESS:

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GORDONS BAY

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Financial and Strategic Support Services
Supply Chain Management
Tel: 086 126 5263

T 2023/048
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A. TENDER NOTICE

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 Drakenstein Municipality.

The following information is available and must be obtained for guidance in determining costs of clearing:

- Densities of invasive species and site specifications
- Project site maps
- KMZ files of project sites [these files will geo locate the project sites]

Important notice: Prospective bidders are advised to inspect project sites before submission of bids.

Technical enquiries regarding this bid can be directed to Mr Quinton Balie at telephone no. 021 870 3209 or 082 377 5038.

Closing date: 11:00 on Friday, 11 August 2023.

Tender documents, in English, are available free of charge on the websites: 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 240.00 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**

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.

15. Persons in the service of the state

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

16. Specific Goals in terms of section 2 (1) (d) (i) and (ii) of the Preferential Procurement Policy Framework Act

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

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

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

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

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

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

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

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

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

Bidders other than EMEs

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

Bidders who qualify as EMEs

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

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

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

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

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

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

Registered auditors approved by IRBA

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

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

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

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

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

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

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

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

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

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

- For example, the approved thresholds for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively.
- An EME automatically qualifies as a level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice.
- An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME is required to submit a sworn affidavit confirming their annual total revenue of R 10 million or less and level of black ownership to claim points
- 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
- 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
- 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

16.2 LOCALITY

The programmes of the RDP (published in Government Gazette No. 16085 dated 23 November 1994) relevant to this Municipality in the context of preferential procurement specific goals are the promotion of enterprises located in a specific district for work to be done or services to be rendered in that District and the promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.

Bidders are required to submit the following in order to attain preference points for the promotion of this specific goal:

- **Municipal account in the name of the tenderer not older than 90 days.**
- **Lease agreement where the tenderer is the lessee of an official operating business premise; or**
- **An official letter from the bank confirming the registered business address of the tenderer.**

IN ORDER TO BE AWARDED PREFERENCE POINTS, ANNEXURE I. QUESTIONNAIRE AND ANNEXURE L. 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:

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

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

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

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

31. Municipal Rates, Taxes and Charges

A certified copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the 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. Construction Industry Development Board (CIDB) (If applicable)

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

33. Letter of Good Standing from the Commissioner of Compensation

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

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

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

34. Protection Of Personal Information

In submitting any information or documentation requested in this 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.

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

2. APPLICATION

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

3. GENERAL

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

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

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

6. PATENT RIGHTS

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

7. PERFORMANCE SECURITY

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

8. INSPECTIONS, TESTS AND ANALYSES

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

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

9. PACKING

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

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

10. DELIVERY AND DOCUMENTS

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

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

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

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

14. SPARE PARTS

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

15. WARRANTY

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

16. PAYMENT

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

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

17. PRICES

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

8. VARIATION ORDERS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

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

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

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

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

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

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

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

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

D. APPLICATION OF PREFERENCE POINT SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Regulation No. 2721 of 20 4 November 2022 provide for a preference points system. The applicable 80/20 preferential points system as set out in Preferential Procurement Regulations 2022 will be used to evaluate individual tenders

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 the following specific goals:
 - **B-BBEE status level of contributor** and “**Locality**”
- 50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard as follows:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	50% of 20	50% of 10
2	50% of 18	50% of 9
3	50% of 16	50% of 8
4	50% of 12	50% of 5
5	50% of 8	50% of 4
6	50% of 6	50% of 3
7	50% of 4	50% of 2
8	50% of 2	50% of 1
Non-compliant contributor	0	0

- 50% of the 20/10 points will be allocated to promote the specific goal of locality. Points will be allocated as follows:

No.	Requirement	Number of Points
1	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	5
2	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	2.5
3	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province	5
4	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province.	2.5

E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2023/047	Closing date:	11/08/2023	Closing time:	11h00
Description	LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN THE AREA OF DRAKENSTEIN MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder	FIONA H LAURENS				
Postal address	7 ACACIA RD, GORDONS BAY				
Street address	7 ACACIA RD, GORDONS BAY				
Contact person	FIONA				
Telephone number	Code	021	Number	2020594	
Cell phone number	083 798 5378 / 0798803086				
E-mail address	fiona.lauren@gmail.com				
VAT registration number					
COIDA certificate number	2022078673				
Tax compliance status	TCS PIN:	51124C1226	OR	CSD No:	MAAA069 8359
<p align="center">SPECIFIC GOALS IN TERMS OF THIS TENDER:</p> <ul style="list-style-type: none"> 50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard 50% of the 20/10 points will be allocated to promote the specific goal of locality and points will be allocated in terms of where the enterprise' head office or primary place of business or regional or satellite office is located 					
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		Proof of Locality [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	
B-BBEE status level sworn affidavit [tick applicable box]	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) AND PROOF OF LOCALITY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered			Total bid price	R	
Signature of bidder	FHLAURENS		Date	8/8/2023	
Capacity under which this bid is signed	OWNER				

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. INTRODUCTION

The Cape Winelands District Municipality invites tenders from contractors to clear invasive alien plant species in Drakenstein 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. Drakenstein 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 Bergriver Catchment that provide water to urban settlements in the Drakenstein 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 24 project sites located in Drakenstein municipal area:

DM 1 2023
DM 2 2023
DM 3 2023
DM 4 2023
DM 5 2023
DM 6 2023
DM 7 2023
DM 8 2023
DM 9 2023
DM 10 2023
DM 11 2023
DM 12 2023
DM 13 2023
DM 14 2023
DM 15 2023
DM 16 2023
DM 17 2023
DM 18 2023
DM 19 2023
DM 20 2023
DM 21 2023
DM 22 2023

DM 23 2023
DM 24 2023

The following information is available and must be obtained for guidance in determining costs of clearing:

- o Densities of invasive species and site specifications
- o Project site maps
- o KMZ files of project sites [these files will geo locate the project sites]

NB. Prospective bidders are advised to inspect project sites before submission of bids.

The Cape Winelands District Municipality will not be held accountable for any under quoting.

Technical enquiries regarding this bid can be directed to Mr Quinton Balie at telephone no. 021 870 3209 or 082 377 5038.

4. EVALUATION CRITERIA

- 4.1 The evaluation will be done per site and the CWDM reserves the right to award the tender to a single or multiple bidders; to perform invasive alien clearing.
- 4.2 A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.

A Letter of Good Standing for "tender purposes" from the Department of Employment and Labour will also be accepted.

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

The letter of Good Standing submitted must be valid on the closing date of Tender.

- 4.3 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.
- 4.4 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 2022.
- 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 below. The total minimum qualifying score for functionality is 18 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
- Schedule D:** Public Liability Insurance

5. DURATION OF TENDER

The tender will be valid for a period ending 30 June 2024

6. PROJECT DELIVERABLES

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

6.1.1 Timeous completion of invasive alien vegetation clearing per site;

6.1.2 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 quinton@capewinelands.gov.za

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.

9. PRESCRIBED PRICING SCHEDULE

If any products/services will not be tendered on, in such an instance no quote should be indicated on the pricing schedule.

Prospective bidders are advised to inspect project sites before determining a offer.

The Cape Winelands District Municipality will not be held accountable for any under quoting.

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	Gys Sacharias Syster : Supervisor		
Employer/ Client	Contact Person	Telephone number	Contract Start Date	Contract Completion date
JUANORE JAPHHA GARDEN & ORGANICS	JUANORE JAPHHA	082 957 0743	5-04-2023	26-06-2023
GARDEN & ORGANICS	JUANORE JAPHHA	082 957 0743	3-04-2023	4-05-2023
SPANBI	Ashley BALoyi Virgil Jacobs	079 561 5232 072 838 7207	16 March 21 16 Feb 22 1 Feb 22	31 March 21 31 March 22 27 Feb Kleinmuis
STELLEN BOSCH Municipality	ANDREAS September.	066 466 8551	02 September 2016 18 Septem 2016 08 sept 2016 20 June 2016	- 25 September 2016 - 30 Sept 2016 - 20 Sept 2016 - 30 July 2016.
NAMAKWA DISTRICT Municipality	MORNE DE WEE	078 401 2399	26 februarie 2015 18 maart 2015 27 Julie 2015 05 Augustus 2015 09 October 2015 26 November 2015	10 maart 2015 20 Julie 2015. 04 Augustus 2015 07 October 2015 20 November 2015 15 December 2015

RETURNABLE SCHEDULES

SCHEDULE C: QUALIFICATIONS OF SUPERVISOR OR CONTRACTED PROJECT TEAM MEMBER(S)

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	F. H. LOURENS	
Qualifications:	Training Institute		Is the certificate attached
1. First Aid - Valid certificate (must be valid on closing date of Tender)	UNION OPPELMAN : DUNMORE TRAINING & SKILLS DEVELOPMENT Certificate NO : 3208		<input checked="" type="radio"/> Yes <input type="radio"/> No
2. Herbicide Applicator (Must have been obtained within the last 5 years)	Certificate NO : CT119470 : COALITION TRAINING & SKILLS DEVELOPMENT Certificate NO : CT119465 : SKILLS DEVELOPMENT.		<input checked="" type="radio"/> Yes <input type="radio"/> No
3. Plant Identification (alien vs indigenous plants,	CERTIFICATE NO : 175222 : PRACTICAL SOLUTIONS CERTIFICATE NO : 175223 : PRACTICAL SOLUTIONS		<input checked="" type="radio"/> Yes <input type="radio"/> No
4. Chainsaw Operator- Valid (must be valid at submission of Tender)	SAMUEL ARNOLD CRJ SAFETY SOLUTIONS TEMBA QUTHE CRJ SAFETY SOLUTIONS		<input checked="" type="radio"/> Yes <input type="radio"/> No
5. Health & safety (must have been obtained within the last 5 years)	CERTIFICATE NO : 175186 : PRACTICAL SOLUTIONS CERTIFICATE NO : 175187 : PRACTICAL SOLUTIONS		<input checked="" type="radio"/> Yes <input type="radio"/> No

RETURNABLE SCHEDULES

SCHEDULE D: PUBLIC LIABILITY INSURANCE REGISTERED IN THE NAME OF THE CONTRACTOR/COMPANY

The bidder shall insert in the space provided below the name of insurer and company/contractor.

Projects are implemented in high-risk fire areas; it is essential that contractors must have valid public liability cover.

INSURANCE:	NAME OF COMPANY/CONTRACTOR: F.H. LOURENS (FLORA LOURENS)	
Insurer: Insurance certificate for public liability (sufficient cover per site or proof of policy schedule).	MIWAY BUSINESS INSURANCE Client no: 78621761 Policy no: 87783413	Yes/No <input checked="" type="radio"/> Yes / <input type="radio"/> No

G. FORM OF OFFER

OFFER

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

T 2023/048: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN THE AREA OF DRAKENSTEIN MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024

The bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the Conditions of Tender and offers to perform all of the obligations and liabilities under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount of be determined in accordance with the conditions of contract identified in the Conditions of Contract.

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

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

This offer may be accepted by the Cape Winelands District Municipality by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity Stated in the Conditions of Tender, whereupon the bidder becomes the party named as the Service Provider in the Conditions of Contract.

Signature(s): FH Laurens

Name(s): FIONA HEIDI LAURENS

Capacity for the Tenderer: OWNER

Name of organization: FIONA H LAURENS

Name and Signature of Witness: [Signature] Leon Laurens Date: 9/8/2023

Site description: DM 1_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days)	R 27 536,91
2	Transport costs	R 19 401,01
3	Herbicide costs	R 2503,36
4	Tools and equipment costs	R 2503,36
5	Personal protective equipment	R 3755,03
6	Administration	R 1251,68
7	Total profit/capital build-up	R 5006,71
8	Unemployment insurance fund (UIF) costs	R 625,84
	Sub-total	R 62 583,89
	15% VAT	R —
	Total	R 62 583,89

Site description: DM 2_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days)	R 24 237,92
2	Transport costs	R 17 076,72
3	Herbicide costs	R 2203,45
4	Tools and equipment costs	R 2203,45
5	Personal protective equipment	R 3305,17
6	Administration	R 1101,72
7	Total profit/capital build-up	R 4406,90
8	Unemployment insurance fund (UIF) costs	R 550,86
	Sub-total	R 55 086,19
	15% VAT	R —
	Total	R 55 086,19

Signature(s): Fiona H. Laupens

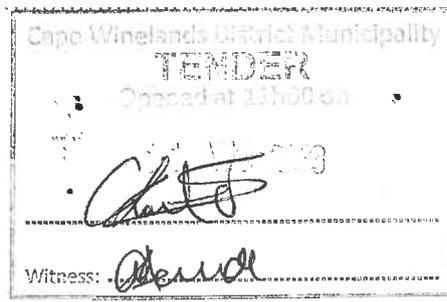
Name of organization: FIONA H. LAUPENS



Site description: DM 3_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days)	R 42043,53
2	Transport cost	R 29621,58
3	Herbicide cost	R 3822,14
4	Tools and equipment costs	R 3822,14
5	Personal protective equipment	R 5733,21
6	Administrative	R 1911,07
7	Total profit/contract build-up	R 7644,28
8	Unemployment insurance fund (UIF) costs	R 955,53
	Sub-total	R 95 553,48
	15% VAT	R —
	Total	R 95 553,48

Site description: DM 4_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days)	R 71 888,47
2	Transport cost	R 50 648,70
3	Herbicide cost	R 6535,32
4	Tools and equipment costs	R 6535,32
5	Personal protective equipment	R 9802,97
6	Administrative	R 3267,66
7	Total profit/contract build-up	R 13070,63
8	Unemployment insurance fund (UIF) costs	R 1633,83
	Sub-total	R 163 382,90
	15% VAT	R —
	Total	R 163 382,90

Signature(s): Fiona H. Laurens
 Name of organization: FIONA H LAURENS

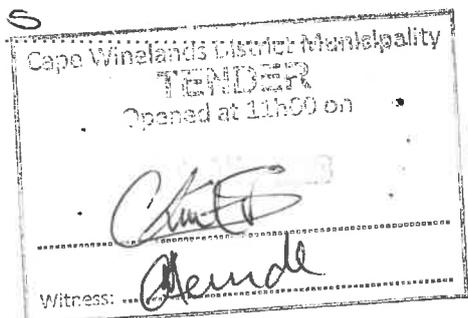


Site description: DM 5_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 18 109,04
2	Transport costs	R 12 758,64
3	Herbicide costs	R 16 46,28
4	Tools and equipment costs	R 16 46,28
5	Personal protective equipment	R 2 469,41
6	Administration	R 823,14
7	Total profit/capital build-up	R 3 292,55
8	Unemployment insurance fund (UIF) costs	R 411,57
	Sub-total	R 41 156,91
	15% VAT	R —
	Total	R 41 156,91

Site description: DM 6_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 52 154,32
2	Transport costs	R 36 745,09
3	Herbicide costs	R 4 741,30
4	Tools and equipment costs	R 4 741,30
5	Personal protective equipment	R 7 111,95
6	Administration	R 2 370,65
7	Total profit/capital build-up	R 9 482,60
8	Unemployment insurance fund (UIF) costs	R 1 185,33
	Sub-total	R 118 532,54
	15% VAT	R —
	Total	R 118 532,54

Signature(s): Fiona H. Larens

Name of organization: FIONA H. LARENS



Site description: DM 7_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 43 516,17
2	Transport costs	R 30 659,12
3	Herbicide costs	R 3956,02
4	Tools and equipment costs	R 3956,02
5	Personal protective equipment	R 5934,02
6	Administration	R 1978,01
7	Total profit/capital build-up	R 7912,03
8	Unemployment insurance fund (UIF) costs	R 989,00
	Sub-total	R 98900,39
	15% VAT	R —
	Total	R 98900,39

Site description: DM 8_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 35144,09
2	Transport costs	R 24760,61
3	Herbicide costs	R 3194,92
4	Tools and equipment costs	R 3194,92
5	Personal protective equipment	R 4792,38
6	Administration	R 1597,46
7	Total profit/capital build-up	R 6389,83
8	Unemployment insurance fund (UIF) costs	R 798,73
	Sub-total	R 79872,93
	15% VAT	R —
	Total	R 79872,93

Signature(s): F. Larens

Name of organization: FONA H LARENS

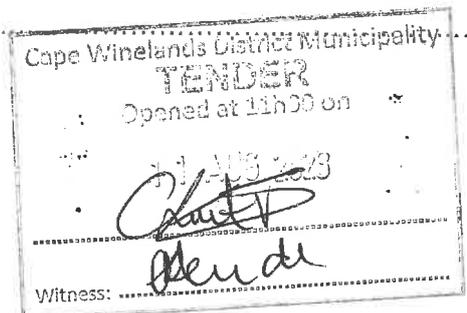


Site description: DM 9_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 45 117,47
2	Transport costs	R 31 787,31
3	Herbicide costs	R 4 101,59
4	Tools and equipment costs	R 4 101,59
5	Personal protective equipment	R 6 152,38
6	Administration	R 2 050,79
7	Total profit/capital build-up	R 8 203,18
8	Unemployment insurance fund (UIF) costs	R 10 250,40
	Sub-total	R 102 539,71
	15% VAT	R —
	Total	R 102 539,71

Site description: DM 10_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 53 896,90
2	Transport costs	R 37 972,82
3	Herbicide costs	R 4 899,72
4	Tools and equipment costs	R 4 899,72
5	Personal protective equipment	R 7 349,58
6	Administration	R 2 449,86
7	Total profit/capital build-up	R 9 799,44
8	Unemployment insurance fund (UIF) costs	R 12 240,93
	Sub-total	R 122 492,96
	15% VAT	R —
	Total	R 122 492,96

Signature(s): *F. Larens*

Name of organization..... *FONA H LARENS*



Site description: DM 11_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 54 188,40
2	Transport costs	R 38 178,19
3	Herbicide costs	R 4 926,22
4	Tools and equipment costs	R 4 926,22
5	Personal protective equipment	R 7 389,33
6	Administration	R 2 463,11
7	Total profit/capital build-up	R 9 852,44
8	Unemployment insurance fund (UIF) costs	R 1 231,55
	Sub-total	R 123 155,45
	15% VAT	R —
	Total	R 123 155,45

Site description: DM 12_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 23 489,81
2	Transport costs	R 16 549,64
3	Herbicide costs	R 2 135,44
4	Tools and equipment costs	R 2 135,44
5	Personal protective equipment	R 3 203,16
6	Administration	R 1 067,72
7	Total profit/capital build-up	R 4 270,88
8	Unemployment insurance fund (UIF) costs	R 533,86
	Sub-total	R 53 385,94
	15% VAT	R —
	Total	R 53 385,94

Signature(s): F. Larens

Name of organization: FIONA H LARENS



Site description: DM 13_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 6600,00
2	Transport costs	R 4650,00
3	Herbicide costs	R 600,00
4	Tools and equipment costs	R 600,00
5	Personal protective equipment	R 900,00
6	Administration	R 300,00
7	Total profit/capital build-up	R 1200,00
8	Unemployment insurance fund (UIF) costs	R 150,00
	Sub-total	R 15000,00
	15% VAT	R —
	Total	R 15000,00

Site description: DM 14_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 15400,00
2	Transport costs	R 10850,00
3	Herbicide costs	R 1400,00
4	Tools and equipment costs	R 1400,00
5	Personal protective equipment	R 2100,00
6	Administration	R 700,00
7	Total profit/capital build-up	R 2800,00
8	Unemployment insurance fund (UIF) costs	R 350,00
	Sub-total	R 35000,00
	15% VAT	R —
	Total	R 35000,00

Signature(s): Fiona H Laurens

Name of organization: Fiona H Laurens

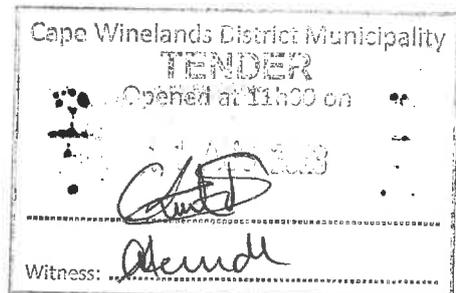
Cape Winelands District Municipality	
TENDER	
Opened at 11h00 on	
21 Nov 2023	
<u>[Signature]</u>	
Witness:	<u>[Signature]</u>

Site description: DM 15_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 17600,00
2	Transport costs	R 12400,00
3	Herbicide costs	R 1600,00
4	Tools and equipment costs	R 1600,00
5	Personal protective equipment	R 2400,00
6	Administration	R 800,00
7	Total profit/capital build-up	R 3200,00
8	Unemployment insurance fund (UIF) costs	R 400,00
	Sub-total	R 40 000,00
	15% VAT	R —
	Total	R 40 000,00

Site description: DM 16_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 17600,00
2	Transport costs	R 12400,00
3	Herbicide costs	R 1600,00
4	Tools and equipment costs	R 1600,00
5	Personal protective equipment	R 2400,00
6	Administration	R 800,00
7	Total profit/capital build-up	R 3200,00
8	Unemployment insurance fund (UIF) costs	R 400,00
	Sub-total	R 40 000,00
	15% VAT	R —
	Total	R 40 000,00

Signature(s): *Fiona H Laurens*

Name of organization... *FIONA H LAURENS*

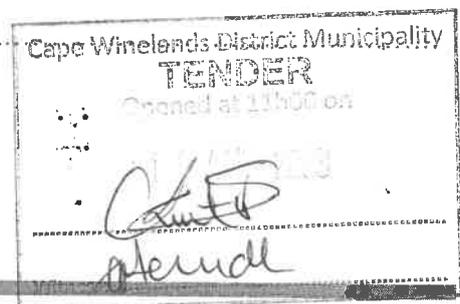


Site description: DM 17_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 6600,00
2	Transport costs	R 4650,00
3	Herbicide costs	R 600,00
4	Tools and equipment costs	R 600,00
5	Personal protective equipment	R 900,00
6	Administration	R 300,00
7	Total profit/capital build-up	R 1200,00
8	Unemployment insurance fund (UIF) costs	R 150,00
	Sub-total	R 15000,00
	15% VAT	R —
	Total	R 15000,00

Site description: DM 18_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 8800,00
2	Transport costs	R 6200,00
3	Herbicide costs	R 800,00
4	Tools and equipment costs	R 800,00
5	Personal protective equipment	R 1200,00
6	Administration	R 400,00
7	Total profit/capital build-up	R 1600,00
8	Unemployment insurance fund (UIF) costs	R 200,00
	Sub-total	R 20000,00
	15% VAT	R —
	Total	R 20000,00

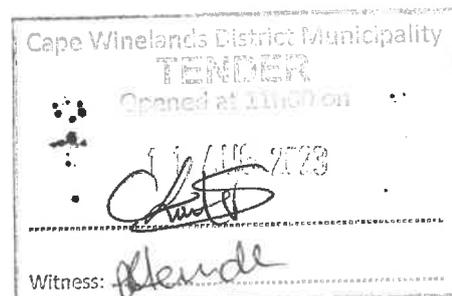
Signature(s): FH Laurens

Name of organization: FONA H LAURENS



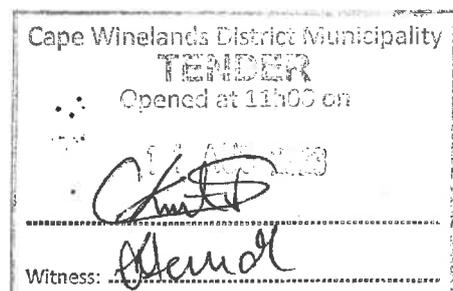
Site description: DM 19_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 17 600,00
2	Transport costs	R 12 400,00
3	Herbicide costs	R 1 600,00
4	Tools and equipment costs	R 1 600,00
5	Personal protective equipment	R 2 400,00
6	Administration	R 800,00
7	Total profit/capital build-up	R 3 200,00
8	Unemployment insurance fund (UIF) costs	R 400,00
	Sub-total	R 40 000,00
	15% VAT	R —
	Total	R 40 000,00

Site description: DM 20_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 7 040,00
2	Transport costs	R 4 960,00
3	Herbicide costs	R 640,00
4	Tools and equipment costs	R 640,00
5	Personal protective equipment	R 960,00
6	Administration	R 320,00
7	Total profit/capital build-up	R 1 280,00
8	Unemployment insurance fund (UIF) costs	R 160,00
	Sub-total	R 16 000,00
	15% VAT	R —
	Total	R 16 000,00



Site description: DM 21_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 13 718,56
2	Transport costs	R 965,35
3	Herbicide costs	R 1247,14
4	Tools and equipment costs	R 1247,14
5	Personal protective equipment	R 1870,71
6	Administration	R 623,57
7	Total profit/capital build-up	R 2494,28
8	Unemployment insurance fund (UIF) costs	R 311,79
	Sub-total	R 31 178,54
	15% VAT	R —
	Total	R 31 178,54

Site description: DM 22_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 17 731,03
2	Transport costs	R 12 492,31
3	Herbicide costs	R 1611,91
4	Tools and equipment costs	R 1611,91
5	Personal protective equipment	R 2417,87
6	Administration	R 805,96
7	Total profit/capital build-up	R 3223,82
8	Unemployment insurance fund (UIF) costs	R 402,98
	Sub-total	R 40297,78
	15% VAT	R —
	Total	R 40297,78

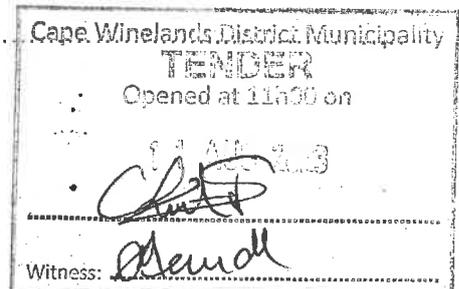


Site description: DM 23_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 6600,00
2	Transport costs	R 4650,00
3	Herbicide costs	R 600,00
4	Tools and equipment costs	R 600,00
5	Personal protective equipment	R 900,00
6	Administration	R 300,00
7	Total profit/capital build-up	R 1200,00
8	Unemployment insurance fund (UIF) costs	R 150,00
	Sub-total	R 15000,00
	15% VAT	R —
	Total	R 15000,00

Site description: DM 24_2023		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 6471,64
2	Transport costs	R 4559,57
3	Herbicide costs	R 588,33
4	Tools and equipment costs	R 588,33
5	Personal protective equipment	R 882,50
6	Administration	R 294,17
7	Total profit/capital build-up	R 1176,66
8	Unemployment insurance fund (UIF) costs	R 147,08
	Sub-total	R 14708,28
	15% VAT	R —
	Total	R 14708,28

Signature(s): F. Larens

Name of organization: FIONA H. LARENS



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 2023/048: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN THE AREA OF DRAKENSTEIN MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024	
 Mr P Williams Executive Director: Community Development & Planning Services	17/02/2024 Date
 Me. E Niemand Witness	17/02/2024 Date

I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number
LOURENS FIONA HEIDI	FIONA HEIDI	6707180128088	—

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

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

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

Name of Business/Entity: FIONA H. LOURENS

1	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on race .	100 %
2	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on gender .	100 %
3	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on disability .	%
Please Circle your answer below:		
4	Is your business established within the area of jurisdiction of the District Municipality?	In / Out
5	Is your business established within the area of jurisdiction of the Western Cape Province?	In / Out

Full Names:			
Organ of State:		Position:	

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

3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
--------	---	--	--

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

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

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

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

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
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3.13.1	If yes, furnish particulars.		
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3.14	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	No
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3.14.1	If yes, furnish particulars.		
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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)?	Yes	No
3.15.1	If yes, furnish particulars.		
3.16	Was the supplier or any director/ member/ trustee/ principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
3.16.1	If yes, furnish particulars.		
3.17	Does the supplier or any director/ member/ trustee/ principle shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
3.17.1	If yes, furnish particulars. The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted every three months – provide individual information in the schedule under par. 4.		
3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
3.18.1	If yes, furnish particulars.		

4 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	% Shareholding in company	Personal Tax Reference Number	State Employee Number (Persal)	Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i>
1	FIONA HEIDI LAURENS	6707180128088	100 %	2346183144	—	221502078
2						
3						
4						
5						
6						
7						
8						
9						
10						

I, the undersigned, 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.

F. Carels
Signature

10/8/2023
Date

F. Carels OWNER
Capacity of Signatory

Fiona H. Laurens
Name of Bidder/Company/CC Name

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

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

Commissioner of Oaths

Signed and sworn to before me at Gordons Bay
on this the 10 day of August 2023 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 SGF GR. COETZEE
Position: SECRETARY
Address 2 VAN DER BEEK STREET, GORDONS BAY
Tel: 021 85 628 77

Apply official stamp of authority on this page:

2023-08-10
SOUTH AFRICAN GOVERNMENT

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

K. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED (MBD 5))

For all procurement expected to exceed R10 (all applicable taxes included), bidders must complete the following questionnaire:

1.	Are you by law required to prepare annual financial statements for auditing?	Yes / No <input checked="" type="checkbox"/>
1.1	<p>If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</p> <p>.....</p> <p>.....</p> <p>.....</p>	
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes / No <input checked="" type="checkbox"/>
2.1	<p>If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.</p>	
2.2	<p>If yes, provide particulars.</p> <p>.....</p> <p>.....</p> <p>.....</p>	
3	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract?	Yes / No <input checked="" type="checkbox"/>
3.1	<p>If yes, furnish particulars.</p> <p>.....</p> <p>.....</p> <p>.....</p>	
4	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes / No <input checked="" type="checkbox"/>

4.1	<p>If yes, furnish particulars.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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CERTIFICATION

I, THE UNDERSIGNED (NAME) FIONA Heidi LaRENS
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

FHLaRENS
 Signature

9/8/2023
 Date

OWNER
 Position

FIONA H LaRENS
 Name of Bidder

- (d) "Proof of locality" means a –
- 1) municipal account in the name of the tenderer not older than 90 days;
 - 2) lease agreement where the tenderer is the lessee; or
 - 3) an official letter from the bank confirming the registered business address of the tenderer;
- (e) "Proof of B-BBEE status level of contributor" means the B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- (f) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

Name and surname	Fiona Heidi Laurens
Signature(s) of bidder(s)	
Date	9/8/2023
Address	7 ACACIA RD GORDONS BAY

PART 2 (TO BE FILLED IN BY THE PURCHASER)

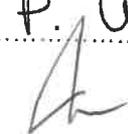
1. I, P Williams in my capacity as Executive Director Community Development and Planning accept your bid under reference number T 2023/048 dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions 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.

TENDER NUMBER & DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	DELIVERY PERIOD	B-BBEE STATUS LEVEL
T 2023/048: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN THE AREA OF DRAKENSTEIN MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024	Various Prices	30/06/24	1

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

Signed at Stellenbosch on 17/02/2024

Name (Print) P. Williams

Signature 

Witness 1  Date 17/02/2024

Witness 2  Date 17/02/2024

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

F.H. Larens
Signature

9/8/2023
Date

OWNER
Position

FIONA H. LARENS
Name of Bidder

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

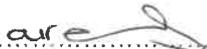
P. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
Fiona Heidi Laurens	7 ACACIA RD	221502078	COCT
	GORDONS BAY		

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

DECLARATION:

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

FHL 
 Signature

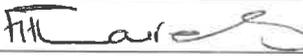
9/8/2023
 Date

OWNER
 Position

Fiona H Laurens
 Name of Bidder

Q. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs FIONA HEIDI LAURENS
 acting in his/her capacity as OWNER
 of the business trading as FIONA H LAURENS to sign all
 documentation in connection with Tender T 2023/048

Name of members / directors	Signature	Date
FIONA HEIDI LAURENS		9/8/2023

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

R. 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.

Please attached a letter from your bank confirming your banking details.

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.

FH Laubs
INITIALS AND SURNAME:

FH Laubs
AUTHORISED SIGNATURE:

9/8/2023
DATE:

083 798 5378
TELEPHONE NUMBER:

S. 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:

Form G - Form of offer Is the form duly completed and signed?	Yes		No	
Form J – Declaration of Interest (MBD 4) Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes		No	
Form K – Declaration for procurement above R10 million Is the form duly completed and signed?	Yes		No	
Form L – Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (MBD 6.1) Is the form duly completed and signed?	Yes		No	
Form N - Declaration of bidder's past supply chain management practices – MBD 8 Is the form duly completed and signed?	Yes		No	
Form O - Certificate of Independent Bid Determination (MBD 9) Is the form duly completed and signed?	Yes		No	
Form P – Municipal Rates and services Is a certified copy of the bidder's and those of its director's municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	Yes		No	
Form Q – Authority for Signatory Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
Form T - Capability of bidder Is the form duly completed and signed?	Yes			
Tax Compliance Status Is your unique personal identification number (pin) issued by SARS attached?	Yes		No	
Additional documents applicable to this specific tender:				
Company profile Is a company profile indicating relevant project experience and a list of clients for whom these projects were undertaken attached?	Yes	X	No	

Failure to submit the following will not lead to disqualification, but the tenderer will score 0 preference points for specific goals during the evaluation of tender offers.

B-BBEE Certificate Is a certified copy of the B-BBEE or Original certificate attached?	Yes	X	No	
Proof of Locality Are the following attached where applicable?				
<ul style="list-style-type: none"> • Municipal account in the name of the tenderer not older than 90 days; • Lease agreement where the tenderer is the lessee of an official operating business premise; or • an official letter from the bank confirming the registered business address of the tenderer; 	Yes	X	No	

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

Signature: F. Laurens

Date: 9/8/2023

T. CAPABILITY OF BIDDER

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

All bidders must provide proof of their ability to render the services applicable to the deliverables as explained in this tender and it must be submitted with the Bid or within a reasonable timeframe to be agreed upon between the Cape Winelands District Municipality and the successful service provider.

Company Name	GARDEN & ORGANICS
Description of project	Cleaning of INVASIVE Alien Plants
Contact person name	JUANDRÉ JAPHTA
Contact person telephone number	0829570743
Value of project	± R52 521,66

Company Name	CAPE WINELANDS District Municipality
Description of project	CLEARING OF INVASIVE Alien Plants
Contact person name	MR QUINTON BARIE
Contact person telephone number	021-8703209
Value of project	R 6384,35 R 9094,39 = R15478,74

Company Name	SANBI
Description of project	EMERGING INVASIVE SPECIES (PLANTS)
Contact person name	VIRGIL JACOBS. Ashley Balozi
Contact person telephone number	072 8387207 Ashley Balozi 0795615232
Value of project	R 92 724,05 R 76 724,05

Company Name	SANBI
Description of project	cleaning of EMERGING INVASIVE Plant SPECIES
Contact person name	VIRGIL JACOBS Ashley Balozi
Contact person telephone number	072 838 7207 AS 0795615232
Value of project	R 48 841,93 STAN RUM