

ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

- . 1. Q 2020/110: NON-PUBLIC APN FOR THE CAPE WINELANDS DM MUNICIPAL HEALTH SERVICES
- · 2. Q 2020/115: MINOR BUILDING REPAIR WORK CWDM OFFICES WORCESTER
- · 3. Q 2020/116: SUPPLY AND INSTALL AIR CONDITIONERS
- 4. Q 2021/042: PROVISION AND MAINTENANCE OF CHEMICAL TOILETS AT SANDHILLS ON A MONTH-TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021

| Lorna van | Nicker L. hereb | y acknowledge | receipt of the fo | llowing oriç | ginal tender and |
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| quotation documents: | 100 | 1 1 | | 9 1 | |
| Received by | Le | | Date | W/08/ | 2021 |
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Q 2021/042

PROVISION AND MAINTENANCE OF CHEMICAL TOILETS AT SANDHILLS ON A MONTH-TO-MONTH BASIS FOR THE **PERIOD COMMENCING ON 01 JULY 2021**

| COMPANY NAME: | SANITECH A DIVISION OF WARO AFRICA (PG)L | \mathcal{D} |
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| 001111711111111111111111111111111111111 | Da David | |
| POSTAL ADDRESS: | P.O. BOX 411 | |
| | PARON | |
| | 7490 | |

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

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

Fax: 086 688 4173

Q 2021/042 PROVISION AND MAINTENANCE OF CHEMICAL TOILETS AT SANDHILLS ON A MONTH-TOMONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021

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A. QUOTATION NOTICE

Formal Written Price Quotations are hereby invited from suitably qualified and experienced Service Providers with a core business in providing and maintaining chemical toilets in the De Doorns rural area.

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

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

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

Duly completed quotations must be enclosed in a (separate) sealed envelope and endorsed with the relevant quotation number and description on the envelope/s. The sealed quotations must be placed in the official quotations box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch, before **11h00 on Thursday**, **24 June 2021**.

HF PRINS MUNICIPAL MANAGER

B. GENERAL CONDITIONS AND INFORMATION

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

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

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

1. Acceptance or Rejection of a Quotations

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

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

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

2. Validity Period

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

3. Registration on Accredited Supplier Database

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

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

4. Completion of Quotations Documents

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

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

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

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

5. Authorised Signatory

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

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

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

6. Site / Information Meetings

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

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

7. Quantities of Specific Items

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

8. Expenses Incurred in Preparation of Quotations

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

9. Contact with Municipality after Quotations Closure Date

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

10. Opening, Recording and Publications of Quotations Received

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

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

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

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

11. Evaluation of Quotations

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

12. Subcontracting

The Contractor shall not subcontract the whole of the contract.

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

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

13. Extension of Contract

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

14. Past Practices

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

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

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

15. Persons in the service of the state

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

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

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

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

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

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

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

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

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

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

Bidders other than EMEs

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

Bidders who qualify as EMEs

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

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

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

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

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

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

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

Registered auditors approved by IRBA

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

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

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

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

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

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

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

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMES

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

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

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

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

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

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

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

17. Application

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

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

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

18. Standards

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

19. Information and Inspection

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

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

20. Governing Language

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

21. Payments

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

Payment will be made in Rand unless otherwise stipulated.

22. Prices and Evaluation of bids

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

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

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

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

The period of restriction; and

The reasons for the restriction

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

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

- 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.

case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Termination for Insolvency

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

25. Settlement of Disputes

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

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

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

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

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

26. Applicable Law

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

27. Notices

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

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

28. Taxes and duties

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

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

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

29. Value-added tax (VAT) on invoices

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

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

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

The VAT registration number of the District Municipality is 4700193495.

30. Tax Clearance Certificate

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

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

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

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

31. Municipal Rates, Taxes and Charges

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

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

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

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

The purpose of this document is to:

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

1. **DEFINITIONS**

The following terms shall be interpreted as indicated:

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

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 nonrefundable 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

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

- 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.
- 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.

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

17. PRICES

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

8. VARIATION ORDERS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

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

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

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

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

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

24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

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

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

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

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

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

32. TAXES AND DUTIES

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

33. TRANSFER OF CONTRACTS

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

34. AMENDMENT OF CONTRACTS

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

35. PROHIBITION OF RESTRICTIVE PRACTICES

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s)concerned.

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

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

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

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

The points are awarded as follows:

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

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

E. INVITATION TO BID - MBD1

| YOU ARE HERE | BY INVITED T | | QUIREME PAL ENTI | | OF THE (NAME | OF | MUNICIPALITY/ | |
|--|---------------|-----------------------------|-------------------------|---|------------------------------------|--------|---------------------------------------|--|
| Quotation number: | Q 2021/042 | Closing date: | 24/06/2 | 2021 Closing time: | | e: | 11h00 | |
| Description | MONTH-TO- | MONTH BASIS | FOR THE | PERI | OD COMMEN | CING | T SANDHILLS ON A S ON 01 JULY 2021 | |
| THE SUCCESSFU | JL BIDDER WI | | KED TO FII M (MBD7). | | AND SIGN A V | VKII | IEN CONTRACT | |
| BID RESPONS | | TS MAY BE DE | POSITED | IN TH | | ox s | ITUATED AT: | |
| | 29 | SUPPLIER | | | | M.S. | | |
| Name of bid | lder | SAMITA | ECH A | Di | IVISION OF | = W | laco Afeca (Pg)1 | |
| Postal addre | ess | P.O. B | DX L | 41, | PARON | J [| T490. | |
| Street addre | ess | HMILLA | ~ 50 | M | nervet In | DUS | STRIA , TLEA. | |
| Telephone nu | mber | Code | 150 | | Number | 3 | 364634 | |
| Cell phone nu | mber | 083r | 4470 | 53 | .\ | | | |
| E-mail addre | ess | Frace | 162 | jor | intech. | Cc | 39. | |
| VAT registration | number | 444 | -02C | 5 0 | 539 | | | |
| Tax compliance | status | TCS PIN: \8\iu\i | | | | | MAAA | |
| B-BBEE status level verification certificate [tick applicable box] | | |] no | B-BBEE status level sworn affidavit | | | ☐ Yes ☐ No | |
| [A B-BBEE STATUS | LEVEL VERIF | ICATION CERT | TIFICATE ! | SWO | RN AFFIDAVI | T (FC | OR EMES & QSEs) | |
| MUST BE SUBMITTE | | TO QUALIFY F | OR PREF | | | | -BBEEJ | |
| Are you the acc representative in Sou | | □Yes □Nor | | | e you a foreigi sed supplier fo | | □Yes □No | |
| the goods / service offered? | s / works | [If yes enclose | e proof] | | goods / service vorks offered? | s/ | [If yes, answer part b:3 | |
| Total number of iter | ns offered | OHE | | Total | bid price | | R42906.50 | |
| Signature of b | | Pos | > 1 | Date | | | 186/2021 | |
| Capacity under whic signed | h this bid is | PRANC | N | An" | ACER. | | | |
| | TECHNIC | AL INFORMAT | ION MAY | BE DI | RECTED TO: | 30 111 | | |
| Contact pers | son | C. Swart | | | | | | |
| Telephone nui | mber | 023 348 2300 | | | | | | |
| E-mail addre | ess | christo@capew | vinelands.g | ov.za | | | | |
| | BIDDING P | ROCEDURE EN | NQUIRIES | MAY | BE DIRECTED |) | | |
| Contact pers | son | Elmine Nieman | d | | | | | |
| Telephone nui | mber | 021 888 5175 | | | | | | |
| F-mail addre | 200 | elmine@canewinelands.gov.za | | | | | | |

| | | ERMS AND COM | NUTTIONS FOR | BIDDING - PART | |
|--------|--|---|---|---|---|
| 1.1. | Bids must be delivered | 1. ed by the stipulate | BID SUBMISS ed time to the co | | e bids will not be accepte |
| | for consideration. | | | | |
| 1.2. | All bids must be subm | nitted on the officia | al forms provided | l-(not to be re-typed | d) or online |
| 1.3. | | ions, 2017, the G | | | Act and the Preferentia CC) and, if applicable, an |
| | | | MPLIANCE RE | | |
| 2.1 | Bidders must ensure | • | _ | | |
| 2.2 | Bidders are required enable the organ of | | | | r (pin) issued by SARS to |
| 2.3 | Application for the tal order to use this provwww.sars.gov.za. | x compliance stat ision, taxpayers v | tus (TCS) certific vill need to regis | cate or pin may als ter with SARS as e | so be made via e-filing. I e-filers through the websit |
| 2.4 | Foreign suppliers mus | st complete the pro | e-award questior | nnaire in part b:3. | |
| 2.5 | Bidders may also sub | mit a printed TCS | certificate togeth | ner with the bid. | |
| 2.6 | In bids where consor | | | tors are involved, e | each party must submit |
| 2.7 | Where no TCS is ava | | dder is registere | d on the central su | upplier database (CSD), a |
| | 3. | QUESTIONNAIR | E TO BIDDING | FOREIGN SUPPLI | ERS |
| 3.1. | Is the entity a resident | of the republic of | South Africa (R | SA)? | ¥ Yes ☐ No |
| 3.2. | Does the entity have a | a branch in the RS | SA? | | √ Yes □ No |
| 3.3. | Does the entity have a | a permanent estab | olishment in the F | RSA? | ¥⊒″Yes ☐ No |
| 3.4. | Does the entity have a | any source of inco | me in the RSA? | | Yes No |
| 3.5. | Is the entity liable in th | e RSA for any for | m of taxation? | | √ Yes No |
| If the | e answer is "no" to a tus system pin code | II of the above, ti from the South A | nen it is not a re African Revenue 2.3 above. | equirement to regis Service (SARS) a | ster for a tax compliance and if not register as per |
| ١ | - | _ | - | culars may rend s in the service | der the bid invalid. of the state. |
| - ion- | atura (a): | A | 203 | | |
| oigna | ature(s): | | 1 | | |
| vame | e(s): | | en Ra | | |
| Сара | city for the Tenderer | | | JANAGE | X |
| Date: | 18 | ~ ∞ , ∋ | 691 · | | |

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. INTRODUCTION

The Cape Winelands District Municipality (CWDM) intends to invite quotations from suitably qualified and experienced contractors to provide and maintain chemical toilets in Sandhills an informal settlement in the De Doorns area on a month-to-month basis for the period commencing on 01 July 2021.

2. BACKGROUND

The supplier / contractor must provide and deliver 105 chemical toilets to designated positions in Sandhills. The toilets need to be maintained / serviced by the supplier twice a week for a 2-month period. The duration of this contract will be from 1 July 2021 and not exceeding 30 June 2022.

SCOPE OF WORK

- 3.1) The supplier / contractor must provide and deliver the chemical toilets to designated positions in Sandhills.
- 3.2) The number of toilets will be 105.
- 3.3) The toilets need to be maintained / serviced by the supplier on a regular basis (Pricing as per quotation should be for twice a week for a month) in a manner that it does not let to any nuisance for the community who use it.
- 3.4) If toilets are damaged, it needs to be replaced immediately and all cost will be for the supplier / contractor.
- 3.5) All insurances are for the supplier / contractor's account.

4. REMUNERATION

- The rate to be entered into the official Tender Form must be to maintain and service 105 toilets per month (twice a week).
- The successful tenderer will be remunerated per 105 toilets delivered and maintained / serviced per month.
- The successful tenderer will be remunerated as priced in the Bill of Quantities for work completed.
- Any fees or remuneration are inclusive of Value Added Tax.
- No retention money will be deducted.

5. EVALUATION

The service provider's core business must be that of a chemical toilet service provider. A Company profile needs to be attached for evaluation purposes. If not attached, the tender will be disqualified. The quotation price must be for servicing 105 toilets twice a week per month and will be used as the price to be used in the evaluation process.

6. DELIVERABLES

A minimum amount of 105 chemical toilets needs to be provided and serviced / maintained twice a week as per scope of work.

H. ACCEPTANCE

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

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

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

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

| ACCEPTANCE (to be completed by the Cape Winelar Q 2021/042: PROVISION AND MAINTENANCE OF CHEMION A MONTH-TO-MONTH BASIS FOR THE PERIOD COMME | CAL TOILETS AT SANDULLS |
|--|-------------------------|
| Mr. F. van Eck Executive Director: Technical Services | 2007/2001 Date |
| AUCUONO Me. E Niemand Witness | 2007/2001 Date |

| I. | QUESTIONNAIRE | | | | | | |
|--|--|---|---|--|--|--|--|
| | List all partner | s / members / directors | of this enterpr | ise | | | |
| | Van / Surname / Ifani | Voornaam / First name / Amagama | ID Nr./No. Inombolo | State Employee Number | | | |
| | 10 | | | | | | |
| | - Out | | 4 | | | | |
| - | (1) | | | | | | |
| 4 | X - | | | | | | |
| | BROAD-BASED BL | ACK ECONOMIC EMPOV | VERMENT (Act 5 | 3 of 2003) | | | |
| moet 'n u Geb Swart E telkaart | Om Voorkeurpunte te eis gesertifiseerde afskrif van alanseerde Breë Basis konomiese Bemagtigings- voorgelê word <u>tesame</u> e MBD 6.1 Eisvorm vir | NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card must be submitted with the MBD 6.1 Claim Form. | QAPHELA! Ukuba ibango lamanqaku kufuneka ukuba isice eqinisekisiweyo ye Based Black Econon Score Card ihambe MBD 6.1 Claim Form | akhethekileyo, elo sakho sekopi Balanced Broad- nic Empowerment kunye nefomu eyi | | | |
| in the same of the | 'ir many indicating bosock: / For | more information please visit: / Inkcul | cach ezithe vetshe uzaku | zifumana aph: | | | |
| V | The Departr South African Nationa | nent of Trade and Industry: <u>http://b</u> Il Accreditation System: http://www | ee.thedti.gov.za/ | | | | |
| **1. | Persentasie aandeelhouding van onregverdige diskriminas Percentage of shareholding o unfair discrimination based or | f persons (HDI) in the business historicall n race . vishishini elalisakuthinteleka ekuxhamleni | stories benadeel is as gevo | of 51.56% | | | |
| 2. | | | | | | | |
| 3. | van onregverdige diskriminas Percentage of shareholding o unfair discrimination based or | vishishini elalisakuthinteleka ekuxhamleni | y disadvantaged because | of % | | | |
| 4. | Persentasie aandeelhouding | van persone geklassifiseer as jeug . (18 – f persons in the business classified as yo o b kwinkonzo zoshishino ababizwa ngokub | uth. (18 – 35 Years old) | % | | | |
| 5. | Is u besigheld geleë binne die | jurisdiksie van die Distriksmunisipaliteit? | In / Uit | In/Ngaphakathi | | | |
| | Is your business established v | within the area of jurisdiction of the District ngingqi elawulwa nguMasipala wesithili? I | t Municipality? In / Out | Uit/Out/Ngapha ndle | | | |
| 6. | Maak u gebruik van plaaslike | arbeid (werkskepping)? Ja / Nee | V | Ja/Yes/Ewe | | | |
| ** | Do you make use of local labor | our (job creation)? Yes / No velayo odalo lomsebenzi (ukudala umseb | enzi)? Ewe / hayi | Nee/No/Hayi | | | |

| 3.10 | have any service of | 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? | | | | | | | | | | | |
|------------------|---------------------------------------|--|------------------|--------------|------------|------------------------------|--------------|--------------|-------------|------------|--|-------------|------------|
| 3.10.1 | If yes, furr | ish parti | cular | s. (P | lea | se w | rite | in Bl | ock | Le | tters. Add separate pa | ge if more | than one.) |
| SA ID N | lumber: | | | | | | | | | | Relation: | | |
| Surnan | ie: | | | | | | | | | | Persal No: | | |
| Full Na | mes: | | | | | | | | | | Prince See Stranger | | |
| Organ | of State: | | | | | | | | | | Position: | | |
| 3.11 | any directi | or/ memi e of the | ber/ tı state | ruste who | e/ p ma | orinci _l ay be | ple : inv | shar olve | eho d w | ide ith | other) between you or or and any persons in the evaluation and/or ? | Yes | No |
| 3.11.1 | If yes, furr | nish parti | cular | s. (P | lea | se w | rite | in B | lock | Le | etters. Add separate pa | ige if more | than one.) |
| SA ID N | lumber: | | | | | | | | | | Relation: | | |
| Surnan | ne: | | | _ | 1 | | | | | | Persal No: | | |
| Full Na | mes: | | | | | | | | | | | | |
| Organ | of State: | | | | | | | | | | Position: | | |
| 3.12.1 3.12.1 | state? | | | | | _ | _ | | | | etters. Add separate pa | age if more | than one.) |
| Surnan | | | | | _ | | | | | _ | Persal No: | | |
| Full Na | | | | | | | | | | | は記されること (A)参与 | | |
| | of State: | | | | | | | | | | Position: | | |
| Olgan | or Ottorio. | | | | | | | | | | DECEMBER OF THE PROPERTY OF TH | | |
| 3.13 | stakeholde | ers of th | is co | mnai | nv ł | have | anv | / inte | eres | t ir | shareholder/ n any other related dding for this contract. | Yes | No |
| 3.13.1 | If yes, furr | • | | | | ļ | | | | | | | |
| 3.14 | Is the sup on the Na from doing | tional Tr | easui | ry's d | lata | base | as | a cc | tee/ mp: | pri any | inciple shareholder liste v or person prohibited | Yes | No |
| 3.14.1 | If yes, furr | | | | | | | | | | | | |

| | Is the supplier or any director/ member/ trustee/ principle shareholder | | |
|--------|--|----------------------------------|------------------------|
| 3.15 | the Prevention and Combating of Corrupt Activities Act (No.12 of 2004) | Yes | No |
| | If yes, furnish particulars. | | \perp |
| 3.15.1 | | | |
| | | | •••••• |
| | Was the supplier or any dispate of | | |
| 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) |
| | If yes, furnish particulars. | | |
| 3.16.1 | | | |
| | | | |
| | Does the supplier or any dispeter/ | | |
| 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 |
| | If yes, furnish particulars. | | |
| | | | |
| 0.4 | | 98 | () • • • • • • (ii) |
| 3.17.1 | 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 at than three (3) months unless arrangements have been made with the municipality to settle sucleading the service of the se | ire in arrears n arrears. Rei | for more fer to SCM |
| | submitted every three months - provide individual information and/or proof of an | y arrangeme | it to be |
| | submitted every three months – provide individual information in the schedule under par. 4. | y arrangeme | |
| 3.18 | submitted every three months – provide individual information in the schedule under par. 4. Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the | y arrangeme | No |
| 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? | | |
| 3.18 | submitted every three months – provide individual information in the schedule under par. 4. Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the | | |

J

| rustees/ shareholders, their individual identity ervice of the state as defined in the Municipal efined as a person who owns shares in the exercises control over the company. | State account numbers (3.17.1) Employee Municipal clearance or most recent service account must be attached as evidence | | | | | | | | | | |
|---|---|----------|---|---|---|---|---|---|----|---|----|
| 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. | Share-holding Reference in company Number | | | | | | - | | | | |
| | Identity Number | | | | | | | | | | |
| MFMA Circular No 62 of July 2013 require b numbers, personal tax reference numbers and Supply Chain Management Regulations as par company and is actively involved in the man | Full name of directors / trustees / shareholders | ATTACHED | | | | | | | | | |
| 4 | | _ | 2 | m | 4 | 5 | ဖ | 7 | 00 | တ | 10 |

| correct. I accept that my/my company's b | nation furnished on this declaration form is true and id/registration may be rejected and in addition to the me/ my company should this declaration prove to be |
|---|---|
| Signature | 23/06/2001 · |
| Capacity of Signatory | Name of Bidder/Company/CC Name |
| MANDATORY SECTION: THIS DECLA CERTIFIED: | ARATION WILL NOT BE ACCEPTED IF NOT |
| 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 | Commissioner of Oaths Signed and sworn to before me at |
| (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. | Tel: OZ/ 702 9/ 26: Apply official stamp of authority on this page: SOUTH AFRICAN POLICE SERVICE KIRSTENHOF SAPS 2021 -06- 23 |

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 of failure to submit it, will disqualify your business from the acquisitioning process. (Must be submitted annually)

CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9) K.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

2021 O42 PROVISION & MAINTENANCE OF CHEMICAL TOILETS (Bid Number and Description)

in response to the invitation for the bid made by: CAPE WINELANDS DISTRICT MUNICIPALITY do hereby make the following statements that I certify to be true and complete in every respect:

ANTECH A DIVISION OF WACOAFRICACESULTIGHAT I certify, on behalf of ...

(Name of Bidder)

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

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

18.06.2021.
Signature Date

Position Name of Bidder

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

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point system is applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore only the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

| | POINTS |
|---|--------|
| Price | 80 |
| B-BBEE status level of contributor | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

- 1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

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

3. POINTS AWARDED FOR PRICE

3.1 THE PREFERENCE POINT SYSTEM

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
- 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.) SUB-CONTRACTING Will any portion of the contract be sub-contracted? (Tick applicable box) NO YES If yes, indicate: 7.1.1 The name of the sub-contractor..... ii) The B-BBEE status level of the sub-contractor..... iii) Whether the sub-contractor is an EME or QSE iv) (Tick applicable box) NO YES Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of v) Preferential Procurement Regulations, 2017: **QSE** EME Designated Group: An EME or QSE which is at last 51% owned by: V Black people Black people who are youth Black people who are women Black people with disabilities Black people living in rural or underdeveloped areas or townships Cooperative owned by black people Black people who are military veterans OR Any EME Any QSE DECLARATION WITH REGARD TO COMPANY/FIRM Name of company/firm: VAT registration number: Company registration number: ... TYPE OF COMPANY/ FIRM Partnership/Joint Venture / Consortium One-person business/sole propriety Close corporation Company (Pty) Limited [TICK APPLICABLE BOX] DESCRIBE PRINCIPAL BUSINESS ACTIVITIES APPLY & SERVICE

7.

7.1

8.

8.1

8.2

8.3

8.4

8.5

| 8.6 | COMPA | ANY CL | ASSIFICATION |
|-----------|----------------------------------|----------------------------|--|
| | | lanufac | |
| | | upplier | onal service provider |
| | | | ervice providers, e.g. transporter, etc. |
| | [TICK AF | | |
| 8.7 | MUNIC | IPAL II | NFORMATION |
| | Municip | ality w | here business is situated: |
| | Registe | red Ac | here business is situated: CTT OF CARE TOWN count Number: 135 181 260 (LEASE ATTACHED |
| | Stand N | lumbei | 166047 |
| 8.8 | Total n | umber | of years the company/firm has been in business: |
| 8.9 | I/we, the that the and 6.1 | e unde points of the | ersigned, who is / are duly authorised to do so on behalf of the company/firm, certify claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / tige that: |
| | i) | The i | nformation furnished is true and correct; |
| | ii) | indica | preference points claimed are in accordance with the General Conditions as ated in paragraph 1 of this form; |
| | iii) | parac | e event of a contract being awarded as a result of points claimed as shown in graphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to atisfaction of the purchaser that the claims are correct; |
| | iv) | basis | ϵ B-BBEE status level of contributor has been claimed or obtained on a fraudulent ϵ or any of the conditions of contract have not been fulfilled, the purchaser may, in ion to any other remedy it may have — $$ |
| | | (a) | disqualify the person from the bidding process; |
| | | (b) | recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; |
| | | (c) | cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; |
| | | (d) | recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the <i>audi alteram partem</i> (hear the other side) rule has been applied; and |
| | | (e) | Forward the matter for criminal prosecution. |
| | | | |
| Signature | of Bidde | ers: | |
| DATE: | | | 18/06/2021 |
| ADDRES | SS: | | 4 MILANED, FIRRET MAISTEIR, 7490 |
| WITNES | SES: | | The |
| 1. | | | Lagh. |
| | | | |
| 2. | | | |

CONTRACT FORM – RENDERING OF SERVICES (MBD 7.2) Μ.

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

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

- I hereby undertake to render services described in the attached bidding documents to (name of the institution). 1. requirements and task directives / proposals specifications stipulated in Bid Number 2021 Out at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- The following documents shall be deemed to form and be read and construed as part of 2. this agreement:
 - Bidding documents, viz (i)
 - Invitation to bid:
 - Tax clearance certificate:
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest:
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;

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

- Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

6.

- I confirm that I have satisfied myself as to the correctness and validity of my bid; that the 3. price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- I accept full responsibility for the proper execution and fulfilment of all obligations and 4. conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- I declare that I have no participation in any collusive practices with any bidder or any other 5. person regarding this or any other bid.

| | -TRACE-I ROOS |
|--------------|-----------------|
| Name | O NI 1500 |
| Capacity | BRAICH MANAGER. |
| Signature | 7205 |
| Company name | SANTECH! |
| Date | 18/06/12021 |
| Witness 1 | Date 18 6 2021 |
| Witness 2 | Date 18 06 121 |

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- I Francois van Eck n my capacity as Executive Director Technical Services accept your bid under reference number Q 2021/042 dated 24 June 2021 for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating service delivery instructions is forthcoming.
- 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.

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|---|---|-----------------|---|--|
| Q 2021/042: PROVISION AND MAINTENANCE OF CHEMICAL TOILETS AT SANDHILLS ON A MONTH- TO-MONTH BASIS FOR THE PERIOD COMMENCING ON 01 JULY 2021 | let houth | 301013031 | `a=18 | Not applicable |

| 4. I confirm | that I am duly author | ized to sign this cor | ntract. | 1 4 | |
|----------------|-----------------------|-----------------------|---------|----------|----------|
| Signed at | 3ellen 100 | Sch | | on 3007 | 9091 |
| Name (Print) | Francois van Eck | 110 | | | |
| Signature | | Ju Co | | 1 -1 0 | \sim 1 |
| Witness 1 | Rucya | gnd | Date | 90/01/ A | <u> </u> |
| Witness 2 | | | Date | | (e) g g |
| Official Stamp | | | 1 | | |
| | | | | | |
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N. MUNICIPAL RATES AND SERVICES

| Names of Directors / Partners | Physical residential address of the Directors / Partners | Municipal Account Number | Name of Municipality |
|----------------------------------|--|-----------------------------|----------------------|
| STEPHAN JOHN MICHAEL GOODBURN | 45 MONTE CHEISTO BOXSEURG | 200234352 | EKURIEWI! |
| PHILSANI DAVID NGCOBO | ESTATE MIDEAD. | 7906T1003. | Joburs. |
| PADIACHI | 3687 NICE DEVE | 221132118. | JORUS. |
| ANDISHA | GZKYALAMI HILLS | 223118/1733 | JORDES |
| NELLI | 279 KJANAMILHUS | (LEASE AT | TACHED |
| BOITUMELO TLHABANELO | 898 BEDBUEHCUS | | OF ATTALAD |
| NTHING DWIGHT | 124A RIVERSICE RO | M40822700). | JERURE. |
| MARK ROBORT | (NOT DIRECTO | 2-TREAS | rere) |
| | | | • • |

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

| DECLARATION: | |
|---------------------------|--|
| I, the undersigned (name) | is correct. I accept that the state may act against me |
| Signature | 18/06/2021. |
| BRANCH MANGER | SAUTECH . Name of Bidder |

| Ο. | AUTHORITY | Y FOR SIGNATORY |
|----|-----------|-----------------|
| U. | AUIDONII | I FOR SIGNATORE |

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

| Name of members / directors | Signature | Date |
|----------------------------------|-----------|------|
| Tarito di Misiliania, di Gottino | | |
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Note: If bidders attached a copy of their Authorized Signatory it is not necessary to complete this form.

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

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

| Item | Question | Yes | No |
|-------|--|-----|----|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the | | × |
| | bottom of the home page. | | |
| | If so, furnish particulars: | | |
| 4.1.1 | g | | |
| | Defaulton in | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Quotation Defaulters can be accessed on the National Treasury's | | X |
| | website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | | |
| | If so, furnish particulars: | | |
| 4.2.1 | in 30, turnish particulars. | | |
| | Was the bidder or any of its directors convicted by a court of law (including a court of | | |
| 4.3 | law outside the Republic of South Africa) for fraud or corruption during the past five years? | | X |
| | If so; furnish particulars: | | |
| 4.3.1 | | | |
| | | | |
| | and the second to the second t | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | | X |

| | If so, furnish particulars: | | |
|------------------|---|--|---------------------|
| 4.2.1 | <u>j</u> | | |
| | | | |
| 4.3 | Was any contract between the bidder and the municipather organ of state terminated during the past five perform on or comply with the contract? | years on account of failure to | * |
| | If so, furnish particulars: | | |
| 4.3.1 | | | |
| | | | |
| | | | |
| | CERTIFICATION | 1 | |
| I, THE THE IN | UNDERSIGNED (FULL NAME) | ON FORM IS TRUE AND CO | TIFY THAT RRECT. |
| I ACC | EPT THAT, IN ADDITION TO CANCELLATION NAGAINST ME SHOULD THIS DECLARATION PF | OF A CONTRACT, ACTION ROVE TO BE FALSE. | MAY BE |
| | Reos' | castoolse | <u>\</u> |
| Signat | ure | Date | |
| Position | PANEN MANAGER | Samurated Name of Bidder | ۲, |

Q. CREDIT ORDER INSTRUCTION

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

| bank transfers. Please complete this information and acquire your banker's confirmation. | | |
|--|--|--|
| DETAILS OF FIR | RM/INSTITUTION | |
| Name WACO AF | E L CA | |
| DETAILS OF MY/OUR BANK | ACCOUNT ARE AS FOLLOWS: | |
| NAME OF BANK | STANDARD BANK | |
| NAME OF BRANCH | KROMBOOM | |
| BRANCH CODE | 026209 | |
| ACCOUNT NUMBER | 072884223 | |
| TYPE OF ACCOUNT | O \ 1 = Cheque 2 = Savings | |
| that may accrue to me/us to the credit of my/ou | inelands district municipality to pay any amounts r bank account. be supplied by the Cape Winelands District the date on which funds will be available in | |
| I/we further undertake to inform the Cape W change in my/our bank details and accept that giving thirty days' notice by prepaid registered p | inelands District municipality in advance of any this authority may only be cancelled by me/us by bost. | |
| INITIALS AND SURNAME: AUTHORISED SIGNATURE | OZI 3864634 RE: DATE: TELEPHONE NUMBER: | |
| FOR BANK | USE ONLY | |
| I/we hereby certify that the details of our clients indicated on the credit order instruction is corre AUTHORISED SIGNATURE | | |

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

R. COMPULSORY DOCUMENTATION / CHECKLIST

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

| Form G - Form of offer | Yes | 1 | No |
|---|-----|---|--------------|
| Is the form duly completed and signed? | | | |
| Form J – Declaration of Interest (MBD4) Is the personal declaration from each and every owner / member / | Yes | ~ | No |
| director duly completed, certified and signed? | | | |
| Form K – Certificate of Independent Bid Determination (MBD 9) Is the form duly completed and signed? | Yes | ~ | No |
| Form L – Preference Points Claim – (MBD 6.1) Is the form duly completed and signed? | Yes | - | No |
| Form M - Contract Form | | | |
| Is the form duly completed and signed? | | | |
| Form N – Municipal Rates and services | | | |
| Is a certified copy of the bidder's and those of its director's | Yes | 1 | No |
| municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached? | | | |
| Form O- Authority for Signatory | | | |
| Is the form duly completed and is a certified copy of the resolution | Yes | | No |
| attached? | | | |
| Form P – Declaration of Past Supply Chain Practices (MBD 8) | Yes | 1 | No |
| Is the form duly completed and signed? | | | THE STATE OF |
| Tax Compliance Status | Yes | | No |
| Is your unique personal identification number (pin) issued by SARS | 100 | | |
| attached? | - | | |

| Additional documents applicable to this s documentation shall le | specific quotation: Failure to submed to disqualification) | it this |
|--|--|---------|
| Company profile | Yes | No |
| Is a company profile attached? | 也能數 | |

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

| B-BBEE Certificate | Yes | ~ | No | |
|--|---------|---------|------------|-------|
| Is a certified copy of the B-BBEE or Original certificate attached? | | | | |
| TRACE! Pages confirm that all o | ompulso | ory doc | uments for | - |
| this tender is duly completed, signed and attached to this document. | | Α. | | |
| Signature: Date: | 1810 | 36 16 | 16oc | - (*) |

REFERENCES S.

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

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

| CITY OF CAPE TOWN. |
|--|
| ± 8000 POETABLE TOILETS SUPPLY & SERVICE |
| LUZUKO GANGATELE. |
| 021 4446850 |
| ± R96'000'000.00 lannum (BERS) |
| BREEDE VALLEY MUNICIPALITY. |
| + 850 PLETABLE TOLETS SUPPLY & SERVICE |
| MARSHA LOTTERING. |
| (023) 3482600. |
| ±R6'000'000.00 |
| SALDANHA BAT MUNICIPALITY |
| SUPPLY & SERVICE POETABLE TOILE |
| RYAN GROENEWALD. |
| (022) TOITEDO. |
| R-1,5000,000.00. |
| |

T. COMPANY PROFILE

Attached hereto a company profile to illustrate that the company's core business is the provision and service of chemical toilets. This will be used as part of the evaluation process. If not attached, your tender will be disqualified.



Samitech

Company Profile

Organisational Stru

We are Waco International

sub-Saharan Africa), Australia and New Zealand), the equipment rental and industrial services business with operations in Africa (South Africa and other Sanitech is part of Waco International, a focused United Kingdom and Chile.

portable sanitation products and integrated hygiene painting and blasting, hydraulics and suspended access platforms, relocatable modular buildings, formwork, shoring and scaffolding, insulation, The Group provides services in the areas of services.

Premier MODULAR EXCELLENCE







WACO WALLES











WACO

F form-scaff



HILLE WEST



CONTED SCAFFOLDING GROUP



WACO





- Founded in the early 1980's as the first portable toilet hire company in South Africa to supply sanitation facilities to areas
- Sanitech Hygiene was established in 1996 and is a leading service provider of professional washroom hygiene services.
- In 2007 Sanitech was purchased by Waco International- is a focused equipment rental and industrial services businesses with operations in Africa (South Africa & other Sub-Saharan Africa), Australasia (Australia & New Zealand), the United Kingdom and Chile.





About Us Continued..

- Sanitech has over 28 operational branches country wide, with the newly opened branch in Kitwe, Zambia as the first
- Operates a fleet of more than 25 000 rental units and over 200 vehicles
- Over 2 000 staff members with 40 years experience
- Comprehensive Health & Safety programme
- Part of a larger group with access to resources





Π

Accreditation

WACO

Health & Safety

- National SHEQ manager who ensures that all Health & Safety Policies and Practices are adhered to.
- We are DQS (ISO 45001 : 2018) compliant
- We are DQS (ISO 14001) compliant
- · We are DQS (ISO 9001) compliant
- We were recently assessed by SASOL and achieved a 82% safety rating, enabling us to conduct work on the petrochemical plants, which is a testament to our commitment to health and safety
- Waste disposal certificates, MSDS chemical sheets and copies of Standard Operating procedures on request







Health & Safety Continued

SANITECH aims to:

- Maintain the highest standards in the Heath and Safety Environment.
- Prevention and Identification of hazards.
- Ensure that health and safety at the workplace is part of our core business values
- We routinely set and review achievements of specific objectives and targets
- Comply with standards of independently verified management systems

Sanitech



- The management of hazardous waste remains one of the central environmental issues throughout the world
- systematic framework for identifying a Hazardous waste and classifying it in accordance with the degree of risk it imposes. To this end, the minimum requirements for the Handling, Classification and Disposal of Hazardous waste sets out a
- In May 2015, Sanitech received Certification for the transport of Hazardous waste with the Gauteng Department of Agriculture and Rural Development







Black Economic Empowerment

- WACO Africa has achieved a rating of level 2
- Supplier Recognition of 125%
- Black Ownership of 51,56%
- Black Voting Rights of 54%
- Black Woman Ownership of 20.32%
- Black Designated Groups Ownership 16.67%

Sanitech



Social Responsibility Initiatives

- We have 10 franchisees in various parts of South Africa that form part of our upliftment programme for Black entrepreneurs.
- Our procurement policy supports B-BBEE compliant suppliers and focuses on enterprise and supplier development. ū
- We support SME's (Small Medium Enterprises) and EME's (Exempt Micro Enterprises)

Sanitech

Sanited

10

Water/Portable Treatmen



Future of Sanitech

- Sanitech supplies rapidly deployable, and re deployable wastewater treatment solutions.
- These package plant solutions are modular and readily scalable with treatment capacities ranging from 50m² to 300m² per
- Sanitech's package plants, which are offered on a rental basis, offer the following advantages:
- Low noise levels
- Negligible odour generation
- Maintenance free(self cleaning automated process)
- Low operating cost and energy consumption
- Smaller footprint requirements
- No corrosion due to composite design





Political Politi

Sanitation Solutions



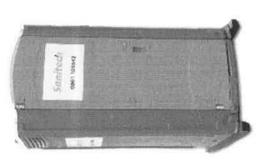


Sanitech has two independent and highly successful divisions, namely Sanitation Salutions and Hygiene Solutions.

Sanitation Solutions

- Sanitech was founded in the early 1980s as the first portable toilet hire company in South Africa to supply sanitation facilities to areas in which no sanitation infrastructure existed.
- In 2007, Sanitech was purchased by WACO International.
- Sanitech Sanitation Solutions operates in four main sectors mainly: Construction- Special projects, Special Events, Informal-Government and Mining.









Sanitech

Hygiene Solutions

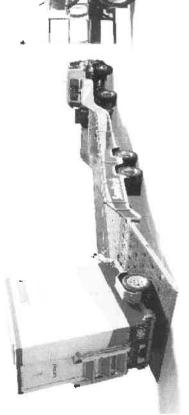
- Sanitech Hygiene offers a total integrated hygiene solution by hiring, servicing and maintaining all washroom equipment involving the washing and drying of hands, sanitizers, bins and fragrances.
- We also offer a deep-clean service which involves chemically intensive cleaning of toilets, urinals, basins and showers,
- Daily Cleaning where all necessary equipment and materials are provided for the successful execution of services, including vacuums and cleaning equipment, cleaning materials, chemicals and consumables.
- Pest control to effectively minimize or remove a wide range of undesirable insects and pest on a regular basis.
- We maintain that shared toilet facilities must be completely hygienic, should look good and smell clean

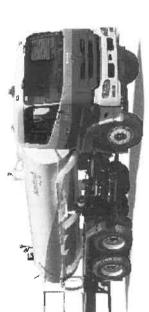




Sanitech Fleet

- Sanitech Sanitation Solutions supplies, services and mariages the rental provision of portable tollets, mobile ablution units and conservancy tank pumping and operates a fleet of more than 25 000 rental units and 200 vehicles.
- This enables them to supply and service locations throughout the country, speedily and efficiently.



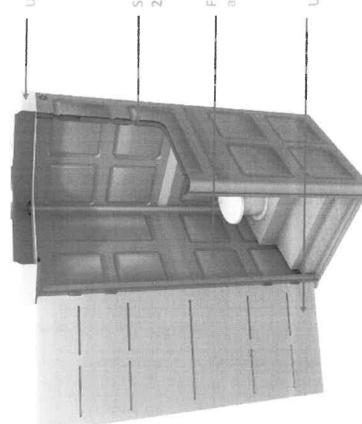




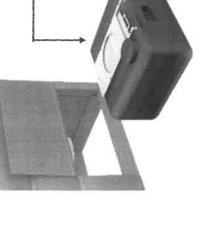




VIC- New Informal Concept



Unique Ventilation system



for easy access & servicing with minimised opportunity for sollare.

Self Contained Water Supply 20L for 250 flushes Fitted with toilet roll holder and hook for PPE



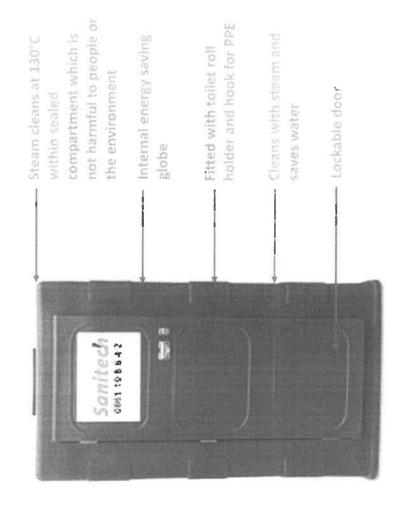


Lever operated to flush and rinse bowl



anitech

SCT- Steam Clean Toilet



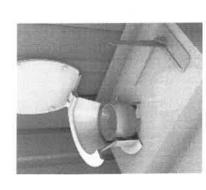
Rotating bowl covers opening to prevent disposal of foreign objects

Steam cleaning aids in killing of bacteria, reducing illness caused by germs

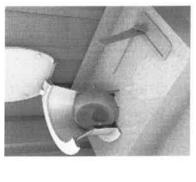
Concealed canister holds 85L of waste Canisters are stackable for easy transport.



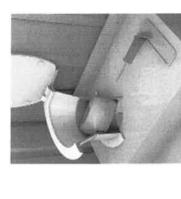
Samitod



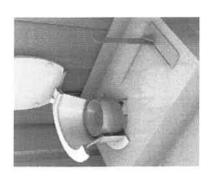
STEP 1



STEP 2

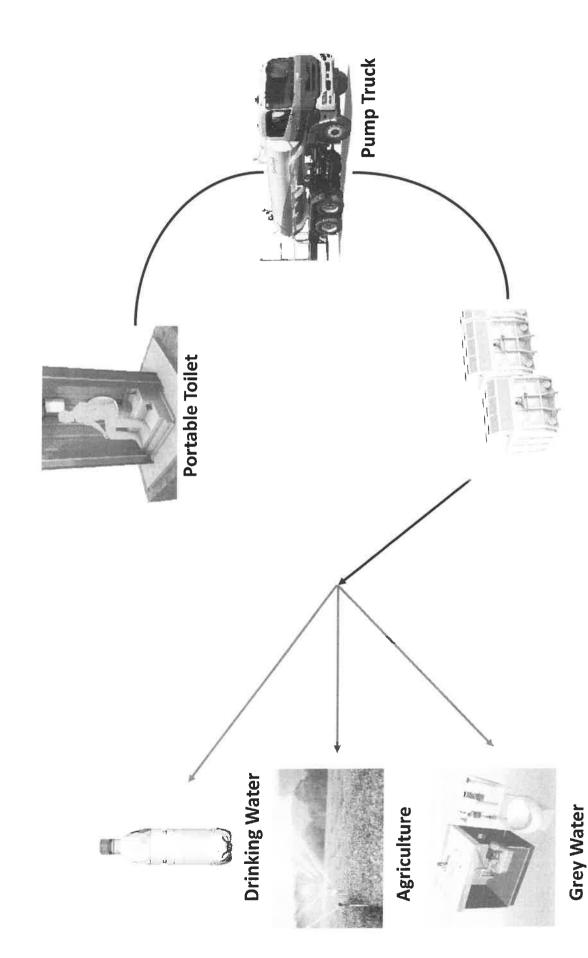


STEP 3



STEP 4





Waste Water Treatment Plant

The Jetvac is used to open and clean blocked sewer lines and can also do septic pump outs. It is based on the latest technology at an affordable price.

The Jetvac is used to open and clean blocked sewer lines and can also do septic pump outs. It is based on the latest technology at an affordable price.



Used to cui through roots Inside of a sewer line



used to remove plastics that cause blocked Sewer hes



sed to emove are mounts of sand in e



Used to break down and remove large stones inside sewer lines

Used to clear blocked sewer ines

seato titi from hfas inside of a sewer inc

WACO

Jetpark branch Contact Steven Coco Ingon

Q.

er wisan technical 011813 6060

Sanited

Integrated Hygiene

WACO

PEDAL SHE BIN WHITE / PLATNIUM HYGIENE RANGE



TOILET ROLL HOLDER AIRFRESHENER AUTOSANITISER

SHE PACKET DISPENSER











- Sanitech provides all the necessary equipment, materials and well trained staff for the successful execution of A
- Sanitech maintains a string commitment to the environment, while combining powerful hygiene formulas with cost-





Deep Cleaning

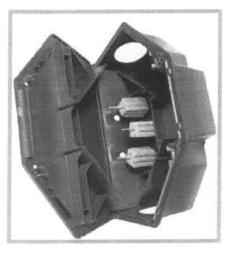




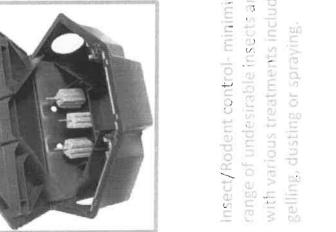
- Scheduled heavy duty cleaning which utilises specialised chemicals that focus directly on removing built up body fats, grease and grime
- HACCP compliant

Samitech

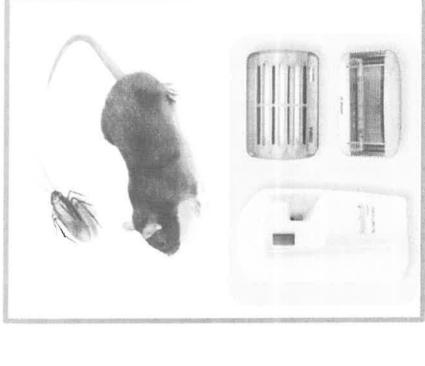




range of undestrable insects and pets on a regular basis Insect/Rodent control- minimising or removing a wide with various treatments including fumigation, misting,







Innovations and New Products

- We constantly search for the best available products
- We purchase our products from both local and International suppliers.
- We have recently and will continue to invest heavily on upgrading our available options and fleet, the recent acquisition of an additional 60 state of the art mobile trailers and upgrade of the special event fleet with imported units from the US are example of this.
- We use various suppliers for hygiene/ cleaning materials and to also obtain a more cost effective competitive price.
- Our products are Eco-friendly and are aligned in terms of the Green Initiative.
- We do not manufacture any products- all products are sourced from local as well as International suppliers.





Our Supply Chain

Our high quality special events units are imported directly from the United States, while our construction and trailer units are locally sourced from the leading suppliers in South Africa.

Product Quality

- Sanitech is committed to a responsible outlook for the environment, thus all units are replenished using a Bio enzyme agent that refreshes the unit and effectively breaks down all waste without causing any harm to our planet.
- Our integrated solutions are effective and efficient as all products are practical to use and maintain.
- Our sanitisers help prevent and reduce scale and stains on surfaces and eliminates bad odours.
- Our portable toilets are manufactured from either fibreglass or rotomoulded plastic and our new toilets include a rotating bowl feature made with Nano technology which prevents debris from sticking to the bowl.





Our Customer

Our list of satisfied customers include leading companies from a wide range of diverse fields.

Sanitation Solution Sample Clients:

- Northam Platinum Booyensdal
- Dilokong Chrome Mine
- Royal Bafokeng
- Mapoch's Mine
- Clencore Lion Smelter
- Tubatse Smelter
- ☐ Samancor Doornbosch Mine
- ☐ Anglo Ashanti Gold
 - ☐ Mototolo Mine
- Sanitech

Hygiene Solution Sample Clients:

- > Freightmax Building
- >Imperial Bank
- XXII
- >Department of Education Polokwane
- >The Cold Chain
- >Tanker Services
- SANRS
- >Afrox
- Sohannesburg City Parks



National Footprin

Sanitech has a national presence of 28 branches and sub- branches covering all major areas in the country.

Our ability to set up new infrastructure at a short notice adds to our ability to deliver a quality service to our clients.

| | i | ì | |
|---|---|---|--|
| ĺ | | | |

- Bloemfontein, North and North West Cape
- Botswana Gaborone
- Cape Town
- Durban
- Gauteng
- George/Southern Cape
- Glencoe
- Head Office
- Kathu, Kimberley, De Aar
- " Lephalale
- Samitech

- Namibia Windhoek, Swakopmund,

Swaziland - Manzini

Witbank (Kendal)

- Walvisbaai & Isumeb
- Nelspruit

Zambia - Kitwe & Lusaka

Zambia - Lusaka

- Newnastle
- Pietermaritzburg

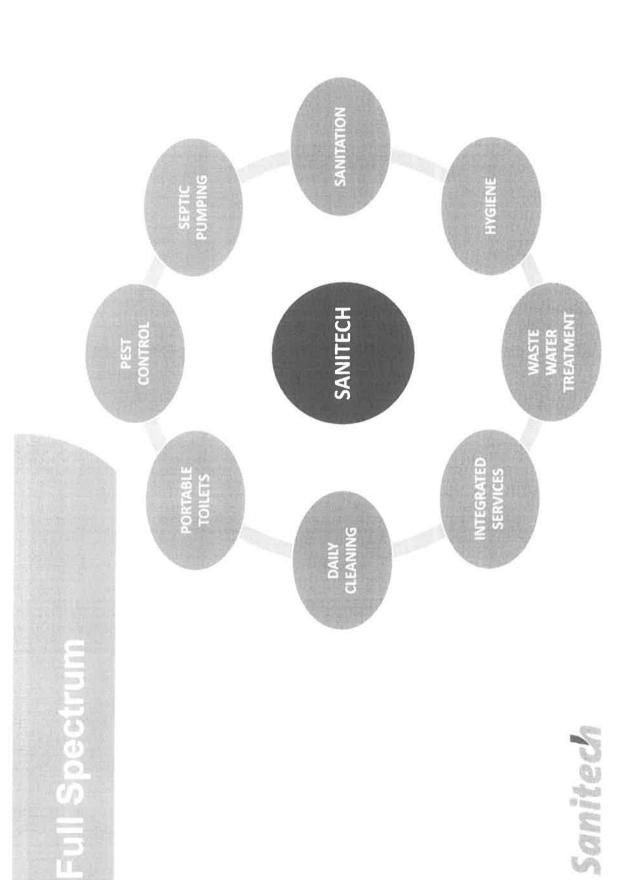
- Potchefstroam

Port Elizabeth

- Richards Bay
- Rustenburg
- Secunda
- Steelpoort









| Gauteng Regional Office | 011 823 6060 |
|---------------------------|--------------------|
| Coastal Regional Office | 021 386 4634 |
| KZN Regional Office | 031 482 2100 |
| National Telephone Number | 086 110 8642 |
| Website Address | www.sanitech.co.za |





Integrated Hygiene & Sanitation Solutions



CAPE TOWN:

Cnr. Milan Road & Montreal Drive, Airport Industria, Cape Town, 7490

P O Box 411, Parow, 7499 Telephone: 021 386 4634

Fax: 021 386 3954

17th June 2021

To Whom It May Concern

Resolution of Directors at 494 Wrench Road, Isando, Gauteng On the 06.05.2021 in terms of the Company's Articles of association

Resolved: Tracey Roos ID. NO 7110230090086 be and is hereby authorized to sign on behalf of the company for Quote # Q 2021/042, Provision and maintenance of chemical toilets at Sandhills on a month-to-month basis for the period commencing 01 July 2021.

Paul

Robert Erasmus Managing Director





ABACUS, FORMSCAFF, SGB-

POSTNET SUITE #108 PRIVATE BAG X23 GALLO MANOR

SKYJACKS, WACO AFRICA PTY LTD H/O

TAX COMPLIANCE STATUS

PIN Issued

Enquiries should be addressed to SARS:

Contact Detail

SARS Alberton 1528

Contact Centre Tel: 0800 00 SARS (7277)

SARS online: www.sars.gov.za

Details

Taxpayer Reference Number: 9257083197

Always quote this reference number when contacting SARS

Issue Date:

2021/04/01

Dear Taxpayer

2052

TAX COMPLIANCE STATUS PIN ISSUED

The South African Revenue Service (SARS) has issued your tax compliance status (TCS) PIN as indicated below:

| TCS Details: | |
|--------------------------|--|
| Taxpayer Name | Waco Africa Pty Ltd |
| Trading Name | SANITECH |
| Tex Reference Number(s) | IT - 9257093187 Val - 4440260539 PAYE - 7720780321 |
| Purpose of Request | Good Standing |
| Request Reference Number | 0028955582GS0104211024506 |
| PIN | F7358172DA |
| PIN Expiry Date | 01/04/2022 |

You may authorise a third party to view your TCS by providing them the PIN. The PIN only allows the third party access to your TCS. All other tax information remains secure.

Your TCS displayed is based on your compliance as at the date and time the PIN is used.

You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

SARS reserves the right to cancel this PIN in the event that it was fraudulently issued or obtained.

Should you have any other queries please call the SARS Contact Centre on 0800 00 SARS (7277). Remember to have your taxpayer reference number at hand when you call to enable us to assist you promptly.

Sincerely

ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE

ELMARIE ESTERHUIZEN COMMASS ONER OF GATHS CA (SA) 09008798

CERTIFIED AS A TRUE COPY OF THE ORIGINAL

P.O. B X 669 ISANDO 1500

Name CAPE,
Tex reference No: 825700
Form ID: RFD70

RF01C5

Timestump: 8243835
Year: 2021
Page of Page: 01/61

Page: 01/01



ABACUS, FORMSCAFF, SGB-

POSTNET SUITE #108 PRIVATE BAG X23 GALLO MANOR

SKYJACKS, WACO AFRICA PTY LTD H/O

TAX COMPLIANCE STATUS

PIN Issued

Enquiries should be addressed to SARS:

Contact Detail

SARS Alberton 1528

Contact Centre Tel: 0800 00 SARS (7277)

SARS online: www.sars.gov.za

Details

Taxpayer Reference Number: 9257083197

Always quote this refe number when contacting SARS Issue Date:

2021/04/01

Dear Taxpayer

2052

TAX COMPLIANCE STATUS PIN ISSUED

The South African Revenue Service (SARS) has issued your tax compliance status (TCS) PIN as indicated below:

| TCS Details: | |
|--------------------------|--|
| Taxpayer Name | Waco Africa Pty Ltd |
| Trading Name | SANITECH |
| Tax Reference Number(s) | TT - 9257083197 Vat - 4440260539 PAYE - 7720780321 |
| Purpose of Request | Tender |
| Request Reference Number | 0028955582TS0104211028088 |
| PIN | 18444F42D2 |
| PIN Expiry Date | 01/04/2022 |

You may authorise a third party to view your TCS by providing them the PIN. The PIN only allows the third party access to your TCS. All other tax information remains secure.

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You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

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100

ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE

ELMARIE ESTERHUIZEN COMM SSIONER OF OATHS CA (SA) 09008798

CERTI-D AS A TRUE COP OF THE ORIGINAL

P.O BOX 669 ISANDO 1600

Tax ref

ASACUS FORMSCAFF,5GB CAPE,6ANITECH, 0257083197 REDTCS V2013,01.01

8243749 2021 Page of Page: 01/01 **12013.01.01**

Page: 01/01

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WACO AFRICA (PTY) LTD

Please see annexure A attached for other trading names

BBBEE Contribution Level:

2

BEE Supplier Recognition:

125%

A Transformex Generic Verification Scorecard

| Products and Services Support Services to the Construction and Engineering Industries | | | | |
|---|---|--|--|--|
| Physical Address | 181 Barbara Road, Cnr Barbara and Tunney Road, Elandsfontein, Gauteng | | | |
| Registration Number | 2012/000665/07 | | | |
| Vat Number | 4390260539 | | | |

| Scorecard Elements | Maximum Score | Company Score | Principle Used | | Yes/No |
|-----------------------------------|------------------|------------------|---|-----|---------|
| BEE Ownership | 25.00 | 25.00 | Modified Flow through | | No |
| BEE Management Control | 19.00 | 10.96 | Exclusion Principle | | No |
| Skills Development | 25.00 | 12.51 | Discounting Principle | | No |
| Enterprise & Supplier Development | 46.00 | 41.70 | Participated in Y.E.S Initiative | | No |
| Socio-Economic Development | 5.00 | 5.00 | Achieve Y.E.S Target and 2.5% Absorption | | No |
| Youth Empowerment Service | N/A | N/A | Achieve 1.5 x Y.E.S Target and 5% Absorption | | No |
| Total Score | 120.00 | 95.18 | Achieve Double Y.E.S Target and 5% Absorption | | No |
| Empowering Supplier | Y | ES | Issue Date 26 November | | er 2020 |
| Certificate Number | WAC001 | G5751120 | Re-issue Date | N/A | |
| Issue Number | | 1 | Expiry Date 25 November 202 | | er 2021 |

| Analysis | Result | Analysis | Result |
|---------------------------------|--------|-------------------------------------|--------|
| Black Economic Ownership: | 51.56% | Black Disabled Ownership: | 00.00% |
| Black Voting Rights: | 54.00% | Black Unemployed Ownership: | 00.00% |
| Black Women Economic Ownership: | 20.32% | Black People living in Rural Areas: | 00.00% |
| Black Women Voting Rights: | 21.23% | Black Military Veterans: | 00.00% |
| Black Designated Ownership: | 16.67% | Black New Entrant: | 26.99% |
| Black youth Ownership: | 00.00% | | |

| Financial Year End: | 30 June 2020 |
|---------------------|--|
| Measurement Period: | 01 July 2019 - 30 June 2020 |
| Standard Used: | Amended Codes of Good Practice on BEE: Gazette No. 36928 and Gazette No. 42496 |
| Act | Broad-Based Black Economic Empowerment Amendment Act. 2013: Gazette No. 37271 |

France

Carmanthra Naidoo
For Transformex CC
TRANSFORMEX CC. Reg 2007/043419/23
Contact 011 477-5622 or visit www.transformex.co.za

ELMARIE ESTERHUIZEN
COMMISCIONAR OF OATHS
CA (SA) 09008788
CERTI (ED AS A TRUE COPY OF THE TRIGINAL

P.O. B/ X 659 ISANDO 1600 (SB.AS)

COR07-CI: GENERIC VERIFICATION CERTIFICATE VOIRID1020



| Other Trading Names | Registration Number | VAT Number |
|---------------------------|---------------------|------------|
| SANITECH | 2012/000665/07 | 4440260539 |
| SKYJACKS | 2012/000665/07 | 4370268015 |
| ABACUS SPACE SOLUTION | 2012/000665/07 | 4390260539 |
| FORM-SCAFF | 2012/000665/07 | 4390260539 |
| SGB-CAPE | 2012/000665/07 | 4390260539 |
| WACO ENGINEERING SERVICES | 2018/612815/07 | 4160285864 |
| SGB-CAPE ROPE ACCESS | 2012/000665/07 | 4390260539 |

ELMARIE ESTERHUIZEN CONV 53:CNER OF OATHS
CA ISA1 09008798
CERTIFIT AS A TRUE COPY OF THE ORIGINAL

P.O. BOX 69 ISANDO 1600

Carmanthra Naidoo For Transformex CC
TRANSFORMEX CC. Reg 2007/043419/23
Contact 011 477-5622 or visit www.bransformex.co.za

BVA 151 COR97-C1: GENERIC VERIFICATION CERTIFICATE VOIR101020



COMPANIES AND INTELLECTUAL PROPERTY COMMISSION REPUBLIC OF SOUTH AFRICA

Form CoR14.3 - Registration Certificate

issue date:

1. L.

04/01/2012

Print date:

05/01/2012

Customer code:

GILVDM

Tracking number:

19933388

Concerning:

BUSINESS VENTURE INVESTMENTS NO 1624 (Pty) Ltd 2012/000665/07

The above company has been registered in terms of section 14 of the Companies Act, 2008. In accordance with the Notice of Incorporation, the registration of the company takes effect on 04/01/2012. In conjunction with this certificate, the Commission has not issued another notice contemplated in section 12 (3).

Astrid Ludin
Commissioner: CIPC

TMO TMO

About this Notice

This Notice is issued in terms of section 14 of the Companies Act, 2008, and Regulation 14 of the Companies Regulations, 2011. If the Commission has altered the name of the company, in terms of section 14 (2) (b), the company may file an amended Notice of Incorporation to change the name.

If the Commission has issued a Notice of a Potentially Contested Name in conjunction with the Certificate, the company must serve that Notice on each person identified in the Notice, and any such person has the right to challenge the use of the name, by the company.

ELMARIE ESTERHUIZEN
COMMISSIONER OF OATHS
CAISSI 09008758
CERTIFE AS A TRUE COPY OF THE ORIGINAL

PO BCX 569 ISANDO 1500

The Companies and Intellectual Property Commission of South Africa
P.O. Box 429, Pretoria, 0001, Republic of South Africa
Docex 256, Pretoria
Contact centre 086 100 2472
www.cipc.co.za

-1

Certificate issued by the Companies and Intellectual Property Commission on Thursday, January 05, 2012 08:54 Certificate of Confirmation of Incorporation



Companies and intellectual Property Commission

a member of the disgroup

Registration number

2012 / 000665 / 07

Enterprise name

BUSINESS VENTURE INVESTMENTS NO 1624

Enterprise shortened name

NOT APPLICABLE

Enterprise translated name

NOT APPLICABLE

Registration date

04/01/2012

Business start date

04/01/2012

Enterprise type

PRIVATE COMPANY

Enterprise status

IN BUSINESS

Financial year end

FEBRUARY

Main business/main object

NO RESTRICTION ON BUSINESS ACTIVITIES

Postal address

GLMI HOUSE HARELQUINS OFFICE PARK

GROENKLOOF

164 TOTIUS STREET

0027

Address of registered office

GLMI HOUSE HARELQUINS OFFICE PARK

164 TOTIUS STREET

GROENKLOOF

0027

ELMARIE ESTERHUIZEN COMMISSIONLY OF OATHS CA (SA) 03000798

CERT FED AS A TRUE COPY OF THE ORIGINAL

PIO BOX 569 ISANDO 1600

The Companies and Intellectual Property Commission of South Africa P.O. Box 429, Pretoria, 0001, Republic of South Africa

Docex 256, Pretoria

Contact centre 086 100 2472

www.cipc.co.za

Certificate issued by the Companies and Intellectual Property Commission on Thursday, January 05, 2012 Confirmation of Incorporation



Companies and Intellectual Property Commission

a member of the disigroup.

Registration number

2012 / 000665 / 07

Enterprise name

BUSINESS VENTURE INVESTMENTS NO 1624

Auditors ·

Directors

K 2 D 1 2 D 0 D 6 5 5

| Surname and first names | Status | ID number or date of birth | Director type | Appoint- ment date | Addresses |
|----------------------------------|--------|----------------------------|---------------|-----------------------|---------------------------------------|
| VAN STADEN, WILHELMINA LOUISA | ACTIVE | 6012050097087 | DIRECTOR | 04/01/2012 | Postal P O BOX 619, PRETORIA, 0001 |

Residential
PLOT 334, DERDEPOORT, 2876

ELMARIE ESTERHUIZEN COMMISSIONER OF OATHS CAISAI 09008798 CERTII ED AS ATRUE COPY IF THE ORIGINAL

PO. BOX 669 ISANDO 1600

The Companies and Intellectual Property Commission of South Africa
P.O. Box 429, Pretoria, 0001, Republic of South Africa
Docex 256, Pretoria
Contact centre 088 100 2472

www.cipc.co.za



REPUBLIC OF SOUTH AFRICA

Form CoR 14.1 Annexure A

- This form is issued in terms of Section 13 of the Companies Act, 2008 and Regulation 14 of the Companies Regulations, 2011.
- Annexure A must be completed and attached to the Notice of incorporation when it is filed.
- A public company, or a state owned company, must have at least 3 initial directors.
- A Non profit company must have at least 3 initial directors.
- A private company, or a personal liability company, must have at least 1 initial director
- A company is not registered until the Commission has issued a Registration Certificate in Form CoR 14.3

CONTACTING THE COMMISSION

The Companies and Intellectual Property Commission of South Africa

Postal Address: P O Box 429 Pretoria 0001 Republic of South Africa Tel: 0861 843 384 www.cipc.co.za

Notice of Incorporation Initial Directors of the Company

The incorporators confirm that each person named below has consented to being appointed in terms of section 66 (7) (b) as a director of the company, whose Memorandum of Incorporation is attached.

Full name / former name, if any: WILHELMINA LOUISA VAN STADEN

Identity number: 6012050097087

Nationality: SA

Passport number, if not South African:

Date of appointment: DATE OF INCORPORATION

Designation in the company: DIRECTOR

Residential address: PLOT 334, DERDEPOORT

2876

Business address: GLMI HOUSE HARLEQUINS OFFICE PARK GROENKLOOF 0027

Postal address: P O BOX 619

PRETORIA 0001

Occupation: PARALEGAL

South African resident: yes

ELMARIE ESTERHUIZEN
COMMISSIONER OF OATHS
CA (SA) 09608792
CERTIFIE AS A TRUE COPY OF THE ORI INAL
PO BOX 669 ISANDO 1600

Commission file number

Date filed:

For Commission Use Only:

COR39



Companies and intellectual Property Commission

a eksembler ist like etti gidanp

Date: 03/06/2021

Our Reference:

9347212979

CHRISTINE RANDELL E-mail: CHRISTINER@WACOINT.CO.ZA POSTNET SUITE 103 PRIVATE BAG X23 GALLO MANOR

2052

RE: Amendment to Company Information Company Number: 2012/000665/07

Company Name: WACO AFRICA (PTY) LTD

We have received a COR39 (Notice of change of company directors) from you dated 02/06/2021.

The COR39 was accepted and placed on file.

The following change was effected to Director/Secretary/Officer:
Director STEPHEN JOHN MICHAEL GOODBURN - Change was made.

The following change was effected to Director/Secretary/Officer:
Director MICHAEL GRAHAM ELS - Change was made.
- Director / member status changed from Active to Resigned.

The following change was effected to Director/Secretary/Officer: Director PHILISANI DAVID NGCOBO - Change was made.

The following change was effected to Director/Secretary/Officer:
Director GREGORY MICHAEL SLABBERT - Change was made.
- Director / member status changed from Active to Resigned.

The following change was effected to Director/Secretary/Officer:
Director NTHIME DWIGHT KHOELE - Change was made.

The following change was effected to Director/Secretary/Officer:
Director BOITUMELO TLHABANELO - Change was made.

The following change was effected to Director/Secretary/Officer:
Director DHARISHAN PADIACHY - Change was made.

The following change was effected to Director/Secretary/Officer: Director VELLI BALOYI - Change was made.

The following change was effected to Director/Secretary/Officer: Director ANDISWA MJULEKA - Change was made.

ELMARIE ESTERNO JEN COMMISSIONER OF CATHS CA (SA) 05008798 CERTIFY DAS A TRUE COPY OF THE ORIGINAL

BOX 669 ISANDO 1600

The Companies and Intellectual Property Commission

of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 100 2472, Website www.cipc.co.za

COR39

Yours truly



Commissioner: CIPC

Companies and intellectual Property Commission a member id fin dit giving

Please Note:

The attached certificate can be validated on the CIPC web site at www.cipc.co.za. The contents of the attached certificate was electronically transmitted to the South African Revenue

ELMARIE ESTERHUIZEN COMMISSIONER OF OATHS CA (SA) 09008798 CERTIFIET AS A TRUE COPY OF THE ORIGINAL



The Companies and Intellectual Property Commission of South Africa P.O. BOX 429, PRETORIA, 0001, Republic of South Africa, Docex 256, PRETORIA.

Call Centre Tel 086 100 2472, Website www.cipc.co.za



Certificate issued by the Companies and Intellectual Property Commission on Thursday, June 03, 2021 11:28 Certificate of Confirmation



Companies and Intellectual Property Commission

a member id the ettigioup

Registration number

2012 / 000665 / 07

Enterprise Name

WACO AFRICA (PTY) LTD

Enterprise Shortened Name

None provided.

Enterprise Translated Name

None provided.

Registration Date

04/01/2012

Business Start Date

04/01/2012

Enterprise Type

Private Company

Enterprise Status

In Business

Financial year end

June

Main Business/Main Object

Postal address

POSTNET SUITE 108 PRIVATE BAG X23 GALLO MANOR GAUTENG 2052

Address of registered office

WOODMEAD OFFICE PARK

14 STIRRUP LANE OFF VAN REENENS AVE

WOODMEAD GAUTENG 2191



The Companies and Intellectual Property Commission
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 100 2472, Website www.cipc.co.ze

ELMARIE ESTERHUIZEN
COMMISSIONER OF OATHS
CA (SA) 05008798
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Certificate issued by the Companies and Intellectual Property Commission on Thursday, June 03, 2021 11:28 **Certificate of Confirmation**



Companies and Intellectual Property Commission

र तरकार्धक वो कि द्वीर पूर्वप्रक

Registration number

2012/000665/07

Enterprise Name

WACO AFRICA (PTY) LTD

Auditor Name

PRICEWATERHOUSECOOPERS INC

Postal Address

PRIVATE BAG X36 SUNNINGHILL

2157

Designated Auditor

Name

PIETER DU PREEZ VERMEULEN

Postal Address

PRIVATE BAG X36 SUNNINGHILL

2157

Active Directors / Officers

Surname and first names

ID number or date of birth

Director type

Appointment date Addresses

MJULEKA, ANDISWA

8806220516084 Director

17/11/2020

Postal: 1ST FL DEUTSCHE BANK BLD 3 EXCHANGE SQUARE - 87 MAUDE STREET, SANDTON, GAUTENG, 2196 Residential: 62 KYALAMI HILLS, 47 MAPLE AVENUE, KYALAM! HILLS - MIDRAND, GAUTENG,

1684

BALOYI, VELLI

9006115823082 Director

17/11/2020

Postal: 35 FRICKER ROAD, SANDTON, JOHANNESBURG,

GAUTENG, 2196

Residential: UNIT 279 KYALAMI HILLS COMPLEX, MAPLE DRIVE, MIDRAND, GAUTENG,

1682

PADIACHY, DHARISHAN

8608095010080 Director

01/07/2020

Postal: POSTNET SUITE 108, PRIVATE BAG X23, GALLO

MANOR, GAUTENG, 2052 Residential: 3687 NILE DRIVE, WATERFALL COUNTRY VILLAGE EST, JUKSKEI VIEW **EXT 57, GAUTENG, 2195**

TLHABANELO, BOITUMELO

7702285362087 Alternate ELMARIE E DIERLOTUIZEN -06/05/2014

Postal: P O BOX 74, KELVIN, SANDTON, GAUTENG, 2054 Residential: 2 ROSEWAY KELVIN, SANDTON, GAUTENG,

COMMISSIONER OF OATHS CA (SA) 09008798 CERTIFIC AS A TRUE COPY OF THE ORIGINAL

P.O. BOX 659 ISANDO 1500

The Companies and Intellectual Property Commission

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa, Docex 258, PRETORIA.

Call Centre Tel 086 100 2472, Website www.cipc.co.ze

Certificate issued by the Companies and Intellectual Property Commission on Thursday, June 03, 2021 11:28 **Certificate of Confirmation**



Companies and intellectual Property Commission

| ANGESTANDAM s. | men ben at Madrice |
|---|---|
| A CHARLES AND AND ADDRESS AND | PRODUCTION OF THE PARTY OF THE |

| Active Directors / Officers | | | | |
|--------------------------------|----------------------------|----------------------|-----------------------|--|
| Surname and first names | ID number or date of birth | Director type | Appoint- ment date | Addresses |
| KHOELE, NTHIME DWIGHT | 7207025328083 | Director | 06/05/2014 | Postal: P O BOX 937, NORTHLANDS, JOHANNESBURG, GAUTENG, 2116 Residential: 124A RIVERSIDE ROAD, ATHOL EXT 5, JOHANNESBURG, GAUTENG, 2116 |
| NGCOBO, PHILISANI DAVID | 6512245560089 | Director | 12/07/2012 | Postal: P O BOX 67107, BRYANSTON, JOHANNESBURG, GAUTENG, 2021 Residential: NO 6 SUMMERSER ESTATE, 7TH ROAD, BLUE HILLS, GAUTENG, 1685 |
| TOWLER, MARK ROBERT | 6002075146084 | Company Secretary | 22/06/2012 | Postal: POSTNET SUITE # 108, PRIVATE BAG X 23, GALLOW MANOR, 2052 Residential: 2 BIOKSIET ROAD, JUKSKEI PARK, RANDBURG, 2153 |
| GOODBURN, STEPHEN JOHN MICHAEL | 6307095021088 | Director | 22/06/2012 | Postal: POSTNET SUITE 108, PRIVATE BAG X23, GALLO MANOR, GAUTENG, 2052 Residential: 45 MONTE CHRISTO, ANCHOR ROAD, BEYERSPARK, GAUTENG, 1459 |

ELMARIE ESTERHUIZEN
COMMISSIONER OF OATHS
CA (SA) 09008798
CERTIF AS A TRUE COPY OF THE ORIGINAL

P BOX 659 ISANDO 1600

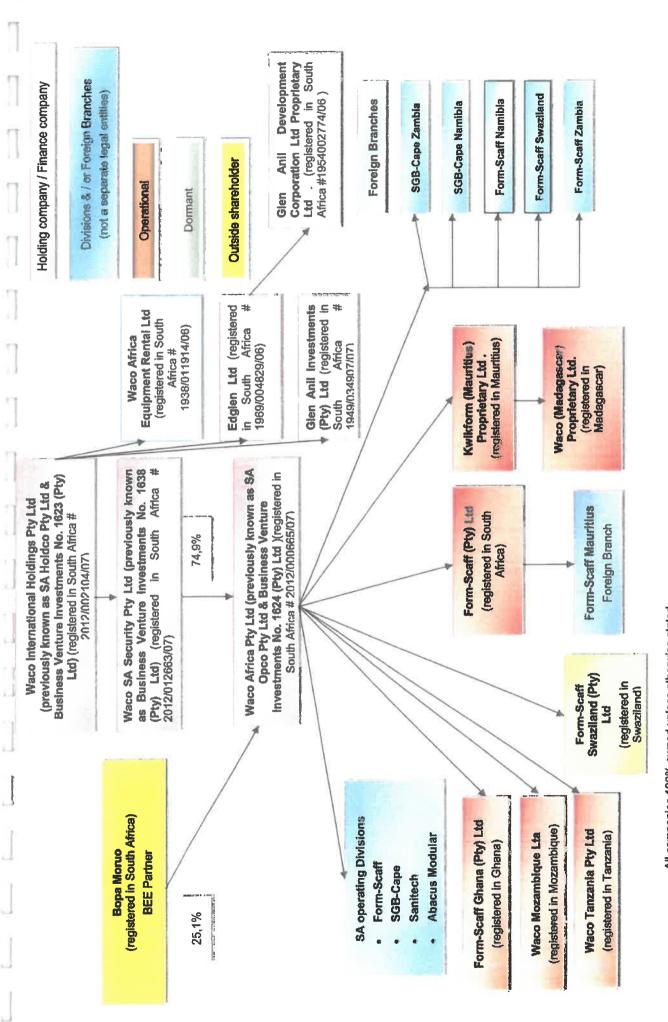


The Companies and Intellectual Property Commission of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africe. Docex 256, PRETORIA. Call Centre Tel 086 100 2472, Websita www.cipc.co.za







Not all dormant companies have been reflected as such companies are in the process of being deregistered. All companies 100% owned unless otherwise stated.

This is to certify that the undermentioned is the registered proprietor of fully paid up shares as shown below in the capital of the PostNet Suite #108 Private Bag X23 Gallo Manor, 2052 Postal address: Directors WACO AFRICA PROPRIETARY LIMITED Given on behalf of the company at WOODMEAD on 22 SEPTEMBER above Company, subject to the Memorandum of Incorporation. SHARE CERTIFICATE (Incorporated in the Republic of South Africa) REG NO. 2012/000665/07 128 Western Services Road Woodmead, 2148 Harrowdene Office Park Registered Office: Secretary Building No. 2 CA (SA) 09008796 P.O BOX 669 ISANDO 1600

SHARE CERTIFICATE

2012/900665/07 WACO AFRICA PROPRIETARY LIMITED

(Incorporated in the Republic of South Africa)

REG NO. 2012/000685/07

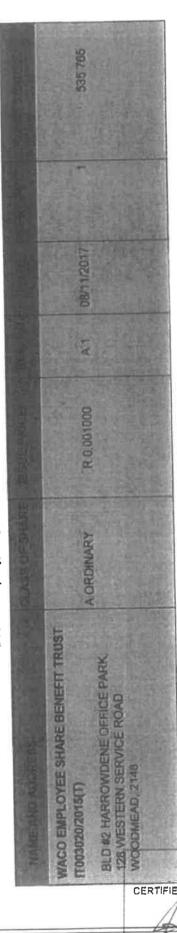
128 Western Services Road Harrowdene Office Park Registered Office: Woodmead, 2148

Building No. 2

PostNet Suite #108 Private Bag X23 Gallo Manor, 2052. Postal address:

This is to certify that the undermentioned is the registered proprietor of fully paid up shares as shown below in the capital of the

above Company, subject to the Memorandum of Incorporation.



Given on behalf of the company at WOODMEAD on 8 NOVEMBER 2017

Secretary

Directors

ELMARIE ESTERHUIZEN COMMISSIONER OF OATHS CA (SA) 09008798 CERTIFIED AS A TRUE COPY OF THE ORIGI

P.O. BOX 669 ISANDO 1600

2 510 000 This is to certify that the undermentioned is the registered proprietor of fully paid up shares as shown below in the capital of the PostNet Suite #108 Private Bag X23 Gallo Manor, 2052 Postal address: 22/09/2015 Directors Given on behalf of the company at WOODMEAD on 22 SEPTEMBER ZOTE WACO AFRICA PROPRIETARY LIMITED above Company, subject to the Memorandum of Incorporation. SHARE CERTIFICATE ... D (Incorporated in the Republic of South Africa) REG NO. 2012/000665/07 R 0.000000 ORDINARY BOPA MORUO PRIVATE EQUITY FUND! 128 Western Services Road Harrowdene Office Park Registered Office: Woodmead, 2148 Secretary Building No. 2 SUITE 1, FIRST FLOOR 3 EXCHANGE SQUARE 87 MAUDE STREET SUITE 1, FIRST FL SUITE 1, FIRST FL 3 EXCHANGE SOL 5 EN MAUDE STREE 6 SOL 5 COL 5 2012/030645/07 P.O. BOX 669 ISANDO 1600



WATER & WASTE INFORMAL SETTLEMENTS BASIC SERVICES

Nashietah Leukes

Monitoring and Evaluation Officer: Informal Settlements Basic Services

T: 021 444 6850 **C**: 083 227 0829

E: Nashietah.Leukes@capetown.gov.za

23 September 2020

To Whom It May Concern

Contract No. 279s/2017/2018 Servicing and management of portable flush toilets in areas of informality CityWide for Region 2 only

Company:

Sanitech a Division of Waco Africa (PTY) Ltd

Company Reg. No.:

2012/000665/07

I hereby confirm the contract stated above between the City of Cape Town and Sanitech. The contract commenced on 1 December 2019.

The scope of work, as follows, is included in the contract:

- 1. Distribution of portable flush toilets to residents living in informal settlements in Region 2 by providing toilets to new beneficiaries or replacing defective toilets.
- 2. Servicing of portable flush toilets within the informal settlements which entails collecting and delivering, emptying and cleaning toilets five times per week following a service schedule.
- 3. Maintenance of portable flush toilets within informal settlements.

The contract scope includes the participation of the Expanded Public Works Program.

Mrs N. Leukes

Nashietah Leukes Informal Settlements Basic Services

FIRST FLOOR, PAROW CENTRE, C/O DE LA REY ROAD AND VOORTREKKER ROAD, PAROW EAST www.capetown.gov.za

Making progress possible. Together.



44, Ceres, 6835 50 Voortrekker St/ Str, Ceres, 6835 Suid Afrika/ South Africa

(+27 23 316 1854 (+27 23 316 1877

admin@witzenberg.gov.za
 www.witzenberg.gov.za

Reference/Verwysing/iRef: 08/2/17/25 Enquiries/Navrae/Imibuzo: Mr. N Jacobs

23 September 2020

To whom it may concern;

CONTRACT NO 08/2/17/25: SUPPLY AND SERVICING OF PORTABLE CHEMICAL TOILETS AND EMPTYING OF SEPTIC TANKS IN THE WITZENBERG AREA

Company: Sanitech

Company reg. no: 2012/000665/07

VAT reg. no: 4440260539

We have pleasure in confirming that the abovementioned company has completed various contracts for the Witzenberg Municipality. The Scope of Work included in this contract involved the following:

- a) Supply of portable chemical toilets
- b) Servicing of portable chemical toilets (twice weekly).
- c) Servicing of septic tanks.

Their current appointment is for the value of R 1 761 503.95 (including VAT and 15% contingencies for special events). This is based on tendered rates provided that expenditure is within the available budget from date of contract signing until 30 June 2022.

The previous work was done on programme and to the specification as per the contract. The Contractor complied with all safety regulations and we were satisfied with the Contractor's performance and professionalism.

Without any doubt we will recommend Sanitech for any similar tenders or contracts.

Please contact the undersigned should you require any further information.

Yours Truly

NJACOBS

MANAGER: WATER & SEWERAGE

SK

Kindly address all correspondence to the Municipal Manager / Rig assebilef alle korrespondensis aan die Munisipale Bestuurder / Yonke imbalehvano mayithuyelwe kuMiswuli kaMasipala

Vision: A united, integreted, prosperous municipality, progressively free of poverty and dependency Visie: 'n Verenigde, geïntegreerde, welverende munisipaliteit, toenemend vry van armoede en afhanklikheid Imbono yethu: Umasipala omanyeneyo, oyondeleleneyo, onentluthe othi rhoo uzikhulule endleleni nokuxhomekeka



REF NO: Sanitec

ENQUIRIES: **R Groenewald** 022 – 701 6934

28 September 2020

Sanitech a Division of Waco Africa (Pty) Ltd

Cape Town, Cnr. Milan Road & Montreal Drive,

Airport Industria

Cape Town

7490

SALDANHA BAY MUNICIPALITY: LETTER OF PERFORMANCE: 3 YEAR TERM TENDER: SBM 32/16/17: SUPPLY AND DELIVERY OF CHEMICAL TOILETS FOR THE PERIOD 01 JULY 2017 TO 30 JUNE 2020

We hereby confirm that Sanitech a Division of Waco Africa (Pty) Ltd, was awarded TENDER: SBM 32/16/17: SUPPLY AND DELIVERY OF CHEMICAL TOILETS FOR THE PERIOD 01 JULY 2017 TO 30 JUNE 2020.

This is also to confirm that the services delivered by the Sanitech a Division of Waco Africa (Pty) Ltd is of satisfactory and acceptable standard.

H METTLER

4/zeule

MUNICIPAL MANAGER

/ab

T: (022) 701 7000 • F: (022) 715 1518 mun@sbm.gov.za • www.sbm.gov.za Private Bag X12 • Vredenburg • 7380



2ND ADDENDUM



2ND ADDENDUM TO LEASE AGREEMENT

ENTERED INTO BETWEEN

BUSINESS VENTURE INVESTMENTS No. 2033 PROPRIETARY LIMITED

AND

RAM HAND-TO-HAND PROPERTIES PROPRIETARY LIMITED

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Agreement(710565.1).Docx
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1 INTERPRETATION

- 1.1 Clause headings in this 2ND ADDENDUM are inserted for convenience only and shall not be used in its interpretation.
- 1.2 All capitalised terms used in the Preamble shall have the meaning given to these terms in this 2ND ADDENDUM.
- 1.3 The provisions of the 2011 LEASE relating to interpretation shall apply and the expressions defined in the 2011 LEASE shall bear the meanings assigned to them therein.
- 1.4 Words in the second column have the meanings stated opposite them in the third column, as follows -

| Killer Street | The state and the state of the | | | |
|---------------|---|---|--|--|
| 1.4.1 | "1 st Addendum" | the 1st Addendum to the 2011 LEASE, concluded between DMG and Waco on 17 May 2016 | | |
| 1.4.2 | "2ND ADDENDUM" | this 2ND ADDENDUM to the 2011 LEASE, together with its Annexures as amended from time to time | | |
| 1.4.3 | "2011 LEASE" | the LEASE AGREEMENT entered into between DMG and Waco on 27 July 2011 together with its annexures | | |
| 1.4.4 | "DMG" | MG Proprieties Proprietary Limited, Registration Number: 1964/001149/07 | | |
| 1.4.5 | "TENANT" | BUSINESS VENTURE INVESTMENTS No. 2033 PROPRIETARY LIMITED, Registration Number: 017/230914/07 | | |
| 1.4.6 | "LANDLORD" | RAM HAND-TO-HAND PROPERTIES PROPRIETARY LIMITED, Registration Number: 2007/021611/07 | | |
| 1.4.7 | "PROPERTY" | Erf 166047 Cape Town, Airport Industria, measuring approximately 4394m², together with all improvements thereon of a permanent nature, which property is situated at Corner Milan Road and Montreal Drive | | |
| 1.4.8 | "WACO" | Waco Africa Proprietary Limited, Registration Number: 2005/038286/07 | | |
| 1.4.9 | "SOUTH AFRICA" | the Republic of South Africa | | |

2 BACKGROUND

- 2.1 DMG and Waco entered into the 2011 LEASE.
- 2.2 On -
- 2.2.1 19 July 2013, DMG, Waco and RAM entered into an Agreement of Cession, whereby DMG ceded, assigned and delegated to RAM all its rights, title and obligations under the 2011 LEASE; and
- 2.2.2 8 January 2018, RAM agreed to a cession, assignment and delegation of all of Waco's rights, title and obligations under the 2011 LEASE and the 1ST ADDENDUM to BVI.
- For purposes of this 2ND ADDENDUM, RAM and BVI will be deemed to have entered into the 2011 LEASE and the 1ST ADDENDUM, by virtue of the cessions set out in 2.2 and will hereinafter be referred to as the LANDLORD and TENANT.





3 INTRODUCTION

3.1 The LANDLORD and TENANT concluded the 1st ADDENDUM on the following salient terms and conditions —

| 3.1.1 | LEASE PERIOD | 5 (five) years |
|-------|-------------------|-------------------|
| 3.1.2 | COMMENCEMENT DATE | 1 October 2016 |
| 3.1.3 | TERMINATION DATE | 30 September 2021 |

The LANDLORD and TENANT wish to renew the 2011 LEASE, as amended by the 1st Addendum, for a further 3 (three) year period ("RENEWAL PERIOD"), which renewal shall be based on the same terms and conditions contained in the 2011 LEASE, as amended by the 1st Addendum, in accordance with the terms and conditions contained in this 2ND Addendum.

4 AMENDMENTS TO THE 2011 LEASE AND 1ST ADDENDUM

4.1 The LANDLORD and TENANT have agreed to renew the 2011 LEASE, as amended by the 1st Addendum, on the following salient terms and conditions —

| 4.1.1 | LEASE RENEWAL PERIOD | 3 (three) years |
|-------|---------------------------------|-------------------|
| 4.1.2 | LEASE RENEWAL COMMENCEMENT DATE | 1 October 2021 |
| 4.1.3 | LEASE RENEWAL TERMINATION DATE | 30 September 2024 |
| 4.1,4 | OPTION PERIOD | 2 (two) years |
| 4.1.5 | OPTION NEGOTIATION DATE | 1 July 2024 |
| 4.1.6 | OPTION COMMENCEMENT DATE | 1 October 2024 |
| 4.1.7 | OPTION TERMINATION DATE | 30 September 2026 |

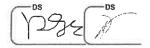
4.2 The LANDLORD and TENANT agree that the monthly rental payable by the TENANT to the LANDLORD for the Lease Renewal Period, set out in 4.1.1, shall be –

| PERIOD FROM | PERIOD TO | MONTHLY RENTAL (Ex. VAT) | VAT | TOTAL MONTHLY RENTAL |
|-------------|-------------|--------------------------|------------|----------------------|
| 1 Ост 2021 | 30 SEP 2022 | R105 000.00 | R15 750.00 | R120 750.00 |
| 1 Ост 2022 | 30 SEP 2023 | R112 350.00 | R16 852.50 | R129 202.50 |
| 1 Oct 2023 | 30 SEP 2024 | R120 214.50 | R18 032.18 | R138 246.68 |

4.3 For the avoidance of doubt, it is hereby recorded that the rental shall escalate at a rate of 7% (seven percent) for the Lease Renewal Period set out in 4.1.1.

5 **OPTION**

- 5.1 The LANDLORD has afforded the TENANT an Option to Renew the Lease for a further period of 2 (two) years as set out in 4.1.4 hereinabove.
- 5.2 Accordingly, the LANDLORD and TENANT agree that the 2011 LEASE is hereby amended by inserting the following





new clause clauses 37 (OPTION) and 38 (EXPERT'S DETERMINATION), by virtue of this 2ND ADDENDUM.

- **37 OPTION**
- 37.1 The Tenant shall have an option to renew the lease for the Option Period.
- 37.2 The Option, if validly exercised, shall commence on the Option Commencement Date and shall terminate on the Option Termination Date. The Tenant shall exercise the option by written notice to the Landlord, not less than 3 (three) months prior to the Termination Date set out in 4.1.3, failing which, the Option shall lapse.
- 37.3 The Option shall be on the same terms as are set out in the Lease, save that -
- 37.3.1 there shall be no further option to renew; and
- 37.3.2 the rent payable by the Tenant to the Landlord during each month of each succeeding year in the Option Period shall be agreed on by the Parties within 30 (thirty) days of the Option Negotiation Date referred to in 4.1.5 or, failing such agreement within such period, shall, subject to 37.4, be referred for Expert's determination in accordance with the provisions of 38 (Expert's Determination).
- 37.4 The Expert shall in determining the rent have regard to market related rentals payable in respect of similar premises in the area where the Property is situated, including having regard to any increases or decreases in rentals and/or escalations achieved in the property market in the area where the Property is situated and generally.
- 38 EXPERT'S DETERMINATION
- 38.1 Should any provision of this Lease provide that the resolution of a dispute shall be determined by means of an Expert's determination, then either Party shall be entitled by Written notice to the other, to request the -
- 38.1.1 appointment of the relevant Expert; and
- 38.1.2 determination of the dispute by the Expert appointed in terms of this 38.
- 38.2 For the purposes of this Lease, the expert ("EXPERT") shall be -
- a sworn real estate valuer practising as such in the area where the Property is situated and agreed to by the parties or, failing agreement between them, appointed by the President for the time being of the South African Institute of Valuers or his nominee, should the determination be in respect of the rental payable for the option period as contemplated in 37 (Option);
- 38.2.2 an independent architect of at least 10 (Ten) years standing, agreed upon between the Parties, and failing agreement within 3 (Three) days of the dispute arising, appointed by the President for the time being of the South African Institute of Architects should the determination be in respect of a building, construction or destruction matter or a development matter.
- 38.3 The Expert shall allow the Parties and/or their legal advisors to make such oral and/or written representations in regard to such dispute prior to making his determination.
- 38.4 The Expert shall act as an expert and not as an arbitrator and/or mediator and his decision, including any determination with regard to his costs, shall, save for any manifest error in calculation, be final and binding on the Parties.
- 38.5 Any hearing by the Expert shall be held in Cape Town.
- 38.6 Immediately after the Expert has been appointed, he may be called upon by the Parties to fix a date and place when and where the proceedings shall be held and to settle the procedure and manner in which the proceedings will be held.
- 38.7 The Parties shall use their best endeavours to procure that the decision of the Expert shall be given within 30 (thirty) days or so soon thereafter as possible after the determination has been called for.
- 38.8 The Expert shall determine which Party is liable for his fees and disbursements and failing any such determination, the Parties shall share them equally.





6 APPLICABILITY OF THE 2011 LEASE

Save for the amendments provided herein, the remaining provisions of the 2011 LEASE shall remain of full force and effect, provided that in the event of any conflict between 2011 LEASE and this 2ND ADDENDUM, the provisions of this 2ND ADDENDUM shall prevail.

7 SIGNATURE

SIGNATURE BELOW CONSTITUTES SIGNATURE OF THIS 2ND ADDENDUM, ITS SCHEDULES AND ANNEXURES.

| TENANT | BUSINESS VENTURE INVESTMENTS No. 2033 PROPRIETARY LIMITED |
|--|---|
| NAME OF AUTHORISED REPRESENTATIVE WHO WARRANTS. THAT HE IS DULY AUTHORISED HERETO | ROBERT ERASMUS |
| DESIGNATION | MANAGING DIRECTOR |
| PLACE OF SIGNATURE | CAPE TOWN |
| DATE OF SIGNATURE | Tuesday, June 8, 2021 |
| SIGNATURE | DocuSigned by: |
| отничения выпланиям на принцентичности по принцентичности на принценти на принцентичности | 96RD62066DB541C |

| LANDLORD | RAM HAND-TO-HAND PROPERTIES PROPRIETARY LIMITED |
|--|---|
| NAME OF AUTHORISED REPRESENTATIVE WHO WARRANTS THAT HE IS DULY AUTHORISED HERETO | Alan Da Costa |
| DESIGNATION | GROUP LEGAL COUNSEL |
| PLACE OF SIGNATURE | Isando |
| Date of Signature | Tuesday, June 8, 2021 |
| Signature | DocuSigned by: |
| an kun perisu na kacaman na maranga na maranga kuman mana san un sai dasan kun kun mahan da maranga kabapan ma | F68D23E302A647A |



Civic Centre 12 Hertzog 8oulevard 8001 PO Box 655 Cape Town 8000 VAT registration number 4500193497

D M G PROP PTY LTD PO BOX 418 SEA POINT 8060

Tax invoice number Customer VAT registration number Account number 190008058373 135181260

Distribution code

1000569972

Computer generated copy tax invoice

Business pariner number

Tel: 086 010 3089 - Fax: 086 201 1017 Tel: International calls +27 21 401 4701 E-mail: accounts@capetown.gov.za

Correspondence: Director: Revenue, P O Box 655.

Cape Town 8000

Web address;www.capetown.gov.za

| Account summary as at 12/05/2021 | | Due date 07/06/2021 |
|---|-----------------------|--------------------------------|
| At 4 MILAN ROAD, BOQUINAR INDUSTRIAL AREA | A / Erl 166047 | 38430.08 |
| Previous account balance | | 36430.00 |
| Less payments (06/05/2021) | Thank you | 38430.08- |
| | | 0.00 |
| (a) | | 23942.69 |
| Latest account - see overleaf | | |
| | Payable by 07/06/2021 | 23942.65 |
| Current amount due (b) | Total (a) + (b) | 23942.69 |
| Total (a) + (b) above | 23942.69 | CARE A LITTLE. SAVE A LOT. |
| Total liability | 23942.69 | www.capetown.gov.za/thinkwater |

Please note:

(a) Debit orders: Call 0860 103 089 or visit a Customer Service Centre.(b) Internet payments: Visit www.Easypay.co.za.

(c) Electronic payments (EFT): Select the City of Cape Town as a bank-listed beneficiary on your bank's website. Use only your nine-digit municipal account number as reference

(d) Direct deposit at Nedbank: Please present your account number 135181260 to the bank teller. (e) Cash, debit card, credit card and other: Please present your account to

the cashier. 2. Where the City incurs bank costs on any mode of payment, the City will recover such cost on the portion of the amount above R7000.00 per transaction per account number The City absorbs such costs in respect of a single payment of R7000.00 and below.

interest will be charged on all amounts still outstanding after the due date.

You may not withhold payment, even if you have submitted a query to the City concerning this account.

5. Failure to pay could result in;

(a) The City recovering debt overdue on the purchasing of pre-paid electricity,

(b) your water and/or electricity supply being disconnected/restricted, immediate reconnection of the supply after payment cannot be guaranteed.

A disconnection fee will be charged and your deposit amount might be increased.

Pay points: City of Cape Town cash offices or the vendors below:











D M G PROP PTY LTD



| | | | | , 0 |
|--|------|------|------|-----|
| | | | | |

135181260 Account number 23942.69 Total due if not paid in cash 23942.60 Amount due if paid in cash

Rounded down amount carried forward to next invoice

0.09

135181260 Account number Account details as at 12/05/2021 PROPERTY RATES (Period 15/04/2021 to 12/05/2021) 28 Days At 4 MILAN ROAD, BOQUINAR INDUSTRIAL AREA / Erf 166047 Industrial 7851.37 # From 15/04/2021 : R 8869000.00 @ 0.0115400 ÷ 365 x 28 7851.37 WATER (Period 09/04/2021 to 06/05/2021 - 28 Days) (Actual reading) At 4 MILAN ROAD, BOQUINAR INDUSTRIAL AREA / Erf 166047 Meter no: C-BKU7662 / Consumption 251.000 kl / Daily average 8.964 kl & Consumption charge (commercial) 6787.04 (251.000 kI X R 27.0400) 58.52 $\& \;$ Fixed Basic Charge (15 MM - C-BKU7662) R 58.52×1 6845.56 SEWERAGE (Period 09/04/2021 to 06/05/2021 - 28 Days) (Actual reading) A† 4 MILAN ROAD, BOQUINAR INDUSTRIAL AREA / Erf 166047 & Disposal charge 5794.34 (238.450 kl X R 24.3000) 5794.34 SEWERAGE (Period 09/04/2021 to 06/05/2021 - 28 Days) (Actual reading) At 4 MILAN ROAD, BOQUINAR INDUSTRIAL AREA / Erf 166047 0.00 IMPROVEMENT DISTRICT (Period 15/04/2021 to 12/05/2021) 28 Days At 4 MILAN ROAD, BOQUINAR INDUSTRIAL AREA / Erf 166047 1352.56

Total value

& From 15/04/2021 : R 8869000.00 @ 0.00198800 ÷ 365 x 28

1352.56

Add 15% VAT on amounts marked with & above

2098.86

0% VAT on amounts marked with # above

Current account: Total due

23942.69

Meter details

Previous reading

New reading

Units used

WATER

C-BKU7662

001

621.000kl

(Actual)

872.000kl

(Actual)

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VAN/SURNAME

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VOCANAME/FORENINES

STEPHEN JOHN MICHAEL

3

GERCORTEDISTRIK OF-LAND/ DYSTRICT OR COLNURY OF BIRTH

SOUTH AFRICA

DATE OF BIRTH

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1963-07-09

DATE ISSUED

1999-01-04

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ELMARIE ESTERHUIZEN
COMMISSIONER OF OATHS
CA (SA) 09008798
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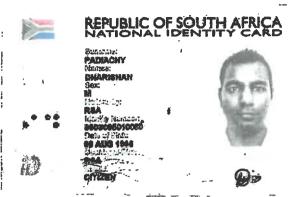
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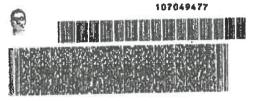
Woodnead Office Park, 14 Stirrup Lane, Woodnead, Gauteng, RSA 2191 Talephone: *27(11) 481 1400 Facelinist: *27(11) 481 1450

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If found phase party to the Department of Store Affairs For engalty or verticalists perpetate section (Sec. 80 41 80

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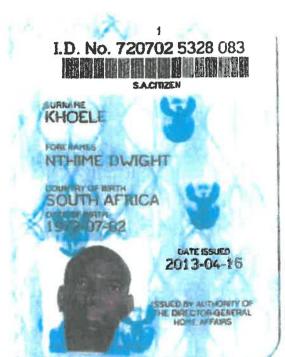
NOTICE OF PERSONAL PARTICULARS

Any changes to the personal particulars your ID Book must be communicated to all retevent parties.

NOTICE OF CHANGE OF ADDRESS

Keep are MOTICE OF CHANGE OF ADDRESS form in this pocket to wood a change of address or a change in particular of your present yields e.g. name of street and/or test number etc.

promoting at or post to the nearest promotedistrict office of the PARTMENT OF HOME AFFAIRS



ELMARIE ESTERHUIZEN COMMISSIONER OF OATHS CA (SA) 09008798 CERTIF DAS A TRUE COPY OF THE ORIGINAL

P./ BOX 669 ISANDO 1600

SANITECH, A DIV. OF WACO AFRICA (PTY) LTD

Waco Africa is jointly owned by two juristic persors namely WacoSA Security, with 69.9% ownership, and Bopa Moruo Private Equity Fund1 (Black Owned Company), with 25.1% ownership. Waco Employee Share Benefit Trust with 5% ownership.

Juristic Shareholders

| Name | Address | Percentage of Shares |
|--|--|----------------------|
| Bopa Moruo Private Equity Fund1 Company Reg No : 2012/030645/07 Tel : 011 784 1740 | 1st Floor, Deutsche Bank Bullding 3 Exchange Square 87 Maude Street Sandton, 2196 | 25,10% |
| Waco SA Security Company Reg No : 2012/012663/07 Tel : 011 461 1403 | Woodmead Office Park 14 Stirrup Lane off van Reenen Ave Woodmead 2191 | 69,90% |
| Waco Employee Share Benefit Trust IT003020/2015 | Woodmead Office Park 14 Stirrup Lane off van Reenen Ave Woodmead 2191 | 5,00% |

Registered Director Details

| Name | Identity No | Position | Tax Reference Nr. | Cellphone Nr. | HDI Status | Gender | % devoted to |
|----------------------------------|------------------|-------------------------------------|--|---------------|------------|--------|--------------|
| | 1 | Waco Africa (Pty) Ltd Appe | ointed Directors : Tel : 01 | 1 842 4000 | | | |
| Mark Robert Towler | 600207 5146 08 4 | Company Secretary | | 083 300 9408 | w | Male | 69,90% |
| Stephen John Michael Goodburn | 630709 5021 08 8 | Director | 0106039811 | 083 419 7408 | w | Male | 69,90% |
| Philisani David Ngcobo | 651224 5560 08 9 | Director | 0323716142 | 083 273 9315 | В | Male | 69,90% |
| Dharishan Padiachy | 860809 5010 08 0 | Director | 3963209147 | 079 517 2883 | 1 | Male | 69,90% |
| Andiswa Mjuleka | 880622 0516 08 4 | Director | 432 459 188 | 011 328 7451 | В | Female | 25,10% |
| Velli Baloyi | 900611 5623 08 2 | Director | 452 033 244 | 061 486 0870 | В | Male | 25,10% |
| Boitumelo Tlhabanelo | 7702285362087 | Director | 0953054145 | 082 389 3609 | 8 | Male | 25,10% |
| NthIme Dwight Khoele | 7207025328083 | Director | 1838075842 | 084 909 9999 | В | Male | 25,10% |
| | | | Divisional Directors 2 2100 (Head Office) | 1 | | | |
| Robert Erasmus | 750831 5071 08 9 | Managing Director | 0293038642 | 083 444 9505 | w | Male | 100% |
| Faizal Dockrat | 840625 5039 08 4 | Financial Director | 0724342159 | 082 5111 281 | 1 | Male | 100% |
| Gary Arthur Brown | 610121 5166 08 3 | Regional Director KZN | 0341025203 | 083 449 8377 | w | Male | 100% |
| Riaan Swartz | 700831 5211 08 2 | Regional Director Cape | 0169125143 | 073 114 8314 | w | Male | 100% |
| Calvin Chetty | 850302 5059 08 5 | Africa Director | 0941353153 | 083 461 5912 | 1 | Male | 100% |
| Gerhard Britz | 690618 5146 0B 3 | Director Environmental Systems | 0001296680 | 073 001 3705 | w | Male | 100% |

Ownership Organogram



(%6.69)

Bopa Moruo

(25.1%)

Waco Employee Share Benefit Trust (registered in South Africa)

(2%)

BEE Partner















VALUE-ADDED TAX BELASTING OP TOEGEVOEGDE WAARDE Notice of registration - OFFICE ISSUE

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| E-mail SSAU | DE@SARS.GOV.ZA | | | |
| Date Datum | | | | |

P.O BOX 650081 BENMORE 2010

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WACO AFRICA PTY LTD

SANITECH

WACO AFRICA PTY LTD - SANITECH

This number must be indicated on all fax invoices besued by you and quote this registration number in correspondence with this office or during interviews.

filerdie belastingnommer most op alle belastingfakture wat is uitrelfe, verstrak word en gebruik skyd hierdie registrasienommer to u korrespondensie of tydens besoek som hierdie kantoor.

Your reference number is: U verwysingsnommer is:

4440260539

Date of registration: Datum van registrasis:

20120601

The VAT103 Notification of Registration will be issued in due course. Die VAT103 Kennisgewing van Registasie sal binnekort uitgereik word.

I confirm that the above-mentioned enterprise has been registered as a vendor for VAT purposes. Ek bevestig dat die bogenoemde onderneming as 'n ondernemer vir BTW-doeleindes geregistreer is.

R. SAUDE

Bornole

Name & Sumame (Team Member) Naam & Van (Spanlid)

Signature (Team Member) Handtekening (Spanild)

X. JELE

Signature (Team Leader) Hendtekening (Spanieler)

Name & Sumame (Team Leader) Naam & Van (Spanleier)

for SARS branch office n. SARS takkentoor

ELMARIE ESTERHUIZEN COMMISSIONER OF OATHS CA (SA) 09008798

CERT IED AS A TRUE COPY OF THE ORIGINAL

P.O BOX 669 ISANDO 1600

Office Stamp (with date)

Kantoorstempel (met datum)



EMPLOYEES TAX WERKNEMERSBELASTING

EMR 103

Notice of registration - Office Issue Kennisgewing van registrasie - Kantooruitreiking

| WACO AFRK | YTY AC | LTD | | Control of the second | | - 20-2 |
|-----------------------------|------------------|---------------------------------------|-------------|-----------------------|--------------------|---------------|
| PO BOX 1270 |)6 | · · · · · · · · · · · · · · · · · · · | | | | |
| JACOBS | 1 El Mours | ده و-۱۹۰۹ سناد دا | | n kina asawa a poj | Million of America | • i |
| and the second strategy and | ** *** • ******* | 4004 ,**1 | ar -= ,1 tw | dede, tywnerst | سو ښاه زود خده | قدد ۽ ه |
| and the second | rin Stiem (G | e in United that | ing trapity | transfergi yee | ur i mine | odimen. |
| 4026 | | | • | # 1, = | | |

| ISX TVDS: | Production of the contract of |
|---------------------|--|
| Belastingtipe | PAYE/SDL/UIF |
| SARS branch officer | by the paper was a second and a |
| SARS takkentoor: | Megawatt Park |
| Enquiries: | THE MAN TO SEE THE CONTROL OF THE PROPERTY OF |
| Vayrae: | 0116022010 |
| Telephone number | militarian in Taratan (11) delignosti i vari et philosophi i estimati i estimati. |
| felefoonnommer: | 0116022010 |
| ay number | das lugga et elizarratur et tuga elle esta elle legge |
| aksnommer: | 0866103973 |
| Cate | Bearing Nice can introduce and resolve reported a service samely in growing to a conjugate |
| Datum: | 2012-09-06 |

Trading or other name

Handels- of ander naam

WACO AFRICA PTY LTD - SANITECH

Your reference number is: U verwysingsnommer is:

PAYE/LBS :7720780321

SOUTH APPROAD PROMISE SHINGE

L720780321

RIVONIA 2128

UIF

U720780321

This number must be indicated on all correspondence with the Hierdie nommer moet on alle korrespondensie as indicated by alle korrespondensie as indicated as indicated by alle korrespondensie as indicated by allege by allege

- 2. Payment in respect of PAYE, SDL or UIF must be made under cover of an EMP 201 (Return) to the SARS branch office within 7 days after the end of the month during Which it was deducted or withheld. Where the 7th day is not a "Business day" such payment must be made on or before the last "Business day" prior to the 7th day. "Business day" means any day which is not a Saturday, Sunday or public holiday.
- 3. If payment is not paid in full within 7 days, a penalty equal to 10% as well as interest at the prescribed rate are payable on the amount in respect of the period during which such short payment remains unpaid.
- 4. Please notify above-mentioned SARS branch office in writing within 21 days of any change in your registered particulars or if a person ceased to be an employer.
- 5. Please refer to EMP 10 guidelines to employers, for further information regarding Employees Tax, Skills Development Levy or Unemployment Insurance Contributions:

- 2. Betalings ten opsigte van LBS, SDL of UIF moet binne 7 dae na die einde van die maand waartydens dit afgetrek of teruggehou is, per EMP 201 - (Opgawe) and die SARS takkantoor oorbetaal word. Waar die 7de dag nie 'n "Besigheidsdag" is nie meet die bedoelde betailing voor of op die laaste "Besigheidsdag" wat die 7de dag voorafgaan, betaal word. "Besigheidsdag" beteken enige dag wat nie 'n Saterdag, Sondag of openbare vakansiedag is nie,
- 3. Indien die betaling nie binne die tydperk van 7 dae ten volle betaal is nie, is 'n boete gelyk aan 10% asook rente teen die voorgeskrewe koers betaalbaar op die bedrag ten opsigte van die tydperk waartydens die bedrag uitstaande
- 4. Stel asseblief bovermelde SARS takkantoor binne 21 dae skriftelik in kennis van enige verandering in geregistreerde besonderhede of Indien 'n persoon opgehou het om 'n werkgewer te wees.
- 5. Verwys asseblief na EMP 10 riglyne aan werkgewers, vir verdere inligting aangaande Werknamersbolosting, "Skills Development Levy" of die "Unemployment Insurance Contributions"

Issued by the South African Revenue Service

SETA code: SETA kode:

Chamber code:

Handelskamer kode:

กกกลด

Ultgereik deur die Suld-Afrikaans Inkomstediens

ELMARIE ESTERHUIZEN COMMISSIONER OF OATHS CA (SA) 09008798

CERT FIED AS A TRUE COPY OF THE ORIGINAL

P.O BOX 659 ISANDO 1600





CALL CENTER NO: 0860 105 350

REG NO

: 990000488038

FAX NO

: 0123456789

ISSUE DATE

: 2021-04-26

CERTIFICATE NO: 2020016300

SANITECH PO BOX 12706 **DURBAN**

LETTER OF GOOD STANDING

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

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

SANITECH

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

Nature of business :SANITATION MATRIAL DLR.

Expiry date :2022-04-30

IMPORTANT NOTICE:

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

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

ELMARIE ESTERHUIZEN

PLEASE, use the Below link (Website Address) to check if the Letter of Good Standing is valid: https://cfonline.labour.gov.za/VerifyLOGS

Yours faithfully

COMPENSATION COMMISSIONER

W.As. 48 Compensation House, Car Hamilton and Soutpansberg Road, PO Box 955, Pretoria, 0001 Fax:(012)357-1817 Website:http://www.labour.gov.za

Belinda Dauth

From:

Compliance < Compliance@uif.gov.za>

Sent:

Wednesday, 10 February 2021 10:42

To:

Lucky Mngadi (UIF)

Subject:

Please do not reply Compliance@uif.gov.za

Good day applicant

Thank you for the application.

Please note that the UIF has implemented an online system for applications for Compliance Certificates and Tender Letters from 25 January 2021.

Please log onto https://uifcompliance.labour.gov.za to submit your application online.

'Alternatively visit https://www.labour.gov.za and click on Online Services to access the system.

This is an automated email response and please do not respond to it.

Kind regards

UIF Compliance T: 0800 030 007

Registered Director Details - Municipal

| Name | Physical Business Address | Identity No | Position | Physical Residental address | Municipal Account | HDI Status | Gender | % devoted to firm |
|----------------------------------|---|-------------------------|------------|--|----------------------|---------------|--------|-------------------------|
| | Waco Internati | onal Holdings (Pty) Lto | d Appointe | Waco International Holdings (Pty) Ltd Appointed Directors : Tel : 011 461 1400 | 0 | | | |
| Stephen John Michael Goodburn | Woodmead Office Park, 14 Stirrup Lane off van reenens Ave, Woodmead, 2191 | 630709 5021 08 8 | Director | 45 Monte Christo, Anchor Road, Beyerspark, Boksburg, 1459 | 2202343052 | * | Male | 74,90% |
| Philisani David Ngcobo | 171 Barbara Rd, Elandsfontein | 651224 5560 08 9 | Director | 6 Summerset Estate, 7th Road, Blue Hills, Midrand, 1685 | 6970809564 | œ | Male | 74,90% |
| Andiswa Mjuleka | 35 Fricker Road, Sandton, 2196 | 880622 0516 08 4 | Director | 62 Kyalami Hills, Maple Drive, Midrand | 432 459 188 | Ω | Female | 74,90% |
| Velli Baloyi | 35 Fricker Road, Sandton, 2196 | 900611 5623 08 2 | Director | 279 Kyalami Hills, Maple Drive, Midrand | 452033244 | œ | Male | 74,90% |
| Dharishan Padiachy | Woodmead Office Park, 14 Stirrup Lane off van reenens Ave, Woodmead, 2191 | 860809 5010 08 0 | Director | 3687 Nile Drive, Waterfall Country Village Est, Jukskei View, 2195 | 3963209147 | _ | Male | 74,90% |
| Boitumelo Tlhabanelo | Deutsche Bank Building, 3 Exchange Square, 87 Maude Street, Sandton | 7702285362087 | Director | 898 Redbush Close, Carlswald North Estate, Midrand, 1685 | 900703888 | ۵ | Male | 25,10% |
| Nthime Dwight Khoele | Deutsche Bank Building, 3 Exchange Square, 87 Maude Street, Sandton | 7207025328083 | Director | 124 A Riverside Road, Athol, 2116 | 440822700 | മ | Male | 25,10% |



a world class African city

Computer generated
COPY OF TAX INVOICE
Z H & PD NGCOBO
PO Box 67107
SUMMERSET
2021

You can contact us in the following ways

Phone: Tel: 0860 56 28 74 Fax: (011) 358-3408/9 Correspondence: P O BOX 5000 JOHANNESBURG 2000

E-mail: joburgconnect@joburg.org.za

VAT NO: CITY OF JOHANNESBURG: 4780117194 VAT NO: PIKITUP: 4780191292 VAT NO: JOHANNESBURG WATER: 4270191077 VAT NO: CITY POWER 4710191182

| Date | 2021/05/06 |
|-------------------|-----------------------|
| Statement for | May 2021 |
| Physical Address | 6 LA MOTTE STREET |
| Stand No./Portion | 00000006 - 00000 - 00 |
| Township | SUMMERSET |

| Stand Size | Number of Dwellings | Date of Valuation | Portion | Municipal Valuation | Region |
|------------|------------------------|-------------------|---------|-----------------------------|-------------------|
| 1910 m2 | 1 | 2018/07/01 | A1 | Market Value R 4 043 000.00 | REGION A WARD 112 |

Client VAT Number:

Next Reading Date: 2021/05/21

Deposit: R 800.00

Account Number: 900677003

Less: Incoming Payment (Last Payment Made 2021/04/26)

Sub Total

Current Charges (Excl. VAT)

Previous Account Balance

Invoice Number: 130003890612

VAT @ 15%

PIN CODE: xxxxxx

4,748.58 - 4,600.00

148.58 4,328.39

277.23

175100

90 DAYS + 60 DAYS | 30 DAYS | CURRENT | INSTALMENT PLAN | TOTAL AMOUNT OUTSTANDING | Due Date | 4,754.20 | 2021/05/21

We notice that payment on your account was not received in full last month. If you have since paid we thank you and request that you ignore this message. If you had not yet paid please do so urgently

CERT

ELMARIE ESTERHUIZEN COMMISSIONER OF CATHS CAISALORCOSTES

JED AS A TRUE COPY OF THE OR GRAL

O ROX 669 ISANDO 1600

Jopurg

Remittance Advice:

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

Eliginary.

EasyPay 91115 9006770037

1

Postal Office 0146 900677003

Date: 2021/05/06

Z H & PD NGCOBO

Acc. No.: 900677003

6 LA MOTTE STREET

Standard Bank City of Johannesburg Banking details:

Internet banking - Use the banks pre-loaded Company details SBSA branch deposits - CIN no AA45 to be used in place of bank acc. nr. Client Account No/Deposit Reference 900877003

Total Due

4,754.20 2021/05/21



a world class African city

COPY OF TAX INVOICE ANDISWA MJULEKA 47 MAPLE AVENUE KYALAMI HILLS 1684

You can contact us in the following ways

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

Correspondence: P O BOX 5000 JOHANNESBURG 2000

E-mail: joburgconnect@joburg.org.za

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

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

| Date | 2021/04/08 |
|-------------------|----------------------|
| Statement for | April 2021 |
| Physical Address | 47 MAPLE AVENUE |
| Stand No./Portion | 62 KYALAMI HILLS |
| Township | KYALAMI HILLS EXT.20 |

| Stand Size | Number of Dwellings | Date of Valuation | Portion | Municipal Valuation | Region |
|------------|------------------------|-------------------|---------|-----------------------------|-------------------|
| 97 m2 | 1 | 2018/07/01 | A1 | Market Value R 1,130,000.00 | Region A Ward 132 |

Invoice Number: 34004731863

Client VAT Number:

Next Reading Date: 2021/04/23

Deposit: R 0.00

Account Number: 553481433

Previous Account Balance

Less: Incoming Payment (Last Payment Made 2021/03/26)

Sub Total

Interest on Arrears

Current Charges (Excl. VAT)

VAT @ 15%

PIN CODE: XXXXXX

5,124.36

-3,000.00

2,124.36

9.82

770.84

37.05

| 90 DAYS + 60 DAYS 30 DAYS CURRENT INSTALMENT PLAN TOTAL AMOUNT OUTSTANDING | | | | | | | Total Due | 2,942.07 |
|--|-----------|---------|----------|---------|------------------------|--------------------------|-----------|------------|
| 201 | 90 DAYS + | 60 DAYS | 30 DAYS | CURRENT | INSTALMENT PLAN | TOTAL AMOUNT OUTSTANDING | | |
| 294.75 769.04 1,060.57 817.71 0.00 2,942.07 Due Date 200 | 294.75 | 769.04 | 1,060.57 | 817.71 | 0.00 | 2,942.07 | Due Date | 2021/04/23 |

You are hereby notified that unless immediate payment of the outstanding amount is made the Council will issue instruction to cut off services and institute legal action.

> ELMARIE ESTERHUIZEN COMMISSIONER OF CATHS CATSALEST JETTS CERTIFIED AS A TRUE COPY OF THE CRIGINAL

16/202 BOX 669 ISANDO 1600



Remittance Advice:

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

EasyPay 91115 5534814339

Postal Office 0146 553481433

Date: 2021/04/08

ANDISWA MJULEKA

Acc. No.: 553481433

47 MAPLE AVENUE

Standard Bank City of Johannesburg Banking details:

Internet banking - Use the banks pre-loaded Company details SBSA branch deposits - CIN no AA45 to be used in place of bank acc. nr. Client Account No/Deposit Reference 553481433

Total Dut Due Date

2,942.07 2021/04/23



Internet Banking Standard Bank Centre 5 Simmonds Street, Johannesburg, 2001 P.O. Box 7725, Johannesburg, 2000

Telephone: 0860 123 000 International: +27 11 299 4701

Fax: +27 11 631 8550 Website: www.standardbank.co.za

Dear CITY OF JOHANNESBURG

We confirm that the following payment has been made into your account from Andiswa:

Reference number 2039344713

Listed company name CITY OF JOHANNESBURG

Bank name THE STANDARD BANK OF SOUTH AFRICA LIMITED

Listed company number58250071082Listed company branch number00000205Beneficiary reference553481433Amount2.200.00

Payment date and time 2021-04-08 07h08

If you need more information or have any questions about this payment, please contact: **Andiswa**

0733388281

Payments to Standard Bank accounts may take up to one business day to reflect.

Payments to other banks may take up to three business days.

Please check your account to confirm you have received this payment.

Yours sincerely,

The Internet Banking Team

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

Directors: TS Gcabashe (Chairman) L Fuzile* (Chlef Executive) PLH Cook A Daehnke* MA Erasmus 1 GJ Freser-Moleketi Xueqing Guan2 GMB Kennesly JH Maree NNA Matyurnza KD Moroka NMC Nyembezi ML Oduor-Otieno3 AC Parker ANA Peterside CON4 MJD Ruck SK Tshabalala* JM Vice Lubin Wang2

Company Secretary:Z Stephen - 22/02/2021

*Executive Director 1British 2Chinese 3Kenyan 4Nigerian



Internet Banking Standard Bank Centre 5 Simmonds Street, Johannesburg, 2001 P.O. Box 7725, Johannesburg, 2000 Telephone: 0860 123 000

International: +27 11 299 4701 Fax: +27 11 631 8550

Website: www.standardbank.co.za

Dear CITY OF JOHANNESBURG

We confirm that the following payment has been made into your account from Andiswa:

Reference number 2044636743

Listed company name CITY OF JOHANNESBURG

Bank name THE STANDARD BANK OF SOUTH AFRICA LIMITED

Listed company number58250071082Listed company branch number00000205Beneficiary reference553481433Amount600.00

Payment date and time 2021-04-15 12h24

If you need more information or have any questions about this payment, please contact:

Andiswa 0733388281

Payments to Standard Bank accounts may take up to one business day to reflect.

Payments to other banks may take up to three business days.

Please check your account to confirm you have received this payment.

Yours sincerely,

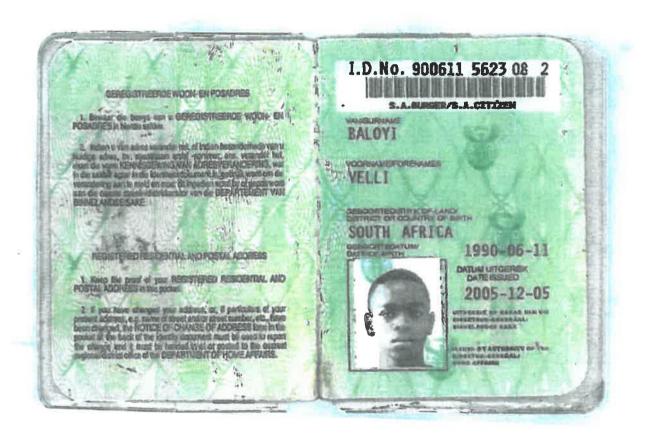
The Internet Banking Team

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

Directors: TS Gcabashe (Chairman) L Fuzile* (Chief Executive) PLH Cook A Daehnke* MA Erasmus 1 GJ Fraser-Moleketi Xueqing Guan2 GMB Kennealy JH Maree NNA Matyumza KD Moroka NMC Nyembezi ML Oduor-Otieno3 AC Parker ANA Peterside CON4 MJD Ruck SK Tshabalala* JM Vice Lubin Wang2

Company Secretary: Z Stephen - 22/02/2021

*Executive Director 1British 2Chinese 3Kenyan 4Nigerian



ELMARIE ESTERHUIZEN
COMMISSIONER OF OATHS
CA (SA) 09008798
CERTIF: DAS A TRUE COPY OF THE ORIGINAL

P.O. B X 659 ISANDO 1600

ANGOR Property Specialists (Pty) Ltd Residential Property Management

Reg No 2005/004571/07 | VAT No 4220176988 | Website www.angor.co.za | Email Info@angor.co.za

Tel 087 006 0011 | Fax 086 679 6601 | PO Box 787319, Sandton, 2146

Head Office First Floor, Wrigley Field, The Campus, Comer of Sloane Street and Main Road, Bryanston, Sandton, 2021



Levy Statement / Tax Invoice

Kyalami Hilis Body Corporate

K F Diale & V Baloyi 342 Kyalami Hills Maple Drive

Midrand

Statement Date:

1-Jun-2021

Payments Up To:

19-May-2021

Premises:

UNIT 342

You must use the following reference on your payment:

KHS0342A

Amount Due:

R751.63

Transactions

| Date | Details | Debit | Credit | Balance |
|-------------|---|-----------|-------------|------------|
| 1-Apr-2021 | Balance Brought Forward | R415.66 | | R415.66 |
| 23-Apr-2021 | ACB CREDIT SETTLEMENT - INVESTECPBKHS0342A | | R-1 960.00 | R-1 544.34 |
| 1-May-2021 | Water: 9-Feb-2021 to 9-Mar-2021 - UNITS 6(424 - 430) | R42.81 | | R-1 501.53 |
| 1-May-2021 | Levy - Standard | R1 166.68 | | R-334.85 |
| 1-May-2021 | Geyser Insurance | R35.00 | | R-299.85 |
| 1-May-2021 | Domestic Effluent | R510.55 | | R210.70 |
| 1-May-2021 | Levy - CSOS | R24.24 | | R234.94 |
| 1-May-2021 | Maintenance Plan - 10 Year | R305.03 | | R539.97 |
| 3-May-2021 | ACB CREDIT SETTLEMENT - INVESTECPBKHS0342A | | R-1 960.00 | R-1 420.03 |
| 1-Jun-2021 | Water: 9-Mar-2021 to 9-Apr-2021 - UNITS 10(430 - 440) | R130.16 | | R-1 289.87 |
| 1-Jun-2021 | Levy - Standard | R1 166.68 | | R-123.19 |
| 1-Jun-2021 | Geyser Insurance | R35.00 | | R-88.19 |
| 1-Jun-2021 | Domestic Effluent | R510.55 | | R422.36 |
| 1-Jun-2021 | Levy - CSOS | R24.24 | | R446.60 |
| 1-Jun-2021 | Maintenance Plan - 10 Year | R305.03 | | R751.63 |
| | SIE ESTERHUIZEN | | Amount Due: | R751.63 |

ELMARIE ESTERHUIZEN COMMISSIONER OF OATHS

C4 (SA) 29008798 CERTIFIED AS A TRUE COPY OF THE ORIGINAL

P.O. BOX 659 ISANDO 1500

Bank Details

Important: No cash payments at our offices

Bank: ABSA

Branch Code: 632005

Account Name: Kyalami Hills BC Account Number: 40777031

payable to your Body Corporate

21 - All amb its are due and payable in advance on the 1st (first) day of

month and late payments will attract interest

Should this account not be queried within 14 days we accept this as correct

Payments are accepted without prejudice and will be allocated firstly against collection costs, interest and arrears; and thereafter to current levies due

Please note:

Please visit ANGOR Online to view levy statements, Scheme information and documents. You can also download a Debtors Ledger for your Tax Return or capture banking details to set-up a Debit Order. https://online.angor.co.za



REPUBLIC OF SOUTH AFRICA

SUMMER PADIACHY NEMES: CHARISHAN GOX: BI NOTICE Up:



HERMAN KILIAN CA(SA) 20034147 COMMISSIONER OF OATHS (RSA) CERTIFIED AS A TRUE COPY OF THE ORIGINAL

Woodmend Office Park, 14 Stirup Lene, Woodmend, Gauteng, RSA 2191 Telephone: +27(11) 481 1400 Facsimile: +27(11) 481 1450

This card has been isosaed by the Department of Home Affairs in terms of the identification Act, Act 68 of 1897

il licensi picasa patern to the Deportment of these Affeira For exquity of verification purposes contest \$500 00 11 80

10 OCT 2017

RSA

107049477



ELMARIE ESTERHUIZEN CERTIFIED AS A TRUE COPY OF THE ORIGINAL

P.O. B X 659 ISANDO 1600



a world class African city

COMPUTER GENERALED
COPY OF TAX INVOICE

WATERFALL COUNTRY ESTATE WUQF (PTY)LTD 21 AUGRABIES FALLS BOULEVARD JUKSKEI VIEW EXT.19 1662

You can contact us in the following ways

Phone: Tel: 0860 56 28 74 Fax: (011) 358-3408/9 Correspondence: P O BOX 5000 JOHANNESBURG

E-mail: joburgconnect@joburg.org.za

VAT NO: CITY OF JOHANNESBURG: 4780117194
VAT NO: JOHANNESBURG WATER: 4270191077

VAT NO: PIKITUP: 4790191282 VAT NO: CITY POWER 4710181182

| Date | 2021/04/08 |
|-------------------|-----------------------|
| Statement for | April 2021 |
| Physical Address | 22 NILE DRIVE |
| Stand No./Portion | 00003687 - 00000 - 00 |
| Township | JUKSKEI VIEW EXT.57 |

| Stand Size | Number of Dwellings | Date of Valuation | Portion | Municipal Valuation | Region |
|------------|------------------------|-------------------|---------|-----------------------------|-------------------|
| 600 m2 | | 2018/07/01 | A1 | Market Value R 6,400,000.00 | Region A Ward 132 |

Invoice Number: 124004485573

Client VAT Number:

Next Reading Date: 2021/04/23

Deposit: R 417.41

Account Number: 551735178

Previous Account Balance

Less: Incoming Payment (Last Payment Made 2021/03/08)

Sub Total

Current Charges (Excl. VAT)

VAT @ 15%

PIN CODE: XXXXX

10,937.97 - 10,937.97 0.00 5,237.00

176.08

| (00 DAYO : 1 | TO DAVO | 20 DAVE | CHEDENT | INSTALMENT PLAN | TOTAL AMOUNT OUTSTANDING | Total Due | 5,413.08 |
|--------------|---------|---------|----------|-----------------|--------------------------|-----------|------------|
| 90 DAYS + 6 | 0.00 | 0.00 | 5,413.08 | 0.00 | 5,413.08 | Due Date | 2021/04/23 |

Comment on draft IDP & Budget. Join a public mtg from 8 April-5 May 2021 or submit via budgetinputs@joburg.org.za & idpinput@joburg.org.za. Closing date 8 May 2021. Docs & details on www.joburg.org.z

ELMARIE ESTERHUNTEL

COMV IS CARSAR

ED AS A TRUE COPY OF THE CRIGINAL

P.O OX 669 ISANDO 1600



Remittance Advice:

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

EasyPay 91115 5517351788

Postal-Office 0146 551735178

Date: 2021/04/08

WATERFALL COUNTRY ESTATE WUQF (PTY)LTD

Acc. No.: 551735178

22 NILE DRIVE

Standard Bank City of Johannesburg Banking details:

Internet banking - Use the banks pre-loaded Company details SBSA branch deposits - CIN no AA45 to be used in place of bank acc. nr. Client Account No/Deposit Reference 551735178

Total Due One Date

5,413.08 2021/04/23 RE-2017 to SERVIN EN POSITION

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RESERVED RESIDENCE AND POSTAL AND RES

WITH THE REAL PROPERTY AND ADDRESS AND

COLUMN TO THE PROPERTY OF THE



ELMARIE ESTERHUIZEN COMMISSIONER OF OATHS CA (SA) 09008798 CERT ED AS A TRUE COPY OF THE ORIGINAL

P.O. BOX 669 ISANDO 1600

AFFIDAVIT

I, the undersigned, **BOITUMELO TLHABANELO**, identity number 7702285362087 do hereby make oath and state that:

1.

The information herein contained are within my personal knowledge, unless the contrary appears herefrom and are both true and correct.

2

I depose to the contents of this affidavit in my own personal capacity and voluntarily without any threat or duress.

3

I am an adult male with Identity Number 7702285362087. I am currently employed at Bopa Moruo Private Equity Fund Managers (Pty) Ltd with place of business at 3 Exchange Square, 87 Maude Street, Sandton, 2196, Republic of South Africa. My mobile number is 082 389 3609.

4.

This serves to confirm that my residential address is 2 Roseway, Kelvin, 2090.

5.

That I have no municipal accounts or similar which refer to my residential address as I am renting my current residential property.

DEPONENT

BOITUMELO TLHABANELO

THUS SIGNED and SWORN to at Sandton on this the 31 May 2021 by the deponent who has read, knows and understands the contents of this affidavit, who has no objection to taking the prescribed oath and who considers same to be binding on his conscience.

BEFORE ME ON 31 May 2021

ANDISWA MJULEKA CA (SA)

Commissioner of Oaths SAICA Member No: 20039967 3 Exchange Square, 87 Maude Street

Sandton 2196

COMMISSIONER OF OATHS

CA (SA) 09005198

CERTIFIC AS A TRUE COPY OF THE ORIGINAL

PO. BOX 669 ISANDO 1600

TRUE COPY

NOTICE OF PERSONAL PARTICULARS

Any changes to the personal particulars to your ID Book must be communicated to all retevent parties.

NOTICE OF CHANGE OF ADDRESS

New are NOTICE OF CHANGE OF ADDRESS form in this pocket to report a change of address or a change in particular of your present reference e.g. name of street and/or these number etc.

in at or post to the nearest of the partners of the partners of HOME AFFAIRS



ELMARIE ESTERHUIZEN COMMISSIONER OF OATHS CA (SA) 09008798 CERTIFIED AS A TRUE COPY OF THE ORIGINAL

O. B: X 669 ISANDO 1600



a world class African city

COPY OF TAX INVOICE KHOELE N&G PO Box 937 **NORTHLANDS** 2116

You can contact us in the following ways

Phone: Tel: 0860 56 28 74 Fax: (011) 358-3408/9 Correspondence: P O BOX 5000 JOHANNESBURG

@ E-mail: joburgconnect@joburg.org.za

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

VAT NO: PIKITUP: 4780191292 VAT NO: CITY POWER 4710191182

Date 2021/05/13 Statement for May 2021

124A RIVERSIDE ROAD **Physical Address** Stand No./Portion 00000055 - 00003 - RE Township ATHOLL EXT.5

| Stand Size | Number of Dwellings | Date of Valuation | Portion | Municipal Valuation | Region |
|------------|------------------------|-------------------|---------|---------------------|------------------|
| 1985 m2 | 1 | | E1 | | Region E WARD 91 |

Next Reading Date: 2021/05/28 Invoice Number: 34004792743 Deposit: R 946.00 Client VAT Number: 9999999999

Account Number: 440822700

Previous Account Balance

Less: Incoming Payment (Last Payment Made 2021/04/14)

Sub Total

Interest on Arrears

Current Charges (Excl. VAT)

VAT @ 15%

PIN CODE: xxxxxx

1,320.00 - 351.36

968.64

2.91 698.15

104.72

1.774.42

Total Due TOTAL AMOUNT OUTSTANDING INSTALMENT PLAN 90 DAYS + 60 DAYS 30 DAYS CURRENT 2021/05/28 1,774.42 805.78 0.00 0.00 0.00 968.64

We notice that payment on your account was not received in full last month. If you have since paid we thank you and request that you ignore this message. If you had not yet paid please do so urgently

> ELMARIE ESTERHUIZEN COMMISSIONER OF OATHS CA (SA) 09008798

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O BOX 669 ISANDO

Remittance Advice:

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

EasyPay 91115 4408227009

Postal Office 0146 440822700

516008800111159 44082270009

Date: 2021/05/13

KHOELE N&G

Acc. No.: 440822700

124A RIVERSIDE ROAD

Standard Bank City of Johannesburg Banking details:

Internet banking - Use the banks pre-loaded Company details SBSA branch deposits - CIN no AA45 to be used in place of bank acc. nr. Client Account No/Deposit Reference 440822700

Total Due Due Date

1,774.42 2021/05/28



NOTIFICATION OF PAYMENT

Dear: Payment Notification

RMB Private Bank hereby confirms that the following payment instruction has been received:

Date Actioned Time Actioned Trace ID : 2021/06/04 18:19:00 CGBSV9GH

Payer Details

Payment From Cur/Amount : MR NTHIME D KHOELE

ZAR1774.42

Payee Details

Recipient/Account no

Name Bank Branch Code Reference 0515165

CITY OF JOHANNESBURG METR

STANDARD BANK OF S.A.

000205 440822700

END OF NOTIFICATION

To authenticate this Payment Notification, please visit our website at mbprivatebank.com, select the Banking Tools link on the left hand menu, followed by the Verify Payment link and follow the on-screen instructions.

Our customer (the payer) has requested that we send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer.

Disclaimer:

RMB Private Bank does not guarantee or warrant the accuracy and integrity of the information and data transmitted by means of this email and we accept no liability whatsoever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

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An Authorised Financial Services and Credit Provider Reg No. 1929/001225/06 NCA Reg No. NCRCP20

5 Merchant Place, 9 Fredman Drive, Sandton PO Box 785611, Sandton, 2146 Tel: +27 11 303 5000 Fax: +27 11 301 4350 Regional Offices: Pretoria, Hillcrest, Umhlanga, Portside, Tyger Valley, Stellenbosch Service Sulte: 087575