

8/1/R + 6/1/3/2/14



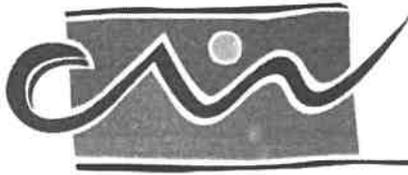
**CAPE WINELANDS DISTRICT**  
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

**ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION**

1. Q 2021/081: VEEAM BACKUP & REPLICATION ENTERPRISE PLUS EDITION LICENSE AND SUPPORT RENEWAL
2. Q 2021/097: RENEWAL OF ADOBE CREATIVE CLOUD ALL APPS LICENSES FOR 12 MONTHS
3. Q 2021/101: SUPPLY AND DELIVERY OF GRADER BLADES, PLOUGH BOLTS AND NUTS

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

Received by [Signature] Date 14/03/2022



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

---

**Q 2021/097**

**RENEWAL OF ADOBE CREATIVE CLOUD ALL  
APPS LICENSES FOR 12 MONTHS**

COMPANY NAME: Neo Technologies  
POSTAL ADDRESS: P.O. Box 755, IFaFi  
Hartbeespoort  
.....

**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 2021/097**  
**RENEWAL OF ADOBE CREATIVE CLOUD ALL APPS LICENSES FOR 12 MONTHS**

---

**Table of Contents**

|   |    |
|---|----|
| A. QUOTATION NOTICE .....   | 3  |
| B. GENERAL CONDITIONS AND INFORMATION .....   | 4  |
| C. NATIONAL TREASURY - GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT .....                       | 15 |
| D. APPLICATION OF PREFERENCE POINT SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 ..... | 26 |
| E. INVITATION TO BID - MBD1 .....   | 27 |
| F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE .....  | 29 |
| G. FORM OF OFFER .....  | 30 |
| H. ACCEPTANCE .....   | 31 |
| I. QUESTIONNAIRE .....  | 32 |
| J. DECLARATION OF INTEREST – MBD 4 B .....  | 33 |
| K. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9) .....   | 38 |
| L. REFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1) .....  | 40 |
| M. CONTRACT FORM – PURCHASE OF GOODS/WORKS OR RENDERING OF SERVICES (MBD 7.1 or 7.2) .....                | 45 |
| N. MUNICIPAL RATES AND SERVICES .....   | 47 |
| O. AUTHORITY FOR SIGNATORY .....  | 48 |
| P. DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT (SCM) PRACTICES (MBD 8) .....                     | 49 |
| Q. CREDIT ORDER INSTRUCTION.....  | 51 |
| R. COMPULSORY DOCUMENTATION / CHECKLIST.....  | 52 |
| S. REFERENCES .....   | 53 |

## A. QUOTATION NOTICE

---

Formal Written Price Quotations are hereby invited for 4 x Adobe Creative Cloud All Apps licenses. Technical enquiries regarding this bid can be directed to Abdul Gabier at telephone no. 0861 265 263.

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

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

Duly completed quotations must be enclosed in a (separate) sealed envelope and endorsed with the relevant quotation number and description on the envelope/s. The sealed quotations must be placed in the official quotations box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch, before **11h00 on Wednesday, 02 February 2022.**

**HF PRINS**  
**MUNICIPAL MANAGER**

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

---

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

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

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

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

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

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

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

### **2. Validity Period**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **12. Subcontracting**

The Contractor shall not subcontract the whole of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidders other than EMEs

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

Bidders who qualify as EMEs

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

### VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 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

**33. Letter of Good Standing from the Commissioner of Compensation**

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

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

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

**34. PROTECTION OF PERSONAL INFORMATION**

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

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

## **2. APPLICATION**

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

## **3. GENERAL**

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

## **4. STANDARDS**

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

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

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

## **6. PATENT RIGHTS**

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

## **7. PERFORMANCE SECURITY**

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

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

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

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

## **9. PACKING**

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

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

## **10. DELIVERY AND DOCUMENTS**

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

## **11. INSURANCE**

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

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

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

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

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

#### **14. SPARE PARTS**

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

#### **15. WARRANTY**

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

#### **16. PAYMENT**

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

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

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

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

## **28. LIMITATION OF LIABILITY**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. GOVERNING LANGUAGE**

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

## **30. APPLICABLE LAW**

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

## **31. NOTICES**

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

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

## **32. TAXES AND DUTIES**

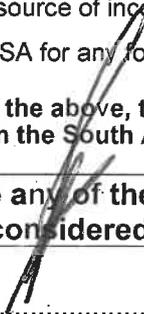
32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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

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

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

| <b>TERMS AND CONDITIONS FOR BIDDING – PART B</b>   |  |
|--|--|
| <b>1. BID SUBMISSION:</b>  |  |
| 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.   |  |
| 1.2. All bids must be submitted on the official forms provided—(not to be re-typed) or online  |  |
| 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract. |  |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |  |
| 2.1 Bidders must ensure compliance with their tax obligations.   |  |
| 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.  |  |
| 2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.         |  |
| 2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.   |  |
| 2.5 Bidders may also submit a printed TCS certificate together with the bid.   |  |
| 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.   |  |
| 2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.  |  |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>   |  |
| 3.1. Is the entity a resident of the republic of South Africa (RSA)?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.2. Does the entity have a branch in the RSA?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.3. Does the entity have a permanent establishment in the RSA?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.4. Does the entity have any source of income in the RSA?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.5. Is the entity liable in the RSA for any form of taxation?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>If the answer is "no" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.</b>               |  |
| <b>NB: failure to provide any of the above particulars may render the bid invalid.<br/>No bids will be considered from persons in the service of the state.</b>  |  |

Signature(s):  .....

Name(s):           Coenie De Beer           .....

Capacity for the Tenderer:           Sales Director           .....

Date:           28/01/2022           .....

## H. ACCEPTANCE

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

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

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

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

| <b>ACCEPTANCE</b> (to be completed by the Cape Winelands District Municipality)  |  |
|--|--|
| <b>Q 2021/097: RENEWAL OF ADOBE CREATIVE CLOUD ALL APPS LICENSES FOR 12 MONTHS</b>   |  |
| <br>.....<br>Mr. F. van Eck<br>Executive Director: Technical Services | <br>.....<br>Date |
| <br>.....<br>Me. E Niemand<br>Witness                                 | <br>.....<br>Date |

## J. DECLARATION OF INTEREST – MBD 4 B

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

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

|     |   |                 |
|-----|---|-----------------|
| 3.1 | Full Name of bidder or his or her representative  | Coonie De Beer  |
| 3.2 | Identity Number (person submitting this declaration)  | 710915 5179 080 |
| 3.3 | Position occupied in the Company (official/director/trustee/s shareholder <sup>2</sup> ):   | Sales Director  |
| 3.4 | Company Registration Number   | 2002/008763/07  |
| 3.5 | Tax Reference Number  | 918.7473 146    |
| 3.6 | VAT Registration Number   | 4950198939      |
| 3.7 | The names of all directors/ members/ trustee's/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below |                 |

|                 |  |            |                                     |
|-----------------|--|------------|-------------------------------------|
| 3.8             | Are you or any director/ member/ trustee/ principle shareholder presently in the service of the state? | Yes        | <input checked="" type="radio"/> No |
| 3.8.1           | If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)      |            |                                     |
| SA ID Number:   |  | Relation:  |                                     |
| Surname:        |  | Persal No: |                                     |
| Full Names:     |  |            |                                     |
| Organ of State: |  | Position:  |                                     |

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

| 4 MFMA Circular No 62 of July 2013 require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. A <b>shareholder is defined as a person who owns shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</b> |  |                 |                            |                               |                                |   |
|--|--|-----------------|----------------------------|-------------------------------|--------------------------------|---|
|  | Full name of directors / trustees / shareholders | Identity Number | % Share-holding in company | Personal Tax Reference Number | State Employee Number (Persal) | Municipal rates & services account numbers (3.17.1)<br><i>Municipal clearance or most recent service account must be attached as evidence</i> |
| 1  | Lena Mabetsa                                     | 851060749081    | 20%                        | 1694777143                    | N/A                            | PREPAID ELECTRICITY   |
| 2  | Samantha Opperman                                | 8009231245089   | 27%                        | 0099217879                    | N/A                            | 0025410   |
| 3  | Bongani Moale                                    | 8008215486080   | 24%                        | 2989357146                    | N/A                            | 5014229334  |
| 4  | Coenie De Beer                                   | 7109155179080   | 19%                        | 1410007643                    | N/A                            | 5012486187  |
| 5  | NBE Trust  | N/A             | 10%                        | N/A                           | N/A                            | Rented.   |
| 6  |  |                 |                            |                               |                                |   |
| 7  |  |                 |                            |                               |                                |   |
| 8  |  |                 |                            |                               |                                |   |
| 9  |  |                 |                            |                               |                                |   |
| 10   |  |                 |                            |                               |                                |   |

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

.....  
 Signature 28/01/2022  
 Date

Sales Director Neo Technologies  
 Capacity of Signatory Name of Bidder/Company/CC Name

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

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

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

**Commissioner of Oaths**

Signed and sworn to before me at Hartbeespoort

on this the 26 day of 01 2022 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths [Signature]

Position: Administrateur

Address 26 Dam Drive  
Ifofi  
0260

Tel: 072 931 0573

Apply official stamp of authority on this page:

**COMMISSIONER OF OATHS**  
 Ref no: 9/1/8/2 BRITS  
 This document is certified as a true copy

Date: 26/1/22 signature: [Signature]

Commissioner: Mrs AM Cutlers

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

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

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

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

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

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

Q 2021 / 097

(Bid Number and Description)

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

I certify, on behalf of: Neo Technologies that:  
(Name of Bidder)

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

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

.....  
 Signature

28/01/2022  
 Date

Sales Director  
 Position

Neo Technologies  
 Name of Bidder

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



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

9.1 Name of company/firm: Neo Technologies

9.2 VAT registration number: 4950198939

9.3 Company registration number: 2002/008763/07

9.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

IT Supplier / installer to Government Corporate & Parastatal Markets

9.6 **COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: Madibeng

Registered Account Number: N/A

Stand Number: N/A (Lease Agreement attached)

9.8 Total number of years the company/firm has been in business: 20 years

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

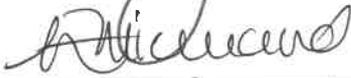
- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor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

## PART 2 - RENDERING OF SERVICES

1. I, **Francois van Eck** in my capacity as **Executive Director Technical Services** accept your bid under reference number **Q 2021/097** dated **02/02/2022** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

|   |  |
|---|--|
| <b>Tender/ Quotation number:</b>                          | <b>Q 2021/097: RENEWAL OF ADOBE CREATIVE CLOUD ALL APPS LICENSES FOR 12 MONTHS</b> |
| <b>Awarded to:</b>  | Neo Technologies   |
| <b>Delivery Period</b>                                    | 12 Months  |
| <b>B-BBEE Status level of contribution</b>                | 1  |
| <b>Minimum threshold for Local Production and Content</b> | Not applicable   |
| <b>Price including VAT</b>                                | R 71 281.60 Vat included   |

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

|                  |  |            |
|------------------|--|------------|
| <b>Name</b>      | Francois van Eck   |            |
| <b>Signature</b> |  | 23/02/2022 |
| <b>Witness 1</b> |  | 23/02/2022 |
| <b>Witness 2</b> |   | 23/02/2022 |

## N. MUNICIPAL RATES AND SERVICES

| Names of Directors / Partners | Physical residential address of the Directors / Partners | Municipal Account Number | Name of Municipality |
|-------------------------------|--|--------------------------|----------------------|
| Jona Mabiletsa                | 3697 Ext 2 Mthutlung Britz                               | Prepaid Electricity      | Madibeng             |
| Samantha Opperman             | 1097 Woodpecker st 1FaFi X6                              | 2025410                  | Madibeng             |
| Bongani Moale                 | Stand 01131, Kirkney x46<br>26 Shrike Ave.               | 5014229334               | City of Tshwane      |
| Coenie De Beer                | Rooihuis Kraal Noord x16                                 | 5012486187               | City of Tshwane      |
|                               |  |                          |                      |
|                               |  |                          |                      |
|                               |  |                          |                      |
|                               |  |                          |                      |
|                               |  |                          |                      |

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

**DECLARATION:**

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

.....  
**Signature**

28/01/2022  
 .....  
**Date**

Sales Director  
 .....  
**Position**

Neo Technologies  
 .....  
**Name of Bidder**

**O. AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize ~~Mr~~ Mrs Coenie De Beer  
 acting in his/her capacity as Sales Director  
 of the business trading as Neo Technologies  
 to sign all documentation in connection with Quotation GT00178463

| Name of members / directors | Signature  | Date           |
|-----------------------------|--|----------------|
| Lena Mabiletsa              |   | 26 / 01 / 2022 |
| Samantha Opperman           |  | 26 / 01 / 2022 |
| Bongani Moale               |  | 26 / 01 / 2022 |
| Coenie De Beer              |  | 26 / 01 / 2022 |
|                             |  |                |
|                             |  |                |
|                             |  |                |
|                             |  |                |
|                             |  |                |

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

|       |   |
|-------|---|
| 4.2.1 | If so, furnish particulars:<br>.....<br>.....   |
| 4.3   | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:<br>.....<br>.....   |

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) Coenie De Beer.....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

28/01/2022  
Date

Sales Director  
Position

Neo Technologies  
Name of Bidder

**Q. CREDIT ORDER INSTRUCTION**

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

**DETAILS OF FIRM/INSTITUTION**

|      |                  |
|------|------------------|
| Name | NEO TECHNOLOGIES |
|      |                  |
|      |                  |

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

|                 |   |
|-----------------|---|
| NAME OF BANK    | STANDARD BANK   |
| NAME OF BRANCH  | ROSEBANK  |
| BRANCH CODE     | 004103  |
| ACCOUNT NUMBER  | 001807889   |
| TYPE OF ACCOUNT | 1 = Cheque <input checked="" type="checkbox"/><br>2 = Savings |

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

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

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

**CP DE BEER** ..... **28/01/2022** ..... **(012) 371-2300**  
 INITIALS AND SURNAME:                      AUTHORIZED SIGNATURE:                      DATE:                      TELEPHONE NUMBER:

**FOR BANK USE ONLY**

|   |  |
|---|--|
| I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:<br><br>.....<br>AUTHORIZED SIGNATURE | <b>STANDARD BANK</b><br><b>HARD COPY DATE</b><br><b>STAMP</b><br><b>2022 -01- 31</b><br><b>UNIVERSAL BANKER</b><br><b>01-34-45</b> |
|---|--|

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

## S. REFERENCES

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

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

|                                 |                    |
|---------------------------------|--------------------|
| Company Name                    | DIRCO              |
| Description of project          | ADOBE LICENCES     |
| Contact person name             | VICTOR MBULLINGENI |
| Contact person telephone number | (012) 351 1743     |
| Value of project                | R 1,763,085.06.    |

|                                 |                  |
|---------------------------------|------------------|
| Company Name                    | COGTA            |
| Description of project          | ADOBE LICENCES   |
| Contact person name             | KELEBOGILE MPUDI |
| Contact person telephone number | (012) 334 0829   |
| Value of project                | R 163,840.00     |

|                                 |                |
|---------------------------------|----------------|
| Company Name                    | IQ BUSINESS    |
| Description of project          | ADOBE LICENCES |
| Contact person name             | JACO PRETORIUS |
| Contact person telephone number | (011) 259 4002 |
| Value of project                | R 50,216.00    |

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

Signature ..... Date 28/01/2022

Sales Director ..... Neo Technologies  
Capacity of Signatory ..... Name of Bidder/Company/CC Name

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

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

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

**Commissioner of Oaths**

Signed and sworn to before me at Hartbeespoort

on this the 26 day of 01 2022 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths .....  
Position: Administrator  
Address: 26 Dam Drive  
Ifafa  
0260  
Tel: 072 931 0573

Apply official stamp of authority on this page:

**COMMISSIONER OF OATHS**  
Ref no: 9/1/8/2 BRITS  
This document is certified as a true copy  
Date: 26/1/22 signature: [Signature]  
Commissioner: Mrs AM Cutlers

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

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

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

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

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

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

Q 2021 / 097

(Bid Number and Description)

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

I certify, on behalf of: Neo Technologies that:  
(Name of Bidder)

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

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

.....  
 Signature

28/01/2022  
 Date

Sales Director  
 Position

Neo Technologies  
 Name of Bidder

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



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

9.1 Name of company/firm: Neo Technologies

9.2 VAT registration number: 4950198939

9.3 Company registration number: 2002/008763/07

9.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

IT Supplier / installer to Government, Corporate & Parastatal Markets

9.6 **COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: Madibeng

Registered Account Number: N/A

Stand Number: N/A (Lease Agreement attached)

9.8 Total number of years the company/firm has been in business: 20 years

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

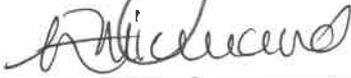
- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor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

## PART 2 - RENDERING OF SERVICES

1. I, **Francois van Eck** in my capacity as **Executive Director Technical Services** accept your bid under reference number **Q 2021/097** dated **02/02/2022** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

|   |  |
|---|--|
| <b>Tender/ Quotation number:</b>                          | <b>Q 2021/097: RENEWAL OF ADOBE CREATIVE CLOUD ALL APPS LICENSES FOR 12 MONTHS</b> |
| <b>Awarded to:</b>  | Neo Technologies   |
| <b>Delivery Period</b>                                    | 12 Months  |
| <b>B-BBEE Status level of contribution</b>                | 1  |
| <b>Minimum threshold for Local Production and Content</b> | Not applicable   |
| <b>Price including VAT</b>                                | R 71 281.60 Vat included   |

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

|                  |  |            |
|------------------|--|------------|
| <b>Name</b>      | Francois van Eck   |            |
| <b>Signature</b> |  | 23/02/2022 |
| <b>Witness 1</b> |  | 23/02/2022 |
| <b>Witness 2</b> |   | 23/02/2022 |

## N. MUNICIPAL RATES AND SERVICES

| Names of Directors / Partners | Physical residential address of the Directors / Partners | Municipal Account Number | Name of Municipality |
|-------------------------------|--|--------------------------|----------------------|
| Jona Mabiletsa                | 3697 Ext 2 Mthutlung Britz                               | Prepaid Electricity      | Madibeng             |
| Samantha Opperman             | 1097 Woodpecker st 1FaFi X6                              | 2025410                  | Madibeng             |
| Bongani Moale                 | Stand 01131, Kirkney x46<br>26 Shrike Ave.               | 5014229334               | City of Tshwane      |
| Coenie De Beer                | Rooihuis Kraal Noord x16                                 | 5012486187               | City of Tshwane      |
|                               |  |                          |                      |
|                               |  |                          |                      |
|                               |  |                          |                      |
|                               |  |                          |                      |
|                               |  |                          |                      |

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

**DECLARATION:**

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

.....  
**Signature**

28/01/2022  
 .....  
**Date**

Sales Director  
 .....  
**Position**

Neo Technologies  
 .....  
**Name of Bidder**

**O. AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize ~~Mr~~ Mrs Coenie De Beer  
 acting in his/her capacity as Sales Director  
 of the business trading as Neo Technologies  
 to sign all documentation in connection with Quotation GT00178463

| Name of members / directors | Signature  | Date           |
|-----------------------------|--|----------------|
| Lena Mabileka               | L Mabileka   | 26 / 01 / 2022 |
| Samantha Opperman           |  | 26 / 01 / 2022 |
| Bongani Moale               |  | 26 / 01 / 2022 |
| Coenie De Beer              |  | 26 / 01 / 2022 |
|                             |  |                |
|                             |  |                |
|                             |  |                |
|                             |  |                |
|                             |  |                |

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

|       |   |
|-------|---|
| 4.2.1 | If so, furnish particulars:<br>.....<br>.....   |
| 4.3   | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:<br>.....<br>.....   |

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) Coenie De Beer.....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

28/01/2022  
Date

Sales Director  
Position

Neo Technologies  
Name of Bidder

**Q. CREDIT ORDER INSTRUCTION**

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

**DETAILS OF FIRM/INSTITUTION**

|      |                  |
|------|------------------|
| Name | NEO TECHNOLOGIES |
|      |                  |
|      |                  |

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

|                 |  |                                     |            |                                     |  |             |                          |
|-----------------|--|-------------------------------------|------------|-------------------------------------|--|-------------|--------------------------|
| NAME OF BANK    | STANDARD BANK  |                                     |            |                                     |  |             |                          |
| NAME OF BRANCH  | ROSEBANK   |                                     |            |                                     |  |             |                          |
| BRANCH CODE     | 004103   |                                     |            |                                     |  |             |                          |
| ACCOUNT NUMBER  | 001807889  |                                     |            |                                     |  |             |                          |
| TYPE OF ACCOUNT | <table border="1"> <tr> <td>1</td> <td>1 = Cheque</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td></td> <td>2 = Savings</td> <td><input type="checkbox"/></td> </tr> </table> | 1                                   | 1 = Cheque | <input checked="" type="checkbox"/> |  | 2 = Savings | <input type="checkbox"/> |
| 1               | 1 = Cheque   | <input checked="" type="checkbox"/> |            |                                     |  |             |                          |
|                 | 2 = Savings  | <input type="checkbox"/>            |            |                                     |  |             |                          |

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

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

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

**CP DE BEER** ..... **28/01/2022** ..... **(012) 371-2300**  
 INITIALS AND SURNAME:                      AUTHORIZED SIGNATURE:                      DATE:                      TELEPHONE NUMBER:

**FOR BANK USE ONLY**

|   |  |
|---|--|
| I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:<br><br>.....<br>AUTHORIZED SIGNATURE | <b>STANDARD BANK</b><br><b>HARD COPY DATE</b><br><b>STAMP</b><br><b>2022 -01- 31</b><br><b>UNIVERSAL BANKER</b><br><b>01-34-45</b> |
|---|--|

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

## S. REFERENCES

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

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

|                                 |                    |
|---------------------------------|--------------------|
| Company Name                    | DIRCO              |
| Description of project          | ADOBE LICENCES     |
| Contact person name             | VICTOR MBULLINGENI |
| Contact person telephone number | (012) 351 1743     |
| Value of project                | R 1,763,085.06.    |

|                                 |                 |
|---------------------------------|-----------------|
| Company Name                    | COGTA           |
| Description of project          | ADOBE LICENCES  |
| Contact person name             | KELEBOGUE MPUDI |
| Contact person telephone number | (012) 334 0829  |
| Value of project                | R 163,840.00    |

|                                 |                |
|---------------------------------|----------------|
| Company Name                    | IQ BUSINESS    |
| Description of project          | ADOBE LICENCES |
| Contact person name             | JACO PRETORIUS |
| Contact person telephone number | (011) 259 4002 |
| Value of project                | R 50,216.00    |

POWERED BY INTELLECT  
DRIVEN BY VALUES

**neo**  
TECHNOLOGIES

## Supporting Documents

### Index

- Quotation
- Authority of Signatory
- BBBEE Certificate
- Tax Clearance Pin
- Letter of Goodstanding
- Company Profile
- Lease Agreement
- Certified Municipal Accounts



012 371 2300



sales@neo.co.za



www.neo.co.za

# Quotation



Wellness World Corporate Office Park, 196 Beethoven Street, Melodi, P O Box 755, Iffat, 0260, Tel (012) 371 2300, Fax (012) 371 2400  
 Nr 36 Victoria Avenue, Houtbay, Cape Town, Tel (021) 791 0061, Fax 086 5892750  
 Company Reg nr: 2002/008763/07 - VAT nr.: 4950198939

**Quotation Number : QT00178463**

Quoted To: Deliver To: Date : Jan 25, 2022  
 COD Simmare Cape Wineands District Municipality  
 29 Du Toit Street Stellenbosch  
 Phone No : 0861265263  
 Page : 1  
 Rfq No: Q 2021/097

VAT No: Attention: Supply Chain Management E-Mail :  
 Good day, I refer to your request and hereby take pleasure in submitting the following quotation:

| Item Number        | Description   | Qty | Unit Price | Price Excl VAT   |
|--------------------|---|-----|------------|------------------|
| 45-SW-65297752BC01 | Creative Cloud Teams All Apps MLP Licensing Subscription New<br>This pricing is based on an exchange rate of R16.00 USD and is subject to change based on the prevailing rate at the time of order<br>***ETA 24 - 48 Hours from date of PO receipt*** | 4   | 15 496.00  | 61 984.00        |
| <b>Subtotal</b>    |   |     |            | <b>61 984.00</b> |
| <b>VAT @ 15%</b>   |   |     |            | <b>9 297.60</b>  |
| <b>Total</b>       |   |     |            | <b>71 281.60</b> |

This quotation is linked to ROE fluctuations.

We trust this meets with your approval and look forward to your response in this regard. Thank you for the opportunity to submit this quotation and we assure you of our best attention at all times.

Yours Sincerely,  


**Simmare Cronje**  
**Key Account Manager**  
 Quote by Simmare

|                  |               |
|------------------|---------------|
| Our Bank Details | Standard Bank |
| Branch           | Rosebank      |
| Acc No           | 001 807 889   |
| Branch Code      | 05 10 01      |

Subject to Change without any prior notice. **E & O E**

Neo Technologies standard terms and conditions of trade will apply. (Available on request) Neo Technologies reserves the right to amend the quoted price in the event of a) an increase in pricing from the manufacturer, and/or exchange rate fluctuations from date of quote, until date of importation



**FORTINET**  
 AUTHORIZED PARTNER

HARTBESPOORT OFFICE, 012 371 2300  
Block C, Ground Floor  
Wellness World Corporate Office Park, 196 Beethoven St  
Hartbeespoort, 0261



**AUTHORITY FOR SIGNATORY FOR COMPANIES**

RESOLUTION OF THE SHAREHOLDERS OF NEO TECHNOLOGIES (PTY) LTD  
HELD AT PRETORIA ON THE **28 January 2022**.

It was resolved at the meeting that COENIE DE BEER, ID No: **7109155179080**,  
**Sales Director**, is authorized to do all things Necessary to conclude

an agreement with **Cape Winelands District**, in respect of all documents related to  
this Tender no: **BID No.: Q 2021/097**

On behalf of Neo Technologies (Pty) Ltd, and to sign any written agreement on  
behalf of Neo Technologies (Pty) Ltd.

Our client representative signs as per below –

A handwritten signature in black ink, appearing to be "C. de Beer", written over a horizontal line.

Client Representative Specimen Signature

Handwritten initials in black ink, appearing to be "CD", written over a horizontal line.

Client Representative  
Specimen Initial

**Directors/Members Signature**

S.J. Opperman

A handwritten signature in black ink, appearing to be "S.J. Opperman", written over a horizontal line.

B.E. Moale

A handwritten signature in black ink, appearing to be "B.E. Moale", written over a horizontal line.

L. Mabiletsa

A handwritten signature in black ink, appearing to be "L. Mabiletsa", written over a horizontal line.

C.F. de Beer

A handwritten signature in black ink, appearing to be "C.F. de Beer", written over a horizontal line.



VAT Reg No 4950198939  
Company Reg. no: 2002/008763/07  
Directors: S Opperman, B Moale, L Mabiletsa and C de Beer



# Broad-Based Black Economic Empowerment Verification Certificate

In accordance with the Codes of Good Practice issued under Section 9(1) of the Broad-Based Black Economic Empowerment Act No 53 of 2003, as amended on 11 October 2013, as re-amended on 31 May 2019 -- Gazette No 42406

This is to certify that

## NEO TECHNOLOGIES PROPRIETARY LIMITED

**Company Address:** Block C, Ground Floor, Wellness World Corporate Office Park, 196 Beethoven Street, Hartbeespoort, 0261  
**Company Certificate No:** Moore8410 – 210617 – 01  
**Company Registration No:** 2002/008763/07  
**VAT Registration No:** 4950198939

has a current overall Broad-Based BEE Status of

### LEVEL 1

in terms of the Amended Generic ICT Sector Scorecard gazetted on 7 November 2016, and Broad-Based BEE Weighting points level in respect of:

| ELEMENT:                             | ELEMENT WEIGHTING | SCORE         |
|--------------------------------------|-------------------|---------------|
| Ownership:                           | 25.00             | 25.00         |
| Management Control:                  | 23.00             | 10.56         |
| Skills Development:                  | 20.00             | 21.54         |
| Enterprise and Supplier Development: | 50.00             | 50.94         |
| Socio-Economic Development:          | 12.00             | 12.00         |
| <b>Total:</b>                        | <b>130.00</b>     | <b>120.04</b> |

| Score Validation:            |             |                                     |        |
|------------------------------|-------------|-------------------------------------|--------|
| BEE Procurement Recognition: | 135%        | Designated Group:                   | 10.00% |
| Empowering Supplier:         | Yes         | Black Youth:                        | 10.00% |
| Black Owned:                 | 54.00%      | Black Disabled:                     | N/A %  |
| Black Women Owned:           | 30.00%      | Black Unemployed:                   | N/A %  |
| Ownership Method Applied:    | FTP         | Black Rural:                        | N/A %  |
| Exclusion Principal Applied: | No          | Black Military Veterans:            | N/A %  |
| Black New Entrant:           | 54.00%      | Y.E.S Initiative Applied:           | No     |
| Discount Principal Applied:  | No          | Y.E.S Target & 2.5% Absorption      | N/A    |
| Financial Year-end Applied:  | 28 Feb 2021 | 1.5 x Y.E.S Target & 5% Absorption  | N/A    |
| Re-issue Date:               | N/A         | Double Y.E.S Target & 5% Absorption | N/A    |

**Period of Validity:** 12 Months from Issue Date  
**Issue Date:** 17 June 2021  
**Expiry Date:** 16 June 2022

COMMISSIONER OF OATHS

Ref no: 9/1/8/2 BRITS

This document is certified as a true copy

Date: 26/01/22 Signature: *[Signature]*

Neil van Rooyen: Technical Signatory

Commissioner: *[Signature]*





TAX COMPLIANCE STATUS

**PIN Issued**

NEO TECHNOLOGIES (PTY) LTD  
PO BOX 503  
SCHOEMANSVILLE  
0216

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: 9187473146

Always quote this reference number when contacting SARS

Issue Date: 2021/02/12

Dear Taxpayer

**TAX COMPLIANCE STATUS PIN ISSUED**

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

| TCS Details:             |  |
|--------------------------|--|
| Taxpayer Name            | Neo Technologies (Pty) Ltd                         |
| Trading Name             | NEO TECHNOLOGIES (PTY) LTD                         |
| Tax Reference Number(s)  | IT - 9187473146 Vat - 4950198939 PAYE - 7940742416 |
| Purpose of Request       | Tender   |
| Request Reference Number | 0006422113TS1202211356419                          |
| PIN                      | F8F2DF45IP   |
| PIN Expiry Date          | 12/02/2022   |

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.

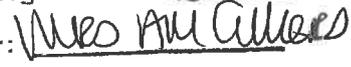
SARS reserves the right to cancel this PIN in the event that it was fraudulently issued or obtained.

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

**COMMISSIONER OF OATHS**  
Ref no: 9/1/8/2 BRITS

This document is certified  
as a true copy

Date: 26/01/2025 Signature:   
Commissioner: 



012 371 2300



sales@neo.co.za



www.neo.co.za

# COMPANY PROFILE



POWERED BY INTELLECT  
DRIVEN BY VALUES



## IT SOLUTIONS

Moving your business in the right direction.

### NEO: AN INTRODUCTION

Neo Technologies is an equal opportunity black economic empowerment company. We were established in April 2002 as an IT solutions provider to corporate, government and parastatal markets. We offer equipment on Outright purchase or Rental agreements.

Neo's unwavering commitment to quality & innovation is demonstrated in the following attributes:

#### **Passion to be the best.**

At Neo Technologies quality is never negotiable. The company is structured & staffed to provide both the best IT solutions and the highest quality of after-sale services.

#### **Caring for customers and the broader community.**

Neo's intent is delivering results and improving the lives of customers, partners & communities.

#### **Technological skills and infrastructure.**

Neo Technologies is at the forefront of technological advances and has the cutting-edge skills, facilities, equipment & infrastructure to provide comprehensive, holistic solutions to customers' service and support problems.

#### **Innovation and adaptability.**

In our quest for continuous improvement, quality teams monitor customer satisfaction and R&D teams see depth for ways to deliver the end result more effectively. These teams have gained a reputation for finding innovative solutions to unique and complex problems.

Cutting edge knows how. Neo Technologies incorporates the knowledge and technical expertise of certified personnel. This is achieved through the company's firm belief in 'Upskill and promote' from within Neo.

Neo Technologies is committed to the letter and spirit of empowerment. This is reflected in our company structure as well as the development and retention of our staff compliment which is essential to our ongoing success. Neo Technologies (Pty) Ltd is 54% owned by Historically Disadvantaged Individuals, 30% being held by Female Neo Black Employee Trust & the balance by our Operations Director B Moale (Black Male). Our Managing Director is SJ Opperman (White female), Sales Director C de Beer (White male). Neo Technologies is an audited Generic level 1 contributor in terms of the DTI scorecard measurement. Scoring our customers 135% procurement recognition.

## OUR OFFERING

Our Infrastructure and strategic alliance with all the Major OEM's and distributors, enables us to provide you the customer, with best product, at the best pricing and service levels in our industry. All leading brands are available from us.

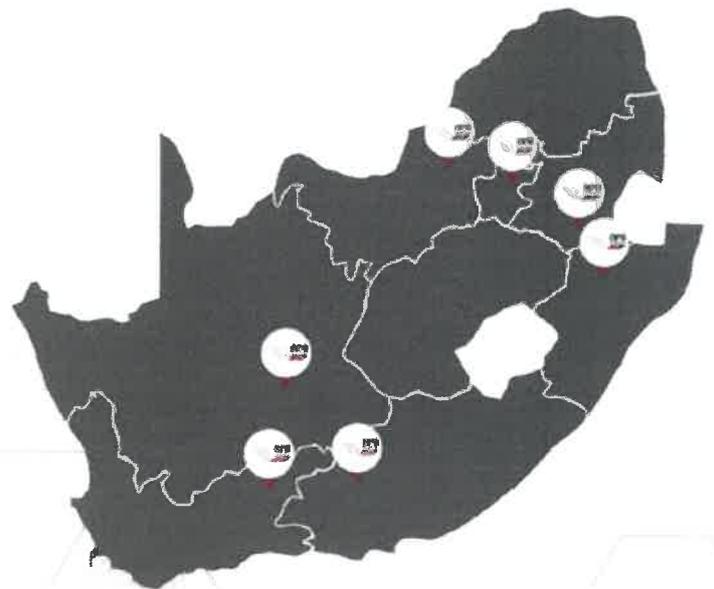
Our offering consists of 8 Pillars; Hardware, Software, Consumables, Cloud Solutions, Enterprise, Security Solutions, Managed Print Services & Technical Services.

## OUR MISSION

To be a profitable empowerment company by investing in the growth of our employees and offer our customers their product of choice.

## LOCATIONS & DISTRIBUTIONS

Our Head office is Pretoria based where central procurement and distribution are handled. We also have branches in Gauteng, Mpumalanga, Kwazulu Natal, Western Cape, Eastern Cape & North West. Our own fleet of vehicles deliver within and around Gauteng & North-West. Deliveries to outlying areas & other provinces are outsourced to a reputable courier company.



## CURRENT CONTRACTS

- SITA RFB 2005 – PC Hardware to all Governmental Institutions
- SITA RFB 2007 – Printing Hardware to all Governmental Institutions
- SITA RFB 2003 – Server Hardware to all Governmental Institutions
- PURCO SA – Hardware and Consumables for All Universities in Southern Africa

## CERTIFICATIONS & AWARDS

- Moore Stephens BEE Services B-BBEE Level 1 Rating
- HP GOLD Partner
- HP Silver Server Partner
- HP Personal Computing
- HP ServiceOne
- Epson Authorized Channel Partner
- Lenovo Gold Partner
- Dell Gold Partner
- Proline Authorized Reseller
- Impumelelo Top Empowered Companies 2020
- Acer Affinity Silver Partner
- Cisco Select Certified Partner
- VMware Professional Partner
- Microsoft Partner
- Top 10 Women in IT Awards 2009
- Top10 in Business and Government Winner ICT 2010
- Top10 in Business and Government Winner ICT 2011
- Top10 in Business and Government Winner ICT 2012

## STAFF COMPLIMENT

Our staff composition is 46% Black Males, 14% Black Females, 17% White Males, and 23% White Females. Our team consists of highly skilled staff, which is totally committed to provide a personal and professional service to our customers.

Neo Technologies continuously invests in the training and certification of our technical staff. Hands-on skills transfer is maintained in-house to all administration & logistics staff. We firmly believe in uplifting and training of our staff by giving each staff member the fair opportunity to become more skilled, efficient and successful.

## TECHNICAL DIVISION

Our technical division offers installation, maintenance, and repairs on our entire product offering. Our qualified technical team offers on-site Maintenance and Repairs, alternatively at our repair centre.

### Call us today.

Tel: (012) 371 2300

E-mail: [technical@neo.co.za](mailto:technical@neo.co.za)

## MANAGED PRINT SERVICES

*"Most companies could reduce their printing costs by 10 - 30 %"*

- Gartner

*"23% of Helpdesk calls are printer related"*

- IDC

MPS is a service experience in which clients enjoy high-quality documents from an optimized infrastructure with little headache, hassle or downtime. This allows clients to do what they do best.

### Contact Details:

Samantha Opperman

Tel: (012) 371 2300

E-mail: [sam@neo.co.za](mailto:sam@neo.co.za)

## ENTERPRISE DIVISION

Neo will help you transform & create a world-class IT organization, apply more resources to strategic or innovation initiatives, deliver better quality of service and facilitate a more productive workforce. We have the strategy, innovations, and solutions to help you capitalize on the next wave of virtualization and transform your business by maximizing your virtualization value.

### Contact Details:

Coenie de Beer

Tel: (012) 371 2300

E-mail: [enterprise@neo.co.za](mailto:enterprise@neo.co.za)



## AGREEMENT OF LEASE

Made and entered into by and between: -

**Spectre Investments (Pty) Ltd**  
**Reg no: 2015/423864/07**

(Hereinafter called "the Landlord") of the First Part, represented herein by who is duly authorized to do so;

And

Neo Technologies (Pty) Ltd  
REG / ID: 2002/008763/07

(Hereinafter called "the Tenant") of the Second Part, represented herein by who is duly authorized to do so.

The Landlord hereby lets to the Tenant who hereby hires the premises described herein on the terms and conditions as set out in the Schedule and General Conditions.

### SCHEDULE:-

1. Name of Building: **OFFICE 1 & 2 BLOCK C, WELLNESS WORLD CORPORATE PARK**
2. Address of Building: **196 BEETHOVEN STREET, MELODIE X 4**
3. Premises: **OFFICE 1 & 2 BLOCK C, WELLNESS WORLD CORPORATE PARK**
4. Lease Period: **5 Years**
5. Commencement date: **1 November 2018**

Renewal Period: **ONGOING** (Thirty day written notice must be given prior to termination)

### 6. RENTAL & COSTS:

**OFFICE 1 & 2 BLOCK C : 240 m<sup>2</sup> for a R100 m<sup>2</sup> = R24 000.00 (Twenty Four Thousand Rand ) excluding VAT, per month:**

- As agreed the lease agreement is binding for 5 years with a reduced starting rate of R100 per m<sup>2</sup> and 8% increase annually (After 3 consecutive years the increase will be reviewed and the escalation will be calculated according to the market related value.)
- If the Lease agreement is terminated before the 5 years ends the rent will be calculated retrospective from the commencement date of the agreement at a R110 per m<sup>2</sup>.

**Water:** Variable amount each month (Calculated according to the usage per month)

**Electricity:** Prepaid + (Demand charges) (Annexure A)

**Levy:** R 650.00 excl VAT each month (R325 per 120m<sup>2</sup>) excl VAT

**Parking:** R750.00 excl VAT each month

**Diesel:** Variable amount each month (Calculated according to the usage per month)

**Electricity usage of Air-conditioning:** Variable amount each month (Calculated according to the usage per month)

The TENANT shall throughout the Lease Period have the right of **10 (Ten)** shaded parking bays in the parking area at **R75.00 (SEVENTY FIVE RAND)** per parking per month excluding VAT.

The set rental shall escalate at a rate of 8% per annum, with effect from 1 November 2019 and thereafter on 1 November of every consecutive year.

7. Turnover Rental for Lease Period: N/A

8. Purposes for which premises are let: **Office Space**

9. Domicilium citandi et executandi of Landlord: **OFFICE 1/2, BLOCK C, WELLNESS WORLD CORPORATE PARK, BEETHOVEN STREET, MELODIE X4, HARTBESPOORT**

10. Domicilium citandi et executandi of Tenant: **OFFICE 1/2 BLOCK C, WELLNESS WORLD CORPORATE PARK, 196 BEETHOVEN STREET, HARTBESPOORT.**

11. Deposit: **Payable on date of Signature.**

12 Surety ship by: \_\_\_\_\_

remedying of any defects stated in any such notice, the Tenant shall be deemed to have accepted the premises as being complete and without any defect therein. For the purposes of this clause and the remainder of the lease, the term "appurtenances" means all the installations and appliances in the premises and includes, without prejudice to the generality of the term, any keys, locks, windows, toilet bowls and cisterns, basins, water taps and fittings.

- 8.4 The Tenant shall further be responsible for glass, internal and external, mirrors, window panels and shop fronts in or on the premises and shall insure same and provide proof of such insurance on request by the Landlord.
- 8.5 The Landlord shall be entitled to complete the building or to effect any repairs, alterations or improvements and additions to the building and to install all necessary equipment to bring about such work as may be required. The Landlord shall be entitled to enter upon the premises in order to do such work and the Tenant shall not have a claim for compensation, damages or remission of rental.

#### 9. LANDLORD'S RIGHT OF ENTRY

The Landlord shall be entitled to enter the premises at reasonable times to inspect the premises.

#### 10. INSURANCE

- 10.1. The Tenant shall not allow any item on the premises which may affect the validity of the Landlord's insurance policy.

#### 11. LANDLORD'S LIABILITY

- 11.1 Neither the Landlord nor its agent or employees are liable for any loss or damage to any of the assets of the Tenant, including but not limited to stock-in-trade, fixtures, fittings, books and papers and other goods, or be liable for any injury or loss of life to the person of the Tenant or his employees or invitees as a result of the overflow of water supply or any leakage or any fault in the plumbing works or any electrical fault or by reason of the elements of the weather or failure on the part of the Landlord to carry out any work required of him or of any latent or patent defect in the premises or of any other cause whatsoever. Specifically and without limiting the foregoing, no omission or commission by the Landlord and in particular the provision of any security service to the building or property, shall be construed in any manner whatsoever as an acceptance by the Landlord of any

Building.

#### 16. FIRE HAZARDS

The Tenant shall not at any time bring or allow to be brought or kept in the premises nor do or omit nor suffer to be carried on in the premises any matter or thing or activity whereby a fire or any other insurance policy of the building may be liable to become void or voidable or whereby the premium for any such insurance may be increased. If the premiums of such insurance are increased as a result of a contravention of this clause, whether with the Landlord's written consent or not, the Landlord, without prejudice to any of its rights hereunder, may recover from the Tenant the amounts due from time to time, in respect of any additional premiums. The Tenant shall pay such amount immediately on notification from the Landlord or the Insurance Company to the effect that such additional premiums have been charged.

#### 17. SERVICES

The nature of the services in the premises provided by the employees or agents of the Landlord shall be at the sole discretion of the Landlord. Neither the Landlord, nor its agents or employees shall be liable for the receipt or non-receipt or the delivery of goods, postal matter or correspondence, nor shall they be liable for anything which the Tenant or any employee or any client, licensee, visitor or invitee of the Tenant may have deposited or left in the premises or in any part of the building. All goods brought by the Tenant onto the premises shall be placed there at its sole risk and no responsibility whatsoever therefore is undertaken by the Landlord or its agents or employees. The Tenant acknowledges that neither the Landlord, nor its agents or employees shall in any way be responsible for any loss, theft or damage of any kind to any of the Tenant's property whilst contained in the premises.

#### 18. LOADING/UNLOADING OF GOODS AND TENANT'S PARKING OBSTRUCTIONS

- 18.1 All loading, delivery and unloading of goods, merchandise, supplies and fixtures to and from the premises shall be done only at such times in the areas and through the entrances designated for the purpose by the Landlord and shall be subject to such rules and regulations as in the discretion of the Landlord, are necessary for the proper administration of the premises or the building.
- 18.2 The Tenant shall ensure that vehicles driven or used by it or its principals, servants, directors, licensees or invitees shall not obstruct the free flow of traffic, the entrances or exits of the loading zone(s), driveway(s) or the pedestrian entrances

to the property, the building or any premises therein. The Tenant, its employees or servants shall not use the customers' parking area.

- 18.3 Only loading vehicles allowed on the paved area are single axel truck no more than 6 ton

19. REFUSE CONTROL, COMPACTOR AND INCINERATOR, ETC.

- 19.1 The Tenant shall, for the purpose of collecting and disposing of its refuse, provide and use at its expense such bins or other containers as may from time to time be specified by the local authority and/or the Landlord.
- 19.2 All bins and containers referred to in 19.1 above, shall be maintained in good order and condition and kept neat and tidy by the Tenant throughout the period of this lease. They shall be prepared for collection in the manner and at the times and places specified by the local authority and/or the Landlord.
- 19.3 The Tenant shall not permit the accumulation of refuse in or outside the premises save in the refuse bins and containers referred to in this clause at places specified by the Landlord.
- 19.4 The Tenant shall be responsible for the replacement cost of any bins or containers used by or in connection with the premises which may be stolen, lost or unlawfully removed.
- 19.5 The Tenant shall, if so directed by the Landlord, use such compactor service and/or incinerator service as the Landlord may provide for the disposal of refuse and the Landlord shall be entitled to charge the Tenant for the use of the compactor service and/or incinerator service. The charge shall be payable by the Tenant monthly in advance on the first day of each and every month, together with the monthly rental.

20. DAMAGE OR DESTRUCTION The Landlord may cancel this lease if: -

- 20.1 the premises are destroyed or are damaged to such an extent as to be substantially not tenatable; or
- 20.2 there is destruction or damage to the building or parts thereof, whether or not the premises are involved and the Landlord determines to put an end to the tenancies in the building in order to engage in reconstruction, renovation or rebuilding.
- 20.3 The cancellation under 21.1 shall be by written notice given by the Landlord within



sixty (60) days of the taking place of the event giving rise to the cancellation.

- 20.4 If there is damage to the premises or to the building so as to affect the enjoyment of the premises, but not to such extent as to entitle the Landlord to cancel, then the Tenant shall be entitled to a remission of rental for the period during which and to the extent to which it is deprived of beneficial occupation and enjoyment of the premises, provided that such damage was not occasioned by any act or omission by the Tenant, its agents, representatives, invitees, contractors or employees.

## 21. BREACH BY TENANT

### 21.1 Should the Tenant: -

- 21.1.1 fail to pay rental & costs or any other amount due by the Tenant in terms of this lease on due date; or
- 21.1.2 commit or allow the commission of any other breach of this lease and fail to remedy that breach within a period of seven (7) days after receipt of notice to that effect from the Landlord; or
- 21.1.3 repeatedly breach any of the terms of this lease in such manner as to justify the Landlord in holding that the tenant's conduct is inconsistent with the intention or ability of the Tenant to carry out the terms of this lease; or
- 21.1.4 in the case of an individual, partnership or close corporation, commit an act of insolvency and in the case of a company, commit an act allowing for the winding up of a company under Section 344 of the Companies Act No. 61 of 1973, including the acceptance of a compromise under Section 311 of the Companies Act, then and in any such event, the Landlord shall have the right but shall not be obliged either: -
- 21.1.5 forthwith to cancel the lease and to resume possession of the premises, but without prejudice to its claim for arrears of rental & costs and other amounts owing hereunder or for damages which it may have suffered by reason of the Tenant's breach of contract or of the premature cancellation; or
- 21.1.6 to vary the lease by making it thereafter terminable by one (1) month's written notice given by the Landlord.
- 21.1.7 The Landlord shall not be obliged to give more than two notices arising from a breach or non-payment during any twelve (12) month period.

- 21.2 The Landlord shall be entitled to recover all legal costs incurred by it, including

may advise each other by written notice.

#### 25. WHOLE AGREEMENT

This lease constitutes the whole agreement between the parties and no warranties or representations whether express or implied shall be binding on the parties other than as recorded herein. Any agreement to carry this agreement shall be in writing and signed by the parties. No relaxation or indulgence which the Landlord may show to the Tenant shall in any way prejudice its rights hereunder. An acceptance of payment of rental & costs or any other payment shall not prejudice the Landlord's rights or operate as a waiver or abandonment thereof.

#### 26. DEPOSIT

26.1 The Tenant shall on signature hereof, pay the deposit stated in Section 11 of the Schedule.

26.2 The Landlord shall be entitled to apply this deposit to make good any of the obligations of the Tenant in terms of this lease. The deposit shall be retained by the Landlord until expiry of the lease and the Tenant shall not be entitled to offset rental & costs or any other amounts owing hereunder against the deposit. The deposit shall be repaid within thirty (30) days after the expiry of this lease, subject to the proper performance of its obligations by the Tenant. No interest will be payable on the deposit.

#### 27. CHANGE OF BUILDING NAME

The Landlord shall have the right to change the name of the building. The Landlord shall not be liable for any losses or damages suffered by the Tenant arising from or incidental to such change of name.

#### 28. INFORMAL TRADING

The Tenant shall use its best endeavors to prevent hawkers from trading on the pavement areas situated in front of the premises shop windows. The Landlord shall use its best endeavors to prevent hawkers from trading in the overall complex, and surrounding pavement areas and where hawkers trade unlawfully the Landlord shall not be deemed to have granted permission for such trading and cannot be held liable for any damage or loss in trade so suffered by the Tenant.





CITY OF  
**TSHWANE**  
IGNITING EXCELLENCE

TAX invoice : 887505881355

Issued : 31/12/21

**B E MAHLANGU**  
**PO BOX 1131**  
**KIRKNEY EXT 44**  
**0001**

Tel: 012 358 9999  
 Fax: 012 359 6111  
 E-Mail: [customercare@tshwane.gov.za](mailto:customercare@tshwane.gov.za)  
 Address: P O Box 408 | Pretoria | 0001

Account No.

5014229334

8008215486080

Page 1 of 2

|                    |                        |                |           |
|--------------------|------------------------|----------------|-----------|
| Account for        | Stand no               | Township       | Days      |
| P18                | 01131                  | KIRKNEY X 44   | 30        |
| Address            | Sectional Title Scheme |                | Unit no.  |
| 1131 STAND         |                        |                | 00000     |
| Meter reading unit | Group account          | Deposit date   | Deposit   |
| 1812001E           |                        | 13/12/16       | 400.00    |
|                    |                        | Guarantee date | Guarantee |
|                    |                        |                | 0.00      |
| GISKEY: 031001131  |                        | BP : 1701618   |           |

| DATE                                | DETAILS                         | (R) AMOUNT (excl. VAT) | (R) VAT      | (R) AMOUNT (incl. VAT) |
|-------------------------------------|---------------------------------|------------------------|--------------|------------------------|
| 24/11/21                            | Balance Brought Forward         | 996.66                 | 0.00         | 996.66                 |
| 03/12/21                            | Payment (Thank You)             | -996.00                | 0.00         | -996.00                |
| <b>31/12/21</b>                     | <b>SUB TOTAL (A)</b>            | <b>0.66</b>            | <b>0.00</b>  | <b>0.66</b>            |
| 31/12/21                            | Property Rates                  | 348.00                 | 0.00         | 348.00                 |
| 31/12/21                            | Waste Management                | 315.01                 | 47.25        | 362.26                 |
| 31/12/21                            | Water                           | 130.00                 | 19.50        | 149.50                 |
| 31/12/21                            | Sanitation                      | 77.00                  | 11.55        | 88.55                  |
|                                     | VAT 14% on services of R 0.00   | 0.00                   | 0.00         | 0.00                   |
|                                     | VAT 15% on services of R 522.01 | 0.00                   | 78.30        | 0.00                   |
| <b>31/12/21</b>                     | <b>TOTAL LEVY (B)</b>           | <b>870.01</b>          | <b>78.30</b> | <b>948.31</b>          |
| <b>TOTAL AMOUNT PAYABLE (A + B)</b> |                                 | <b>870.67</b>          | <b>78.30</b> | <b>948.00</b>          |

|         |           |                              |           |                              |
|---------|-----------|------------------------------|-----------|------------------------------|
| 90 Days | 90 + Days | Total charge (excluding VAT) | Total VAT | Total charge (including VAT) |
| 0.00    | 0.00      | 870.67                       | 78.30     | 948.00                       |

**THIS STUB MUST ACCOMPANY PAYMENT**

|                        |                        |                    |                       |
|------------------------|------------------------|--------------------|-----------------------|
| <b>OVERDUE AMOUNT</b>  | <b>DUE DATE</b>        | <b>IMMEDIATELY</b> | <b>0.66</b>           |
| <b>CURRENT ACCOUNT</b> | <b>DUE DATE</b>        | <b>2022/01/21</b>  | <b>AMOUNT PAYABLE</b> |
|                        |                        |                    | <b>948.31</b>         |
| Name                   | Final date for payment | Account no         |                       |
| B E MAHLANGU           | 21/01/22               | 5014229334         | <b>948.00</b>         |

Please use this Ref. no. when making Bank Payments Ref. no. 5014229334

TAX  
invoice 887505881355

CITY OF TSHWANE VAT REG NO 4000142267



50142293349



9 1945 5014229334 9



Tel: 012 358 9999



Fax: 012 359 6111



E-Mail: [customercare@tshwane.gov.za](mailto:customercare@tshwane.gov.za)

Address: P O Box 408 | Pretoria | 0001

Ref no: 9/1/8/2 BRITS

This document is certified as a true copy

Date: 20/1/22 Signature: Commissioner:

| DATE            | ICON | DETAILS  | AMOUNT (R) excl. VAT | VAT           | AMOUNT (R) incl.VAT |
|-----------------|------|--|----------------------|---------------|---------------------|
| 25/11/21        |      | Balance Brought Forward  | 6940.79              | 0.00          | 6940.79             |
| 25/11/21        |      | Payment (Thank You)  | -599.88              | 0.00          | -599.88             |
| 29/11/21        |      | Payment (Thank You)  | -299.88              | 0.00          | -299.88             |
| 30/11/21        |      | Payment (Thank You)  | -1760.00             | 0.00          | -1760.00            |
| 01/12/21        |      | Payment (Thank You)  | -230.85              | 0.00          | -230.85             |
|                 |      | <b>Sub Total (A)</b>   | <b>4050.18</b>       | <b>0.00</b>   | <b>4050.18</b>      |
| <b>31/12/21</b> |      | <b>Property Rates</b>  |                      |               |                     |
|                 |      | Residential  | 0.00                 | 0.00          | 0.00                |
|                 |      | Market Value: 1900000.00 Tariff: 0.0104400 Imperm. Value: 15000.00 Valuation Rebate: 135000.00 | 0.00                 | 0.00          | 0.00                |
|                 |      | 2021/12 1900000.00 X 0.0104400 ? 12  | 1653.00              | 0.00          | 1653.00             |
|                 |      | Less 15000.00 X 0.0104400 ? 12   | -13.05               | 0.00          | -13.05              |
|                 |      | Less 135000.00 X 0.0104400 ? 12  | -117.45              | 0.00          | -117.45             |
| <b>31/12/21</b> |      | <b>Waste Management</b>  |                      |               |                     |
|                 |      | Waste removal charge: domestic Waste Removal Charge: No of bins 1 @ R315.01                    | 315.01               | 47.25         | 362.26              |
| <b>31/12/21</b> |      | <b>Water</b>   |                      |               |                     |
|                 |      | Reading dates: Curr 29/12/21 Prev 24/11/21 ( 36 days)  | 0.00                 | 0.00          | 0.00                |
|                 |      | Meter: 191034551(Estimate) Curr 1188 Prev 1145 Cons 43 KL                                      | 0.00                 | 0.00          | 0.00                |
|                 |      | Water charge Scale B: Domestic   | 946.62               | 141.99        | 1088.61             |
|                 |      | Water Network Access Charge  | 156.00               | 23.40         | 179.40              |
| <b>31/12/21</b> |      | <b>Sanitation</b>  |                      |               |                     |
|                 |      | Reading dates: Curr 29/12/21 Prev 24/11/21 ( 36 days)  | 0.00                 | 0.00          | 0.00                |
|                 |      | Meter: 191034551(Estimate) Curr 1188 Prev 1145 Cons 43 KL                                      | 0.00                 | 0.00          | 0.00                |
|                 |      | Sanitation: Wastewater Domestic  | 291.17               | 43.68         | 334.85              |
|                 |      | Sanitation Network Access Charge   | 92.40                | 13.86         | 106.26              |
| <b>31/12/21</b> |      | <b>VAT</b>   |                      |               |                     |
|                 |      | VAT 14% on services of R0  | 0.00                 | 0.00          | 0.00                |
|                 |      | VAT 15% on services of R1801.2   | 0.00                 | 270.18        | 0.00                |
|                 |      | <b>Total Current Levy (B)</b>  | <b>3323.70</b>       | <b>270.18</b> | <b>3593.88</b>      |
|                 |      | <b>Total Amount Payable (A+B)</b>  | <b>7,373.88</b>      | <b>270.18</b> | <b>7,644.00</b>     |

COMMISSIONER OF OATHS  
Ref no: 9/1/8/2 BRITS

This document is certified  
as a true copy

Date: 28/1/22 Signature: [Signature]

Commissioner: [Signature]



I Lena Mabiletsa  
 ID NO. 8510160749081 AGE: 36 RACE/GENDER: Coloured Female  
 RESIDENTIAL ADDRESS: 3697 Ext 2, Mothotlung CONTACT No. 0737802156  
 WORK ADDRESS: 196 Beethoven Street, Melodie, Harbertsford

Declares under oath in English that:

I do not have any municipal account  
under my name. Municipal account is under the  
name of my husband.

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

*I know and understand the contents of this declaration  
 I have no objection to taking the prescribed oath.  
 I consider the prescribed oath to be binding on my conscience.*

Mabiletsa

*I certify that the deponent has acknowledged that he/she knows and understand the contents of this declaration which was sworn to before me and the deponent's signature was placed thereon in my*

Presence at Mothotlung on 2021-12-07 (Date) at 16:22 (Time)

**EX-OFFICIO**  
**SOUTH AFRICAN POLICE SERVICE**  
**NORTH WEST PROVINCE**

**COMMISSIONER OF OATHS**  
 SIGNATURE: Mabiletsa 7242990-9 CS

PERSAL NO: 7242990-9

RANK: Constable

FULL NAME: Gontse Lou's Mabiletsa