



8/11/2022

ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

- 1. Q 2021/017: RENEWAL OF ESRI MAINTENANCE AGREEMENT FOR 12 MONTHS
- 2. Q 2021/031: SUPPLY AND DELIVERY OF APPLIANCES x 3
- 3. Q 2020/073: PROCUREMENT OF REMOTE ETHERNET DEVICE
- 4. Q 2021/079: RENEWAL OF F-SECURE BUSINESS SUITE PREMIUM LICENSE
- 5. Q 2021/080: SUPPLY AND DELIVERY OF TABLET COMPUTERS
- 6. Q 2021/082: SUPPLY AND DELIVERY OF IP ENABLED DEVICES
- 7. Q 2021/085: SUPPLY AND DELIVERY OF OILS AND LUBRICANTS x 3
- 8. T 2021/070: TRAFFIC CONTROL ON RURAL PROVINCIAL ROADS FOR THE PERIOD ENDING 30 JUNE 2024

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

Received by [Signature] Date 21/02/2022



CAPE WINELANDS DISTRICT

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

Q 2021/031 SUPPLY AND DELIVERY OF APPLIANCES

COMPANY NAME: INNOVO NETWORKS.....
POSTAL ADDRESS: THE FORUM G07.....
NORTH BANK LANE.....
CENTURY CITY.....
MILNERTON 7441

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 2021/031
SUPPLY AND DELIVERY OF APPLIANCES**

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A. QUOTATION NOTICE

Formal Written Price Quotations are hereby invited for the supply and delivery of various appliances.

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

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

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

Duly completed quotations must be enclosed in a (separate) sealed envelope and endorsed with the relevant quotation number and description on the envelope/s. The sealed quotations must be placed in the official quotations box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch, before **11h00 on Friday, 13 August 2021.**

**HF PRINS
MUNICIPAL MANAGER**

B. GENERAL CONDITIONS AND INFORMATION

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

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

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

1. Acceptance or Rejection of a Quotations

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

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

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

2. Validity Period

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

3. Registration on Accredited Supplier Database

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

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

4. Completion of Quotations Documents

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

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

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

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

5. Authorised Signatory

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

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

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

6. Site / Information Meetings

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

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

7. Quantities of Specific Items

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

8. Expenses Incurred in Preparation of Quotations

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

9. Contact with Municipality after Quotations Closure Date

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

10. Opening, Recording and Publications of Quotations Received

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

Telexed, faxed or e-mailed quotations will not be accepted.
The quotations forms should be carefully completed and no errors will be condoned after quotations have been opened.

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

11. Evaluation of Quotations

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

12. Subcontracting

The Contractor shall not subcontract the whole of the contract.

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

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

13. Extension of Contract

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

14. Past Practices

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

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

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

15. Persons in the service of the state

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

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

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

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

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

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

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

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

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

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

Bidders other than EMEs

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

Bidders who qualify as EMEs

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

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

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

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

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

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

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

Registered auditors approved by IRBA

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

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

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

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

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

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

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

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

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

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

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

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

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

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

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

17. Application

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

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

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

18. Standards

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

19. Information and Inspection

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

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

20. Governing Language

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

21. Payments

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

Payment will be made in Rand unless otherwise stipulated.

22. Prices and Evaluation of bids

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

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

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

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

23. Termination for default

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

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

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

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

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

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

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

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

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

The name and address of the supplier and / or person restricted by the District Municipality;

The date of commencement of the restriction;

The period of restriction; and

The reasons for the restriction

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

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

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

24. Termination for Insolvency

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

25. Settlement of Disputes

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

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

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

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

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

26. Applicable Law

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

27. Notices

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

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

28. Taxes and duties

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

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

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

29. Value-added tax (VAT) on invoices

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

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

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

The VAT registration number of the District Municipality is 4700193495.

30. Tax Clearance Certificate

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

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

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

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

31. Municipal Rates, Taxes and Charges

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

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

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

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

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

33. Letter of Good Standing from the Commissioner of Compensation

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.

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

The purpose of this document is to:

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

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

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.

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

17. PRICES

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

8. VARIATION ORDERS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

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

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

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

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

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

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

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

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

24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

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

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

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

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

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

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

32. TAXES AND DUTIES

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

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

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

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

33. TRANSFER OF CONTRACTS

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

34. AMENDMENT OF CONTRACTS

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

35. PROHIBITION OF RESTRICTIVE PRACTICES

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

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

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

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

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

The points are awarded as follows:

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

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

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. BACKGROUND

The Department: Financial and Strategic Support Services invites Formal Written Price Quotation for the supply and delivery of appliances.

Delivery costs must be included in the quoted prices.

2. LOGISTICAL REQUIREMENTS

The successful supplier(s) must supply and deliver the appliances to various offices of the Cape Winelands District Municipality within seven (7) days of receiving the order to do so, *or within a period to be mutually agreed upon between the successful supplier(s) and the Cape Winelands District Municipality.*

3. REMUNERATION

- No upfront payments will be made.
- Payments to the service provider(s) will only be effected on on successful delivery of the appliances.
- Any fees or remuneration are inclusive of Value Added Tax.

4. EVALUATION

Evaluation will be done per item.

Quotation Number	Appliances	Delivery Address	Specifications	Estimated Quantity
Q 2021/031 A	240ℓ Wheelie bins	Logistical Support Services 51 Trappes Street Worcester Mr DA Heath	<ul style="list-style-type: none"> ➤ 240 litre Wheelie Bin ➤ Only locally manufactured Wheelie Bins with a 100% Local Content will be considered ➤ A Declaration Certificate for Local Production and Content (SDB/MED6.2) with a Local Content Declaration must be completed, duly signed and submitted by the bidder 	4
Q 2021/031 B	223ℓ Topfreezer refrigerator	Administrative Support Services 51 Trappes Street Worcester Mr DA Heath	<ul style="list-style-type: none"> ➤ 223ℓ Topfreezer refrigerator ➤ Colour White 	1
Q 2021/031 C	20ℓ Urn	Administrative Support Services 40 Van Reenen Street Robertson (Kiichen) Ms SI Grootboom	<ul style="list-style-type: none"> ➤ 20ℓ Urn 	1
Q 2021/031 D	20ℓ Waterdispenser	Administrative Support Services 40 Van Reenen Street Robertson Ms SI Grootboom	<ul style="list-style-type: none"> ➤ 20ℓ Water Dispenser 	1
Q 2021/031 E	223ℓ Refrigerator freezer	Administrative Support Services 40 Van Reenen Street Robertson Ms SI Grootboom	<ul style="list-style-type: none"> ➤ 223ℓ Refrigerator freezer ➤ Colour White 	1

Quotation Number	Appliances	Delivery Address	Specifications	Estimated Quantity
Q 2021/031 F	Vacuum cleaner	Logistical Support Services 51 Trappes Street Worcester Mr DA Heath	<p>1 x Silent and mobile wet and dry industrial vacuum cleaner which comply with the following specifications:</p> <ul style="list-style-type: none"> ➤ Airflow rate - 3 700 litre per minute ➤ Vacuum (mbar/kPa) 250/25 ➤ Power Pmax (1 500 watt) ➤ Working Sound Level (dB/A) 59 ➤ Container Volume 30 litre ➤ Weight 10 kg ➤ Electrical Cable minimum 7.5 metres ➤ Main Filter Type: Washable PET fleece filter ➤ Cleaning System Push and Clean 	1
Q 2021/031 G	Vacuum cleaner	Logistical Support Services Ground Floor 29 Du Toit Street Stellenbosch Mr RD Francke	<p>1 x Silent and mobile wet and dry industrial vacuum cleaner which comply with the following specifications:</p> <ul style="list-style-type: none"> ➤ Airflow rate - 3 700 litre per minute ➤ Vacuum (mbar/kPa) 250/25 ➤ Power Pmax (1 500 watt) ➤ Working Sound Level (dB/A) 59 ➤ Container Volume 30 litre ➤ Weight 10 kg ➤ Electrical Cable minimum 7.5 metres ➤ Main Filter Type: Washable PET fleece filter ➤ Cleaning System Push and Clean 	1

Quotation Number	Appliances	Delivery Address	Specifications	Estimated Quantity
Q 2021/031 H	Industrial carpet cleaning machine	Logistical Support Services Ground Floor 51 Trappes Street Worcester Mr DA Heath	➤ Industrial Carpet Cleaning Machines with carpet cleaning accessories and 20 litre capacity tank	2
Q 2021/031 I	Standard Speed Rotary Polisher with Pad	Logistical Support Services Ground Floor 29 Du Toit Street Stellenbosch Mr RD Francke	➤ Standard Speed Rotary Polisher with pad drive, low vibration and high pad pressure for effective cleaning, dual handed safety interlock with dead man's switch and large rear wheels for easy transporting	1
Q 2021/031 J	223ℓ Fridge	Roads Division C/o Louis Lange and Schondland Street Worcester Mr D Theron	➤ 223ℓ Fridge ➤ Colour White	1
Q 2021/031 K	38ℓ Microwave	Roads Division C/o Louis Lange and Schondland Street Worcester Mr D Theron	➤ 38 Litre microwave ➤ Colour white	1

Quotation Number	Appliances	Delivery Address	Specifications	Estimated Quantity
Q 2021/031 L	Hybrid 15" portable speaker with mike and rechargeable battery	Municipal Health Services 51 Trappes Street Worcester Mr R J Humphreys	<ul style="list-style-type: none"> ➤ Portable ➤ Rechargeable battery ➤ Battery Duty Cycle – 6 Hour at Max Output ➤ 15' Full range speakers ➤ Wireless VHF Microphone ➤ Bluetooth connectivity ➤ Bass, Mid and Treble EQ Controls ➤ Aux Input (RCA and 3.5mm Jack) ➤ External Mic Input ➤ At least 75 Watt RMS 	2
Q 2021/031 M	Megaphone	Municipal Health Services 51 Trappes Street Worcester Mr R J Humphreys	<ul style="list-style-type: none"> ➤ Megaphone ➤ With Shoulder Strap ➤ Detachable Microphone ➤ 45 Watt 	5
Q 2021/031 N	Infrared distance meter	Municipal Health Services 51 Trappes Street Worcester Mr R J Humphreys	<ul style="list-style-type: none"> ➤ Handheld ➤ Maximum measuring range At least 40m ➤ Measuring accuracy ±2mm ➤ Measuring Unit m 	5

Quotation Number	Appliances	Delivery Address	Specifications	Estimated Quantity
Q 2021/031 O	4-Solid plate stove	Disaster Management C/o Langenhoven and Bird Street Stellenbosch Mr SP Minnies	<ul style="list-style-type: none"> ➤ Freestanding stove ➤ A-Energy Rated ➤ Lower your energy consumption, reducing electricity costs and benefiting the environment ➤ 4 Solid Plates ➤ Heat Switches and Function Selector ➤ Plate Indicator Lights ➤ Gross Volume: 49ℓ ➤ Utility Compartment ➤ Easy-clean Enamel Oven Interior ➤ Viewing Window ➤ Roast Pan and Chromed Shelf ➤ Oven capacity 81 litres ➤ Warmer drawer ➤ Oven light ➤ Dimensions (H x W x D): 1 105 x 497 x 600 mm ➤ Colour: Black ➤ Product Dimensions ➤ 630mm(L) x 595mm(W) x 1,190mm(H) ➤ Shipping Weight: 65.0 kg ➤ Static oven (bake and grill) ➤ Minimum 3-year service guarantee 	1

Quotation Number	Appliances	Delivery Address	Specifications	Estimated Quantity
Q 2021/031 P	Dishwasher	Disaster Management C/o Langenhoven and Bird Street Stellenbosch Mr SP Minnies	<ul style="list-style-type: none"> ➤ Colour: White ➤ 1 Special option: VarioSpeed ➤ Dosage Assist ➤ EcoSilence Drive ➤ Load-Sensor ➤ Detergent Automation. Regenerative electronics ➤ Self-cleaning filter system with 3-fold corrugated filter ➤ LED programme status indicator ➤ LED salt refill indicator ➤ LED rinse aid refill indicator ➤ Programme selector with integrated start button ➤ Cutlery basket in bottom basket ➤ Cup shelves in top basket ➤ Glass holder in top basket ➤ Multiple water protection ➤ Glass protection technology 	1

Quotation Number	Appliances	Delivery Address	Specifications	Estimated Quantity
Q 2021/031 Q	203ℓ Single door refrigerator	Disaster Management C/o Langenhoven and Bird Street Stellenbosch Mr SP Minnies	<p>The product should meet the following requirements:</p> <ul style="list-style-type: none"> ➤ Large capacity ➤ Separate transparent crisper ➤ Interior light ➤ Easy rolling-wheels ➤ Adjustable leg <p>Specifications:</p> <ul style="list-style-type: none"> ➤ Capacity: 233L ➤ Colour: Silver ➤ Energy Class: A+ ➤ Size: 550mm x 550mm x 1420mm ➤ Warranty: 2 Years on unit & 5 Years on compressor 	1
Q 2021/031 R	240ℓ Wheelie bins	Logistical Support Services 29 Du Toit Street Stellenbosch Mr RD Francke	<ul style="list-style-type: none"> ➤ 240 litre Wheelie Bin ➤ Only locally manufactured Wheelie Bins with a 100% Local Content will be considered ➤ A Declaration Certificate for Local Production and Content (SDB/MED6.2) with a Local Content Declaration must be completed, duly signed and submitted by the bidder. 	4

NB: Detailed specification/brochure of the proposed appliance shall be included with the document as this form part of the evaluation process.

G. FORM OF OFFER

OFFER

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

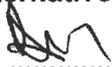
Q 2021/031: SUPPLY AND DELIVERY OF VARIOUS APPLIANCES

The bidder, identified in the offer signature block, has examined the documents listed in the quotation data and addenda thereto as listed in the quotation schedules, and by submitting this offer has accepted the Conditions of Formal Written Price Quotation.

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

This offer may be accepted by the Employer by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the Conditions of Formal Written Price Quotation, whereupon the bidder becomes the party named as the Service Provider in the Conditions of Contract.

For proper evaluation purposes it is essential that this specific pricing schedule be completed in full and signed. Alternative pricing schedules will not be accepted

Signature(s): 

Name(s): DAMIAN MICHAEL

Capacity for the Bidder: MANAGING DIRECTOR

Name of organization: INNOVO NETWORKS

Name and Signature of Witness:  Date: 5 AUGUST 2021

Item	Qty.	Description	Brand name	Price per unit including delivery and VAT
A	4	240l Wheelie Bin	PIONEER PLASTIC	R R990.00
B	1	223l Topfreezer Refrigerator	HISENSE	R 5 374.88
C	1	20l Urn	ARO	R 1 342.88
D	1	20l Waterdispenser	ELEGANCE	R 4 345.00
E	1	223l Refrigerator Freezer	HISENSE	R 4 702.88
F	1	Vacuum cleaner (CW)	BENNET	R 6 158.88
G	1	Vacuum cleaner (CL)	BENNET	R 6 158.88
H	2	Industrial Carpet Cleaning Machine	AUTOMATIC	R 10 304.00
I	1	Standard Speed Rotary Polisher with Pad	POLISHER	R 2 274.60
J	1	Fridge Replacement (Roads Workshop)	HISENSE	R 5 374.88
K	1	Microwave Replacement (Roads Workshop)	SAMSUNG	R 3 022.88
L	2	Hybrid 15" Portable Speaker with mic & Rechargeable Battery	HYBRID	R 6 602.40
M	5	Megaphone	LOUDCRUISER	R 2 066.40
N	5	Infrared Distance Meter	BOSCH	R 2 072.00
O	1	4 Solid Plate Stove	DEFY	R 4 198.88
P	1	Dishwasher	DEFY	R 4 728.90
Q	1	203l Single Door Refrigerator (Mobile Unit)	SAMSUNG	R 7 473.85
R	4	240l Wheelie Bin	PIONEER PLASTIC	R 990.00

Cape Winelands District Municipality
R 990.00

ESTIMATIONS

Opened at 11h00 on

3 AUG 2021

Witness: *[Signature]*

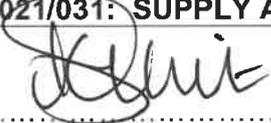
H. ACCEPTANCE

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

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

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

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

ACCEPTANCE (to be completed by the Cape Winelands District Municipality)	
Q 2021/031: SUPPLY AND DELIVERY OF APPLIANCES	
 Ms. K Smit Director Support Services 13/11/2021 Date
 Mr. F. van Eck Executive Director: Technical Services 13/11/2021 Date
 Mr. P.A. Williams Executive Director: Community Development & Planning Services 13/11/2021 Date
 Me. E Niemand Witness 13/11/2021 Date

J. DECLARATION OF INTEREST – MBD 4 B

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

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

3.1	Full Name of bidder or his or her representative	DAMIAN MICHAEL
3.2	Identity Number (person submitting this declaration)	77040305047083
3.3	Position occupied in the Company (official/director/trustee/s hareholder ²):	MANAGING DIRECTOR
3.4	Company Registration Number	2013/228191/07
3.5	Tax Reference Number	9374724178
3.6	VAT Registration Number	4360270518
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="checkbox"/>
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="checkbox"/>
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:

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

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

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

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	<input checked="" type="checkbox"/>
3.13.1	If yes, furnish particulars.		

3.14	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	<input checked="" type="checkbox"/>
3.14.1	If yes, furnish particulars.		

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Quotations Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	<input checked="" type="checkbox"/>
3.15.1	If yes, furnish particulars.		
3.16	Was the supplier or any director/ member/ trustee/ principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	<input checked="" type="checkbox"/>
3.16.1	If yes, furnish particulars.		
3.17	Does the supplier or any director/ member/ trustee/ principle shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	<input checked="" type="checkbox"/>
3.17.1	If yes, furnish particulars. The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted every three months – provide individual information in the schedule under par. 4.		
3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	<input checked="" type="checkbox"/>
3.18.1	If yes, furnish particulars.		

4	<p>MFMA Circular No 62 of July 2013 require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. A shareholder is defined as a person who owns shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</p>	Full name of directors / trustees / shareholders	Identity Number	% Share-holding in company	Personal Tax Reference Number	State Employee Number (Persal)	Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i>
1		DAMIAN MICHAEL	77040305047083	100	0114312143	N/A	CITY OF CAPE TOWN 1002502705
2							
3							
4							
5							
6							
7							
8							
9							
10							

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



 Signature

5 AUGUST 2021

 Date

MANAGING DIRECTOR

 Capacity of Signatory

INNOVO NETWORKS

 Name of Bidder/Company/CC Name

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

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

Commissioner of Oaths

Signed and sworn to before me at ZOMASIA.....

on this the 06 day of AUGUST 2021 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: WO.....

Address 233 VRYBURGER AVENUE
ZOMASIA

Tel: 021 5553111.....

Apply official stamp of authority on this page:

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

K. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Q2021/031 SUPPLY & DELIVERY OF APPLIANCES

.....
(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:..... **INNOVO NETWORKS** that:
(Name of Bidder)

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

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.

8. *In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.*

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.



.....
Signature

5 AUGUST 2021

.....
Date

.....
MANAGING DIRECTOR

.....
Position

.....
INNOVO NETWORKS

.....
Name of Bidder

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

ICT SERVICES & LAPTOPS SUPPLIER

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

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

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

1. GENERAL CONDITIONS

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

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

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

2. DEFINITIONS

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

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

3. POINTS AWARDED FOR PRICE

3.1 THE PREFERENCE POINT SYSTEM

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = **20** (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	X
-----	--	----	---

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted 0 %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	X
-----	--	----	---

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: INNOVO NETWORKS

8.2 VAT registration number: 4360270518

8.3 Company registration number: 2013/228191/07

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

ICT SERVICES & APPLIANCE SUPPLIER

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated: **CITY OF CAPE TOWN**

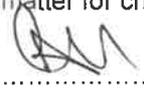
Registered Account Number: **1002502705**

Stand Number:

8.8 Total number of years the company/firm has been in business: **8 YEARS**

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution.

Signature of Bidders: 

DATE: **5 AUGUST 2021**

ADDRESS: **THE FORUM G07 NORTH BANK LANE CENTURY CITY, MILNERTON 7441**

WITNESSES:

- 1. 
- 2. 

M. CONTRACT FORM – PURCHASE OF GOODS/WORKS (MBD 7.1)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution).....CAPE WINELANDS..... in accordance with the requirements and specifications stipulated in bid number...Q2021/031..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Name	DAMIAN MICHAEL		
Capacity	MANAGING DIRECTOR		
Signature			
Company name	INNOVO NETWORKS		
Date	5 AUGUST 2021		
Witness 1		Date	5 AUGUST 2021
Witness 2		Date	5 AUGUST 2021

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... **DAMIAN MICHAEL**..... in my capacity as..... **MANAGING DIRECTOR**.....
accept your bid under reference number **Q2021/031** dated..... for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT <small>(if applicable)</small>

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

Signed at **CENTURY CITY** on..... **5 AUGUST 2021**

Name (Print) **DAMIAN MICHAEL**

Signature

Witness 1 Date **5 AUGUST 2021**

Witness 2 Date **5 AUGUST 2021**

N. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
DAMIAN MICHAEL	LEOPARD ROCK ESTATE	2182834567	PAROW
	7 REGENCY CRESCENT		
	PLATTEKLOOF		

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

DECLARATION:

I, the undersigned (name) DAMIAN MICHAEL
 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

5 AUGUST 2021

.....
Date

MANAGING DIRECTOR

.....
Position

INNOVO NETWORKS

.....
Name of Bidder

O. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs DAMIAN MICHAEL
acting in his/her capacity as MANAGING DIRECTOR
of the business trading as INNOVO NETWORKS
to sign all documentation in connection with Quotation..... Q2021/031

Name of members / directors	Signature	Date
DAMIAN MICHAEL		05/08/2021

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

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

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) DAMIAN MICHAEL 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

5 AUGUST 2021
.....
Date

MANAGING DIRECTOR
.....
Position

INNOVO NETWORKS
.....
Name of Bidder

R. COMPULSORY DOCUMENTATION / CHECKLIST

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

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

Additional documents applicable to this specific quotation: Failure to submit this documentation shall lead to disqualification)

Company profile Is a company profile attached?	Yes	<input checked="" type="checkbox"/>	No	
--	-----	-------------------------------------	----	--

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

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

I, **DAMIAN MICHAEL** confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature: 

Date: **5 AUGUST 2021**

S. REFERENCES

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

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

Company Name	STELLENBOSCH MUNICIPALITY
Description of project	APPLIANCES
Contact person name	ANGELINE
Contact person telephone number	021 808 5021
Value of project	R12 000.00

Company Name	CAPE WINELANDS MUNICIPALITY
Description of project	TVS AND CLIKSHARE SYSTEM
Contact person name	JANINE
Contact person telephone number	072 440 1996
Value of project	R63 000

Company Name	ALVARITA
Description of project	SUPPLY OF FRIDGE AND MICROWAVE
Contact person name	VUVU DHLULA
Contact person telephone number	087 236 6462
Value of project	R25 000.00

T. MBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. Q 2021 031

ISSUED BY: CAPE WINELANDS DISTRICT MUNICIPALITY

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,Damian Michael..... (full names),
do hereby declare, in my capacity as Managing Director,
of Innovo Networks(name of bidder entity),
the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R	3443.47
Imported content (x), as calculated in terms of SATS 1286:2011	R	0
Stipulated minimum threshold for local content (paragraph 3 above)		100%
Local content %, as calculated in terms of SATS 1286:2011		100%

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:  DATE: 13 AUGUST 2021

WITNESS No. 1  DATE: 13 AUGUST 2021

WITNESS No. 2  DATE: 13 AUGUST 2021

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1) Tender No.	Q 2021/031
(E2) Tender description:	SUPPLY AND DELIVERY OF APPLIANCES
(E3) Designated products:	WHEELIE BINS
(E4) Tender Authority:	CAPE WINELANDS DISTRICT MUNICIPALITY
(E5) Tendering Entity name:	Innovo Networks

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased (E6)	Local suppliers (E7)	Value (E8)
1	WHEELIE BINS	Pioneer	R3443.47
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

(E9) Total local products (Goods, Services and Works) R3443.47 -

(E10) Manpower costs (Tenderer's manpower cost)	-
(E11) Factory overheads (Rental, depreciation & amortization, utility costs, consumables etc.)	-
(E12) Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)	-

(E13) Total local content R3443.47 -

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: 13 August 2021



**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

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

Tax invoice number	210007981661
Customer VAT registration number	4360270518
Account number	218283457
Distribution code	
Business partner number	1001897373



D MICHAEL & M MAURER
CARE OF: ALVARITA CC
PO BOX 3361
CAPE TOWN
8000

Computer generated copy tax invoice

Tel: 086 010 3089 - Fax: 086 201 1017
Tel: international calls +27 21 401 4701
E-mail : accounts@capetown.gov.za
Correspondence: Director : Revenue, P O Box 655,
Cape Town 8000
Web address:www.capetown.gov.za

Account summary as at 14/05/2021		Due date	08/06/2021
At 7 REGENCY CRESCENT, LEOPARD ROCK ESTATE, 8 BARONETCY BOULEVARD, BARONETCY			
Previous account balance			9979.46
Less payments (29/04/2021)	Thank you		9979.46-
(a)			0.00
Latest account - see overleaf			4392.01
Current amount due (b)	Payable by 08/06/2021		4392.01
	Total (a) + (b)		4392.01
Total (a) + (b) above		4392.01	
Total liability		4392.01	



Please note:

- Payment options
 - (a) Debit orders: Call 0860 103 089 or visit a Customer Service Centre. (b) Internet payments: Visit www.Easypay.co.za.
 - (c) Electronic payments (EFT): Select the City of Cape Town as a bank-listed beneficiary on your bank's website. Use only your nine-digit municipal account number as reference.
 - (d) Direct deposit at Nedbank: Please present your account number 218283457 to the bank teller. (e) Cash, debit card, credit card and other: Please present your account to the cashier.
- Where the City incurs bank costs on any mode of payment, the City will recover such cost on the portion of the amount above R7000.00 per transaction per account number. The City absorbs such costs in respect of a single payment of R7000.00 and below.
- Interest will be charged on all amounts still outstanding after the due date.
- You may not withhold payment, even if you have submitted a query to the City concerning this account.
- Failure to pay could result in:
 - (a) The City recovering debt overdue on the purchasing of pre-paid electricity.
 - (b) your water and/or electricity supply being disconnected/restricted. Immediate reconnection of the supply after payment cannot be guaranteed.
 A disconnection fee will be charged and your deposit amount might be increased.

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



D MICHAEL & M MAURER



>>>> 915552182834575

Account number	218283457
Total due if not paid in cash	4392.01
Amount due if paid in cash	4392.00
Rounded down amount carried forward to next invoice	0.01

COMPANIES AND INTELLECTUAL PROPERTY COMMISSION REPUBLIC OF SOUTH AFRICA

Form CoR 14.3 - Registration Certificate

Issue date: 06/12/2013
Print date: 06/12/2013
Customer code: LGTINC
Tracking number: 110759944

Concerning:

INNOVO NETWORKS (Pty) Ltd 2013/228191/07

The above company has been registered in terms of section 14 of the Companies Act, 2008.

In accordance with the Notice of Incorporation, the registration of the company takes effect on 06/12/2013.

In conjunction with this certificate, the Commission has not issued another notice contemplated in section 12 (3).

Astrial Luain

Commissioner: CIPC

LSU LSU

About this Notice

This Notice is issued in terms of section 14 of the Companies Act, 2008, and Regulation 14 of the Companies Regulations, 2011.
If the Commission has altered the name of the company, in terms of section 14 (2) (b), the company may file an amended Notice of Incorporation to change the name.
If the Commission has issued a Notice of a Potentially Contested Name in conjunction with the Certificate, the company must serve that Notice on each person identified in the Notice, and any such person has the right to challenge the use of the name, by the company.

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



**Certificate issued by the Companies and Intellectual Property Commission
on Friday, December 06, 2013 11:06
Registration Certificate**



Registration number	2013 / 228191 / 07
Enterprise name	INNOVO NETWORKS (PTY) LTD
Enterprise shortened name	NOT APPLICABLE
Enterprise translated name	NOT APPLICABLE
Registration date	06/12/2013
Business start date	06/12/2013
Enterprise type	PRIVATE COMPANY
Enterprise status	IN BUSINESS
Financial year end	FEBRUARY
Main business/main object	NO RESTRICTION ON BUSINESS ACTIVITIES
Postal address	LEOPARD ROAD ESTATE 7 REBENCY CRESCENT PLATTERKLOOF WESTERN CAPE 7441
Address of registered office	LEOPARD ROAD ESTATE 7 REBENCY CRESCENT PLATTERKLOOF WESTERN CAPE 7441

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



EME SWORN AFFIDAVIT: AMENDED B-BBEE ICT SECTOR CODE GOV. GAZETTE NO. 40407 DATED 07/11/2016

Full name / surname of deponent: Kevin Roger Trimm

Identity number: 6608195115088

I hereby declare under oath that I am duly authorised to make this affidavit and confirm that the contents hereof are correct.

I am the authorised representative of (name of business) Innovo Networks Pty Ltd

CIPC registration number 201322819107

VAT registration number 4360270518

The primary business premises of the enterprise are situated at (physical address): The Forum, G07
North Bank Lane, Milnerton, Cape Town

The nature of the company's business is ICT

The most recently completed financial year of the business was from: 01 March 2020 (first day) to 28 Feb 2021 (end date).

The Annual Total Revenue (gross annual sales turnover) of the business for this period was less than R10 000 000 (Ten Million Rand).

It is confirmed that I understand that the use of the term "BLACK", for the purpose of B-BBEE assessment, only includes:

AFRICAN, INDIAN and COLOURED SOUTH AFRICAN CITIZENS either:

BY BIRTH (born in Republic of South Africa); or

BY DESCENT, (one or both parent/s are RSA citizens); or

BY NATURALIZATION (fulfilled residency requirement in RSA) which naturalisation occurred PRIOR TO 27 APRIL 1994.

It is confirmed that the BLACK OWNERSHIP (economic interest and shareholder voting rights) in the business are:

TOTAL BLACK OWNERSHIP 100 % (Black Male and Black Female added together)

TOTAL BLACK FEMALE OWNERSHIP 0 % (Black Female only)

BLACK DESIGNATED GROUP 0 % (see definition below)

BLACK DESIGNATED GROUP means Black youth, black persons with disabilities, black unemployed persons, black military veterans, and black people living in a rural and under developed areas

It is confirmed that all BLACK participants in the ownership of the business HAVE BEEN released from all third party rights arising from the purchase of shares in the business or HAVE NEVER BEEN subject to any such third party rights.

The entity is automatically deemed to be an EMPOWERING SUPPLIER in terms of the Amended B-BBEE Codes.

The BEE Contributor Level of the business indicated in the table below (tick applicable box)

100% black owned	Level 1 (135% B-BBEE procurement recognition)	X
At least 51 % black owned	Level 2 (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level 4 (100% B-BBEE procurement recognition)	


SIGNATURE OF AUTHORISED REPRESENTATIVE

Kevin Roger Trimm
NAME OF AUTHORISED REPRESENTATIVE

I know and understand contents of this declaration. I have no objection to taking the prescribed oath and consider the prescribed oath to be binding on my conscience and on the owners of the business that I represent in this matter.

The sworn affidavit is valid for a period of 12 months from the date of the signature of the Commissioner of Oaths


SIGNATURE OF COMMISSIONER OF OATHS

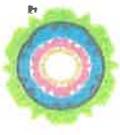
02 AUG 2021
DATE

MADZANGA MURIDI
FULL NAME OF COMMISSIONER

2021-08-02
DATE

CST
CAPACITY OF COMMISSIONER





CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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

Tax invoice number 102006376554
Customer VAT registration number
Account number 227325331
Distribution code
Business partner number 1002593734



INNOVO PROPERTIES CAPE TOWN PROPRIETARY LIMITED
 PO BOX 3361
 CAPE TOWN
 8000

Computer generated copy tax invoice
 Tel: 086 010 3089 - Fax: 086 201 1017
 Tel: International calls +27 21 401 4701
 E-mail : accounts@capetown.gov.za
 Correspondence: Director : Revenue, P O Box 655,
 Cape Town 8000
 Web address:www.capetown.gov.za

Account summary as at 06/05/2021		Due date	31/05/2021
At THE FORUM, Unif 26, 6 CENTURY WAY, CENTURY CITY / Erf 6473			
Previous account balance			5277.80
Less payments (14/04/2021)	Thank you		3372.31-
Arrears (a)	Payable immediately		1905.49
Latest account - see overleaf			1522.65
Current amount due (b)	Payable by 31/05/2021		1522.65
	Total (a) + (b)		3428.14
Total (a) + (b) above		3428.14	
Total liability		3428.14	



Please note:

- Payment options
 - (a) Debit orders: Call 0860 103 089 or visit a Customer Service Centre. (b) Internet payments: Visit www.Easypay.co.za.
 - (c) Electronic payments (EFT): Select the City of Cape Town as a bank-listed beneficiary on your bank's website. Use only your nine-digit municipal account number as reference.
 - (d) Direct deposit at Nedbank: Please present your account number 227325331 to the bank teller. (e) Cash, debit card, credit card and other: Please present your account to the cashier.
- Where the City incurs bank costs on any mode of payment, the City will recover such cost on the portion of the amount above R7000.00 per transaction per account number. The City absorbs such costs in respect of a single payment of R7000.00 and below.
- Interest will be charged on all amounts still outstanding after the due date.
- You may not withhold payment, even if you have submitted a query to the City concerning this account.
- Failure to pay could result in:
 - (a) The City recovering debt overdue on the purchasing of pre-paid electricity.
 - (b) your water and/or electricity supply being disconnected/restricted. Immediate reconnection of the supply after payment cannot be guaranteed.
 A disconnection fee will be charged and your deposit amount might be increased.

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



INNOVO PROPERTIES CAPE TOWN PROPRIETARY



>>>> 915552273253313

Account number	227325331
Total due if not paid in cash	3428.14
Amount due if paid in cash	3428.10
Rounded down amount carried forward to next invoice	0.04



TAX COMPLIANCE STATUS

PIN Issued

INNOVO NETWORKS (PTY) LTD
PO BOX 3361
CAPE TOWN
8000

Enquiries should be addressed to SARS:

SARS
Alberton
1528

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

Taxpayer Reference Number: 9374724178

Always quote this reference number when contacting SARS

Issue Date:

2020/11/03

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	Innovo Networks (Pty) Ltd
Trading Name	INNOVO NETWORKS
Tax Reference Number(s)	IT - 9374724178 Vat - 4360270518 PAYE - 7510789342
Purpose of Request	Good Standing
Request Reference Number	0032070067650311201002170
PIN	978EG55237
PIN Expiry Date	03/11/2021

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

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

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

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

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

Sincerely
ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE

Name	INNOVO NETWORKS (PTY) LTD	TimeStamp	20200320
Tax reference No	9374724178	Year	2020
PanID	REUTERS	Page of Page	4 of 4
Content Version	5_213 01 01	Template version	12013 01 01



CSD REGISTRATION SUMMARY REPORT

SUPPLIER IDENTIFICATION

Supplier number	MAAA0011503	Business status	In Business
Is supplier active?	Yes	Country of origin	South Africa
Allow associates?	Yes	South African company/CC registration number	2013/228191/07
Supplier type	CIPC Company	Have Bank Account	Yes
Supplier sub-type	Private Company (Pty)(Ltd)	Registration date	06 Dec 2013 00:00:00:000
Legal name	INNOVO NETWORKS	Restricted Supplier	No
Identification type	South African Company/Close Corporation Registration Number	Restriction Last Verification Date	01 Jul 2021 08:55:45:097
Government breakdown	Private Companies (Pty) (Ltd)		

PREFERRED CONTACT

Contact type	Bid Office, Finance, Sales	Prefer communication via telephone	Yes
Name(s)	Damian Michael	Email address	damian@innovonet.co.za
Identification type	South African Identification Number	Telephone number	0218113333
Prefer communication via cellphone	Yes	Cellphone number	083 212 9554
Prefer communication via email	Yes	Fax number	0865047471
Prefer communication via sms	Yes		

PREFERRED ADDRESS

Address type	Physical	Municipality	City of Cape Town
Address line 1	THE FORUM, G07	City	Milnerton
Address line 2	NORTH BANK LANE, CENTURY CITY, MILNERTON	Postal code	7441
Suburb	Century City	Ward Number	4
Province	Western Cape	Country	South Africa

PREFERRED BANK ACCOUNT

Account type	Current Accounts	Account holder	INNOVO NETWORKS
Bank	FIRST NATIONAL BANK	Bank Verification Status	Verification Succeeded
Branch number	200909	Is this a preferred account?	Yes
Branch name	CENTURY CITY 004	Edit date	16 Nov 2015 08:47:12:473
Account number	62516692458	Is the identifier linked at the bank	Yes

TAX

Overall Tax Status	Tax Compliant	Is this supplier a VAT vendor?	Yes
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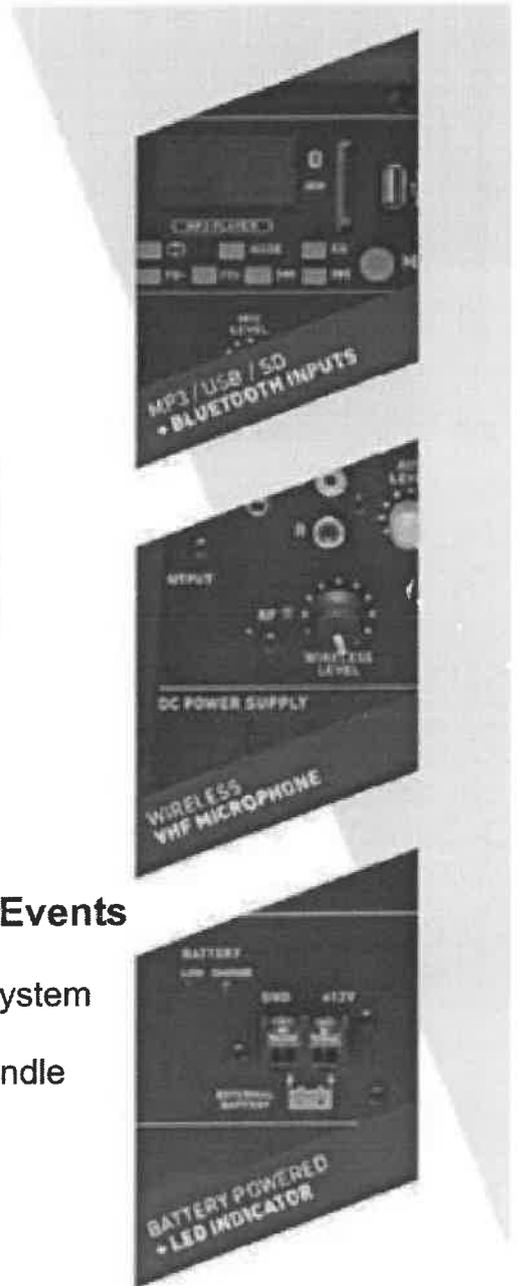


CSD REGISTRATION SUMMARY REPORT

Income Tax Status	Compliant tax status Verified	PAYE Status	Compliant tax status Verified
VAT number	4360270518	Last validation date	01 Jul 2021 08:56:00:000
VAT Status	Compliant tax status Verified		
SUPPLIER DIRECTOR MEMBERS			
Is there any director whom is restricted?	No	Is there any director who is a government employee?	No
SUPPLIER COMMODITIES			
Commodity family	Communications Devices and Accessories; Electronic hardware and component parts and accessories; Measuring and observing and testing instruments; Medical apparel and textiles; Components for information technology or broadcasting or telecommunications; Computer Equipment and Accessories; Data Voice or Multimedia Network Equipment or Platforms and Accessories; Software; Audio and visual presentation and composing equipment; Consumer electronics; Business administration services; Computer services; Telecommunications media services; Information Technology Service Delivery;		
BBBEE INFORMATION			
Certificate Type	Sworn Affidavit	Certificate Issue Date	23 Jun 2020 00:00:00:000
BBBEE Status Level Of Contributor	Level 1 Contributor	Certificate Expiry Date	22 Jun 2021 00:00:00:000
Status	Expired	Verification Status	Manual verification required
ADDITIONAL INFORMATION			
Gender demographics available?	Yes	Youth demographics available?	No
Military veteran demographics available?	No	Disabilities demographics available?	No

SINGLE 15" BATTERY POWERED PORTABLE PA SOUND SYSTEM WITH WIRELESS MICROPHONE

Versatile Rechargeable Portable PA sound System



Truly an all-in-one system

Perfect for meetings, small functions & Events

SPECS:

- 1 x 15" Full Range Battery Operated Mobile Speaker System
- 300W Maximum output power
- Easy to Carry and push with wheels and retractable handle
- With Cordless Microphone
- 6 Hours Battery Operation between charging
- Bluetooth, MP3 (USB and SD Card) Player
- Includes Wireless Microphone
- Bass, Mids & Treble EQ
- Microphone and Auxiliary Inputs
- Line Output

(PAM005) MEGAPHONE

LOUDHAILER 45W PISTOL TYPE WITH LOOSE MIC



**Hand Microphone
with Volume Control**



Battery Operated



**Cigarette lighter
power cable included**

Megaphone / Loudhailer / Bullhorn 45W with Siren & Detachable Microphone

This 45-Watt Megaphone is very powerful and gives a very wide dispersion of sound. It comes with an attached remote microphone so you can deliver your message loud and clear without straining your arms. Carry the megaphone on your shoulder with the strap or place the megaphone on a table and talk into the microphone instead of holding the complete megaphone to your mouth.

The PAM005 45W Megaphone is an incredibly loud megaphone that stands out due to how easy it is to carry around with its shoulder strap and detachable palm mic. If you need to use your megaphone all day long and you need it to be SUPER LOUD and cover a great distance then this megaphone is the one for you!

Hand-held microphone with fixed helix cable
45W output power
Lockable talk button and volume control at the microphone
Switchable siren
Carrying handle, shoulder strap
Requires 8 x "C" size batteries
Dimensions: 300mm diameter x 460 mm
Weight: 2.5 kg

12V DC CONNECTION CABLE INCLUDED TO POWER FROM CAR CIGARETTE LIGHTER

Innoo



refuse wheelie bin

Capacity: 240 litre

Colour: Black

Hisense 223L BOTTOM FREEZER FRIDGE INOX

H310 BI

Brand Hisense

Item no. 821291-EA

Model H310 BI

- Direct cooling defrost type
- Energy Rating: A
- Reversible door design
- 4 Year Warranty

ARO 20 l Urn

Type of Material

Stainless steel

Litre Capacity	20 Litre
Is it thermostat controlled?	Yes
Safety Cut Out Switch	Yes
Anti Boil Dry Feature	Yes
Type of Voltage	220 Volt plug in



Elegance Floor-Standing Cold and Hot Water Dispenser



Dispenses Cold Water	Yes
Dispenses Hot Water	Yes
Dispenses Ambient Water	No
Filter Included	No
Bottle Included	No
Compressor Motor	Yes
Electronically Cooled	No
Built-In Fridge	No
Built-In Storage	Yes

Hisense 223L BOTTOM FREEZER FRIDGE INOX H310 BI





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Item no. 821291-EA
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Bennett Read Power Up Pet Advanced 1600W Vacuum Cleaner



MAC AFRIC 30 liter Water Filter Vacuum Cleaner



x

Ryobi 1200 W Sander Polisher



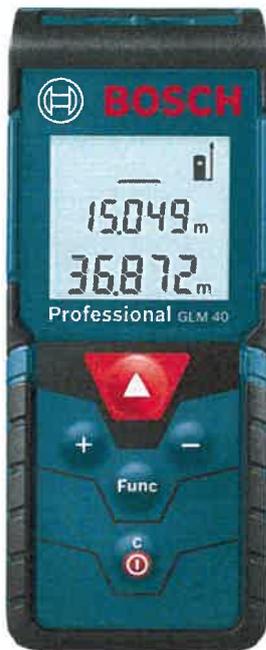
HYBRID PA15B Speaker



Loudcruiser 45W Megaphone with
Shoulder Strap



Bosch - GLM 40 Laser Range Finder



Instant information for most common laser measure functions, including area, distance, length, volume, continuous measurement and addition or subtraction. User doesn't need two measurements to get the third for area measurement. Back lighting allows user to see information in dark areas with better resolution. Handy pocket-size design that makes unit easy to use anywhere; package includes pouch, hand strap and target cards. Measuring distance extends to 135 Feet with +/- 1/16 Inch accuracy.

41.1128 m

Defy

Defy 4 Plate Stove Compact, Black DSS514



**SAMSUNG 203L SINGLE DOOR FRIDGE INNOX
(RR21J)**

