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CAPE WINELANDS DISTRICT

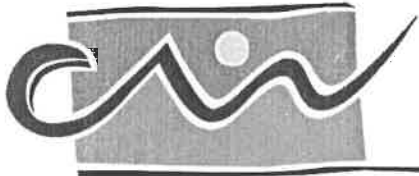
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

- 1. T 2020/097: SECURITY AND PATROL SERVICES AT STELLENBOSCH, PAARL, WORCESTER, ROBERTSON AND CERES ROADS AND WORKSHOP DEPOTS AND/OR CONSTRUCTION SITES IN THE STELLENBOSCH, DRAKENSTEIN, BREEDE VALLEY, LANGEBERG AND WITZENBERG LOCAL MUNICIPAL AREAS FOR THE PERIOD ENDING 30 JUNE 2023 x 2
- 2. T 2020/081: APPOINTMENT OF A SPECIALIST TRANSPORT PLANNING SERVICE PROVIDER: SERVICES REQUIRED IN TERMS OF THE NATIONAL LAND TRANSPORT ACT, ACT 5 OF 2009: REVIEW OF THE DISTRICT INTEGRATED TRANSPORT PLAN FOR THE CAPE WINELANDS MUNICIPALITY
- 3. T 2020/004: ADVERTISING SERVICES FOR THE PERIOD ENDING 30 JUNE 2024
- 4. T 2021/005: SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 51 TRAPPES STREET, WORCESTER FOR THE PERIOD ENDING 30 JUNE 2024
- 5. T 2021/006: SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 194 MAIN STREET, PAARL FOR THE PERIOD ENDING 30 JUNE 2024
- 6. T 2021/007: SECURITY, PATROL AND ACCESS CONTROL SERVICES AT 46 ALEXANDER STREET, 29 DU TOIT STREET AND C/O LANGENHOVEN STREET AND BIRD STREET, AS WELL AS AT PAPEGAAIRAND STREET [FIRE SERVICES], STELLENBOSCH FOR THE PERIOD ENDING 30 JUNE 2024
- 7. Q 2020/118: FACILITATION OF WARD BASED RISK ASSESSMENT WORKSHOPS AND MEETINGS
- 8. Q 2021/001: SUPPLY AND DELIVERY OF NEW BREATHING APPARATUS EQUIPMENT
- 9. Q 2021/004: HIRING OF MOBILE AND PORTABLE TOILETS FOR THE PERIOD ENDING 30 JUNE 2022
- 10. Q 2021/040: SUPPLY AND DELIVERY OF THICK WINTER BLANKETS FOR THE PERIOD ENDING 30 JUNE 2022
- 11. Q 2021/057: SALE OF ASSETS

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

Received by [Signature] Date 11/10/2021



CAPE WINELANDS DISTRICT

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

TENDER NUMBER: T 2020/097

**ACCESS CONTROL, SECURITY AND PATROL SERVICES AT
STELLENBOSCH, PAARL, WORCESTER, ROBERTSON AND
CERES ROADS AND WORKSHOP DEPOTS AND/OR
CONSTRUCTION SITES IN THE STELLENBOSCH,
DRAKENSTEIN, BREEDE VALLEY, LANGEBERG AND
WITZENBERG LOCAL MUNICIPAL AREAS FOR THE PERIOD
ENDING 30 JUNE 2023**

COMPANY NAME:

Mankwy: Security and Cleaning SERVICES

POSTAL ADDRESS:

*12 PISCES STREET
MILNERTON
CAPE TOWN*

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

**ACCESS CONTROL, SECURITY AND PATROL SERVICES AT STELLENBOSCH, PAARL,
WORCESTER, ROBERTSON AND CERES ROADS AND WORKSHOP DEPOTS AND/OR
CONSTRUCTION SITES IN THE STELLENBOSCH, DRAKENSTEIN, BREEDE VALLEY,
LANGEBERG AND WITZENBERG LOCAL MUNICIPAL AREAS FOR THE PERIOD ENDING 30
JUNE 2023**

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A. TENDER NOTICE

Tenders are hereby invited from PSIRA-accredited Security Firms for the rendering of access control, security and patrol services at the Cape Winelands District Municipality's Stellenbosch, Paarl, Worcester, Robertson and Ceres Roads and Workshop depots and security and patrol services at any road construction site in the Stellenbosch, Drakenstein, Breede Valley, Langeberg and Witzenberg local municipal areas, for the period ending 30 June 2023.

Technical enquiries regarding this bid can be directed to Dirk Theron at telephone no. 023 348 2309.

Closing date: 11:00 on Friday, 22 January 2021

Tender documents, in English, are available free of charge on the websites: www.capewinelands.gov.za or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 220.00 per document.

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

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

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

**HF PRINS
MUNICIPAL MANAGER**

B. GENERAL CONDITIONS AND INFORMATION

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

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

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

1. Acceptance or Rejection of a Tender

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

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

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

2. Validity Period

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

3. Registration on Accredited Supplier Database

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

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

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

4. Completion of Tender Documents

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

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

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

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

5. Authorised Signatory

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

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

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

6. Site / Information Meetings

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

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

7. Quantities of Specific Items

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

8. Expenses Incurred in Preparation of Tender

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

9. Contact with Municipality after Tender Closure Date

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

10. Opening, Recording and Publications of Tenders Received

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

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

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

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

11. Evaluation of Tenders

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

12. Subcontracting

The Contractor shall not subcontract the whole of the contract.

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

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

13. Extension of Contract

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

14. Past Practices

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

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

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

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

17. Application

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

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

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

18. Standards

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

19. Information and Inspection

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

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

20. Governing Language

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

21. Payments

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

Payment will be made in Rand unless otherwise stipulated.

22. Prices and Evaluation of bids

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

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

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

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

24. Termination for Insolvency

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

25. Settlement of Disputes

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

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

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

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

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

26. Applicable Law

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

27. Notices

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

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

28. Taxes and duties

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

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

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

29. Value-added tax (VAT) on invoices

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

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

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

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

The VAT registration number of the District Municipality is 4700193495.

30. Tax Clearance Certificate

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

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

If a bid is not supported by a valid original Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

31. Municipal Rates, Taxes and Charges

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

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

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

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

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

33. Letter of Good Standing from the Commissioner of Compensation

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

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

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

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.

2. APPLICATION

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

3. GENERAL

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

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

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

6. PATENT RIGHTS

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

7. PERFORMANCE SECURITY

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

8. INSPECTIONS, TESTS AND ANALYSES

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

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

9. PACKING

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

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

10. DELIVERY AND DOCUMENTS

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

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

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

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

14. SPARE PARTS

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

15. WARRANTY

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

16. PAYMENT

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

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

17. PRICES

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

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

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

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

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

24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

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

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

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

28. LIMITATION OF LIABILITY

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

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

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

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

32. TAXES AND DUTIES

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

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

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

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

33. TRANSFER OF CONTRACTS

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

34. AMENDMENT OF CONTRACTS

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

35. PROHIBITION OF RESTRICTIVE PRACTICES

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between; or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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

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

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


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

The points are awarded as follows:

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

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

E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE WINELANDS DISTRICT MUNICIPALITY					
Tender number:	T 2020/097	Closing date:	22/01/2021	Closing time:	11h00
Description	SECURITY AND PATROL SERVICES AT STELLENBOSCH, PAARL, WORCESTER, ROBERTSON AND CERES ROADS AND WORKSHOP DEPOTS AND/OR CONSTRUCTION SITES IN THE STELLENBOSCH, DRAKENSTEIN, BREEDE VALLEY, LANGE BERG AND WITZENBERG LOCAL MUNICIPAL AREAS FOR THE PERIOD ENDING 30 JUNE 2023.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder	Mankway SECURITY AND CLEANING SERVICES				
Postal address	NO. 126 PISCES STREET, MILNERTON - C/TOWN				
Street address	SAME AS THE ABOVE				
Telephone number	Code	045	Number	8389868	
Cell phone number	078 066 4849 / 076 394 9719				
E-mail address	dyabijonga@gmail.com				
VAT registration number	4920283399				
Tax compliance status	TCS PIN:	FB322A223V	OR	CSD No:	MAAA 0027701
B-BBEE status level verification certificate [tick applicable box]	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no		B-BBEE status level sworn affidavit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered			Total bid price	R	
Signature of bidder			Date	22/12/2020	
Capacity under which this bid is signed	DIRECTOR				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Dirk Theron				
Telephone number	023 348 2809				
E-mail address	dirktheron@capewinelandsgov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewinelandsgov.za				

TERMS AND CONDITIONS FOR BIDDING – PART B

1. BID SUBMISSION:

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer’s profile and tax status.
- 2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. Is the entity a resident of the republic of South Africa (RSA)? Yes No
- 3.2. Does the entity have a branch in the RSA? Yes No
- 3.3. Does the entity have a permanent establishment in the RSA? Yes No
- 3.4. Does the entity have any source of income in the RSA? Yes No
- 3.5. Is the entity liable in the RSA for any form of taxation? Yes No

If the answer is “no” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

**NB: failure to provide any of the above particulars may render the bid invalid.
No bids will be considered from persons in the service of the state.**

Signature(s):
Name(s): *TONGA OYAH*
Capacity for the Tenderer: *DIRECTOR*
Date: *22/12/2020*

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. BACKGROUND

The Cape Winelands District Municipality intends to invite tenders from PSIRA-accredited Security Firms for the rendering of security, patrol and access control services at the Cape Winelands District Municipality's Stellenbosch (Drukkers Avenue), Paarl (Heide Street), Worcester (C/o Louise Lange and Schönland Street), Robertson (Konstitusie Street) and Ceres (Môreson, Ceres Industrial Area) Roads and Workshop depots and security and patrol services at any road construction site in the Stellenbosch, Drakenstein, Breede Valley, Langeberg and Witzenberg local municipal areas for the period ending 30 June 2023.

ACCESS CONTROL, SECURITY AND PATROL SERVICES must be rendered only at the Roads and Workshop depots.

SECURITY AND PATROL SERVICES must be rendered only at any road construction site in the local municipal areas.

2. SCOPE OF WORK

2.1 The work for the Roads and Workshop depots entails the following:

The provision of one (1) Security Officer (Grade C) to provide access control services during working hours at the main entrance to the Worcester and Stellenbosch depots and to do duty as follow:

Access control services:

Mondays to Thursday (during working hours)	07:30 till 16:30
Normal Friday	07:30 till 15.00
Payday Friday	07:30 till 12.00

The provision of one (1) Security Officer (Grade C) to provide access control, security and patrol services after working hours at the Stellenbosch, Paarl, Worcester, Robertson and Ceres depots to do duty as follow

Access control, security and patrol services:

Mondays to Thursday (after working hours)	16:30 till 07:30
Normal Friday	from 15:00
Payday Friday	from 12:00
Saturday, Sundays and Public Holidays:	24-hour service

2.2 The work for a road construction site in the local municipal areas entails the following:

The provision of one (1) Security Officer (Grade C) to provide security and patrol services after working hours on the construction site and to do duty as follows.

2.2.1	Mondays to Thursday (after working hours)	from 16:00 till 08:00
	Normal Friday	from 13:00
	Payday Friday, Saturdays, Sundays and Public Holidays	24-hour service

Commencement of duties during weekends will be on a Friday from 13h00 until Monday morning 09h00 except for payday Fridays (one day a month) where a 24-hour service is

required. The working hours for roads will be provided to the successful service provider to reflect the payday Fridays (once a month) as well as the annual closing period of roads. It should be noted that 5 weeks will be used for evaluation purposes only as it cannot at this stage be foreseen how often this service will be required. Cognisance should be taken that the Cape Winelands District Municipality will not guarantee the minimum number of weeks that this service will be requested.

- 2.2.5 The security firm must provide own transport for the guards to and from the rural construction and maintenance sites that shall also include the provision of mobile toilet facilities and a hut for protection against the elements. Tendered prices must include all transportation costs as well as the cost for the provision of the mobile toilet facilities and guard shelters.
- 2.3 Security Officers are obliged to attend an Induction Programme of the Cape Winelands District Municipality prior to commencement of their duties, should it be required by the Cape Winelands District Municipality.
- 2.4 The service provider must install a guard monitoring system to which the Cape Winelands District Municipality must have web-based access to on a daily basis. Such system must be functional on the date that this contract takes effect. Guard monitoring reports must be submitted on a daily basis by not later than 08:00 for the preceding 24 hours. Any queries raised by the Cape Winelands District Municipality on the guard monitoring reports, must be responded to in writing within 48 hours of such query. The service provider must ensure that the guard monitoring system does not cause any noise nuisance or annoyance to the comfort of inhabitants of neighbouring buildings.
- 2.5 The successful service provider must ensure that they have the necessary facilities and manpower in place to respond to telephonic enquiries with immediate effect and to respond and react physically to emergencies that pose a threat to persons and/or property of the District Municipality within a maximum period of 30 (thirty) minutes, on a 24-hour basis.

Service providers for the provision of armed response services have been appointed by the Cape Winelands District Municipality at all Roads Depots and the appointed service provider(s) for the provision of access control, security and patrol services at the Roads Depots must provide the required equipment to the security officers on site to activate the armed response service.

- 2.6 The successful service provider must comply with all requirements regarding the maximum working time as per the applicable legislation.

3. REQUIREMENTS PERTAINING TO SECURITY OFFICERS

- 3.1 In recruiting Security Officers the service provider will make every effort to recruit Security Officers from the inhabitants of the area in which such Security Officers are to execute their services and shall give preference to applicants from such areas.
- 3.2 Only South African Citizens may be employed and the service provider must produce proof of his employees' citizenship registration (**attach to document a certified copy of the South African identity document of each Security Officer**).
- 3.3 The service provider undertakes to provide only Security Officers appointed in terms of the Security Officers Act and the service provider shall on/or before the commencement of the services, provide satisfactory proof of the qualifications of the Security Officers provided for rendering the services.
- 3.4 Acceptable proof of qualification referred to in paragraph 3.3 shall be:

- 3.4.1 PSIRA registration (**attach a certified copy of certificate to document**); and
- 3.4.2 Certificate of training as Security Officer (Grade C).
- 3.5 The service provider warrants and guarantees that:
 - 3.5.1 The Security Officer's services shall be rendered and executed in a professional manner in accordance with the standards agreed upon between the parties;
 - 3.5.2 The Security Officers shall have the expertise to execute their functions properly, in particular regarding the execution of the required services;
 - 3.5.3 As Security Officers are the first line of communication with which the public come into contact with and also because poor communication leads to frustration amongst the public and creates a very bad image of the Cape Winelands District Municipality and its employees, only Security Officers with exceptional **good verbal and written** communication skills in at least two of the three official languages in the Western Cape shall be employed.
- 3.6 The service provider undertakes to introduce any Security Officers who are newly appointed during the course of the tender period or who are replacing a Security Officer during the course of the tender period and who are going to render security and access control services at the Road Depots to a designated employee of the Cape Winelands District Municipality.
- 3.7 The service provider undertakes to provide satisfactory proof of the citizenship and qualifications of any newly appointed Security Officers in accordance with paragraphs 3.2 and 3.4.
- 3.9 The service provider undertakes to timeously arrange for relief Security Officers (without prior notice from the District Municipality) to be available on the prescribed times should a Security Officer not be able to report for duty on any given day.

4. CONDITIONS PERTAINING TO SECURITY OFFICERS

- 4.1 Security Officers rendering services in terms of this agreement shall –
 - 4.1.1 Be in a physically fit condition;
 - 4.1.2 Daily sign on and off duty;
 - 4.1.3 When on duty, wear an identity disc, tag or other identity device;
 - 4.1.4 When on duty, wear an approved uniform including footwear;
 - 4.1.5 When on duty, be in possession of pocket book and pen, a baton, handcuffs, whistle and flashlight as well as a hand-held two-way radio set (alternatively fully operational cellular telephone) which shall at all times be in working order and condition (where applicable) as well as the required equipment to activate the available armed response service.
 - 4.1.6 Perform all duties with due regard to the provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and adhere to all safety rules and regulations;
 - 4.1.7 Not cause any noise or nuisance which would in any way disturb the quiet and peaceful occupation of occupants of buildings adjacent to buildings of the Cape Winelands District Municipality;

4.1.8 The conduct and behaviour of Security Officers must always be of such nature that it is conducive to the image of the Cape Winelands District Municipality.

4.3 DISSATISFACTION

In the event of the District Municipality being dissatisfied with any of the Security Officers provided by the service provider, the District Municipality shall notify the service provider in writing thereof. The service provider shall forthwith provide an equally qualified and trained substitute. The District Municipality shall furnish reasons for its dissatisfaction to the service provider and the parties shall keep these reasons confidential between themselves.

5. **DUTIES OF SERVICE PROVIDER**

It is first and foremost incumbent upon the bidder to familiarize himself with the general environment and conditions in which he is to operate.

5.1 SUPERVISION

The services rendered by the Security Officers of the service provider shall be rendered under competent supervision provided by the service provider and the service provider shall be required to carry out proper supervision of its personnel by means of regular visits during their hours of duty. The Supervisor of the service provider shall furthermore record details of such visits.

5.2 COMMAND AND DEPLOYMENT

The service provider, in conjunction with the District Municipality, shall be responsible for taking command of and controlling the deployment of the service provider's personnel on a daily basis which will include the deployment of the Security Officers by the District Municipality.

5.3 REPORTING OF INCIDENTS AND WEEKLY REPORTS

5.3.1 All incidents or accidents involving the death or injury to any person, including any criminal offence committed on the premises of the District Municipality, shall forthwith be reported to the local police station and the District Municipality. A detailed written report of such incidents shall be presented to the District Municipality within twelve (12) hours after the occurrence of the said incident or accident. A list of names and telephone numbers of the District Municipality's controlling officers to whom the said incidents or accidents shall be reported, shall be made available to the service provider on or before the commencement of the service.

5.3.2 Salient details of all incidents occurring on the District Municipality's premises shall be recorded immediately after the occurrence thereof in the Occurrence Book. Books for this purpose shall remain available for inspection at any time in a pre-arranged office or enclosure on the premises. All vehicles and visitors entering the premises of the District Municipality must be recorded in the Occurrence Book.

5.3.3 Notwithstanding anything to the contrary, the District Municipality may also, if deemed necessary, request the service provider to submit a detailed written report in respect of any incident or accident after it has occurred on the premises.

5.3.4 The service provider must ensure that, should the District Municipality deem it necessary, its Security Officers attend and testify in disciplinary hearings against employees of the District Municipality, regarding incidents recorded in the Occurrence Book: Provided that the District Municipality has notified the service provider, within a reasonable time, before

the start of the disciplinary hearing that the presence of the service provider's Security Officer(s) is as such required by the District Municipality.

5.4 EQUIPMENT

The service provider shall ensure that the necessary equipment, as agreed upon between the parties from time to time, including but not limited to batons, handcuffs, pocket books, occurrence books, whistles, hand-held two-way radio sets (alternatively fully operational cellular telephones), flashlights and the required equipment to activate the armed response services, be at all times be in the possession of the Security Officer and be in working order and condition, to enable its personnel to perform their duties to the reasonable satisfaction of the District Municipality.

5.5 UNIFORMS AND IDENTIFICATION

The service provider shall at its own cost provide the necessary identification for all personnel provided in terms of this service. Security Officers must, immediately upon commencement of the contract, wear approved identifiable uniforms. Identification for purposes of this service shall be construed as—

5.5.1 A uniform, as agreed upon between the parties; and

5.5.2 Identity disc, tag or other device as agreed upon between the parties.

5.5.3 Security Officers, when on duty, wear an approved uniform including footwear. The service provider undertakes to issue protective clothing to personnel in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Regulations promulgated in terms of the Act. In view of the aforementioned and in terms of section 23 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

5.6 STATUTORY PROVISIONS, ETC.

The service provider declares that it is conversant with, conforms to and complies with all statutory provisions, regulations and by-laws relating to its business and the conditions of service and remuneration of Security Officers provided in terms of the required service.

5.7 TAXES, ETC.

The service provider shall be responsible for the payment of, *inter alia*, all applicable taxes, charges, duties or fees assessed or levied by the National and Local Government in respect of the Security Officers or as a result of the Security Officers being provided by the service provider in terms of this service and it shall, on request, furnish sufficient documentary proof to the District Municipality that any of or all of these payments have in fact been made.

5.8 TAX CLEARANCE CERTIFICATE

As no contract may be awarded to a person who fails to submit an original Tax Clearance Certificate, the service provider must attach the said certificate to the quotation. The Tax Clearance Certificate can be obtained from the South African Revenue Service (SARS). **The said certificate must be attached to your Tender.**

5.9 DISTRICT MUNICIPALITY'S REGULATIONS AND PROCEDURES

The Security Officers provided in terms of this service shall observe the District Municipality's regulations and procedures while providing the required services.

5.10 REMUNERATION, ETC.

The service provider remains solely responsible for payment of all costs of the Security Officers including but not limited to salaries, bonuses, pension fund contributions, benevolent fund contributions, medical fund contributions and insurance premiums, where applicable.

5.11 EMPLOYMENT

The Security Officers shall continue to be employees of the service provider and although the service provider's Security Officers may on some occasions render certain services under the supervision and control of the District Municipality and report functionally on a daily basis to an official of the District Municipality; no contractual relationship shall come into existence between such Security Officers and the District Municipality.

5.12 INFORMING SECURITY OFFICERS

The service provider undertakes that it shall, as soon as is practically possible before the commencement of this service, make the relevant provisions of this service known to all Security Officers.

5.13 MONITORING

The service provider acknowledges that the District Municipality shall at all times during the term of this service be entitled to monitor the service provider's services, or cause them to be monitored, without prior notice to the service provider.

5.14 LEGAL PROCEEDINGS, ETC.

Security Officers must attend and, if necessary, testify in court proceedings, as well as in disciplinary and arbitration proceedings, should the District Municipality deem it necessary: Provided that the District Municipality has notified the service provider, within a reasonable time, before the start of the proceedings that the presence of the service provider's Security Officers is as such, required by the District Municipality.

5.15 INDEMNIFICATION

5.15.1 The service provider hereby indemnifies and holds the District Municipality harmless against:

- (a) Liability in respect of any damage to property, whether movable or immovable, belonging to itself or third parties;
- (b) Liability in respect of lost property belonging to itself or third parties; and
- (c) Liability in respect of the death, unlawful arrest, injury, illness or disease as regards any person arising out of the rendering of the required service.

5.15.2 Should any of the Security Officers provided in terms of this service abscond, resign or be dismissed from the service provider's employ and retain possession of the uniform clothing involved (or any part thereof), the service provider hereby indemnifies the District Municipality against any claim for loss or damages made against or suffered by the District Municipality as a result of any actions of such Security Officers or ex-Security Officer intentionally or negligently making any uniform clothing available to any other person.

6. ADVERTISING AND TRADING

Neither the service provider nor any of the Security Officers provided by it in terms of this service shall during the term of this service be entitled to advertise its business or offer any article for sale or distribute any article free of charge on District Municipality premises.

7. INTIMIDATION

7.1 It is the intention of both parties that the Security Officers provided in terms hereof shall, as far as practically possible, not fail to carry out their duties as a result of any form of intimidation. Should the service provider suspect intimidation of its Security Officers, it shall take prompt action in conjunction with the South African Police Service to remedy the situation, neither should the Security Officers be intimidated by the service provider as a result of enquiries and/or complaints lodged by the District Municipality.

7.2 Such action shall, if deemed necessary by the District Municipality, include immediate replacement of the Security Officers involved.

7.3 The service provider shall forthwith notify the District Municipality of any form of intimidation its personnel may be subjected to.

8. INSTRUCTIONS TO THE SERVICE PROVIDER

8.1 All verbal requests to the service provider shall be confirmed in writing by the District Municipality and shall be deemed to have been received by the service provider if delivered to a representative of the service provider at its business premises.

8.2 The District Municipality may from time to time request amendments to the service.

9. DELEGATION

The District Municipality's Representative may delegate to any other person, any of his powers or functions under the service and on receiving notice in writing of such delegation, the service provider shall recognize and obey the person to whom such powers or functions have been delegated.

10. SECTORAL DETERMINATION

The service provider undertakes to comply with all the stipulations contained in the Sectoral Determination as published in the Government Gazette from time to time, failure which the service provider will be reported to PSIRA and the Department of Labour.

11. DOMICILIA

The parties choose the domicilium citandi et executandi at their respective addresses set forth hereunder for the purposes of the giving of any notice and for all purposes arising from rendering of the required service by the service provider to the District Municipality:

THE DISTRICT MUNICIPALITY

46 Alexander Street
STELLENBOSCH
7600

THE SERVICE PROVIDER

NO. 12 PISCAS STREET
MILNERTON, CAPE TOWN

12. REMUNERATION

- 12.1 No advance payments will be made for any reason whatsoever. The successful bidder shall be entitled to render accounts on a monthly basis which are payable within thirty (30) days.
- 12.2 Any fees or remuneration are inclusive of Value Added Tax.
- 12.3 Please note that the tenders will be awarded per municipal area.

13. REFERENCES

A list of references with contact details where security services are/have been rendered must be included in the Tender Document.

14. PROTECTION OF PERSONAL INFORMATION

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

15. PRICE

Tendered prices must be fixed per financial year and must include all costs (including transportation costs) required for the delivery of the required services.

G. FORM OF OFFER

OFFER

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

T 2020/097: ACCESS CONTROL, SECURITY AND PATROL SERVICES AT STELLENBOSCH, PAARL, WORCESTER, ROBERTSON AND CERES ROADS AND WORKSHOP DEPOTS AND/OR CONSTRUCTION SITES IN THE STELLENBOSCH, DRAKENSTEIN, BREEDE VALLEY, LANGEBERG AND WITZENBERG LOCAL MUNICIPAL AREAS FOR THE PERIOD ENDING 30 JUNE 2023

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

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

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

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

Signature(s):

Name(s): *JONGA DYAS*

Capacity for the Tenderer: *DIRECTOR*

Name of organization: *MARKWAYI SECURITY AND CLEANING SERVICES*

Name and Signature of Witness: Date:

J.D.

PRICING SCHEDULE FOR STELLENBOSCH

Location	Cape Winelands District Municipality and Workshop Depot in Drukkers Avenue, Stellenbosch
Services Required	Access control services
Hours Required	During Working Hours Mondays to Thursday: 07:30 till 16:30 Normal Friday: 07:30 till 15:00 Payday Friday: 07:30 till 12:00

Cape Winelands District Municipality
TENDER
Opened at 11h00 on
22 JAN 2021
Witness: _____

	Price per Month (VAT inclusive)
From date of appointment to 30 June 2021	R16'000.00
1 July 2021 to 30 June 2022	R17'600.00
1 July 2022 to 30 June 2023	R19'360.00

Location	Cape Winelands District Municipality Roads and Workshop Depot in Drukkers Avenue, Stellenbosch
Services Required	Access control, security and patrol services
Hours Required	After Working Hours Mondays to Thursday: 16:30 till 07:30 Normal Friday: from 15:00 Payday Friday: from 12:00 Saturday, Sundays and Public Holidays: 24-hour service

	Price per Month (VAT inclusive)
From date of appointment to 30 June 2021	R16'000.00
1 July 2021 to 30 June 2022	R17'600.00
1 July 2022 to 30 June 2023	R19'360.00

Location	At any road construction site within the Stellenbosch Local Municipal Area
Services Required	Security and patrol services
Hours Required	After Working Hours Mondays to Thursday: 16:00 till 08:00 Normal Friday: from 13:00 Payday Friday, Saturdays, Sundays and Public Holidays: 24-hour service

	Price per Week (VAT inclusive)
From date of appointment to 30 June 2021	R16'000.00
1 July 2021 to 30 June 2022	R17'600.00
1 July 2022 to 30 June 2023	R19'360.00

MAMKWAYI SECURITY & CLEANING SERVICES
Reg No: 2010/014689/23
N.S. Pillay Building
83 Robinsdn Road, Office No.
QUEENSTOWN - 5320
Tel: 045 838 9868; Cell: 078 066 4849




PRICING SCHEDULE FOR PAARL	
Location	Cape Winelands District Municipality Roads and Workshop Depot in Heide Street, Paarl
Services Required	Access control, security and patrol services
Hours Required	<p style="text-align: center;">After Working Hours</p> Mondays to Thursday: 16:30 till 07:30 Normal Friday: from 15:00 Payday Friday: from 12:00 Saturday, Sundays and Public Holidays: 24-hour services
	Price per Month (VAT inclusive)
From date of appointment to 30 June 2021	R16'000.00
1 July 2021 to 30 June 2022	R17'600.00
1 July 2022 to 30 June 2023	R19'360.00
Location	At any road construction site within the Drakenstein Local Municipal Area
Services Required	Security and patrol services
Hours Required	<p style="text-align: center;">After Working Hours</p> Mondays to Thursday: 16:00 till 08:00 Normal Friday: from 13:00 Payday Friday, Saturdays, Sundays and Public Holidays: 24-hour service
	Price per Week (VAT inclusive)
From date of appointment to 30 June 2021	R3'612.91
1 July 2021 to 30 June 2022	R3'974.20
1 July 2022 to 30 June 2023	R4'371.62

Cape Winelands District Municipality
TENDER
Opened at 11h00 on
22 JAN 2021
.....
Witness:

MAMKWAYI SECURITY & CLEANING SERVICES
Reg No: 2010/014689/23
N.S. Pillay Building
83 Robinson Road, Office No. 7
QUEENSTOWN - 5320
Tel: 045 838 9868, Cell: 078 086 4212

PRICING SCHEDULE FOR WORCESTER

Location	Cape Winelands District Municipality Cape Winelands District Municipality TENDER Opened at I.L.H.C.C. on 22 JAN 2021 Witness: 	Cape Winelands District Municipality Roads and Workshop Depot at C/o Louise Lange and Schönland Street, Worcester
Services Required		Access control services
Hours Required		During Working Hours Mondays to Thursday: 07:30 till 16:30 Normal Friday: 07:30 till 15.00 Payday Friday: 07:30 till 12.00
		Price per Month (VAT inclusive)
From date of appointment to 30 June 2021		R16'000.00
1 July 2021 to 30 June 2022		R17'600.00
1 July 2022 to 30 June 2023		R19'360.00

Location	Cape Winelands District Municipality Roads and Workshop Depot at C/o Louise Lange and Schönland Street, Worcester
Services Required	Access control, security and patrol services
Hours Required	After Working Hours Mondays to Thursday: 16:30 till 07:30 Normal Friday: from 15:00 Payday Friday: from 12:00 Saturday, Sundays and Public Holidays: 24-hour service
	Price per Month (VAT inclusive)
From date of appointment to 30 June 2021	R16'000.00
1 July 2021 to 30 June 2022	R17'600.00
1 July 2022 to 30 June 2023	R19'360.00

Location	At any road construction site within the Breede Valley Local Municipal Area
Services Required	Security and patrol services
Hours Required	After Working Hours Mondays to Thursday: 16:00 till 08:00 Normal Friday: from 13:00 Payday Friday, Saturdays, Sundays and Public Holidays: 24-hour service
	Price per Week (VAT inclusive)
From date of appointment to 30 June 2021	R3'612.91
1 July 2021 to 30 June 2022	R3'974.20
1 July 2022 to 30 June 2023	R4'371.62

**MAMKWAYI SECURITY
CLEANING SERVICES**
Reg No: 2010/014689/2
N.S. Pillay Building
83 Robinson Road, Office No. 7
QUEENSTOWN - 5320
Tel: 045 838 9868, Cell: 078 066 4849

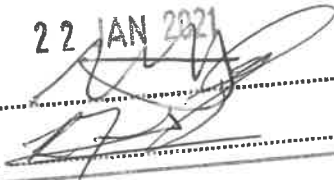


PRICING SCHEDULE FOR ROBERTSON	
Location	Cape Winelands District Municipality Roads and Workshop Depot in Konstitusie Street, Robertson
Services Required	Access control, security and patrol services
Hours Required	<p style="text-align: center;">After Working Hours</p> Mondays to Thursday: 16:30 till 07:30 Normal Friday: from 15:00 Payday Friday: from 12:00 Saturday, Sundays and Public Holidays: 24-hour service
	Price per Month (VAT inclusive)
From date of appointment to 30 June 2021	R16'000.00
1 July 2021 to 30 June 2022	R17'600.00
1 July 2022 to 30 June 2023	R19'360.00
Location	At any road construction site within the Langeberg Local Municipal Area
Services Required	Security and patrol services
Hours Required	<p style="text-align: center;">After Working Hours</p> Mondays to Thursday: 16:00 till 08:00 Normal Friday: from 13:00 Payday Friday, Saturdays, Sundays and Public Holidays: 24-hour service
	Price per Week (VAT inclusive)
From date of appointment to 30 June 2021	R3'612.91
1 July 2021 to 30 June 2022	R3'974.20
1 July 2022 to 30 June 2023	R4'371.62

Cape Winelands District Municipality
TENDER
Opened at 11h00 on
22 JAN 2021
.....
Witness:

MAMKWAYI SECURITY & CLEANING SERVICES
Reg No: 2010/014689/23
N.S. Pillay Building
83 Robinson Road, Office No. 7
QUEENSTOWN - 5320
Tel: 045 838 9868, Cell: 078 066 4849

PRICING SCHEDULE FOR CERES	
Location	Cape Winelands District Municipality Roads and Workshop Depot in Mōreson, Ceres Industrial Area
Services Required	Access control, security and patrol services
Hours Required	<p style="text-align: center;">After Working Hours</p> Mondays to Thursday: 16:30 till 07:30 Normal Friday: from 15:00 Payday Friday: from 12:00 Saturday, Sundays and Public Holidays: 24-hour service
	Price per Month (VAT inclusive)
From date of appointment to 30 June 2021	R16'000.00
1 July 2021 to 30 June 2022	R17'600.00
1 July 2022 to 30 June 2023	R19'360.00
Location	At any road construction site within the Witzenberg Local Municipal Area
Services Required	Security and patrol services
Hours Required	<p style="text-align: center;">After Working Hours</p> Mondays to Thursday: 16:00 till 08:00 Normal Friday: from 13:00 Payday Friday, Saturdays, Sundays and Public Holidays: 24-hour service
	Price per Week (VAT inclusive)
From date of appointment to 30 June 2021	R3'612.91
1 July 2021 to 30 June 2022	R3'974.20
1 July 2022 to 30 June 2023	R4'371.62

Cape Winelands District Municipality
TENDER
Opened at 11h00 on
22 JAN 2021
.....
Witness: 

MAMKWAYI SECURITY & CLEANING SERVICES
Reg No: 2010/014689/23
N.S. Pillay Building
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Tel: 045 838 9868, Cell: 078 066 4849

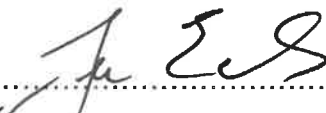

H. ACCEPTANCE

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

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

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

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

ACCEPTANCE (to be completed by the Cape Winelands District Municipality)	
T 2020/097: SECURITY AND PATROL SERVICES AT STELLENBOSCH, PAARL, WORCESTER, ROBERTSON AND CERES ROADS AND WORKSHOP DEPOTS AND/OR CONSTRUCTION SITES IN THE STELLENBOSCH, DRAKENSTEIN, BREEDE VALLEY, LANGEBERG AND WITZENBERG LOCAL MUNICIPAL AREAS FOR THE PERIOD ENDING 30 JUNE 2023	
 Mr. F van Eck Executive Director: Technical Services 29.09.2021 Date
 Mr. E. Niemand P.S. MANEL Witness 29/09/2021 Date

I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number
JON GA DYASI	JON GA	7001036989086	N/A

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

<p>LWI! Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word <u>tesame</u> met die MBD 6.1 Eisvorm vir punte.</p>	<p>NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card <u>must</u> be submitted <u>with</u> the MBD 6.1 Claim Form.</p>	<p>QAPHELA! Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, <u>kufuneka</u> ukuba isicelo sakho sekopi eqinisekisiweyo ye Balanced Broad-Based Black Economic Empowerment Score Card <u>ihambe</u> kunye nefomu eyi MBD 6.1 Claim Form.</p>
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Vir meer inligting besoek: / For more information please visit: / Inkcukach ezithe vetshe uzakuzifumana aph:

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

MARKWAY SECURITY AND CLEANING SERVICES

Besigheid of persoon se naam:- / Business or person's name:- / Igama leshishini okanye lomntu

- **1:** Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **ras**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobuhlanga**.

0 %
- 2.** Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **geslag**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokwesini**.

0 %
- 3.** Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **gestremdheid**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobulwelwe**.

0 %
- 4.** Persentasie aandeelhouing van persone geklassifiseer as **jeug**. (18 – 35 Jaar oud).
 Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old)
 Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba **lulutsha** (18 – 35 Yeminyaka)

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

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

Ja / Yes / Ewe
 Nee / No / Hayi

J. DECLARATION OF INTEREST – MBD 4 B

(On behalf of the company and its directors/ members/ trustees/ principle 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	JONGA DYAS
3.2	Identity Number (person submitting this declaration)	700103 6989 086
3.3	Position occupied in the Company (official/director/trustee/shareholder ²):	DIRECTOR
3.4	Company Registration Number	2010/014689/23
3.5	Tax Reference Number	9227787174
3.6	VAT Registration Number	4920283399
3.7	The names of all directors/ members/ trustees/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below	

3.8	Are you or any director/ member/ trustee/ principle shareholder presently in the service of the state?	Yes	No <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	No <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	No <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:	N/A		
Organ of State:		Position:	

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

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

3.13.1	If yes, furnish particulars. N/A		
--------	---	--	--

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

3.14.1	If yes, furnish particulars. N/A		
--------	---	--	--

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No <input checked="" type="checkbox"/>
3.15.1	If yes, furnish particulars. N/A		

3.16	Was the supplier or any director/ member/ trustee/ principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No <input checked="" type="checkbox"/>
3.16.1	If yes, furnish particulars. N/A		

3.17	Does the supplier or any director/ member/ trustee/ principle shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No <input checked="" type="checkbox"/>
3.17.1	If yes, furnish particulars. N/A		
The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted every three months – provide individual information in the schedule under par. 4.			

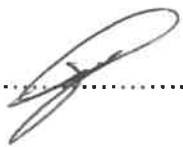
3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No <input checked="" type="checkbox"/>
3.18.1	If yes, furnish particulars. N/A		

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

	Full name of directors / trustees / shareholders	Identity Number	% Share-holding in company	Personal Tax Reference Number	State Employee Number (Persal)	Municipal rates & services account numbers (3.17.1) Municipal clearance or most recent service account must be attached as evidence
4						
1	TONGA DYAK	70010369 89086	100%	N/A	N/A	N/A
2						
3						
4						
5						
6						
7						
8						
9						
10						

FD

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

Signature 

Date 22/12/2020

Capacity of Signatory Director

Name of Bidder/Company/CC Name Mankwani Security and Cleaning Services

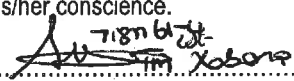
MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:

- 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 EZIBELENI

on this the 12 day of JANUARY 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: CONSTABLE

Address 830 Zone 1
Ezibeleni
526

Tel: 047 873 1051

Apply official stamp of authority on this page:

SOUTH AFRICAN POLICE SERVICE
COMMUNITY SERVICE CENTRE
2021-01-12
EZIBELENI
SOUTH AFRICAN POLICE SERVICE

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

K. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all 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:

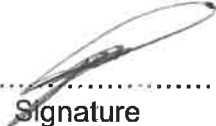
T 2020/097 Provision of Security Services
(Bid Number and Description)

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: Mankway Security and Cleaning Services 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

 DIRECTOR

 Position

.....
 22/12/2020
 Date
 Mankwani
 SECURITY AND CLEANING SERVICES
 Name of Bidder

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

L. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (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

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

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: 1 = 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	<input checked="" type="checkbox"/>
-----	--	----	-------------------------------------

7.1.1 If yes, indicate:

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

YES		NO	<input checked="" type="checkbox"/>
-----	--	----	-------------------------------------

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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Black people who are youth	<input checked="" type="checkbox"/>	
Black people who are women	<input checked="" type="checkbox"/>	
Black people with disabilities	<input checked="" type="checkbox"/>	
Black people living in rural or underdeveloped areas or townships	<input checked="" type="checkbox"/>	
Cooperative owned by black people	<input checked="" type="checkbox"/>	
Black people who are military veterans	<input checked="" type="checkbox"/>	
OR		
Any EME	<input checked="" type="checkbox"/>	
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: MANKWABE SECURITY AND CLEANING SERVICES

8.2 VAT registration number: 4920783399

8.3 Company registration number: 2010/014689/23

- 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

SECURITY SERVICES, CLEANING SERVICES, GRASS CUTTING, HOBBICULTURAL MAINTENANCE

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: MILNERTON

Registered Account Number:

Stand Number:

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

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: 22/12/2020

ADDRESS: NO-12 PISCES STREET, MILNERTON

WITNESSES:

1. Simangani

2. [Signature]

M. MUNICIPAL RATES AND SERVICES

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

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

DECLARATION:

I, the undersigned (name) JONGA DYASI
 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

23/12/2020

Date

Director

Position

Mankwago SECURITY AND CLEANING SERVICES

Name of Bidder

N. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs JONGA DYASI
 acting in his/her capacity as DIRECTOR
 of the business trading as MANWAY SECURITY AND CLEANING SERVICES
 to sign all documentation in connection with Tender [Signature]

Name of members / directors	Signature	Date
JONGA DYASI		25/02/2010

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

O. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT 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 Tender 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>		✓
4.1.1	<p>If so, furnish particulars:</p> <p style="text-align: center;">N/A</p>		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender 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>		✓
4.2.1	<p>If so, furnish particulars:</p> <p style="text-align: center;">N/A</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>		✓
4.3.1	<p>If so, furnish particulars:</p> <p style="text-align: center;">N/A</p>		

JS

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		✓
4.2.1	If so, furnish particulars: N/A		
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?		✓
4.3.1	If so, furnish particulars: N/A		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) JONGA DYASI 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 [Handwritten Signature]

Position DIRECTOR

Date 22/12/2020

Name of Bidder Mankwani Sewer and Cleaners Services

P. CREDIT ORDER INSTRUCTION

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

DETAILS OF FIRM/INSTITUTION

Name	Mankway, Security and Cleaning Services
	83 ROBINSON ROAD
	OFFICE NO. 07, QUEENSTOWN - 5320

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

NAME OF BANK	STANDARD BANK
NAME OF BRANCH	QUEENSTOWN
BRANCH CODE	051120
ACCOUNT NUMBER	203047923
TYPE OF ACCOUNT	1 = Cheque <input checked="" type="checkbox"/> 2 = Savings <input type="checkbox"/>

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

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

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

J. DYASI
INITIALS AND SURNAME:

[Signature]
AUTHORISED SIGNATURE:

22/12/2020
DATE:

0780664849
TELEPHONE NUMBER:

FOR BANK USE ONLY

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

SEE ATTACHED
AUTHORISED SIGNATURE BANK LETTER

OFFICIAL DATE STAMP

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

Q. COMPULSORY DOCUMENTATION / CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT: (Failure to submit this documentation shall lead to disqualification)

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 – Municipal Rates and services Is a certified copy of the <u>bidder's and those of its director's</u> municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	Yes	<input checked="" type="checkbox"/>	No	
Form N – Authority for Signatory Is the form duly completed and is a certified copy of the resolution attached?	Yes	<input checked="" type="checkbox"/>	No	
Form O – Declaration of Past Supply Chain Practices (MBD 8) Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
Tax Clearance Certificate Is an original certificate attached?	Yes	<input checked="" type="checkbox"/>	No	
Additional documents applicable to this specific tender:				
PSIRA Certificate Is your certificate attached	Yes	<input checked="" type="checkbox"/>	No	
COIDA Letter of Good Standing Is your letter of good standing attached?	Yes	<input checked="" type="checkbox"/>	No	
Company profile Is a company profile indicating relevant project experience and a list of clients for whom these projects were undertaken 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, JONGA DYASI confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature: 

Date: 22/12/2020

R. CAPABILITY OF BIDDER

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

Company Name	MANKWAY Security and Cleaning ^{Services}
Description of project	Security Services
Contact person name	TONGA DYR21
Contact person telephone number	078 066 4849 / 078 394 9719
Value of project	

Company Name	
Description of project	
Contact person name	
Contact person telephone number	
Value of project	

Company Name	
Description of project	
Contact person name	
Contact person telephone number	
Value of project	

Company Name	
Description of project	
Contact person name	
Contact person telephone number	
Value of project	

SEE TAB ATTACHED
AWARD LETTERS AND
EXPERIENCE



CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

Supplier number	MAAA0027701	South African company/CC registration number	2010/014689/23
Is supplier active?	Yes	Have Bank Account	Yes
Allow associates?	Yes	Total annual turnover	R10 million or less; or
Supplier type	CIPC Company	Financial year start date	28 Feb 2019 00:00:00:000
Supplier sub-type	Close Corporation	Registration date	05 Feb 2010 00:00:00:000
Legal name	MAMKWAYI SECURITY AND CLEANING SERVICES	Created by	dya sijonga@gmail.com
Identification type	South African Company/Close Corporation Registration Number	Created date	05 Feb 2016 13:29:51:000
Government breakdown	Close Corporations (CC)	Edit by	dya sijonga@gmail.com
Business status	In Business	Edit date	22 Sep 2020 10:21:21:667
Country of origin	South Africa	Restricted Supplier	No

SUPPLIER INDUSTRY CLASSIFICATION INFORMATION

INDUSTRY CLASSIFICATION 1

Main group	Administrative and support activities	Core industry	Security and investigation activities
Division	Security and investigation activities	% share of annual turnover	60.00

INDUSTRY CLASSIFICATION 2

Main group	Other service activities		
Division	Other personal service activities	% share of annual turnover	40.00

SUPPLIER CONTACT INFORMATION

CONTACT 1





CSD REGISTRATION REPORT

Contact type	Bid Office	Email address	dyasijonga@gmail.com
Is this your preferred Contact?	Yes	Telephone number	045 838 9868
Name(s)	JONGA	Cellphone number	078 066 4849
Surname	DYASI	Fax number	086 663 2202
Identification type	South African Identification Number	Do you want this contact to also be a CSD user ?	Yes
Prefer communication via cellphone	Yes	Created by	dyasijonga@gmail.com
Prefer communication via email	Yes	Created date	05 Feb 2016 13:00:15:000
Prefer communication via fax	Yes	Edit by	dyasijonga@gmail.com
Prefer communication via sms	Yes	Edit date	10 Apr 2019 10:18:17:797

SUPPLIER ADDRESS INFORMATION

ADDRESS 1

Is this a preferred address?	Yes	Postal code	5320
Address line 1	N.S PILLAY BUILDING , 83 ROBINSON ROAD, OFF NO.07	Ward Number	6
Address line 2	QUEENSTOWN	Country	South Africa
Suburb	Queenstown Central	This address S/A postal	Yes
Province	Eastern Cape	This address S/A delivery	Yes
Municipality	Lukanji	This address S/A payment	Yes
City	Queenstown	Created by	dyasijonga@gmail.com
		Created date	05 Feb 2016 13:29:52:187
		Edit by	dyasijonga@gmail.com
		Edit date	10 Apr 2019 10:18:17:797

ADDRESS 2

Is this a preferred address?	No	Ward Number	32
Address line 1	No 6 Zebra Street	Country	South Africa





CSD REGISTRATION REPORT

Address line 2	Doom	Created by	dyasijonga@gmail.com
Suburb	Welkom Central	Created date	31 May 2018 11:24:32:737
Province	Free State	Edit by	dyasijonga@gmail.com
Municipality	Matjhabeng	Edit date	31 May 2018 11:24:32:737
City	Welkom		
Postal code	6465		

ADDRESS 3

Is this a preferred address?	No	Country	South Africa
Address line 1	12 Pisces Street, Milnerton, Cape Town	This address S/A postal	Yes
Address line 2	Melkbosstrand SP, Melkbostrand	This address S/A delivery	Yes
Suburb	Milnerton SP	This address S/A payment	Yes
Province	Western Cape	Created by	dyasijonga@gmail.com
Municipality	City of Cape Town	Created date	10 Sep 2018 13:17:54:210
City	Milnerton	Edit by	dyasijonga@gmail.com
Postal code	7441	Edit date	11 Sep 2018 16:19:15:038

ADDRESS 4

Is this a preferred address?	No	Ward Number	18
Address line 1	B.35 CHAPEL STREET	Country	South Africa
Address line 2	IMPERIAL HOTEL	Created by	dyasijonga@gmail.com
Suburb	Glen Park	Created date	26 Jun 2020 10:33:02:557
Province	KwaZulu-Natal	Edit by	dyasijonga@gmail.com
Municipality	eThekwini	Edit date	26 Jun 2020 10:33:02:557
City	Pinetown		
Postal code	3610		

SUPPLIER BANK ACCOUNT





CSD REGISTRATION REPORT

BANK ACCOUNT 1

Account type	Current Accounts	Created by	dyasijonga@gmail.com
Bank	STANDARD BANK OF SOUTH AFRICA	Created date	05 Feb 2016 13:09:36:000
Branch number	051001	Edit by	csd.safetynetbatch@treasury.gov.za
Branch name	STANDARD BANK SOUTH AFRICA	Edit date	22 Apr 2016 18:03:51:863
Account number	203047923	Bank Verification Status	Verification Succeeded
Account holder	MAMKWAYI SECURITY AND CLEANING SERVICES	Foreign Bank Account	No
Is this a preferred account?	Yes	Is the identifier linked at the bank	Yes
Active start date	05 Feb 2016 13:09:36:000	Is this a Shared Funding Account	No

TAX INFORMATION

Income tax number	9227787174	Would you like to receive notifications?	Yes
Income Tax Status	Compliant tax status Verified	Overall Tax Status	Tax Compliant
VAT number	4920283399	Created by	dyasijonga@gmail.com
VAT Status	Compliant tax status Verified	Created date	05 Feb 2016 13:29:51:000
Is this supplier a VAT vendor?	Yes	Edit by	dyasijonga@gmail.com
Are you Registered with SARS?	Yes	Edit date	13 May 2020 15:31:40:000
Last validation date	23 Sep 2020 10:16:00:000		

B-BEE INFORMATION

Are you an empowering supplier	No	B-BBEE Procurement Recognition	135%
% Owned by black people	100.00	Accept and understand the content of the affidavit	Yes





CSD REGISTRATION REPORT

% Owned by black people who are women	0.00	Commissioner of Oath	CINGIWE TAMIA KUMKANI
% Owned by black people who are youth	0.00	Date affidavit signed by commissioner of oath	21 Sep 2020 00:00:00:000
% Owned by black people with disabilities	0.00	Affidavit expiry date.	20 Sep 2021 00:00:00:000
% Owned by black who are unemployed	0.00	Created by	dyasijonga@gmail.com
% Owned by black people who are military veteran	0.00	Created date	13 Apr 2016 12:00:55:000
% Owned by black people living in rural or underdeveloped areas	0.00	Edit by	dyasijonga@gmail.com
Status	Active	Edit date	22 Sep 2020 10:21:21:817
B-BBEE Status Level Of Contributor	Level 1 Contributor	Verification Status	Manual Verification Required

OWNERSHIP INFORMATION

Owner s name and surname Legal name	Owner s identification number	RSA Citizen	Ethnic group	Gender	Ownership %	Youth	Disabled	Military	Rural	Township
JONGA DYASI	7001036989086	Yes	Black African	Male	100.00%	No	No	No		
Total					100.00%					

OUTCOMES AGAINST PREFERENTIAL PROCUREMENT CRITERIA BASED ON OWNERSHIP

Enterprise type	EME
B-BBEE status level of contributor	Level 1 Contributor
Owned by black people	100.00%
Owned by black people who are youth	0.00%
Owned by black people who are women	0.00%
Owned by black people with disabilities	0.00%
Owned by black people who are military veteran	0.00%
Owned by black people living in rural or underdeveloped areas	0.00%



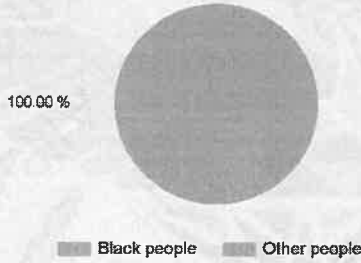


CSD REGISTRATION REPORT

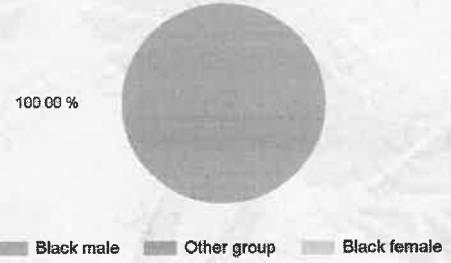
Owned by black people living in townships

0.00%

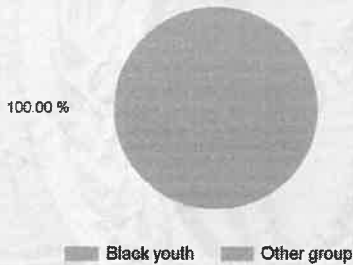
People % Ownership



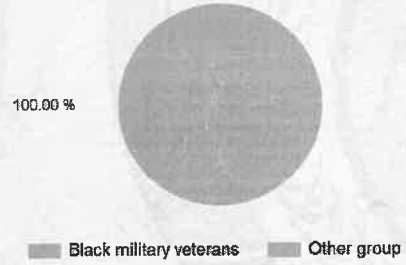
Gender % Ownership



Youth % Ownership



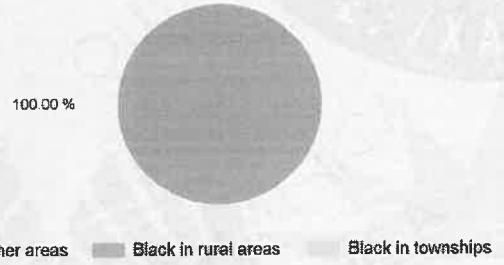
Military veteran % Ownership



Disabled % Ownership



Living area % Ownership





CSD REGISTRATION REPORT

DIRECTORS/MEMBERS/OWNERS INFORMATION

DIRECTOR/MEMBER 1

Director type	Member,Owner	Owner youth	No
Director status	Active	Owner person with disabilities	No
Name(s)	JONGA	Owner military veteran	No
Surname	DYASI	Created by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Created date	17 Aug 2017 10:26:29:000
Identification type	South African Identification Number	Edit by	dyasijonga@gmail.com
South African identification number	7001036989086	Edit date	10 Apr 2019 10:06:19:000
Appointment date	05 Feb 2010 00:00:00:000	Restricted Supplier	No
Email address	dyasijonga@gmail.com	Restriction Last Verification Date	23 Sep 2020 10:16:21:853
Cellphone number	078 066 4849	Government Employee	No
Owner	Yes	Government Employee Last Verification Date	23 Sep 2020 10:16:21:713
Ownership %	100.00%	SA identification number Verified	Yes
Living areas of owner	Chris Hani, Ezibeleni SP	SA identification number verification date	23 Sep 2020 10:16:21:837
Owner's ethnic group	Black African	Companies involved in	MAAA0504649; MAAA0588853;
Owner's gender	Male		

The CSD does not automatically verify foreign company registration number, international securities identification number, foreign identification numbers, foreign passport numbers, work permit numbers, foreign bank accounts, B-BBEE, demographic and accreditation information. Organs of State are required to manually verify this information with the applicable verification institutions as per their current policies and procedures.





CSD REGISTRATION REPORT

Tips and Frequently Asked Questions (FAQ)

Identifier

CSD cannot electronically verify the identity of a supplier other than a South African Individual / Sole Proprietor (through Home Affairs) or a company registered at the Companies and Intellectual Property Commission (CIPC). For this reason, a disclaimer is displayed for supply chain practitioners to obtain supporting documentation to verify the identity and legitimacy of a supplier in these cases.

Bank

For help on how to resolve bank failures click here: [I received an email stating the bank information I captured on the CSD was sent for bank account validation and could not be validated. The response received from the bank contains an error message.](#)
The various possible error messages received from the bank are highSemiBolded in red. Search for the applicable message and follow the detailed steps associated with that error message.

Tax

Tax Compliance Status

For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: [What should a supplier do if the tax status on CSD difference from the tax clearance certificate?](#)

Tax Compliance Expiry Date

For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: [How does CSD determine the tax compliance expiry date?](#)

CIPC

Should the director/member information reflected on the CIPC registration report differs to that reflected on CSD for help click here: [The active Directors/Members are not being populated on the CSD Directors/Members screen as they appear at CIPC. how can I rectify this?](#)

State Employee

For more information pertaining to government employment status click here: [Will there be verification done to identify if a supplier is a government employee?](#)

BBBEE

CSD does not automatically verify all certificate information with the various accreditation bodies. Organs of State are required, where not automatically verified by CSD, to manually verify this information with the applicable accreditation body as per current policies and procedures. Expired certificate information do not reflect on the report.



STANDARD BANK**QUEENSTOWN****08 Dec 2020****051001**

Date: 08 December 2020

To Whom it May Concern

Confirmation of Standard Bank Account

This letter serves to confirm that the below customer holds a valid bank account with Standard Bank.

Account details:Account holder: **MAMKWAYI SECURITY AND CLEANING SERVICESCC**ID/Reg Number: **2010/014689/23**Account type: **CURRENT**Account number: **20 304 792 3**Branch: **QUEENSTOWN**Branch code: **051001**NIFT code: **SBZAZAJJ**Date account opened: **17 July 2012**

This letter is given without responsibility and does not give rise to any obligations or liability on the part of the bank and/or its officials.

Yours Sincerely

Standard Bank of South Africa



labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA

Unemployment Insurance Fund • Werkloosheidversekeringsfonds

Church Street 94 Kerkstrat, Pretoria. Postal Address/ Posadres: UIF/WVF, Pretoria, 0052.
Enquiries/Navrae: (012) 337-1680. Web: www.labour.gov.za
Fax/Faks No. (1) Proof of Payment/ Bewys van Betaling: (012) 337-1932/1804/1929 (2) Postage
Payments Only/Posgeld Betalings Alleenlik: 0866366981
uFiling: www.ufiling.gov.za Enquiries/Navrae: 0860345464 or/of E-mail/E-pos: ufilingssupport@uii.gov.za

Reference Number 25834547

Date 2020/01/29

DYASI J
825 ZONE 1
EZIBELENI
5326

Dear client

**UNEMPLOYMENT INSURANCE CONTRIBUTIONS ACT, 2002
APPLICATION FOR REGISTRATION**

1. This is to confirm that you are now registered with the Fund as an employer. Your reference number that must be used in all correspondence with this office is as indicated above.
2. Contributions are payable monthly and payments must reach this office within 7 days after the end of the month for which contributions are due. For example: Payment of contributions due for January, must reach this office on or before 7 February, etc. **Important:** To avoid unnecessary penalties and interest, please ensure that your payments reach the Fund within the prescribed period.
3. Section 9(5)(a) of the Act also provides for payment of the full amount of the total contributions in respect of a financial year in a single payment within 7 days after the beginning of that financial year, subject to the following conditions:
 - 3.1 The total contributions due must be made within the boundaries of a financial year or liability period. "Financial year" or "liability period" means the period commencing on the first day of March in any year, or from the first day of liability providing such a date falls within a current financial year, and ending on the last day of February in the following year, or the last day of liability providing such a date falls within a current financial year.
 - 3.2 The employer may not deduct the employee's share of the total contributions due "up-front". Deductions must still coincide with intervals of payment of remuneration.
 - 3.3 If the amount of a payment already made is less than the amount that should have been paid, the employer must as soon as possible pay the outstanding amount. Arrear contributions may not be deducted from the earnings of an employee.
 - 3.4 If it subsequently becomes known to the employer that any payment made was not due or payable, or was in excess of the amount due or payable, the employer must refund to the employee such amount or excess amount as has been deducted and overpaid by the employer, despite the amount not having been refunded to the employer by the Unemployment Insurance Commissioner. Such refunds must then be claimed from the Unemployment Insurance Commissioner on an annual basis and after the end of the relevant financial year.
4. Permission to pay other than monthly or annually up-front cannot be granted.
5. Where the 7th day is not a "business day", payments must be made on or before the last "business day" prior to the 7th day. "Business day" means any day which is not a Saturday, Sunday or public holiday.
6. A penalty of 10% as well as interest at the prescribed rate are payable on all overdue or underpaid contributions.

7. Payment of contributions can be done as follows:

- 7.1 Direct Deposit/Electronic Transfer via any of the following Banks or via the uFiling facility - Please refer to item 9 below:

	ABSA clients only	FNB clients only	NEDBANK clients only	STANDARD clients only
Account Number:	4055481885	51420056941 (Business) 62052400547 (Domestic)	1454041560	010032185
Branch Code:	323145	253145	145405	0045
CDI Number:	--	--	--	0068730083641

8. IMPORTANT: DECLARATION OF EMPLOYEES

- 8.1 In terms of the Unemployment Insurance Act (Act No. 63 of 2001), benefits can only be paid to unemployed workers whose details appear on the database of the Fund. This means that if employers fail to declare the details of employees from whom contributions are being collected, they will not only be in contravention of the law, but will also be causing hardship to the workers when they lose their jobs, as the processing of claims will be delayed.
- 8.2 Declarations can be submitted as follows:
 - By completing a UI-19 form and submitting it to the Fund or the nearest office of the Department of Labour. Forms are obtainable from the Fund, nearest office of the Department of Labour or via the website www.labour.gov.za; or
 - By submitting an electronic declaration. Specifications for the submission of electronic declarations are available from the UIF
9. In addition to the payment and declaration methods mentioned under items 7 and 8, the uFiling facility is also available. Please log on to www.ufiling.gov.za and follow the easy to use instructions.
10. Please notify this office in writing of any changes in your registered particulars, or if you cease to be an employer.



PUBLIC LIABILITY

Cover details	Sum insured	
	Current	Renewal
Public liability	R11,664,000	R12,597,120

Additional perils	Sum insured	
	Current	Renewal
Additional claims preparation costs	R12,597	R13,605
Legal defence costs	R11,664,000	R12,597,120
Liability - defective workmanship	R11,664,000	R12,597,120

Premium adjustment	Current		Renewal	
	Total premium		Total premium	
	R419.68		R362.97	

First amounts payable

This is the amount you pay on each and every claim; only one excess is payable. When you claim for additional/included perils and the excess noted differs, then only the highest excess will apply.

Basic excess	Current		Renewal	
	Minimum	Maximum	Minimum	Maximum
Public liability	R1,140	R1,140	R1,180	R1,180

MAMKWAYI SECURITY AND CLEANING SERVICES CC
(2010/014689/23)
Financial Statements for the year ended 28 February 2019

Prepared by:
Shop 2a Helvetia Court
Ebdon Street
Queenstown
5319



REGISTERED BUSINESS ACCOUNTANTS IN PRACTICE 7253

Tel : 045 838 1330
Fax: 086 243 7727
Cell: 073 113 2675 (Miss C.T. Kumkani)
Email: bettebooksacct@gmail.com

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MAMKWAYI SECURITY CLEANING SERVICES CC
(2010/014689/23)
Financial Statements for the year ended 28 February 2019

General Information

Country of incorporation and domicile	:	South Africa
Nature of business and principal activities	:	Security and Cleaning Services
Director 1	:	J. DYASI
Registered address	:	N.S Pillay Building, 83 Robinson Road Office No: 07 Queenstown 5320
Postal address	:	N.S Pillay Building, 83 Robinson Road Office No: 07 Queenstown 5320
Bankers	:	STANDARD BANK
Accounting Officer	:	Better Books Accountants (045) 838 1330 SAIBR7253
Registration number	:	2014/080663/07

Better books Accountants**2014/080663/07**Shop No 2A
Helvetia Court
Ebdon Street
Queenstown
5319

Tel: 045 838 1330

Fax: 086 243 7727

E-mail: betterbooksacct@gmail.com

Accounting Officer's report


To: MAMKWAYI SECURITY AND CLEANING SERVICES CC

We have performed the duties of accounting officer to the above client for Financial Statements for the year ended 28 February 2019

As required by Section 29 of the Companies Act 71 of 2008. The annual financial statements of the client set out on pages 6 to 13 are the responsibility of the directors. No audit is required by the Act to be carried out and no audit was conducted.

Accordingly we do not imply or express an opinion or any other form of assurance on the annual financial statements.

We have determined that the annual financial statements are in agreement with the accounting records, summarized in the manner required by section 58(2) (d) of the Act and have done so by adopting such procedures and conducting such enquiries in relation to the accounting records as we considered necessary in the circumstances. We have also reviewed the accounting policies which have been represented to us as having been applied in the preparation of the annual financial statements, and we consider that they are appropriate to the business.



.....
Better Books Accountants

MAMKWAYI SECURITY AND CLEANING SERVICES CC
Financial Statements for the year ended 28 February 2019

Directors Approval

The director is responsible for the maintenance of adequate accounting records and the preparation and integrity of the annual financial statements and related information. The accounting officer is responsible to determine that the annual financial statements and statements are in agreement with the accounting records, summarized in the manner required by section 58(2) (d) of the Act.

The director is also responsible for the corporation's system financial control. These are designed to provide reasonable, but not absolute, assurance as the reliability of the annual financial statements, and not to adequately safeguard, verify and maintain accountability of assets, and to prevent and detect misstatement and loss. Nothing has come to the attention of the director to indicate that any material breakdown in the functioning of these controls, procedures and systems has occurred during the year under review.

The annual financial statements have been prepared on the going concern basis, since the director has every reason to believe that the corporation has adequate resources in the operation for the foreseeable future.

The annual financial statements set out on pages 6 to 12, were approved and signed by the director.

J. DYASI

MAMKWAYI SECURITY AND CLEANING SERVICES CC
 (2010/014689/23)
 Financial Statements for the year ended 28 February 2019

Statement of Financial Position

Figures in Rand	NOTES	2019	2018
ASSETS			
Non-Current assets		287 595	305 550
Vehicle, Equipment and Furniture	4	287 595	305 550
Current Assets		65 714	410 385
Cash and cash equivalents	5	14 363	182 332
Trade and other receivables	6	20 000	32 833
Inventory and work in progress	7	31 351	195 219
Total Assets		353 309	715 935
Equity and Liabilities			
Members interest and reserves		338 457	678 135
Directors' Contributions	8	100	100
Retained Income		338 357	678 035
Liabilities			
Non-current Liabilities		-	-
Long term loan		-	-
Loan from a member		-	-
Current Liabilities		14 852	37 800
Trade and other payables	9	12 000	18 900
SA Revenue Service	10	2 852	18 900
Total Liabilities		14 852	37 800
Total Equity and Liabilities		353 309	715 935

MAMKWAYI SECURITY AND CLEANING SERVICES CC
(2010/014689/23)
Financial Statements for the year ended 28 February 2019

Statement of Comprehensive Income

Figures in Rand	NOTES	<u>2019</u>	<u>2018</u>
Revenue		1 895 247	1 394 405
Cost of sales		-932 967	-732 967
Gross profit		962 280	661 438
Operating expenses		-843 379	-523 438
Operating (loss) profit		118 901	138 156
(Loss) profit for the year		118 901	138 156
Taxation - Small Business Corporation		-2 852	-
Total comprehensive (loss) income for the year		116 049	138 156

MAMKWAYI SECURITY AND CLEANING SERVICES CC
(2010/014689/23)
Financial Statements for the year ended 28 February 2019

Statement of Detailed Income

Figures in Rand	NOTES	2019	2018
Total income		1 895 247	1 394 405
Turnover	3,1	1 895 247	1 394 405
		-932 967	-732 967
Cost of sales			
		962 280	661 438
Gross profit			
		-843 379	-523 282
Expenses			
Accounting fees		150	3 000
Advertising		0	547
Bank Charges		12 977	1 243
Cleaning material and Laundry		250	932
Depreciation	11	61 154	53 104
Directors remuneration		261 999	260 000
Entertainment		2 794	4 578
Sundries		150	2 567
Insurance		8 755	6 970
Motor Vehicle		2 150	0
Printing and Stationery		10 001	5 622
Postage & Courier		1 495	0
Water & Electricity		1 666	2 540
Repairs / Maintenance		2 045	24 561
Salaries and wages		408 000	60 000
Securities		9 000	9 000
Telephone		2 450	1 878
Fuel		22 448	48 940
Rentals		46 800	46 800
		118 901	138 156
Net Profit			
Taxation - Small Business Corporation		-2 852	-
Net Profit after taxation		116 049	138 156

MAMKWAYI SECURITY AND CLEANING SERVICES CC
 (2010/014689/23)
 Financial Statements for the year ended 28 February 2019

Statement of Change in Equity

Figure in Rand	Directors' Contributions	Accumulated Profit	Total equity
Balance at 1 March 2018	100	219 356	219 456
Changes in equity	-	-	-
Total comprehensive income for the year	-	118 901	118 901
Total Changes	-	118 901	118 901
Balance at 28 February 2019	100	338 257	338 357

MAMKWAYI SECURITY AND CLEANING SERVICES CC
(2010/014689/23)
Financial Statements for the year ended 28 February 2019

Notes to the Annual Financial Statements

Figures in Rand

2019

1. STATEMENT OF COMPLIANCE WITH IFRS FOR SMEs

These accounts have been produced in compliance with International Financial Reporting Standards for SMEs rules and conventions,

2. ACCOUNTING POLICIES

2.1 GOING CONCERN PRINCIPLE

In the opinion of management this company is a going concern, and these accounts have been prepared on the basis of this principle.

2.2 CONSISTENCY WITH PRIOR YEARS

The classification of all items in these statements is consistent throughout the year and with the prior year.

2.3 BASIS OF VALUATIONS

These financial statements are prepared on the historical cost basis less any impairment, and incorporate the following principal accounting policies

2.3.1 DEPRECIATION OF NON-CURRENT ASSETS

Depreciation is charged at rates considered appropriate for the type of business and the use of the assets by the straight line method. The basis of depreciation is the recoverable value of such an asset which is to account for any impairment that may have been suffered. No impairment occurred.

3. NOTES RELEVANT TO THE FINANCIAL STATEMENTS

3.1 TURNOVER

Turnover comprises of income generated from the general supplies and trading industry. Income is recognized on invoicing of clients for products sold and services rendered,

10 SA Revenue Service

Net profit/loss for the year

118 901

Less: assessed loss brought forward

Taxable income

118 901

Tax on estimated assess

-

Other Taxes

2 852**2 852****11 Depreciation**

Furniture & Fittings

32 563

Vehicle

23 731

Office equipment

4 860**61 154**

MAMKWAYI SECURITY AND CLEANING SERVICES CC
(2010/014689/23)
Interim Financial Statements for the year ended 31 January 2020

Prepared by:
Shop 2a Helvetia Court
Ebden Street
Queenstown
5319



Better Books
ACCOUNTANTS

REGISTERED BUSINESS ACCOUNTANTS IN PRACTICE 7253

Tel : 045 838 1330
Fax: 086 243 7727
Cell: 073 113 2675 (Miss C.T. Kumkani)
Email: bettebooksacct@gmail.com

MAMKWAYI SECURITY AND CLEANING SERVICES CC
(2010/014689/23)
Interim Financial Statements for the year ended 31 January 2020

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MAMKWAYI SECURITY AND CLEANING SERVICES CC
(2010/014689/23)
Interim Financial Statements for the year ended 31 January 2020

General Information

Country of incorporation and domicile	:	South Africa
Nature of business and principal activities	:	Security and cleaning services
Director 1	:	Mr J. Dyasi
Registered address	:	N.S Pillay Building, 83 Robenson Road Office No:07 Queenstown 5320
Postal address	:	N.S Pillay Building, 83 Robenson Road Office No: 07 Queenstown 5320
Bankers	:	Standard Bank
Accounting Officer	:	Better Books Accountants (045) 838 1330 SAIBR7253
Registration number	:	2014/080663/07

Better books Accountants
2014/080663/07
Shop No 2A
Helvetia Court
Ebden Street
Queenstown
5319

Tel: 045 838 1330

Fax: 086 243 7727

E-mail: betterbooksacct@gmail.com

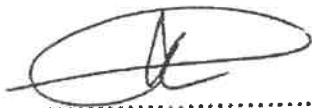
Accounting Officer's report

To: MAMKWAYI SECURITY AND CLEANING SERVICES CC
Interim Financial Statements as at 31 January 2020

We have performed the duties of accounting officer to the above client for Interim Financial Statement as a January 2020 As required by Section 29 of the Companies Act 71 of 2008. The interim financial statements of the client set out On pages 6 to 7 are the responsibility of the directors. No audit is required by the Act to be carried out and no audit was conducted.

Accordingly, we do not imply or express an opinion or any other form of assurance on the interim financial statements.

We have determined that the interim financial statements are in agreement with the accounting records, summarized in the manner required by section 58(2) (d) of the Act and have done so by adopting such procedures and conducting such enquiries in relation to the accounting records as we considered necessary in the circumstances. We have also reviewed the accounting policies which have been represented to us as having been applied in the preparation of the interim financial statements, and we consider that they are appropriate to the business.



.....
Cingiwe Tamia Kumkani
Better Books Accountants

MAMKWAYI SECURITY AND CLEANING SERVICES CC
Financial Statements for the year ended 31 January 2020

Directors Approval

The director is responsible for the maintenance of adequate accounting records and the preparation and integrity of the Interim financial statements and related information. The accounting officer is responsible to determine that the interim financial statements and statements are in agreement with the accounting records, summarized in the manner required by section 58(2) (d) of the Act.

The director is also responsible for the corporation's system financial control. These are designed to provide reasonable, but not absolute, assurance as the reliability of the interim financial statements, and not to adequately safeguard, verify and maintain accountability of assets, and to prevent and detect misstatement and loss. Nothing has come to the attention of the director to indicate that any material breakdown in the functioning of these controls, procedures and systems has occurred during the year under review.

The interim financial statements have been prepared on the going concern basis, since the director has every reason to believe that the corporation has adequate resources in the operation for the foreseeable future.

The interim financial statements set out on pages 6 to 7, were approved and signed by the director.

.....

J Dyasi

MAMKWAYI SECURITY AND CLEANING SERVICES CC

Registered Co (2010/014689/231)

(Interim Financial Statements Comprehensive Income as at January 2020)

Revenue	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Total
Sales	R 206,833.80	R 187,535.00	R 306,665.96	R 232,867.19	R 277,700.07	R 319,073.18	R 405,496.19	R 212,229.14	R 302,705.37	R 198,960.70	R 357,673.70	R 3,007,740.30
	R 206,833.80	R 187,535.00	R 306,665.96	R 232,867.19	R 277,700.07	R 319,073.18	R 405,496.19	R 212,229.14	R 302,705.37	R 198,960.70	R 357,673.70	R 3,007,740.30
	R 59,009.99	R 78,797.25	R 102,691.75	R 66,313.29	R 95,385.08	R 208,660.34	R 156,160.00	R 26,000.00	R 28,889.88	R 35,314.89	R 41,790.26	R 899,013.22
Gross Profit	R 147,823.81	R 108,737.75	R 203,974.21	R 166,553.90	R 182,314.99	R 110,412.34	R 249,336.19	R 186,229.14	R 273,815.49	R 163,645.81	R 315,883.44	R 2,108,727.07

Operating Expenses	R 144,849.67	R 92,808.04	R 188,876.46	R 141,955.57	R 168,099.66	R 108,610.98	R 239,713.05	R 188,783.34	R 277,055.91	R 155,614.30	R 299,079.56	R 2,061,229.54
Accounting fees	-	-	-	-	-	-	-	-	-	-	-	R 4,350.00
Bank charges	R 5,268.43	R 5,551.13	R 4,983.00	R 492.75	R 3,158.32	R 2,531.04	R 2,150.00	R 800.00	R 1,100.00	R 3,964.66	R 3,932.93	R 41,330.45
Cleaning material and laundry	-	-	R 598.00	-	R 1,055.00	-	R 3,598.14	R 764.00	R 3,693.41	-	-	R 2,417.00
Consulting, legal and professional fees	-	-	-	-	-	-	-	-	-	-	-	R 10,566.00
Depreciation	R 2,547.00	R 2,547.00	R 2,547.00	R 2,547.00	R 2,547.00	R 2,994.00	R 2,547.00	R 2,547.00	R 1,992.00	R 1,991.00	R 1,991.00	R 25,470.00
Directors remuneration	R 14,380.00	R 5,474.76	R 7,276.78	R 11,980.00	R 5,100.00	R 6,899.95	R 5,000.00	R 5,000.00	R 2,547.00	R 2,547.00	R 2,547.00	R 55,488.00
Printing and Stationery	R 2,827.62	R 2,590.85	R 2,797.28	R 6,123.00	R 10,912.00	R 2,332.00	R 365.00	R 1,310.13	R 4,850.86	R 6,664.41	R 11,124.15	R 83,430.00
Entertainment	R 1,644.28	R 131.78	R 1,479.41	R 2,003.62	R 10,912.00	R 1,291.24	R 456.91	-	-	R 3,130.82	R 1,332.06	R 11,470.12
Insurance Premium	R 3,955.06	R 2,476.16	R 3,663.78	R 7,097.99	R 2,220.45	R 5,894.32	R 2,213.37	R 3,279.65	R 1,001.97	R 1,465.44	R 2,139.37	R 35,407.56
Postage & Courier	-	-	-	-	-	-	-	-	-	-	-	R 3,450.00
Water & electricity	R 500.00	R 150.00	R 200.00	R 250.00	R 100.00	R 200.00	R 550.00	R 600.00	-	-	-	R 3,500.00
Uniform	R 1,029.59	-	-	-	-	-	R 10,870.00	-	-	-	-	R 11,899.59
Rent	R 3,300.00	R 3,200.00	-	R 6,390.00	R 3,300.00	R 3,300.00	R 3,320.00	R 5,697.00	-	-	-	R 750.00
Marketing and Branding	-	-	-	-	-	-	-	-	-	-	-	R 5,258.91
Motor Vehicle	R 552.00	-	-	-	R 1,067.06	R 1,620.17	R 8,336.56	R 750.00	R 435.00	-	-	R 15,444.94
Salaries and wages	R 97,500.00	R 68,275.62	R 154,372.00	R 96,958.00	R 123,801.00	R 68,000.00	R 162,706.36	R 152,450.00	R 254,177.46	R 120,210.80	R 246,043.28	R 2,494,030.00
Telephone	R 120.00	R 503.84	R 383.40	R 180.00	R 429.74	R 204.35	R 194.35	R 487.96	R 90.00	R 3,932.91	R 3,932.91	R 9,453.78
Security	-	-	-	-	-	-	-	-	-	-	-	R 3,774.00
Wife	-	-	-	-	-	-	-	-	-	-	-	R 31,838.43
VAT Payment	R 5,310.62	-	-	-	R 8,327.97	-	R 27,992.00	R 1,779.31	R 3,593.86	R 4,781.78	R 5,881.02	R 60,107.40
Fuel	R 5,915.37	-	-	-	R 4,481.12	-	R 2,000.00	R 1,100.00	-	R 150.00	-	R 18,695.49
Repairs	-	-	-	-	R 1,600.00	-	R 2,102.00	R 2,102.00	R 2,594.35	R 2,294.00	R 2,294.00	R 13,093.70
Internet	-	-	-	-	-	-	-	-	-	-	-	-
Operating Profit	R 2,974.14	R 15,929.71	R 15,097.75	R 24,598.33	R 14,215.33	R 1,801.36	R 9,623.14	R 2,554.20	R 3,240.42	R 8,031.51	R 16,803.88	R 47,497.53
Profit before taxation	R 2,974.14	R 15,929.71	R 15,097.75	R 24,598.33	R 14,215.33	R 1,801.36	R 9,623.14	R 2,554.20	R 3,240.42	R 8,031.51	R 16,803.88	R 47,497.53
Taxation	-	-	-	-	-	-	-	-	-	-	-	-
Profit for the period	R 2,974.14	R 15,929.71	R 15,097.75	R 24,598.33	R 14,215.33	R 1,801.36	R 9,623.14	R 2,554.20	R 3,240.42	R 8,031.51	R 16,803.88	R 47,497.53

MAMKWAYI SECURITY AND CLEANING SERVICES CC

(Registered ck (2010/014689/23)

Interim Statement of Financial Position as at 31 January 2020

Assets

Non -Current Assets

	R298,005.00
Vehicle	R169,257.00
Office Equipment	R29,617.00
Furniture	R99,131.00

Current Assets

	R27,668.00
Current tax receivable	R0.00
Trade and other receivables	R13,277.00
Cash and Cash equivalent	R14,391.00

Total Assets

R325,673.00

EQUITY AND LIABILITIES

MEMBER'S INTEREST AND RESERVES

	R325,673.00
Director's contributions	R100.00
Retained Income	R325,573.00

LIABILITIES

Non -current liabilities

Loan	R0.00
	R0.00

Current liabilities

Bank Overdraft	R0.00
Current tax payable	R0.00
Trade and other payables	R0.00

TOTAL EQUITY AND LIABILITIES

R325,673.00

Certificate issued by the Commissioner of Companies & Intellectual Property Commission on Tuesday, July 17, 2018 at 15:56



Companies and Intellectual Property Commission

Disclosure Certificate: Companies and Close Corporations

Registration Number: 2010 / 014689 / 23
 Enterprise Name: MAMKWAYI SECURITY AND CLEANING SERVICES

ENTERPRISE INFORMATION

Registration Number: 2010 / 014689 / 23
 Enterprise Name: MAMKWAYI SECURITY AND CLEANING SERVICES
 Registration Date: 05/02/2010
 Business Start Date: 05/02/2010
 Enterprise Type: Close Corporation
 Enterprise Status: In Business
 Compliance Status: Compliant
 Financial Year End: February
 TAX Number: 9227787174

Addresses: POSTAL ADDRESS
 825 ZONE 1
 EZIBELENI
 5320
 EASTERN CAPE
 5326

ADDRESS OF REGISTERED OFFICE
 SMME BUSINESS SOLUTION
 20 PRINCE ALFRED
 QUEENSTOWN
 EASTERN CAPE
 5326

ACTIVE MEMBERS / DIRECTORS

Surname and First Names	Type	ID Number / Date of Birth	Contrib. (R)	Interest (%)	Appoint. Date	Address
DYASI, JONGA	Member	7010125629008	250.00	100.00	05/02/2010	Postal: 825 ZONE 1 EZIBELENI LOCATION, QUEENSTOWN, 5320 Residential: 825 ZONE 1 EZIBELENI LOCATION, QUEENSTOWN, 5320



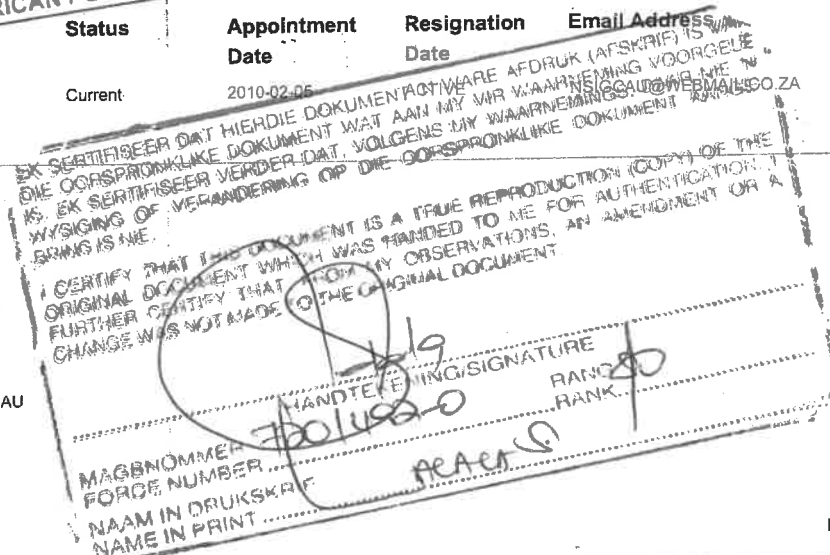
AUDITOR DETAILS

Auditor Name	Type	Status	Appointment Date	Resignation Date	Email Address
NELISA NTOMBIZAMAFAKU SIGCAU	Auditor	Current	2010-02-05		SIGCAU@WEBMAIL.CO.ZA

Profession Number: 655004

CHANGE SUMMARY

05/02/2010	Registration of CC/CO on 05/02/2010.
05/02/2010	Accounting Officer Change on 05/02/2010. Add Record Name: = NELISA NTOMBIZAMAFAKU SIGCAU Status: = Current
05/02/2010	Member Change on 05/02/2010.





TAX COMPLIANCE STATUS

PIN issued

**MAMKWAYI SECURITY AND CLEANING SERVICES
GAWE STREET
825 ZONE 1
EZIBELENI
QUEENSTOWN
5320**

Enquiries should be addressed to SARS:

Contact Detail

**SARS
Alberton
1528**

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

Details

Taxpayer Reference Number: 9227787174

Always quote this reference number when contacting SARS

Issue Date:

2020/02/13

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	Mamkwayi Security And Cleaning Services
Trading Name	MAMKWAYI SECURITY AND CLEANING SERVICES
Tax Reference Number(s)	IT - 9227787174 Vat - 492028399
Purpose of Request	Tender
Request Reference Number	0019293028TS1302201005364
PIN	FB322A823V
PIN Expiry Date	13/02/2021

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	MAMKWAYI SECURITY AND CLEANING SERVICES	Timestamp	2020/02/13 10:05
Tax reference No.	9227787174	Year	2020
Form ID	SPD1CS	Page of Page	01/01
Control Version	v2013.01.01	Template version	v2013.01.01



PSiRA

Private Security Industry Regulatory Authority

This certificate certifies that

MAMKWAYI SECURITY AND CLEANING SERVICES CC

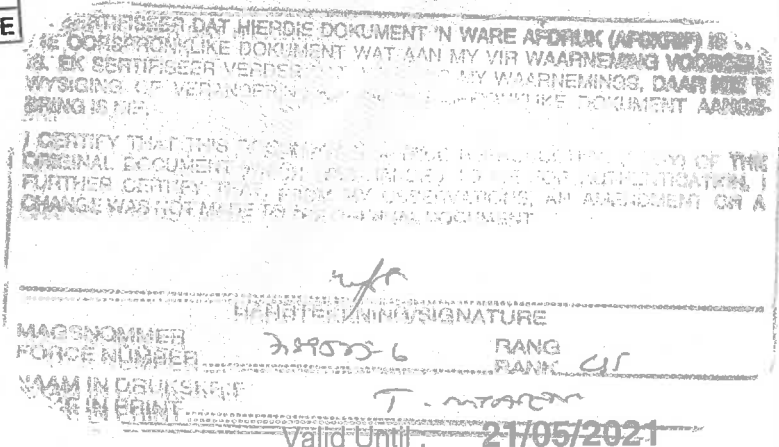
Close Corporation

Trading As:

Reg Number : **1924221**

Date of Registration : **15/05/2014**

is duly registered as a Security Service Provider as contemplated in terms of Section 21 of the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001)



Date of Issue : **22/05/2020**

Valid Until : **21/05/2021**

Copy **0**

Certificate No : **12001162**

NOTE: This certificate remains at all times the property of the Private Security Industry Regulation Authority and in terms of Section 26(6) of the Private Security Industry Regulation Act, 2001(Act No. 56 of 2001) must forthwith be returned by the holder to the Authority on withdrawal or suspension of the holder's registration.





Private Security Industry Regulatory Authority

Private Bag X817, PRETORIA, 0001

Enquiries:

Tel No. 012-003 0500 Fax No. 086 764 6957/ 086 216 4339

The Authority accepts no liability and will not be held liable for any mistake, error or omission of the information supplied and/or displayed nor does the Authority in any way guarantee the correctness or accuracy of the information supplied.

DATE ISSUED : 17.11.2020

THIS CERTIFICATE IS ONLY VALID FOR 90 DAYS AND WILL EXPIRE ON 15 FEBRUARY 2021.

REGISTRATION NUMBER : 1924221
FULL NAME OF BUSINESS : MAMKWAYI SECURITY AND CLEANING SERVICES CC
TRADING AS :
CC/CM/SOLE PROPRIETOR : CK2010/014689/23
REGISTRATION DATE : 15.05.2014
REGISTRATION STATUS : REGISTERED

REGISTERED AND ACTIVE EMPLOYEES

A GRADE : 1
B GRADE : 0
C GRADE : 29
D GRADE : 5
E GRADE : 1

DIRECTORS(S)/MEMBER(S)/OWNER

NAME	ID NUMBER	REG NUMBER	REG DATE	REG STATUS	TRAINING STATUS
J DYASI	7001036989086	219341	25.08.1995	Registered	A

Private Security Industry
Regulatory Authority

2020 -11- 17

Private Bag X817, Pretoria, 0001

Finance 1

APPROVED: SIGNATURE

S.O.B. Reg. No. 94/151947

LONDON SECURITY



FIRE ARMS TRAINING CENTRE

Certificate of Competence

This is to certify that

MAMKWAYI SECURITY AND CLEANING SERVICES

I.D. No.: 2010/014689/23

has completed a course in the safe[®]
handling and practical application of

SUID-AFRIKAANSE POLISIEDIENS
STATION COMMANDER
2020-12-08
SOUTH AFRICAN POLICE SERVICE

FIRE ARMS

EX CERTIFIEERD DAT HIERDIE DOKUMENT 'N WARE AFDRUK VAN 'N OORSPRONKELIKE DOKUMENT WAT SAN MY VIR WAARNEMING VOORGELEEFTE. HIERDIE DOKUMENT IS NIE VERVOLG EN VERANDERING VAN DIE OORSPRONKELIKE DOKUMENT.

TO THE COURSE INCLUDES LEGAL ASPECTS AND WEAPON CARE

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

HANDWRITING/SIGNATURE: *[Signature]*

RANK: *[Signature]*

MAGSNUMMER: *[Signature]*

FORCE NUMBER: *[Signature]*

NAAM IN DRUKSKYRIE: *[Signature]*

NAME IN PRINT: *[Signature]*



[Signature]
Principal

MAMKWAYI SECURITY & CLEANING SERVICES
SWORN AFFIDAVIT- D-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned:


Full Name & Surname	JONGA DYASI
Identity Number	7001036989086

Hereby declare under oath as follows:


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

Enterprise Name	MAMKWAYI SECURITY & CLEANING SERVICES
Trading Name	MAMKWAYI SECURITY & CLEANING SERVICES
Registration Number	2010/014689/23
Enterprise Address	N.S Pillay Building, 83 Robinson Road, Office no: 07, Queenstown, 5320

3. I hereby declare under oath that:
 - The enterprise is **100%** black owned;
 - The enterprise is **0%** black women owned;
 - Based on the management accounts and other information available on the 2018 financial year, the income did not exceed R10, 000,000.00 (ten million rand);
 - B-BBEE level contributor:
 - The enterprise is **100%** black owned, **Level One** (135% B-BBEE procurement recognition)
4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by a commissioner.

Deponent Signature: 

Date: 28-02-2021


Commissioner of Oaths Signature

Commissioner's Name and Stamp

Cingwe Tamia Kumkani

BETTER BOOKS ACCOUNTANTS
COMMISSIONER OF OATHS
TEL: 045 383 1330
FAX: 086 243 7727
betterbooksacct@gmail.com



labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA



2019013516

CALL CENTER NO: 0860 105 350

REG NO : 990000962199
FAX NO : 0123456789
ISSUE DATE : 2020-05-06
CERTIFICATE NO : 2019013516

MAMKWAYI SECURITY & CLEANING SERVICES
PO BOX 0000
QUEENSTOWN

LETTER OF GOOD STANDING

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

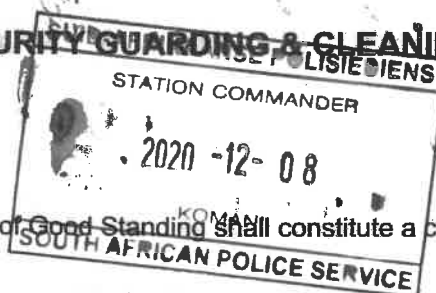
With reference to sections 80, 82, 86 and 89 of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As amended), I hereby certify that:

MAMKWAYI SECURITY & CLEANING SERVICES

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

Nature of business : SECURITY GUARDING & CLEANING SERVICES

Expiry date : 2021-04-30



IMPORTANT NOTICE:

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

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

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

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

Yours faithfully

COMPENSATION COMMISSIONER

W.As. 48

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

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

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

HANDTEKENING/SIGNATURE

MAGSNOMMER / FORCE NUMBER: 2019013516 RANK / RANK: 1

NAAM IN DRUKSKEM / NAME IN PRINT: C. A. S.

Compensation Fund



Regus Building 2
Woodmead Country Club
Estate,
Woodlands Dr, Johannesburg,
2052
Tell +27-11-258-8802

30 April 2020

The Manager
Mamkwayi Security and Cleaning Services CC
825 Gawe Street
Zone 1
Ezibeleni
5326

Dear Sir/Madam

CONFIRMATION OF REGISTRATION ON THE PRIVATE SECURITY SECTOR PROVIDENT FUND

We hereby confirm that Mamkwayi Security and Cleaning Services CC has been registered on the above fund with effect from 01 November 2019 and the Fund registration number is **805804**.

The bank deposit reference to be used for payments is **805804**. Please add the name of month you are paying for after the bank reference number (e.g. **805804/Nov 2019**).


SALT EMPLOYEE BENEFITS
PSSPF Administrators
Email: psspf@salteb.co.za
Call centre: 086 117 7775

Chairperson: Itumeleng Serithi (Statutory Manager), Principal Officer: Mziwandile Peter Zibi, Statutory Manager: Sandile Khumalo
Trustees: Steve Conradie, Zithulise Dugmond Mqadi, Ntsikelelo Bizo, Paul Nephawe, Wonga Mbawu, Sonette Lancaster, Jonnes Hlatshwayo,
Hlayiseka Hlungwane, Isaac Ramputa (Independent)

CURRICULUM VITAE
OF



DYASI
LUCAS
JONGA

PERSONAL DETAILS

NAME : LUCAS JONGA
SURNAME : DYASI
DATE OF BIRTH : 03 --01 -- 1970
IDENTITY DOCUMENT : 700103 6989 086
GENDER : MALE
MARITAL STATUS : MARRIED
HOME LANGUAGE : XHOSA
OTHER LANGUAGE : ENGLISH
NATIONALITY : SOUTH AFRICAN
HEALTHY : EXCELLENT
CRIMINAL RECORD : NONE
DRIVERS LICENCES : C1 (CODE 10 WITH PDP)
HOME ADDRESS : 825 ZONE 1
EZIBELANI
5320
CONTACT NUMBER : 078 066 4849 / 063 119 0316

EDUCATIONAL QUALIFICATION

HIGH SCHOOL ATTENDED : D.Z DUMEZWENI SENIOR SECONDARY SCHOOL
HIGHEST GRADE PASSED : GRADE 12
YEAR : 2008
SUBJECT PASSED : XHOSA, ENGLISH, MATHEMATICS, BUSINESS ECONOMICS,
ACCOUNTING.

OTHER QUALIFICATIONS

NAME COMPANY : K.T.C TRAINING ACADEMY
SECURITY COURSE : E, D, C
NAME OF COMPANY : RAINBOW TRAINING CENTRE
SECURITY COURSE : A,B
NAME OF COMPANY : LUKHANJI MUNICIPALITY
FIRE FIGHTER COURSE : FIRE BRIGATE

NAME OF COMPANY : TECHNOLOGY TRAINICTORE
COURSE : FIRST AID BASIC (LEVEL 1)
NAME OF COMPANY : SECURITY WAREHOUSE ACADEMY
COURSE : ALARM INSTALLATION, MONITORING CCTV AND INSTALLATION

NAME OF COMPANY : ADVERTISIN TRAINING ACADEMY
COURSE : DEFENSIVE COURSE

NAME OF COMPANY : ALL PAY PAYMENT PENSION
COURSE : CUSTOMER EXCELLENCE

WORKING EXPERIENCE

COMPANY NAME : RED GUARD SECURITY SERVICES
POSITION : SECURITY OFFICER
PERIOD : 1996 - 2001
REASON FOR LEAVING : UPGRADING MY STUDIES / GRADES

COMPANY NAME : FIDELITY SECURITY SERVICES
POSITION : SECURITY SUPERVISOR
PERIOD : 2001 - 2008

REASON FOR LEAVING : GOT A HIGHER POST

COMPANY NAME : RED GUARD SECURITY SERVICES
POSITION : SENIOR SUPERVISOR
PERIOD : 2008 - 2012
REASON FOR LEAVING : OPEN MY OWN COMPANY (CALLED MAMKWAYI SECURITY AND
CLEANING SERVICES)

REFERENCES

NAME : MR ERSHELY (HR MANAGER)
CELL : 073 316 7498
NAME : MR SISUSA BULELANI (SUPERVISOR)
CELL : 084 204 3204

I.D. No. 700103 6989 086



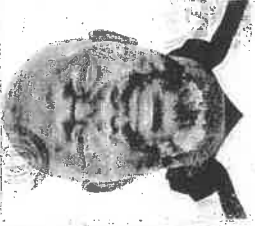
S.A.CITIZEN

SURNAME
DYASI

FORENAMES
JONGA

COUNTRY OF BIRTH
SOUTH AFRICA
DATE OF BIRTH
1970-01-03

DATE ISSUED
2014-02-21



ISSUED BY AUTHORITY OF
THE DIRECTOR-GENERAL
HOME AFFAIRS

NOTICE OF PERSONAL PARTICULARS

1. Any changes to the personal particulars in your ID Book must be communicated to all relevant parties.

NOTICE OF CHANGE OF ADDRESS

1. Keep the **NOTICE OF CHANGE OF ADDRESS** form in this pocket to report a change of address or a change in particular of your present address e.g. name of street and/or street number etc.

2. Hand in at or post to the nearest regional/district office of the **DEPARTMENT OF HOME AFFAIRS**.

**EK SERTIFISEER DAT HIERDIE DOKUMENT 'N WAER AFURUK (AFSKRIEF) IS VAN DIE OORSPRONKLIKE DOKUMENT WAT AAN MY VIR WAARNEMING VOORSEL WYJIGING OF VERANDERING OR DIE OORSPRONKLIKE DOKUMENT AAN DIE
I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE ORIGINAL DOCUMENT WHICH WAS HANDED TO ME FOR AUTHENTICATION. IF ANY CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.
FURTHER CERTIFY THAT FROM MY OBSERVATIONS, AN IMPROPER CHANGE**

HANDTEKENSIGNEATUUR
1599609 RANK
MAGSNUMMER
NAAM IN DRIJKSRIJF
NAME IN PRINT

SUID-AFRIKAANSE POLISIEDIENS
STATION COMMANDER
2020 -12- 8
KOMANI
SOUTH AFRICAN POLICE SERVICE

UMALUSI



Council for Quality Assurance in General and Further Education and Training

SENIOR CERTIFICATE

Awarded to
JONGA DYASI

Identity number

7001036989086

Subjects passed

isiXhosa : First Language
English : Second Language
Economics
Accounting
Business Economics
Mathematics
Aggregate

HG	D	50%-59%	Nov 06
HG	E	40%-49%	Jun 08
SG	F	33,3%-39%	Nov 06
SG	F	33,3%-39%	Nov 07
LG	F	33,3%-39%	Nov 07
LG	F	33,3%-39%	Nov 07
	S	720-949	



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

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

MAGSNOMMER / FORCE NUMBER: 7001036989086
 HANDTEKENING/SIGNATURE: [Signature]
 RANG / RANK: [Signature]

ENDORSEMENT / NAME IN PRINT: None



With effect from July 2008
Chief Executive Officer [Signature]

This certificate is issued in accordance with Section 16(4) (e) of Act 58 of 2001 by Umalusi Council for Quality Assurance in General and Further Education and Training.

083 5199 0041 T



Swallow Krantz Firearm Training Centre

Certificate of Competency

It is hereby certified that

Name JONGA DYASI

ID 7001036989086

Student nr CT52944

has successfully completed a course in



Unit Standard 10748
Use of a Handgun

and has fulfilled all the practical and theoretical requirements.

[Signature]

Director

[Signature]
MAGSNUMMER / FORCE NUMBER
NAAM IN DRUKSKRIJF / NAME IN PRINT
RANK / RANK

Instructor/Assessor

26 March 2015

Date

SASSETA Accreditation no: PAA 00470

S.A.P.S Accreditation no: 4000164



SOUTH AFRICAN POLICE SERVICE

COMPETENCY CERTIFICATE

Section 10 of the Firearms Control Act, 2000 (Act No 60 of 2000)

Initials and surname	J DYASI
Identity number	7 0 0 1 0 3 - 6 9 8 9 - 0 8 6
Type of competency certificate	COMPETENCY TO POSSESS A FIREARM HANDGUN, SHOTGUN, RIFLE AND HAND MACHINE CARBINE
Competency certificate number	C3108956

It is hereby certified that the above person has successfully completed the prescribed test on the knowledge of the Firearms Control Act, 2000 (Act No 60 of 2000), and that he/she successfully completed the prescribed training and practical tests regarding the safe and efficient handling of a firearm.

The Firearms Control Amendment Act, no 26 of 2006 stipulates that the Competency Certificate remains valid for the same period of validity as the period determined in the Act in the respect of the licence to which the Competency Certificate relates, unless the Competency Certificate is terminated or renewed in accordance to the provisions of the Act.

Date of issue: 0 1 4 - 0 5 - 2 1

SUID-AFRIKAANSE POLISIEDIENS
STATION COMMANDER
2020 -12- 08
KOMAN
SOUTH AFRICAN POLICE SERVICE

Handwritten notes and signatures on the left side of the certificate, including a signature and the name 'MANGWANI'.

SOUTH AFRICAN POLICE SERVICE
AMPTELIKE DATUMSTEMPEL
Firearms, Liquor & Second Hand Dealers
QUEENSTOWN
2014-05-21
Vuurwapens, Drank & Tweeanderwese Goedere
QUEENSTOWN
SUID-AFRIKAANSE POLISIEMAG

Signature of the Registrar

#THE REGISTRAR
MM MANGWANI
Name in block letters
BRIGADIER
Rank in block letters

0 6 3 7 4 8 5 - 9
Personal number

Print



**SAFETY & SECURITY
SECTOR EDUCATION AND TRAINING AUTHORITY**

Registration No. 200719LM1230

Certificate No. AUQ509

Learner Achievement Certificate

This is to certify that

JONGA DYASI

Identity Number

7001036989086



EK SERTIFISEER DAT DIE OORSPRONKLIKE DOKUMENT WAT AAN MY VIR WAARNEMINGS DOEL WIS
WYSIGING OF VERANDERING OF DIE OORSPRONKLIKE DOKUMENT LANGE
BRING IS NIE.
IS EK SERTIFISEER VERDER DAT VOLGENS MY WAARNEMINGS DOEL WIS
WYSIGING OF VERANDERING OF DIE OORSPRONKLIKE DOKUMENT LANGE
BRING IS NIE.
I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION OF THE
ORIGINAL DOCUMENT WHICH WAS HANDED TO ME FOR AUTHENTICATION &
FURTHER CERTIFY THAT FROM MY OBSERVATIONS AN AMENDMENT
CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

has successfully achieved the following Unit Standard:
MAGNUMBER 10750
FORCED No. 10750
NAAM IN CEPSKRIF
NAME IN PRINT: 10750

Use of a rifle

NQF Level: 4

Total Credits: 10

19 November 2007

Date Issued



BJD671

Acting CEO

Head of Dept: ETQA



**SAFETY & SECURITY
SECTOR EDUCATION AND TRAINING AUTHORITY**

Registration No. 200719TT5674

Certificate No. AUQ511

Learner Achievement Certificate



This is to certify that

JONGA DYASI

Identity Number

7001036989086

has successfully achieved the following Unit Standard:

Use of a shotgun

NLRD No. 10754

NQF Level 2

Total Credits: 10

EK SERTIFISEER DAT HIERDIE DOKUMENT...
 DIE OORSPROONLIKE DOKUMENT...
 IS. EK SERTIFISEER VERDER DAT...
 WYSGING OF VERANDERING...
 BYING IS NIE.

I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION...
 ORIGINAL DOCUMENT WHICH WAS HANDLED TO ME FOR AUTHENTICATION...
 FURTHER CERTIFY THAT...
 CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

19 November 2007
 Date Issued

MAGS# MMLE...
 FORCE NUMBER...
 NAAM IN DRIKSKOP...
 NAME IN PRINT

Handwritten signature: *[Signature]*

Stamp: RANK...
 BJD670

[Signature]

Acting CEO

[Signature]

Head of Dept: ETQA



**SAFETY & SECURITY
SECTOR EDUCATION AND TRAINING AUTHORITY**

Registration No. 200619AL5239

Certificate No. ALE925

Learner Achievement Certificate

This is to certify that
JONGA DYASI
 Identity Number
7001036989086
 has successfully achieved the following Unit Standard:
Use of a handgun
 NLRD No. 70748
 NQF Level: 4
 Total Credits: 10

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

Handwritten signature: [Signature]

Handwritten name: JONGA DYASI

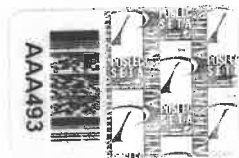
Handwritten number: 7001036989086

SUID-AFRIKAANSE POLISIEDIENS
 STATION COMMANDER
 2020-12-08
 KOMANI
 SOUTH AFRICAN POLICE SERVICE

03 November 2006
Date Issued



[Signature]
Chief Executive Officer



[Signature]
Manager: Programmes

CERTIFICATE



K. SERTIFISEER DAT NIEUWIE DOKUMENT IN WAARHE AFDORKE. DIE OORSPRONKLIKE DOKUMENT WAT AAN MY VIR WAARHEIDING VOORGELE WYSIGING OF VERANDERING OF DIE OORSPRONKLIKE DOKUMENT BRING IS NIE.

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

HANDTEKENING/SIGNATURE: *[Signature]*
RANK: *[Blank]*
NAME: *[Blank]*

MAGSNOMMER: *[Blank]*
FORCE NUMBER: *[Blank]*
NAAM IN DRUKSKYF: *[Blank]*
NAME IN PRINT: *[Blank]*

This is to Certify that

J. DYASI

has successfully completed a 3-day course in Defensive Driving

SUID-AFRIKAANSE POLISIEDIENS
STATION COMMANDER
2020 -12- 08
KOMANI
SOUTH AFRICAN POLICE SERVICE

Date: 1 August 2003 – 3 August 2003

Place: East London

Instructor: H J De Beer

Congratulations!

[Signature: C.G. Trichardt]

Mr C.G. Trichardt
Managing Director Advidata Marketing



LUKHANJI MUNICIPALITY

FIRE BRIGADE

This is to certify that

J DYASI

SUID-AFRIKAANSE POLISIEDIENS
STATION COMMANDER
2020 -12- 08
KOMANI
SOUTH AFRICAN POLICE SERVICE

700-101-6989-088

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

Attended a course on

NAME: J. Dyasi SIGNATURE: [Signature] RANK: [Blank]

MAGSNUMBER: [Blank] FORCE NUMBER: [Blank]

BASIC FIRE TRAINING

8 SEPTEMBER 2011

[Signature]
 Director: Community Services
 Mr G. Judeel

Element OHS and Protection Services



Providing a Safer Future

This is to certify that

Jonga Dyasi
700103 6989 086

Attended the

First Aid Level 2

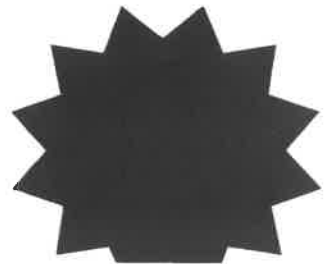
On the

09 November 2020

Management



[Faint, mostly illegible text from a document, possibly a certificate or form, with some handwritten signatures and numbers.]



Element OHS and Protection Services



Providing a Safer Future

This is to certify that

GONGA DUMASI
700103 6989 086



Attended the

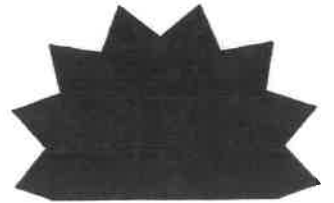
Covid-19

Occupational safety and healthy

On the

08 May 2020

Management



WATERSKIEP DAT HIERDIE DOKUMENT IN WARE AFLEK (AFKOP) IS V.
D. EK SERTIFIEERK DOKUMENT WAT AAN DIE WIT WERKSTREK VOORDE
WYSIGING OF VERANDERING VAN WERKSTREK, SAAM MET W.
SPRING IS NIE.
I CERTIFY THAT THE DOCUMENT IS A TRUE COPY OF THE ORIGINAL DOCUMENT WHICH WAS SUBMITTED TO THE
FURNISHER CERTIFY THAT I HAVE CHECKED THE DOCUMENT AND
CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

HANDTEKENING: GONGA DUMASI
MAGISTRAT
FORCE NUMBER 796686-1
WATERSKIEP IN DRUK: *Gongu A*



Sertifikaat Certificate

SUID-AFRIKAANSE POLISIEDIENS
 STATION COMMANDER
 2020-12-08
 KOMANI
 SOUTH AFRICAN POLICE SERVICE

Hazmat
kursus

Hazmat
Course

EK CERTIFISEER DAT HIERDIE DOKUMENT 'N WAARE
 DIE OORSPRONKLIKE DOKUMENT WAT AAN MY VIR
 IS. EK CERTIFISEER VERANDERING DAF VOLGENS MY WAARNEEMINGE EN
 WYBESIG OF VERANDERING OP DIE OORSPRONKLIJKE DOKUMENT
 BEKING IS NIE.
 I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE
 ORIGINAL DOCUMENT WHICH WAS HANDED TO ME FOR AUTHENTICATION. I
 FURTHER CERTIFY THAT I HAVE MADE NO OBSERVATIONS, AN AMENDMENT OR
 CHANGE WHATSOEVER TO THE ORIGINAL DOCUMENT.

MAGSNOMMER / FORCE NUMBER: 7001 4800
 NAAM IN DRIKSKRIJF / NAME IN PRINT: J. DYASI
 HANDTEKENSIGNEATUUR / SIGNATURE: [Signature]
 RANG / RANK: [Signature]

Hiermee word gesertifiseer dat

J. DYASI.

This is to certify that

van **SCORE FORCE SECURITY** of

I.D. NO: 7001036989086

Teenwoordig was.

Attended.

Duur van kursus / Course duration

4 Ure / 4 Hours

Geldig vir Twee Jaar
Valid for Two Years

[Signature]
 Opleidingsoffisier / Training Officer

20/01/2003
 Datum / Date

[Signature]
 Brandwaghoof / Chief Fire Officer

Reg. No: **56/2003 B**

COMPANY

PROFILE



MAMKWAYI
SECURITY & CLEANING SERVICES

Head Office

N.S Pillay Building
83 Robinson Road
Office No. 07
Queenstown
5320

Postal Address

825 Zone 1
Gawe Street
Ezibeleni
5326

Contact Details

Tel: 045 838 9868
074 153 0047

Fax: 086 663 2202
Cell : 078 066 4849
063 119 0316

BRANCH

OFFICE CAPE TOWN

NO.12 Pisces Street
Milnerton
Cape town
7441.

BRANCH

**OFFICE IN PINETOWN
KZN PROVINCE**

B.35 Chapel street
Imperial hotel.
Pinetown - KZN
Code:3610

Email

dyasijonga@gmail.com



**MAMKWAYI SECURITY
AND
CLEANING SERVICES**

BUSINESS PROFILE

Signed by Mr Jonga Dyasi (A Member of Mamkwayi Security and cleaning Services)

Index

- COMPANY BACKGROUND
- VISION AND MISSION
- VALUES
- BANKING DETAILS
- OWNERSHIP & MANAGEMENT STRUCTURE
- OUR SERVICES
- BUSINESS LOCATION
- REFERENCE LIST

COMPANY BACKGROUND

After an extensive experience in different industries Jonga Dyasi got his ideas together and established Mamkwayi security and cleaning Services.

1. VISION

Mamkwayi security and cleaning Services strives to become a major force in the corporate sector and an affirmative focused company, striving towards continuous empowerment.

2. MISSION STATEMENT

Mamkwayi security and cleaning Services mission is to meet the challenges and opportunities that arise in the market in all different sectors of business which Mamkwayi security and cleaning Services has engaged on.

Mamkwayi security and cleaning Services further want to focus on aspects of gender balance at all time, practice service delivery and customer satisfaction an intensifying viable Customer satisfaction.

3. VALUE STATEMENT

Mamkwayi security and cleaning Services is targeting on promoting the respect and loyalty amongst our people and also embarking on professional criteria in everything we do.

4. BANKING DETAILS

Name of bank: Standard bank, **Account Holder:** Mamkwayi Security and Cleaning Services, **Account Number:** 203 047 923, **Branch code:** 05 11 20, **Type of Account:** Cheque account.

5. SERVICES OFFERED

Through a number and continuous consultation on its prospective and existing clients Mamkwayi security and cleaning Services emphasizes to provide the following services as per the individual client specifications;

- ✓ Security (Guarding) Services: Industrial, Commercial, Retail
- ✓ Installation of Electronic Security Systems/CCTV Cameras
- ✓ Cleaning, Hygiene, Landscaping and Garden Services.
- ✓ Renovation , Painting and all general workers , Supply and delivery of Stationery, cleaning materials
- ✓ Perishable Food for correctional services, hospitals and catering services.

6. OWNERSHIP AND STRUCTURE

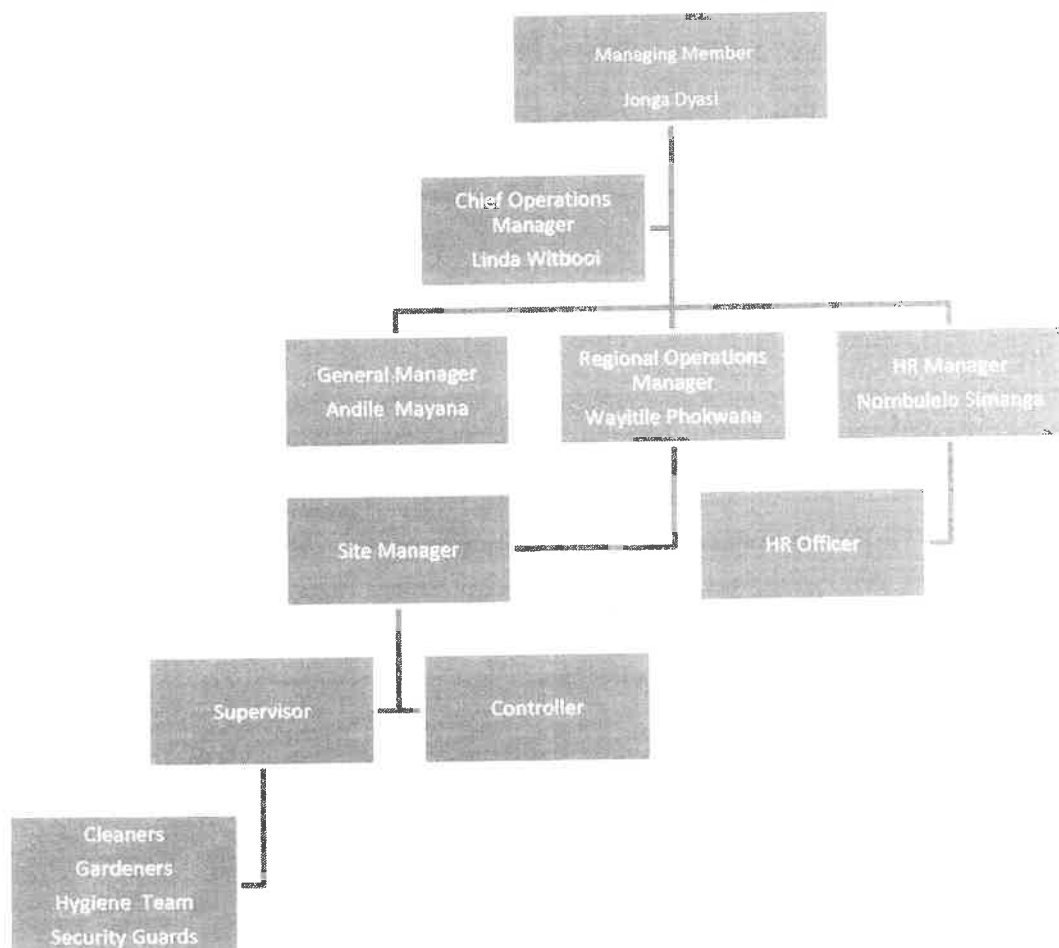
Mamkwayi security and Cleaning Services is owned by a 100% black male.

Jonga Dyasi is the managing member of the business. He is involved on the daily operations of the business. He has a vast experience in the Security industry. His worked with companies like Score Fidelity Security, Red Guard security and Catering Services were he occupied manager's position on the companies' big contracts.

Linda Witbooi is the Human Resource and Admin Manager of the Corporation. She has an experience in the industry and has been working for high profile companies.

Xola Futshane is the Operations Manager who has an experience in both guarding and supervision. He has also been involved in Security Management operations with Fidelity, Bulkof Security and Lathitha Security

ORGANISATIONAL ORGANOGRAM



Business location

Mamkwayi security and cleaning Services is a growing and developing Company with fully fledged offices geographically located in the following provinces:

OFFICE	ADDRESS	CONTACT NUMBER
HEAD OFFICES	N.S Pillay Building 83 Robinson Road Office no.07 Queenstown 5320	Tel: 045 838 9868 Fax: 086 663 2202 Mob:074 153 0047 Email: dyasijonga@gmail.com
BRANCH – CAPE TOWN	No.12 Pisces Street Milnerton Cape town - 7441	Mobile office phone 078 066 4849 / 063 119 0316 Fax 2 e-mail: 086 663 2202 E-mail: dyasijonga@gmail.com



MAMKWAYI

SECURITY & CLEANING SERVICES

- PROFESSIONAL SECURITY SERVICES
- PROFESSIONAL GUARDING SERVICES
- WELL TRAINED ARMED RESPONSE
- ESCORTS AND V.I.P PROTECTIONS
- CCTV INSTALLATION AND ALARM INSTALLATIONS

HEALTH AND SAFETY POLICY

INDEX

- 1. PURPOSE**
- 2. SPECIFIC OBJECTIVES**
- 3. LEGAL COMPLIANCE AND SYSTEM MANAGEMENT**
- 4. HEALTH AND SAFETY**
- 5. ENVIRONMENT**
- 6. QUALITY**
- 7. PERFORMANCE**
- 8. AUDITS**
- 9. TRAINING**
- 10. COMMUNICATION**

1. PURPOSE

The purpose of this SHERQ Policy is to:-

- Ensure compliance with the Occupational Health and Safety Act
- Recognize our responsibility to manage safety, health, environment, risks and quality aspects in a responsible manner, which includes identifying, addressing and appropriately managing any potential risks that may affect the following:-
 - Safety and well-being of our employees and community
 - Our ability to achieve our vision and mission of providing quality services to our clients and the community, and
 - Our financial stability

2. OBJECTIVES

We are committed to the maintenance and enhancement of our Integrated Management System that complies with the national and international recognized standards, for SHERQ systems, namely **ISO 9001, ISO 14001 and OSHACT of 1993**

We clearly understand the vital role played by SHERQ in supporting the vision and mission of Mamkwayi security and cleaning services therefore, we will ensure that the Management System, its spirit and its intent is communicated, implemented and maintained throughout all areas of our organization.

The Management System will be managed, creating an environment that fosters excellence, sustains growth and empowers employee involvement at all levels within the company.

This will lead to the ongoing benefit of our internal and external customers and stakeholders.

3. Legal Compliance and Management

We will meet all safety, health, environmental and regulatory requirements through achieving the following:-

- Development and Implementation of own standards where applicable
- Commitment to comply with all legal and other requirements pertaining to SHERQ.
- Handle safety, health, environment and quality management as part of our daily business management systems.
- Adopt the best available and affordable technology to limit safety, health and environmental and quality related incidents.
- Identify and manage SHEQ risks.
- Consider SHEQ requirements in supplier selection.
- Provide effective emergency preparedness and response structures.
- Perform each task right first time and work smarter at all times.
- Manage human resources to achieve maximum potential.
- Create value for all stakeholders and make this policy available to all stakeholders.
- Encourage participation and teamwork for decision making.

- Provide and manage resources essential for the implementation, documentation and maintenance of this Policy.
- Ensure commitment to transparency and accountability.
- Create awareness of the importance of concentrating on the most profitable areas of activity, to achieve the best business results

4. HEALTH AND SAFETY

To ensure a safe, healthy working environment we shall:-

- Implement and maintain an effective occupational health programs
- Restrict disabling injury frequency rate.
- Provide free protective clothing, equipment and health facilities to employees, as far as is reasonably possible
- Report and investigate all SHE-incidents.
- Promote off-the-job safety.
- Implement and maintain adequate fire prevention and control measures.
- Apply written safe work procedures consumption.
- Minimize and prevent atmospheric, soil and ground water pollution, and improve the quality of waste water discharges.
- Remediate polluted areas.
- Promote waste minimization, recycling and environmental awareness.
- Apply sustainable development principles.
- Consider the natural and social environment in new developments.
- Support environmental education and research by providing controlled access to wildlife areas.

6. QUALITY

To achieve customer/client satisfaction and confidence we shall:-

- Ensure that requirements in respect of product quality and services are agree upon and conformed to, in conjunction with customers and suppliers
- Meet customer requirements and expectations.
- Fulfill contract obligations on time.
- Continuously improve the quality of products and processes.
- Implement effective measurement techniques.
- Solve customer complaints without delay.
- Utilize incoming inspections to improve quality of supplied materials.
- Assist suppliers to improve processes of mutual interest.
- Minimize waste through effective product process design and control.

7. PERFORMANCE

Be proactive in investigating SHERQ incidents in order to improve our performance, including the prevention of pollution, reduction of waste and effluent, promotion of recycling, saving of energy, reduction of incidents and continual improvement of safety, environmental and quality standards. Promote the protection and remediation of the natural environment and resources where appropriate.

8. **AUDITS**

9. Monitor, audit, review and report on SHERQ performance with the intention of continuous improvement of the SHERQ practices and systems.

Investigate safety, health, environmental and quality (SHEQ) incidents, and take preventative steps where possible.

10. **TRAINING**

The following training will be provided on site by competent Training Facilitators:-

- Environmental, Health and Safety Induction programmes to all employees.
- Appropriate outcomes based SHEQ Awareness Training for every employee.
- HIV/AIDS education training counseling and awareness programmes
- Guidance to employees on safety and health at home.


11. **COMMUNICATION**

Establish and maintain internal communication structures and external community liaison forums.

Liaise with authorities on pollution-related emergencies and incidents, and secure the support of acknowledged control authorities.

Maintain open relations with relevant internal and external concerned parties including customers, contractors and employees, and promote their awareness of Mamkwayi security and cleaning services policies to improve performance.



JONGA DYASI		Doc : MAMK /SHE 006 Page 1 of 4
Director	HIV / AIDS POLICY	Date:07/12/2020 – Version : 0
Approved	J. DYASI	Initial : J.D.

HIV / AIDS POLICY

1. **COMPANY STATEMENT ON HIV /AIDS**
2. **PURPOSE**
3. **SCOPE**
4. **GENERAL PRINCIPLES**
5. **SPECIFIC PROVISION**
 1. **Rights of HIV – positive employee**
 2. **Employment opportunities and termination of employment**
 3. **Testing**
 4. **Confidentiality**
 5. **Awareness raising and Education**
 6. **Care and support for workers and families**
6. **IMPLEMENTATION AND MONITORING**

1. Company statement

1. MAMKWAYI SECURITY AND CLEANING SERVICES recognizes the seriousness of the HIV /AIDS epidemic and its impact on the workplace. The company supports the national efforts to reduce the spread of infection and minimize the impact of the disease.
2. The company recognizes its responsibility to manage HIV / AIDS aspects by addressing and managing potential risks that may affect the safety and well-being of our employees and community.

3. Purpose

The purpose of HIV /AIDS policy is to

- . Ensure a fair and consistent approach to the prevention of HIV/ AIDS amongst employees and their families.
- . Provide care and support of the employees living with HIV / AIDS.
- . Give guidance to supervisors and managers on how to deal with infected and affected employees.
- . Not discrimination against employees with HIV / AIDS.
- . Provide framework to reduce the spread of HIV /AIDS and manage its impact.

4. Scope

This policy applies to all MAMKWAYI SECURITY AN CLEANING SERVICES employees and management. It is aligned with the First Aid and SHEQ policy. It is in compliance with existing laws regarding HIV /AIDS i.e. Laws on discrimination, working conditions, safety and health and with ILO code of practice on HIV /AIDS and the world of work.

5. General Principles

- . Mamkwayi security and cleaning services provide framework to reduce the spread of HIV / AIDS and manage its impact.
- . Mamkwayi security and cleaning services does not discriminate or tolerate discrimination against employees or job applicants on HIV status or any grounds

. Mamkwayi security and cleaning services rest on the principle that HIV/AIDS infection should be treated like any other terminal illnesses that may affect employees.

. Mamkwayi security and cleaning services understand and believe that infected employees may live full lives for a number of years.

. Our commitment to maintaining a safe and healthy work environment for all employees is based on the recognition that HIV / AIDS is not transmitted by casual contact.

. Gives guidance to supervisors and managers on how to deal with infected and acceptance

6. Specific Provisions

1. Rights of HIV – positive employees

HIV- Positive employees will be protected against discrimination and victimization. Should such cases occurred the company disciplinary and grievance procedures will be followed and offenders will be sanctioned accordingly.

2. Employment opportunities and termination of employment

No employee should suffer adverse consequences, whether dismissal or denial of appropriate alternative employment opportunities merely on basis of their HIV status.

3. Testing

Mamkwayi security and cleaning services rejects HIV testing as a prerequisite for recruitment, promotion and access to training and development. However, the company promotes and Facilitates access to voluntary confidential testing with Pre and Post counselling for all employees.

4. Confidentiality

Mamkwayi security and cleaning services recognizes the sensitive aspects that surround HIV / AIDS and undertakes to handle all matters in a discreet and private manner. Where an employee's who is HIV– Positive has revealed his/ her status to management, the company will keep the identity of such a person confidential. However, the employees will be encouraged to be open about his / her status

5.5 Awareness raising and Education

In the absence of cure, information and education on HIV / AIDS is vital as the preventative measure

Awareness and education programmes will be conducted to inform employees about HIV / AIDS. This will enable them to protect themselves against infection. Such training will be open to families of employees and local community. Some training will include HIV /AIDS peer Educator and counsellor's programmes.

All employees include management will attend the awareness programmes and reasonable time off will be given for participation in education and training.

Practical measures to support the behaviour change and risk management will include distribution of condoms, referral to clinics for STD's and TB.

5.6 Care and support for workers and their families

It is in the interest of Mamkwayi security and cleaning services and employees that infected individuals arte assisted to remain at work as long as possible. The company will treat HIV infected and affected employees with empathy and care. This will include counselling, time off, sick leave, family responsibility leave and information regarding the virus and its effects.

The company will make reasonable accommodation in the workplace for those infected with HIV in cases of changes in their health status. Employees may continue to work as long as they are able to perform their duties safety and in accordance with accepted performance standards.

If an infected employee is unable to perform his / her duties adequately, the supervisor must apply the company procedure on dealing with poor work performance / ill health.

With regard to company benefits, the infected employees will be treated the same as any other employees with serious illness / condition.

The company will provide alternative healthcare support by referring HIV infected employees medical services, counselling, and professional support and self – help groups if required. Reasonable time-off will be given for counselling and treatment.

7. Implementation and monitoring

Mamkwayi security and cleaning services will establish an HIV /AIDS committee to co- ordinate and implement the HIV /AIDS policy and programme.

The company will undertake a survey to establish baseline data and regular risk and impact assessment studies.

This policy will be communicated to all employees using the full range of communication methods available to the company.

It will be reviewed annually and revised as necessary

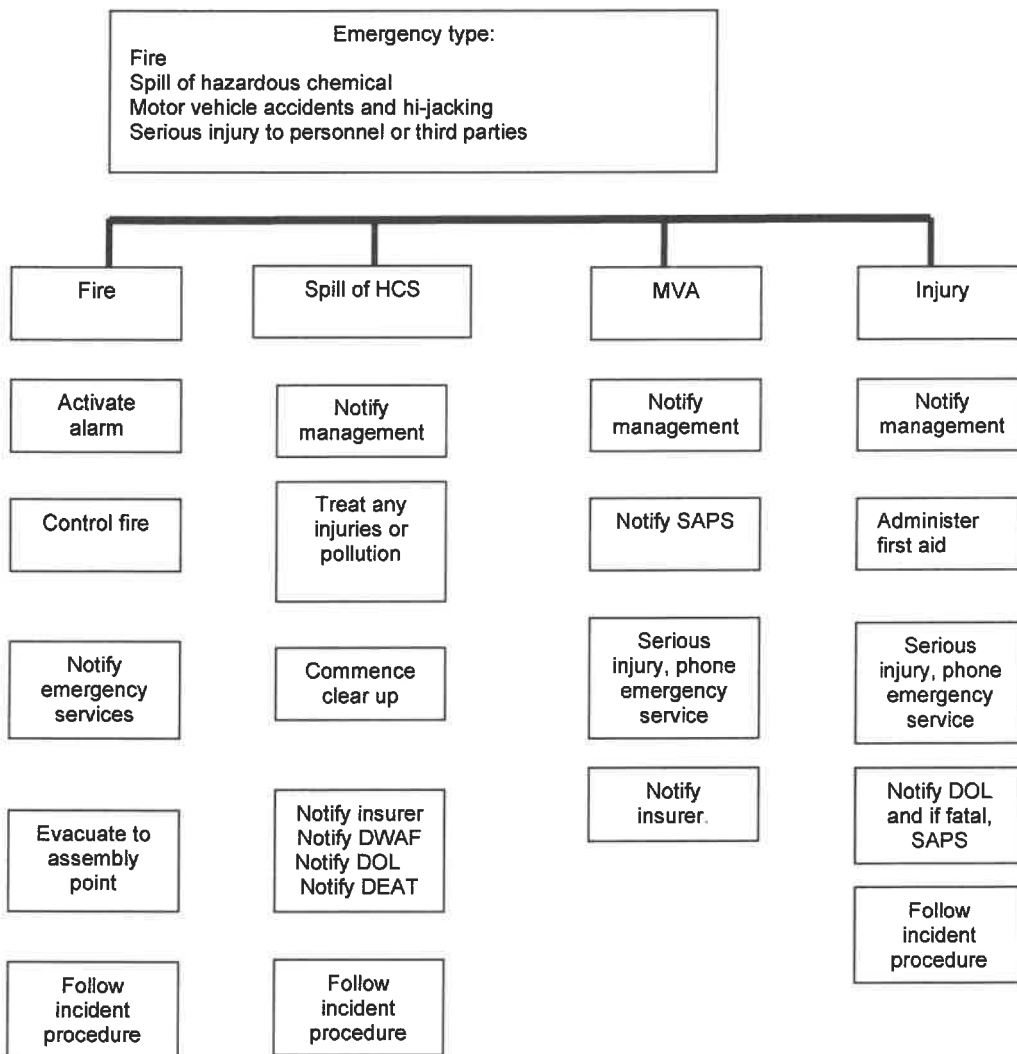
EMERGENCY PROCEDURE

1. In the event of a situation arising, which will result in, or necessitate the evacuation of personnel, the supervisor of the area affected will raise alarm.
2. If the situation, which has arisen, is of such a nature that it could affect other areas, the relevant site agent is to be contacted to activate further emergency plans.
3. The personnel working or present in the affected area(s) will immediately move to the nearest exit point and proceed to suitable assembly areas.

When the personnel have gathered at the various assembly points/areas, the supervisors will be responsible for the roll call, to identify all employees in his/her section and note names of any person not accounted for as well as excess personnel. This should be done when he considers all his staff have assembled or within **5 minutes**, whichever the shorter period.

5. All personnel must remain at their designated assembly points/area until informed either to return to their work places or evacuate the plant entirely.
6. Please note that when evacuating all movements must be done at walking pace and NOT by running. The attention of all personnel must be drawn to the fact that **“RUNNING CAUSES PANIC AND PANIC LEADS TO DISASTER”**.

GENERAL EMERGENCY PLAN





MAMKWAYI
SECURITY & CLEANING SERVICES

NS Pillay Building
Office No. 07
83 Robinson Road
Queenstown, 5320

Tel: 045 838 9868
Fax: 045 838 9868
Cell: 078 066 4849
Email: dyasijonga@gmail.com

Registered with private security industry regulatory authority
P/SIRA No. 01924221

Covid -19 Compliance Manager

In terms of the disaster management Act, 2002, Regulation 28 the employee mentioned on this note has been appointed as the Compliance Manager for this company.

JONGA DYASI



MAMKWAYI
SECURITY & CLEANING SERVICES

NS Pillay Building
Office No. 07
83 Robinson Road
Queenstown, 5320

Tel: 045 838 9868
Fax: 045 838 9868
Cell: 078 066 4849
Email: dyasijonga@gmail.com

Registered with private security industry regulatory authority
P/SIRA No. 01924221

Covid -19 Compliance Supervisor

In terms of the disaster management Act, 2002, Regulation 28 the employee mentioned on this note has been appointed as the Compliance Manager for this company.

Witbooi Linda

SITE	PERIOD	CONTACT PERSON / VALUE	CONTACT NO
Public works (middleburg) security	01/01/2011 - 31/04/2011	Mr Landu (R74'400.00)	0833977302
Public works (Cofimvaba)security	01/05/2011 - 30/06/2011	Mr Bodlo (R36'800.00)	0839637986
Public works (Lady frere stop centre) security	01/07.2011 - 31/10/2011	Mr Mthwesi (R67'200.00)	0828560890
Public works (Whittlesea) security	01/11/2011 - 31/12/2011	Mr Dyan sivuyile (R24'600.00)	0829564378
Public works (Queenstown workshop)security	01/01/2012 – 29/02/2012	Ms Nkohla (R24'600.00)	0721436640
Public works (Lady frere camp)security	01/01/2012 - 29/02/2012	Mr Mthwesi (R24'600.00)	0828560890
Public works (Lahlangubo site)security	01/03/2012 - 31/03/2012	Mr Mthwesi (R13'800.00)	0828560890
Public works (Cradock site)security	01/06/2012 – 30/08/2012	Mr Landu (R39'000.00)	0833977302
Public works (Middleburg)security	01/06/2012 - 31/06/2012	Mr Landu (R16'000.00)	0833977302
Public works (Dordretch site)security	01/09/2012 - 30/09/2012	Mr Mthwesi (R16'000.00)	0828560890
Public works (Queenstown regional office) security	01/11/2012 - 31/11/2012	Mrs Mpumlwana (R16'000.00)	0458076718
Spring foresty trading company (Queenstown) security	25/10/2012 - One year	Mr Warrant (R172'800.00)	0734180143
Queenstown Fashion shop(Queenstown)security services	01/11/2012 - currently On - going contract	Mr Hukung (R4'500.00)	0458396370
Chris hani district municipality(Queenstown workshop) security	01/01/2013 – 31/03/2013 3months contract	Mr Lungisa (R40'500.00)	0458084654
Roads and public works (Engcobo camp) security	01/01/2013 - 31/01/2013	Mr Bodlo /Mthwesi (R24'000.00	0839637986 / 0828560890
Roads and public works (Cofimvaba) security	01/03/2013 - 31/03/2013	Mr Bodlo (R24'000.00	0839637986
Roads and public works (Lahlangubo site – whittlesea areas	01/05/2013 – 31/05/2013	Mr S. Dyan (R18'000.00)	045 807 6600
Roads and public works security (komani hospital new site)	01 /08/2013 – 31/08/2013	Mr mthwesi (R22'000'00)	045 807 6718
Roads and public works (Tarkastad site , security)	01/09/2013 – 30/09/2013	Mr S. Dyan (R24'000.00)	0345 807 6600
Roads and public works (Engcobo camp)	01/11/2013 – 30/11/2013	Mr Mthwesi (R22'000.00)	045 807 6718

Chris hani district municipalit (security)	01/02/2014 - 03/04/2014	Mr Lungisa Ngomana (R36'000.00)	045 808 4654
Public works (Elliot camp) security services	01 /03 /2014 - 31 / 03/ 2014	Mr Mthwesi (R18'000.00)	045 807 6600
Social development (Cradock site) security services	01/03/2014 - 31/03/2014	Mr Tsotsi (R15'3000.00)	045 808 3700
Social development Dordretch (security services)	01 /05/2014 - 30/05/2014	Mrs Tayitasi (R15'100.00)	073 650 4377
Social development one stop centre Ezibeleni (security services)	16 / 05/2014 - 16 / 05/ 2014	Mrs Koltana (R	047 874 5201
Social development RAR Mlungisi social development (Queenstown)	21/07/2014 - 20/08/2014	Mrs Faltana (R16'800.00)	045 838 3186
Social development Engcobo area offices.	05 /09/2014 - 05 / 10/2014	Ms N. Vuza (R16'800.00)	047 548 1438
Social development Melton gardens (Queenstown) security	05/10/2014 - 30/10/2014	Mr Ndulula (R22'000.00)	045 8738800
Security services Public works (Pearston)	20/04/2015 - 21/07/2015	Mr M. Mnyaka (R39'400.00)	041 408 2021
Security services at Inkwanca municipality (Molteno)	01/05/2015 - 31/06/2015	Mr L. Ngomana (R59'600.00)	045 808 4654
Springrove security services(social development	01/06/2015 - 30/06/2015	Mrs mgwigwi (R24'000.00	048 881 2366
Molteno security (chris hani district municipality	01/07/2015 - 31/09/2015	Mrs Silvia / Mr L. Ngomana	045 808 4600
Qumanco security (chris hani district municipality	01/07/2015 - 31/09/2015	Mrs Silvia /Mr L. Ngomana (R48'000.00)	045 808 4600
Cofimvaba area office social development(security)	15/08/015 - 15/09/2015	Mrs Somagaca (R22'600.00)	078 302 1767
Aliwal north district office social development (security)	01 09/2015 - 31/09/2015	Mr U.T. Lebaka (R19'998.00)	051 633 1600
King William' s town public works (security)	15/09/2015 - 15/12/2015	Ms Zingisa Mpumlwana	041 408 2317
East London public works (security) no.38 king street	30/09/015 - 29/12/2015	Ms Zingisa Mpumlwana (R104'000.000	041 408 2317
No.10 Arasmas street, king william's town	3 months and two weeks / 03/11/2015	Ms Zingisa Mpumlwana (R106'400.00)	041 408 2317

90 Amotola row king	3 months	Ms Z. Mpumlwana (R104'000.00)	041 408 2317
Chris hani district municipality (security molteno)	9 months contracts	Mrs Sylvia (R261'000.000)	045 808 4600
No.20 Attie Erasmus , king security	3 months	Ms Zingisa (R104'000.00)	041 408 2317
Adelaide , Venterstad , no.6 luckin street king, 36 King Edward street , East London, No. 07 buitekant street Pearson	All are 3 months contracts	Ms z. mpumlwana (R273'000.00)	041408 2317
Social development at Sakhisizwe area offices covers Askiton, lower lafutha , cala , Elliot	4 months contracts	Mr Gcelu (R249'600.00)	045 808 3710
Public works EBEN Donges , Port Elizabeth	3 months contracts	Mr Maqetuka (R117'000.00)	041 408 2317
Chris hani district municipality (Sakhisizwe water treatment works)	3 months	Mrs Sylvia peirterson (R73'800.00)	045 808 4613
Tarkastad Chris Hani municipality (security)	6 months	Mrs Sylvia Pieteron (R69'400.00)	045 808 4613
Elliot no.20 bank street	3 months	Mrs Sylvia Pieteron (R59'600.000)	045 808 4613
RAR social development security	1 month	Mrs Kobese (R14'400.00)	047 873 2007
One stop centre social development (Ezibeleni)	4 Months	Mrs Kobese (R14'400.00)	047 873 2007
Lukhanji area office Ezibeleni Social development	4 Months	Mrs Kobese (R14'000.00)	047 873 2007
Hofmeyer security social development	1 months	Ms Thandazwa (R15'100.00)	048 881 4478
Mount Arthur boarding school department of education Lady frere	3 Months	Mr Mtolo principal (R38'966.40)	073 091 9480
Chris Hani Sterkstroom security	3 months	Mrs Sylvia (R88'800.00)	045 808 4613
Chris Hani district municipality – Engcobo security	01 February 2017 - 30 April 2017	Mrs Sylvia (R88'800.00)	045 808 4613
Chris Hani district municipality – Molteno and Sterkstroom	01 February 2017 - 30 April 2017	Mrs Sylvia (R52'800.00 + R52'800.00)	045 808 4613
Queenstown service office (stone building)	15 /02/2017 To 28 /02/2017	Mrs kobese R9'900.00	047 807 2007

Hofmer social development Queenstown	01 march 2017 To 31 March 2017	Thandazwa R11'000.00	048 881 4478
Middleburg area office Security services	01 April 2017 - 31 April 2017	Thandazwa R21'400.00	048 881 4478
Thornhill service office	01 April 2017 - 31 April 2017	Thandazwa R18'000.00	048 881 4478
Ezibeleni one stop (social development security)	01 october 2017 - 31 october 2017	Mrs T. Kobose R13'400.00	047 873 1355
Intsika yethu Cofimvaba cluster security	01 August 2017 - 31 october 2017	Mrs Sylvia R29'400.00	047 808 4613
Emalahleni cluster Dordretch , Indwe and Lady frere	01 August 2017 - 31 october 2017	Mrs Sylvia R27'800.00	047 808 4613
Engcobo cluster chris hani district municipality	01 August 2017 - 31 october 2017	Mrs Sylvia R28'700.00	047 808 4613
Enoch Mgiijima molteno district municipality	01 November 2017 - 31 February 2018	Mrs Vuyo scm manager R120'000.00	047 808 4613
Sakhisizwe district Elliot and cala district	01 November 2017 - 31 February 2018	Mrs Vuyo R240'000.00	047 808 4613
Ezibeleni Service office Social Development	01 December 2017 - 31 January 2018	Mrs T Kobese R30 000.00	047 873 1020
Whittlesea Social Development	22 January 2018 - 21 February 2018	Mrs T Kobese R15 000.00	047 873 1020
JJ Sertfontein Social Development	01 February 2018 - 15 February 2018	Ms Olwethu R27 000.00	045 808 3700
Engcobo water treatment works Chris Hani security	01 March 2018 - 31 May 2018	Ms Sylvia R120'000.00	045 808 4613
Molteno & Sterkstroom security Chris Hani	01 March 2018 - 31 May 2018	Ms Sylvia R60'000.00	045 838 4613
Molteno chris hani	01 March 2018 - 31 May 2018	Ms Sylvia R90'000.00	045 838 4613
Pandarosa social development	01 March 2018 - 31 March 2018	Mrs Mthombeni R18'000.00	045 873 6000
Barkley East social development	01 March 2018 - 31 March 2018	Ms Grace R18'600.00	051 633 1600

Mount Fletcher	01 March 2018 - 31 March 2018	Ms Grace R18'600.00	051 633 1600
Middleburg social development	01 April 2018 - 30 April 2018	Ms Nandipha R26'400.00	048 881 4478
Gali thembani social development	18/07/2018 31/07/2018	Ms Nwabisa (R26'400.00	045 808 3700
Rural development and Agrian reform (Agriculture) Contract of 36 months) – 05 x sites	01/08/2018 - 31/08/2021	Ms Phatheka	045 807 7000
Hofmeyer social deveopment	01/07/2018 - 31/07/2018	Ms Nandipha R26'600.00	048 881 4478
Ezibeleni area office	01/08/2018 - 31/08/2018	Ms Kobese T. (R14'600.00	047 807 2007
Sakhisizwe cluster (Elliot)	01/11/2018 - 31/ 01/2019	Mr Tito R259'056.00	045 808 4637
Inxuba Themba (Middleburg)	01/11/2018 - 31/01/2019	Mr Tito R113'850.00	045 808 4637
Inxuba Themba pump station Cradock	01/11/2018 - 31/01/2019	Mrs Sylvia R159'852.00	045 838 4600
Melton gardens social development	01/02/2019 - 28/02/2019	Mr Ndulula R23'640.00	045808 3700
Gali Thembani CYCC security services social deveopment	01/05/2019 - 15/05/2019	Ms Nwabisa R19'200.00	045 838 1602
Sports , recreation,Arts and culture	01/05/2019 - 31/01/2020	Mrs Oliphants R273'300.00	045 492 0036
Chris hani district municipality security	01/05/2019 - 30/06/2019	Mrs Sylvia (four sites)	045 808 4613
Chris hani district municipaity	01/07/2019 - 31/09/2019	Mrs Syvia (six sites)	045 808 4613
Chris hani district 3 sites (tsojana water treatment plant, tsojana dam, Tora water treatment plant	01/5/2020 - 31/07/2020	Mrs Sylvia	045 838 4613
Social development Security (3 sites)	One month	Mr Ndulula	045 808 3700

Tel: 045 838 9868 | Fax: 045 838 9868 | Cell: 078 066 4849 | Email: dyasi@onga@gmail.com

No 6 Ebdon Street • Queenstown • P.O. Box 7190 • Queenstown, 5320

Enq: N Mda Tel: 045 492 0031 Fax: 045 8393422 email: ntombentsha.mda@ecsrac.gov.za

DATE : 21 JANUARY 2020

ATTENTION : DYASI JONGA


MAMKWAYI SECURITY AND CLEANING SERVICES
NO. 83 ROBINSON ROAD
OFFICE NO. 7
QUEENSTOWN
5320

SUBJECT : APPOINTMENT OF A REPUTABLE SERVICE PROVIDER TO
PROVIDE SECURITY SERVICES AND MONITORING OF DIGITAL CAMERA SYSTEM AT
CHRIS HANI DISTRICT OFFICE FOR A PERIOD OF 6 MONTHS, EFFECTIVE FROM
01 FEBRUARY 2020 TO 31ST JULY 2020.

It is with great pleasure to inform you that your quotation for rendering security services and monitoring of digital camera system at Chris Hani District offices for the period of 6 months, From 01 January 2020 to 30 June 2020 at a total cost of R 223 500.00 has been successful. However, due to unforeseen circumstances the contract will be effective from 01 February 2020 to 31 July 2020 which is still a period of 6 months.

This appointment letter constitutes a binding contract; therefore you are required to render services as per the specifications upon receiving an order.

You are also required to sign a Service Level Agreement with the Department. For that purpose a meeting between you and the Department will be arranged in due course.


M. GODOLA
SENIOR MANAGER
CHRIS HANI DISTRICT

21/01/2020
DATE

DEPARTMENT OF SPORT, RECREATION, ARTS AND CULTURE
ISEBE LEZEMIDLALO, ULONWABO, LIBUGISA WENKUBENKO
LEFAPHA LA DIPAPADI, BOIKGATHOLLO, BONONO LE BOTJHABA
DEPARTEMENT VAN SPORT, ONTSPANING, KUNS EN KULTUUR

No 6 Ebden Street • Queenstown • P.O. Box 7190 • Queenstown, 5320

Enq:Z.P.Ncancashe Tel: 045 4920033 Fax: 045 8393422 email:Zoleka.Ncancashe@ecsrac.gov.za

**TO : MAMKWAYI SECURITY & CLEANING
QUEENSTOWN**

DATE : 25 MARCH 2019

**SUBJECT : APPOINTMENT OF A REPUTABLE SERVICE PROVIDER TO PROVIDE SECURITY
SERVICES FOR EBDEN AND TELKOM BUILDINGS AT CHRIS HANI
DISTRICT OFFICES FOR A PERIOD OF 9 MONTHS, EFFECTIVE FROM 1 MAY 2019
TO 31ST DECEMBER 2019.**

It is with great pleasure to inform you that your bid for the appointment of a reputable service provider to provide security services at Ebden and Telkom buildings, Chris Hani District for a period of eight months, effective from 1st May 2019 to 31st December 2019 at a total cost of R 273 600.00 has been accepted.

This letter of acceptance constitutes a binding contract; therefore you are required to render services as per the specifications.

You are also required to sign a Service Level Agreement with the Department on receipt of this letter. For that purpose a meeting between you and the Department will be arranged in due course.


T. OLIPHANT
DISTRICT HEAD: SENIOR MANAGER
CHRIS HANI DISTRICT

