

REF NO 81/R + 6/13/21



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

**ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION**

1. T 2021/069: UNBLOCKING AND CLEANING OF DRAINAGE PIPE STRUCTURES IN RURAL PROVINCIAL PUBLIC SECTOR RESERVES FOR THE PERIOD ENDING 30 JUNE 2024
2. T 2021/008: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF TWO (2) DIGITAL COLOUR COPIER / MULTI FUNCTIONAL DEVICES TOGETHER WITH AN ALL-INCLUSIVE 3-YEAR MAINTENANCE AGREEMENT
3. T 2021/017: DEVELOPMENT AND IMPLEMENTATION OF TRANSPORT MONTH EVENTS FOR THE PERIOD ENDING 30 JUNE 2024

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

Received by [Signature] Date 18/03/2022



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

**TENDER NUMBER: T 2021/008**

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING  
OF TWO (2) DIGITAL COLOUR COPIER / MULTI FUNCTIONAL  
DEVICES TOGETHER WITH AN ALL-INCLUSIVE 3-YEAR  
MAINTENANCE AGREEMENT**

COMPANY NAME:

DR Automation Solutions (Pty) Ltd.

POSTAL ADDRESS:

45 Jakaranda Avenue  
Worcester  
6850

086 / 017 / 069

**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

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF TWO (2) DIGITAL COLOUR  
COPIER / MULTI FUNCTIONAL DEVICES TOGETHER WITH AN ALL-INCLUSIVE 3-YEAR  
MAINTENANCE AGREEMENT**

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## **A. TENDER NOTICE**

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Tenders are hereby invited from authorised dealers for the supply, delivery, installation and commissioning of two (2) digital colour copiers / multifunctional devices, including an all-inclusive 3-year maintenance agreement which include all spares, including drum and finishing units, toner, labour, travelling and IT support.

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

**Closing date: 11:00 on Friday, 26 November 2021**

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Tender documents, in English, are available free of charge on the websites: [www.capewinelands.gov.za](http://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 R230.00 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**

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

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

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

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

#### **31. Municipal Rates, Taxes and Charges**

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

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

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

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

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

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

A valid Letter of Good Standing from the Department of Labour or any institution that is licenced to carry out the business of insurance of its members against liabilities in accordance with the provisions of the COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993) or a certified copy thereof must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and such a letter or a certified copy thereof for the bidder is on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the above-mentioned institutions on record.

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

**34. Protection Of Personal Information**

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

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

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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.

## **8. VARIATION ORDERS**

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

## **19. ASSIGNMENT**

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

## **20. SUBCONTRACTS**

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

## **21. DELAYS IN THE SUPPLIER'S PERFORMANCE**

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

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

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

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

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

## **22. PENALTIES**

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

## **23. TERMINATION FOR DEFAULT**

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

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

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

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

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

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

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

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

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

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

## **24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

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

## **25. FORCE MAJEURE**

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

## **26. TERMINATION FOR INSOLVENCY**

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

## **27. SETTLEMENT OF DISPUTES**

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

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

## **28. LIMITATION OF LIABILITY**

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

## **29. GOVERNING LANGUAGE**

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

## **30. APPLICABLE LAW**

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

## **31. NOTICES**

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

## **32. TAXES AND DUTIES**

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

### **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:

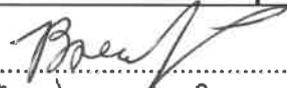
- 80 points is awarded for the **lowest price** if it complies with the Tender / Formal Written Price Quotation conditions.
- Additional points are awarded for attaining the **B-BBEE status level** of contributor in accordance with the table below:

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 (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2021/008	Closing date:	26/11/2021	Closing time:	11h00
Description	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF TWO (2) DIGITAL COLOUR COPIER / MULTI FUNCTIONAL DEVICES TOGETHER WITH AN ALL-INCLUSIVE 3-YEAR MAINTENANCE AGREEMENT				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH</b>					
<b>SUPPLIER INFORMATION</b>					
Name of bidder	DR Automation Solutions (Pty) Ltd				
Postal address	45 Jukaranda Avenue, Worcester, 6800				
Street address	45 Jukaranda Avenue, Worcester				
Telephone number	Code	Number		066 211 9592	
Cell phone number	066 211 9592				
E-mail address	richard@dras.co.za				
VAT registration number	4570 / 296 / 1916				
Tax compliance status	TCS PIN: 984266534	OR	CSD No:	MAAA	
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> yes <input type="checkbox"/> no	B-BBEE status level sworn affidavit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered	2		Total bid price	R460 000	
Signature of bidder			Date	22/11/2021	
Capacity under which this bid is signed	Director				
<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>					
Contact person	Karina Smit				
Telephone number	021 888 5312				
E-mail address	karina@capewinelandsgov.za				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED</b>					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewinelandsgov.za				

<b>TERMS AND CONDITIONS FOR BIDDING – PART B</b>	
<b>1. BID SUBMISSION:</b>	
<p>1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.</p> <p>1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online</p> <p>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.</p>	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
<p>2.1 Bidders must ensure compliance with their tax obligations.</p> <p>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.</p> <p>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 <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</p> <p>2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.</p> <p>2.5 Bidders may also submit a printed TCS certificate together with the bid.</p> <p>2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.</p> <p>2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p>	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
<p>3.1. Is the entity a resident of the republic of South Africa (RSA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3.2. Does the entity have a branch in the RSA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3.3. Does the entity have a permanent establishment in the RSA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3.4. Does the entity have any source of income in the RSA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3.5. Is the entity liable in the RSA for any form of taxation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>If the answer is “no” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.</b></p> <p style="text-align: center;"><b>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.</b></p>	

Signature(s): 

Name(s): Richard Paul Bredenkamp

Capacity for the Tenderer: Director

Date: 22/11/2021

## F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

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### 1. INTRODUCTION

The Cape Winelands District Municipality (CWDM) hereby invites tenders from authorised dealers for the supply, delivery, installation and commissioning of two (2) digital colour copiers / multifunctional devices, including an all-inclusive 3-year maintenance agreement which include all spares, including drum and finishing units, toner, labour, travelling and IT support.

### 2. SPECIFICATIONS

#### 2.1 2 x DIGITAL MULTIFUNCTIONAL DEVICES: STELLENBOSCH

Copy / print speed	Minimum 75 black & 60 colour per minute
Capacity	Minimum monthly capacity 120 000
Network	Print and Scan (scan to e-mail, FTP, PDF, TIFF)
Memory	Minimum 2GB
Hard drive	Minimum 250GB
Paper size (original)	A5 to A3
Zoom facility	25% - 400%
Colour depth	256 gradations and 8 bit colour depth
Paper trays	5 Paper feed trays for A4 & A3 paper, respectively, as well as large capacity tray (minimum total paper feed capacity 6 650)
Scan to email	This should be the default setting: Using OCR technology which would make the document searchable
Duplex/copy/print	Standard
Duplex document feeder	Standard
Finisher	Sort sets of documents, punch, staple (staple capacity minimum of 100, 80g pages)
Operating System	Windows 7 (32/64); Windows 8/8.1 (32/64); Windows 10 (32/64); Windows Server 2008 (32/64); Windows Server 2008 R2; Windows Server 2012; Windows Server 2012 R2; Windows Server 2016; Macintosh OS X 10.8 or later; Unix; Linux; Citrix
Interface	10/100/1,000-Base-T Ethernet; USB 2.0; Wi-Fi 802.11b/g/n
Network protocols	TCP/IP (IPv4 / IPv6); SMB; LPD; IPP; SNMP; HTTP
Warranty	3-year on-site warranty
Full-Service Agreement	An all-inclusive 3-year maintenance agreement which include all spares, including drum and finishing units, toner, labour, travelling and IT support

2.2 Bidders are obliged to complete the attached Returnable Schedule and submit it together with the tender documents.

2.3 The digital colour copiers / multifunctional devices must meet ALL the minimum technical requirements as stipulated in paragraph 2 in order to ensure that the Cape Winelands District Municipality can render comprehensive reprography services to its internal clients.

### **3. MINIMUM REQUIREMENTS**

- 3.1 Bidders must submit dealership certificates together with the tender document, or on a date mutually agreed upon between the Cape Winelands District Municipality and the successful service provider.

### **4. EVALUATION CRITERIA**

- 4.1 Dealership certificates will be verified during the evaluation process, failure to provide proof of an authorized dealer will result in a bidder regarded as non-responsive.
- 4.2 A valid Letter of Good Standing from the Department of Labour or any institution that is licenced to carry out the business of insurance of its members against liabilities in accordance with the provisions of the COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (Act No 130 of 1993) or a certified copy thereof must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and such a letter or a certified copy thereof for the bidder is on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the above-mentioned institutions on record. The valid Letter of Good Standing can alternatively be submitted on a date as mutually agreed upon between the bidder and the Cape Winelands District Municipality. A letter of good standing for "tender purposes" from the Department of Labour will also be accepted.
- 4.3 Cognisance should be taken that the copy charges in terms of the Maintenance Agreement will be calculated on an assumption of 60% colour copies and 40% black and white copies of the minimum monthly capacity 120 000 copies.

### **5. LOGISTICAL REQUIREMENTS**

- 5.1 It will be expected from the successful authorized dealer to deliver, install and commission the digital colour copiers/ multifunctional devices at the following address within a period not exceeding **six (6) weeks** from the date of issuing of an order by the Cape Winelands District Municipality, or within a period to be mutually agreed upon between the authorized dealer and the Cape Winelands District Municipality: 29 Du Toit Street, Stellenbosch.
- 5.2 Maintenance calls logged by the Cape Winelands District Municipality to be attended to and concluded within forty-eight (48) hour timeframe from time of logged call, or within a reasonable period to be mutually agreed between the Cape Winelands District Municipality and the successful service provider, which will enable the internal provision of reprography services.

### **6. REMUNERATION**

- 6.1 The once-off payment of the two (2) digital colour copiers/ multifunctional devices will be effected on successful delivery, installation and commissioning, and on conclusion of the signed maintenance agreement between the successful service provider and the Cape Winelands District Municipality.
- 6.2 Copy charges will be paid on a monthly basis, subject to the following process:
- 6.2.1 Within five (5) working days of the month following the month on which the copy charges are applicable, or within a period mutually agreed upon, the service provider must submit to the Cape Winelands District Municipality a statement, per digital colour copier/ multifunctional device, clearly stipulating the period to which the copy charges are applicable, the start and end reading of copies made, the number of black and white copies, the number of colour copies, as well as the rate per copy and subsequent totals.

- 6.2.2 On receipt of the statement as explained in paragraph 6.2.1, the Cape Winelands District Municipality will issue an official order to the service provider.
- 6.2.3 Once the service provider has received the official order, the Cape Winelands District Municipality must be provided with an invoice within five (5) working days or within a period mutually agreed upon.
- 6.3 No advance payments will be made for any reason whatsoever. Invoices rendered will be payable within 30 days.

## **7. DURATION**

- 7.1 The all-inclusive 3-year maintenance agreement which include all spares, including drum and finishing units, toner, labour, travelling and IT support will be for the period ending 30 June 2024.

## **8. DELIVERABLES**

- 8.1 Successful delivery, installation and commissioning of two (2) digital colour copiers / multifunctional devices within the prescribed delivery period.
- 8.2 Maintenance calls logged by the Cape Winelands District Municipality to be attended to and concluded within forty-eight (48) hour timeframe from time of logged call, of within a reasonable period to be mutually agreed between the Cape Winelands District Municipality and the successful service provider.
- 8.3 Timeous monthly submission of copy charges statements and invoices.

**RETURNABLE SCHEDULE:**

COMPLIANCE TO SPECIFICATIONS				
1.	Copy / print speed	Minimum 75 black & 60 colour per minute	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	Capacity	Minimum monthly capacity 120 000	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	Network	Print and Scan (scan to e-mail, FTP, PDF, TIFF)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	Memory	Minimum 2GB	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
5.	Hard drive	Minimum 250GB	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
6.	Paper size (original)	A5 to A3	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
7.	Zoom facility	25% - 400%	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
8.	Colour depth	256 gradations and 8 bit colour depth	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
9.	Paper trays	5 Paper feed trays for A4 & A3 paper, respectively, as well as large capacity tray (minimum total paper feed capacity 6 650)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
10.	Scan to email	This should be the default setting: Using OCR technology which would make the document searchable	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
11.	Duplex/copy/print	Standard	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
12.	Duplex document feeder	Standard	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
13.	Finisher	Sort sets of documents, punch, staple (staple capacity minimum of 100, 80g pages)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
14.	Operating System	Windows 7 (32/64); Windows 8/8.1 (32/64); Windows 10 (32/64); Windows Server 2008 (32/64); Windows Server 2008 R2; Windows Server 2012; Windows Server 2012 R2; Windows Server 2016; Macintosh OS X 10.8 or later; Unix; Linux; Citrix	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
15.	Interface	10/100/1,000-Base-T Ethernet; USB 2.0; Wi-Fi 802.11b/g/n	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
16.	Network protocols	TCP/IP (IPv4 / IPv6); SMB; LPD; IPP; SNMP; HTTP	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
17.	Warranty	3-year on-site warranty	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
18.	Full-Service Agreement	An all-inclusive 3-year maintenance agreement which include all spares, including drum and finishing units, toner, labour, travelling and IT support	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

NAME OF SERVICE PROVIDER: DR Automation Solutions (Pty) Ltd.

SIGNED ON BEHALF OF SERVICE PROVIDER: 

DATE: 22/11/2021

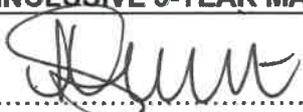
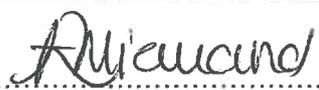
## H. ACCEPTANCE

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.

<b>ACCEPTANCE (to be completed by the Cape Winelands District Municipality)</b>	
<b>T 2021/008: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF TWO (2) DIGITAL COLOUR COPIER / MULTI FUNCTIONAL DEVICES TOGETHER WITH AN ALL-INCLUSIVE 3-YEAR MAINTENANCE AGREEMENT</b>	
 ..... Ms. K. Smit Director: Support Service	10/03/2022 ..... Date
 ..... Me. E Niemand Witness	10/03/2022 ..... 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
Stanflic Bredenkamp	Dirtrid John	5310045 009089	—
	Richard Paul	7412195136080	—

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

<p><b>LW!</b> 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><b>NB!</b> 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><b>QAPHELA!</b> 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 <u>MBD 6.1 Claim Form</u>.</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>

DR Automation Solutions (Pty) Ltd.

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

- \*\*1.** Persentasie aandeelhouding 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.

51%
- 2.** Persentasie aandeelhouding 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 aandeelhouding 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.

49%
- 4.** Persentasie aandeelhouding 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)

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

In/Ngaphakathi  
 Uit/Out/Ngaphandle
- 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 shareholders<sup>2</sup>)

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

3.1	Full Name of bidder or his or her representative	Richard Paul Bredenkamp.
3.2	Identity Number (person submitting this declaration)	7412195136080
3.3	Position occupied in the Company (official/director/trustee/shareholder <sup>2</sup> ):	Director
3.4	Company Registration Number	2019/563504/07.
3.5	Tax Reference Number	904 0927270.
3.6	VAT Registration Number	4570/296/19/6
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	<input checked="" type="checkbox"/> No
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

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

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	<del>No</del>
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3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principle shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	<del>No</del>
------	---	-----	---------------

3.11.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state?	Yes	<del>No</del>
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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:			
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	<del>No</del>
------	--	-----	---------------

3.13.1	If yes, furnish particulars. ..... .....		
--------	--	--	--

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

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

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

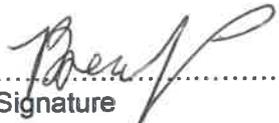
3.17	Does the supplier or any director/ member/ trustee/ principle shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	<del>No</del>
3.17.1	If yes,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

**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						
2						
3						
4						
5						
6						
7						
8						
9						
10						

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

  
Signature

22/11/2021  
Date

Director  
Capacity of Signatory

DR Automation Solutions (Pty) Ltd  
Name of Bidder/Company/CC Name

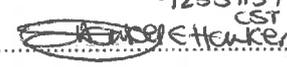
**MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:**

<sup>1</sup> MSCM Regulations: "in the service of the state"

means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

<b>Commissioner of Oaths</b>	
Signed and sworn to before me at <u>Worcester</u>	
on this the <u>23</u> day of <u>November</u> 20 <u>21</u> 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	<u>12357157</u> <u>CST</u> 
Position:	<u>Constable</u>
Address	<u>S3 Adderley Street</u> <u>Worcester</u> <u>6850</u>
Tel:	<u>0233458600</u>
Apply official stamp of authority on this page:	
<u>SUID-AFRIKAANSE POLISIEDIENS</u> STASIE BEVELVOERDER WORCESTER	
<b>23 NOV 2021</b>	
STATION COMMANDER WORCESTER	
<u>SOUTH AFRICAN POLICE SERVICE</u>	

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

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

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

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

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) “**price**” 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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

##### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

##### 4.3 POINTS AWARDED FOR PRICE

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

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

Where

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

### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**6. BID DECLARATION**

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

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

7.1 B-BBEE Status Level of Contributor: = .....<sup>9</sup>.....(maximum of 10 or 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.)

**8. SUB-CONTRACTING**

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

(Tick applicable box)

YES  NO

8.1.1 If yes, indicate:

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

(Tick applicable box)

YES  NO

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	✓ 51%	✓
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

9.1 Name of company/firm: DL Automation Solutions (Pty) Ltd

9.2 VAT registration number: 4570/296/19/6

9.3 Company registration number: 2019/563504/07

9.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

Supply & delivery of office equipment  
Konica Minolta Develop Dealers

9.6 **COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: Breedeville

Registered Account Number: Wmun 1202221152

Stand Number: 2799 000

9.8 Total number of years the company/firm has been in business: 2 years

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

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



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

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) DR Automation Solutions in accordance with the requirements and specifications stipulated in bid number T2021/008 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Name Richard Paul Bredenkamp  
Capacity Director  
Signature [Signature]  
Company name DR Automation Solutions (Pty) Ltd  
Date 22/11/2021  
Witness 1 [Signature] Date 2021/11/22  
Witness 2 [Signature] Date 2021/11/22

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

Signed at .....on.....  
 Name (Print) .....  
 Signature .....  
 Witness 1 ..... Date .....  
 Witness 2 ..... Date .....

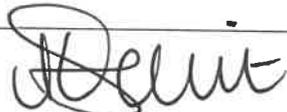
*Cancelled*

## PART 2 - RENDERING OF SERVICES

1. I, **Karina Smit** in my capacity as **Director Support Services** accept your bid under reference number **T 2021/008** dated **26/11/2021** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<b>Tender/ Quotation number:</b>	<b>T 2021/008: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF TWO (2) DIGITAL COLOUR COPIER / MULTI FUNCTIONAL DEVICES TOGETHER WITH AN ALL-INCLUSIVE 3-YEAR MAINTENANCE AGREEMENT</b>
<b>Awarded to:</b>	DR Automation Solutions (Pty) Ltd
<b>Delivery Period</b>	Period ending 30 June 2025
<b>B-BBEE Status level of contribution</b>	2
<b>Minimum threshold for Local Production and Content</b>	Not applicable
<b>Price including VAT</b>	Various prices

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

<b>Name</b>	Karina Smit	
<b>Signature</b>		10/03/2022
<b>Witness 1</b>		10/03/2022
<b>Witness 2</b>		10/03/2022

<b>PRICE SCHEDULE</b>				2-6 NOV 2021 
Specify Make and Model	Quantity	Total Price for 2 x devices, excluding VAT	VAT @ 15%	Total Price Total Price for 2 x devices, including VAT
Konica Minolta Develop 750 I	2	R 400 000	R 60 000	R 460 000
<b>ALL-INCLUSIVE MAINTENANCE AGREEMENT (PRICE PER COPY, INCLUSIVE OF VAT)</b>				
Item	Period ending 30/06/2022	01/07/2022 – 30/06/2023	01/07/2023 – 30/06/2024	
Black Copy	R0,065	R0,065	R0,065	
Colour Copy	R0,25	R0,25	R0,25	

## N. 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.

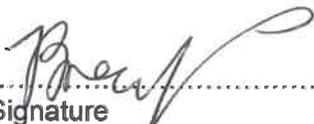
Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of 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 (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>		X
4.1.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
4.2	<p>Is the bidder or any of its directors listed on the Register for 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 (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>		X
4.2.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>		X
4.3.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		X
4.2.1	If so, furnish particulars: ..... .....		
4.3	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		X
4.3.1	If so, furnish particulars: ..... .....		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) Richard Paul Bredenkamp 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

22/11/2021  
Date

Director  
Position

DR Automation Solutions (Pty) Ltd  
Name of Bidder

**P. MUNICIPAL RATES AND SERVICES**

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
Don Frid John Stan Fliet	114 DeWood Street Worcester, 6850	WMUN10567 800104	Breede Valley
Richard Paul Bredenkamp	45 Jakaranda Avenue, Worcester	WMUN12030 1152	Breede Valley

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

**DECLARATION:**

I, the undersigned (name) Richard Paul Bredenkamp  
 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

22/11/2021  
 Date

Director  
 Position

DR Automation Solutions (Pty) Ltd.  
 Name of Bidder

**Q. AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize Mr/Mrs Richard Paul Bredenkamp  
 acting in his/her capacity as Director  
 of the business trading as DR Automation Solutions (Pty) Ltd  
 to sign all documentation in connection with Tender T 2021/008.

Name of members / directors	Signature	Date
DunFrid John Sturfliet		22/11/2021
Richard Paul Bredenkamp		22/11/2021

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

# DR AUTOMATION SOLUTION (PTY) LTD

REG NR. 2019/563504/07

45 JAKARANDA AVENUE, ROUXPARK, WORCESTER

CELL : 066 211 9592

EMAIL : [richard@dras.co.za](mailto:richard@dras.co.za)

21 November 2021

## NOTICE OF A MEETING HELD BY THE DIRECTORS OF DR AUTOMATION SOLUTIONS (PTY) LTD ON 21 November 2021 AT 12:00

ATTENDEES : DJ STANFLIET

RP BREDEKAMP

ONLY 1 POINT OF DISCUSSION

TENDER DOCUMENT FOR TENDER T2021/008 TO BE SIGNED BY MR RP BREDEKAMP

DJ STANFLIET

A handwritten signature in black ink, appearing to read 'DJ Stanfliet', is written over a horizontal line.

**SWORN AFFIDAVIT**

BBBE

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – SPECIALISED ENTITY ONLY – GENERAL - which include (Not Limited to) Non-Profit Organisations, Non-Profit Companies, Public Benefit Organisations etc.**

I, the undersigned,

<b>Full name &amp; Surname</b>	DANFRID JOHN STANFLIET
<b>Identity number</b>	5310045009089

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 Director of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	DR AUTOMATION SOLUTIONS
<b>Trading Name (If Applicable):</b>	DR AUTOMATION SOLUTIONS (PTY) LTD
<b>Registration Number:</b>	2019/563504/07
<b>Vat Number (If applicable)</b>	4570/296/19/6
<b>Enterprise Physical Address:</b>	45 JAKARANDA LAAN ROUX PARK WORCESTER
<b>Type of Entity (NPO, PBO etc.):</b>	PTY
<b>Nature of Business:</b>	SUPPLY AND SERVICE OF OFFICE EQUIPMENT
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –  (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups means:  (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise has \_\_\_\_\_% Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has \_\_\_\_\_% Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has \_\_\_\_\_% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = 51 %
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of 28/02/2021 (DD/MM/YYYY), the annual Total Revenue/Allocated Budget/Gross Receipts was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	<b>Level Two</b> (125% B-BBEE procurement recognition level)	x
Less than 51% Black Beneficiaries	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. 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.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: 23/11/2021

723315-1  
CST  
Commissioner of Oaths

Signature & stamp

Date: 2021-11-23

SUID-AFRIKAANSE POLISIEDIENS  
STASIE BEVELVOERDER  
WORCESTER

23 NOV 2021

STATION COMMANDER  
WORCESTER

SOUTH AFRICAN POLICE SERVICE

## Sworn Affidavit – B-BBEE Exempted Micro Enterprise

I, the undersigned,

<b>Full name &amp; Surname</b>	<b>DANFRID JOHN STANFLIET</b>
<b>Identity number</b>	<b>5310045009089</b>

Hereby declare under oath as follows:

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

<b>Enterprise Name</b>	<b>DR AUTOMATION SOLUTIONS (PTY) LTD</b>
<b>Trading Name</b>	<b>DR AUTOMATION SOLUTIOONS (PTY) LTD</b>
<b>Registration Number</b>	<b>2019/563504/07</b>
<b>Enterprise Address</b>	<b>45 JAKARANDA AVE, ROUX PARK, WORCESTER 6850</b>

3. I hereby declare under oath that:

- The enterprise is 51 % black owned;
- The enterprise is 0 % black woman owned;
- Based on the management accounts and other information available on the 2020 financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)

- The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
- 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.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature:** .....

**Date:** .....

**EDWIN RANDAL BOTHA**

Commissioner of Oaths  
 Ref: 9/1/8/2  
 Kerkstraat 66  
 Worcester, 6850

  
 .....

**Commissioner of Oaths**

**Signature and stamp**  
 eOSCM-00102 rev 1.0

# TAX CLEARANCE CERTIFICATE



## TAX COMPLIANCE STATUS

### PIN issued

DR AUTOMATION SOLUTIONS  
45 JAKARANDA AVE  
ROUX PARK  
WORCESTER  
WESTERN CAPE  
6850

#### Enquiries should be addressed to SARS:

##### Contact Detail

SARS  
Alberton  
1528

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

##### Details

Taxpayer Reference Number: 9040927270

Always quote this reference  
number when contacting SARS

Issue Date: 2021/03/18

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	Dr Automation Solutions
Trading Name	DR AUTOMATION SOLUTIONS
Tax Reference Number(s)	IT - 9040927270
Purpose of Request	Tender
Request Reference Number	0045491373TS1803211706536
PIN	9842G6F334
PIN Expiry Date	18/03/2022

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

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

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

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

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

Sincerely

**ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE**

# LETTER OF GOOD STANDING



**labour**

Department:  
Labour  
REPUBLIC OF SOUTH AFRICA



2020042678

CALL CENTER NO: 0860 105 350

REG NO : 990001249643  
FAX NO : 0123456789  
ISSUE DATE : 2021-05-10  
CERTIFICATE NO : 2020042678

**DR AUTOMATION SOLUTIONS  
ROUX PARK  
Worcester  
45 Jakaran Roux Park  
Worcester  
6850**

**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:

**DR AUTOMATION SOLUTIONS**

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

**Nature of business :PLUMBING, CEILING, PARTITIONING, FLOORING ,TILING  
GARDEN, WINDOW & INDUSTRIAL CLEANING, SIGN ERECTION & WRITING**

**Expiry date :2022-04-30**

**IMPORTANT NOTICE:**

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

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

**PLEASE, use the Below link (Website Address) to check if the Letter of Good Standing is valid:  
<https://cfoonline.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>



**MUNICIPAL RATES, TAXES AND CHARGES**  
**DIRECTORS ACCOUNTS**



**BREDE VALLEY**  
MUNICIPALITY - KOUDESKOOT - LAMARCA

KANTOOR URE VIR BETALINGS (08h00 - 15h00) MAANDAG - DONDERDAG EN  
(08h00 - 14h30) VRYDAE (PUBLIEKE VAKANSIE DAE UITGESLUIT)

**VIR ENIGE NAVRAE SKAKEL GERUS U DORPSKANTOOR**

WORCESTER	✉ 53 Baring Street	☎ 023 348 2600	☎ 086 649 5352
TOUWSRIVIER	✉ Logan Street	☎ 023 348 2899	☎ 023 358 1191
DE DOORNS	✉ 4 La Rochelle Street	☎ 023 356 2102	☎ 023 356 2217
RAWSONVILLE	✉ 17 Le Seur Street	☎ 023 348 2935/1/2	☎ 023 349 1603

Blaas die fluitjie - Blow the whistle - Vutheia impempe!!  
TOLLFREE NUMBER: 080 348 2600

VAT / BTW : 4850193659  
PRIVATE BAG X3046, WORCESTER, 6849

**TAX INVOICE / BELASTING FAKTUUR**

Bladsy 2 van 2

MNR/ME DJ STANFLIET  
DAWOODSTRAAT 14  
WORCESTER  
6850

BELASTING FAKTUUR	5755373	EIENDOMS INLIGTING	
REKENING NOMMER	WMUN 105676800104	ERF	8920 000
REKENING DATUM	15/11/2021	DORPSGEBIED	
KWITANSIES GEPOS TOT	15/11/2021	STRAAT ADRES	DAWOODSTRAAT 14
DEBITEUR BTW NOMMER	P	GEDEELTE	
DEPOSITO	270.00-	SONERING	GEN
BESONDERHEDE VAN EIENDOMS WAARDASIE		VERBRUIK	GEN
GROND WAARDASIE		OPPERVLAKTE	
GEBOU WAARDASIE	568000	WOONBUURT	Worcester Noblepark
BOUKLOUSULE			

TRANSAKSIE BESONDERHEDE						
BESKRYWING / DIENS TIPE						BEDRAG
DIENS TIPE	TARIEF	VERBRUIK	BTW	HEFFING	BEDRAG	
Riolering	Riolering	DOMES	1			
** Totale maandelikse saldo:						335.76
<b>OOREENKOMS</b>		<b>TOTAAL BTW</b>	<b>AGTERSTALLIGE</b>	<b>HUIDIGE</b>	<b>VERSKULDIG</b>	
0.00		18.83	0.00	335.76	335.76	

**BOODSKAP**

1 Thank you to all who diligently pay their accounts - especially in these difficult times. We really do appreciate it.  
2 Please email cell phone number to clientupdates@bvm.gov.za to receive service account by MMS.

NB: - SIEN NOTAS OP KEERSY

**DATUM BETAALBAAR** 03/12/2021

**BEDRAG VERSKULDIG** 335.76

**BETAALADVIES**



REKENING NAAM BREEDE VALLEI MUNICIPALITY- Debtors Account  
REKENING NOMMER 1160755124  
TAKKODE 198765  
VARWYSINGS NR. 105676800104  
>>>>>> 9153 3001 0567 6800 1042



REKENING 105676800104

1. **Accounts not received:**  
If you (The consumer) have not received your account by the third working day of the month, please request a copy at your nearest Municipal offices.

2. **Payment venues/hours:**

4 La Rochelle str. De Doorns  
17 Le Seur str. Rawsonville;  
Logan str. Touwsrivier;  
53 Baring str. Worcester;  
45 Baring str. Worcester;

**Mondays to Thursday**  
08:00 – 12:45 & 13:30 – 15:00  
08:00 – 12:45 & 13:30 – 15:00  
08:00 – 12:45 & 13:30 – 15:00  
08:00 – 12:45 & 13:30 – 15:00

Van Huyssteen ave. Worcester;  
Multipurpose Centre, Zwelethemba;

08:00 – 12:45 & 13:30 – 15:00  
08:00 – 12:45 & 13:30 – 15:00

Friday till 14:30 – closed on weekends and public holidays

3. **Enquiries, Appeals and Services Complaints:**

If a customer is convinced that his or her account is inaccurate, an appeal may be lodged in writing with the Manager Financial Services for recalculation of the account. In the interim the debtor must pay the average of the last three months account or an estimate provided by the Financial Manager until the matter is resolved. Failure to make such an agreed interim payment or payments would make the customer liable for disconnection.

4. **Failing to pay your account on the due date (without Arrangement):**

Interest will be levied.  
The consumers electricity will be suspended or disconnected.  
Legal action will follow.

5. **Outstanding amounts:**

Domestic customers in arrears may enter into an agreement to pay the said arrears monthly, failure to do the aforesaid steps Paragraph 4 will be instituted. All business customers must pay their accounts in full on or before the due date.

Direct or Electronic payments at any Nedbank / ATM / Internet.

**Nedbank Details:**

Account Name: **BREDE VALLEY MUNICIPALITY – Debtors Account**  
Account Number: **116 0755 124**  
Branch: 198 765

**(ALWAYS QUOTE YOUR MUNICIPAL ACCOUNT NUMBER AS REFERENCE NUMBER WITH ALL PAYMENTS INCLUDING ATM TRANSFERS / PAYMENTS)**

**You can pay your account at the following EasyPay pay points:**

- Pick & Pay Hypermarkets, Supermarkets, Family Stores and Mini Markets nationwide.
- Shoprite Checkers Money Market Kiosk nationwide.
- Checkers-Hyper Stores customer service area.
- Foodworld, Saveworld and Hypersavers stores in the Western Cape.
- Selected Spar outlets in the Western Cape – Sea Point, Hout Bay, Parow (Century), Die Boord (Stellenbosch), Eastcliff (Hermanus)S and Hopefield.
- Parklands Friendly Grocer Tableview. The Internet on [www.easypay.co.za](http://www.easypay.co.za)

**Account Queries:**

Housing: Rental Units 023 348 2733  
Housing: House and Stand Sales 023 348 2749  
Housing: Self Build Projects: 023 348 2670  
Sundries: 023 348 2662/023 348 2669  
Water & Electricity: 023 348 2662/023 348 2669/023 348 2693/023 348 271  
Rates, Sewerage & Refuse: 023 348 2750/023 348 2664/023 348 2677  
Valuations: 023 348 2672/023 348 2662

Credit Control after hours: 084 448 2841  
Monday – Thursday: 16:30 – 00:30  
Friday: 15:15 – 11:15  
Saturday: 08:00 – 15:00

Call Centre (24hour): 0860 121212

1. **Rekeninge nie ontvang nie:**

Indien u (Die verbruiker) nog nie teen die derde werksdag van die maand u rekening ontvang het nie, vra asseblief 'n afskrif by u naaste munisipale kantoor.

2. **Betaalpunte / Ure:**

La Rochelle str.4, De Doorns  
Le Seur str.17, Rawsonville;  
Logan str. Touwsrivier;  
Baring str. 53, Worcester;  
Baring str. 45, Worcester;

**Maandae tot Donderdae:**  
08:00 – 12:45 & 13:30 – 15:00  
08:00 – 12:45 & 13:30 – 15:00  
08:00 – 12:45 & 13:30 – 15:00  
08:00 – 12:45 & 13:30 – 15:00

Van Huyssteenaan, Worcester;  
Multipurpose Centre, Zwelethemba;

08:00 – 12:45 & 13:30 – 15:00  
08:00 – 12:45 & 13:30 – 15:00

Vrydae tot 14:30 – gesluit op naweke en publieke vakansie dae

3. **Navrae, besware en diensklagtes:**

Indien die klient oortuig is dat sy/haar rekening onakkuraat is, kan 'n beswaar op skrif aan die Bestuurder Finansiële Dienste gerig word vir die herberekening van sodanige rekening. Intussen moet die klient die gemiddeld van die afgelopen drie maande se rekening, of 'n skatting deur die Finansiële Bestuurder voorsien, betaal totdat die aangeleentheid opgelos is. Versuim om so 'n ooreengekome tussentydse betaling of betalings te maak sal die klient blootstel aan alreyn van dienste.

4. **Versuim (Sonder ooreenkoms) om u rekening voor of op die betaaldatum te betaal:**

Rente sal gevorder word.  
Die klient se elektrisiteit sal gesny word.  
Regstappe sal geneem word.

5. **Afgetalige bedrae:**

Huishoudelike gebruikers wat agterstallig is mag 'n afbetalingsooreenkoms aangaan om die genoemde agterstallige bedrae te betaal. Versuim om sodanige ooreenkoms aan te gaan sal gevolg hê dat die stappe by Par. 4 uitgevoer sal word. Alle besighede se rekeninge moet voor of op die betaalagdag ten volle betaal word.

Direkte of Elektroniese inbetalings by enige Nedbank / OTM / Internet.

**Nedbank Besonderhede:**

Rekening Naam: **BREDE VALLEI MUNISIPALITEIT – Debiteure Rekening**  
Rekening Nummer: **116 0755 124**  
Tak: 198 765

**(VERSKAF ALTYD U MUNISIPALE REKENINGSNOMMER AS VERWYSINGSNOMMER MET ALLE INBETALINGS INSLUITENDE OTM OORPLASINGS / INBETALINGS)**

**U kan u rekening by die volgende EasyPay betaalpunte betaal:**

- Pick & Pay Hypermarkets, Supermarkets, Family Stores and Mini Markets nationwide.
- Shoprite Checkers Money Market Kiosk nationwide.
- Checkers-Hyper Stores customer service area.
- Foodworld, Saveworld and Hypersavers stores in the Western Cape.
- Selected Spar outlets in the Western Cape – Sea Point, Hout Bay, Parow (Century), Die Boord (Stellenbosch), Eastcliff (Hermanus)S and Hopefield.
- Parklands Friendly Grocer Tableview. Die internet by [www.easypay.co.za](http://www.easypay.co.za)

**Rekening Navrae:**

Behuising: Huur eenhede: 023 348 2733  
Behuising: Huis en erf verkope: 023 348 2749  
Behuising: Selfbou Projekte: 023 348 2670  
Diverse: 023 348 2692/023 348 2699  
Water & Elektriesiteit: 023 348 2692/023 348 2689/023 348 2687/023 348 2663  
Belasting, Rood en Vuilnis: 023 348 2750/023 348 2664/023 348 2677  
Waardasie: 023 348 2672/023 348 2662

Krediet Beheer na-ure: 084 448 2841  
Maandae – Donderdae: 16:30 – 00:30  
Vrydae: 15:15 – 11:15  
Saterdag: 08:00 – 16:00

Inbelsentrum (24uur): 0860 121212

# PRICING SCHEDULE

Specs

**DEVELOP**

Dynamic balance

[www.develop.eu](http://www.develop.eu)

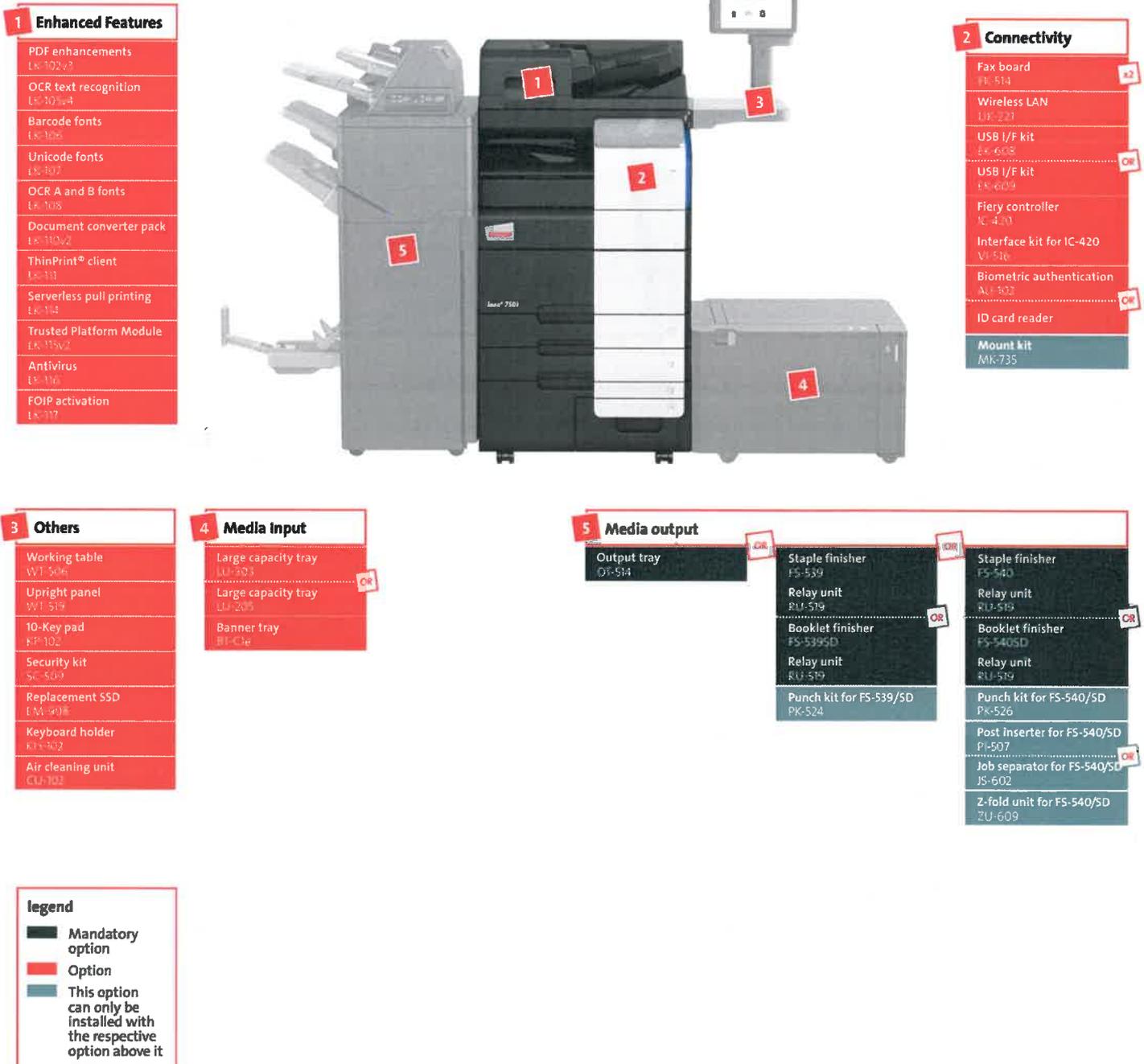


# ineo+ 750i

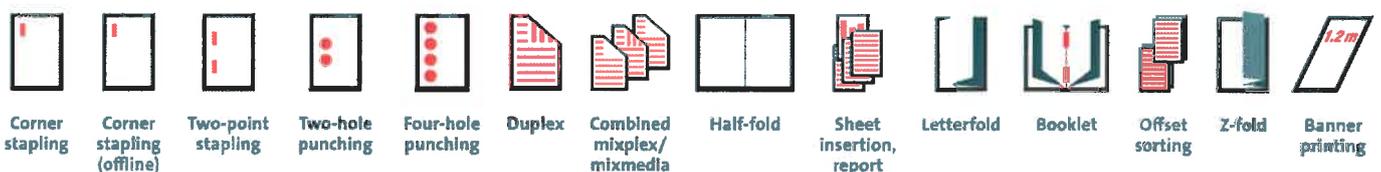


- > Colour A3  
multifunctional
- > Up to 75 ppm

## Option diagram



## Finishing functionalities



## Description

### Enhanced Features

<b>LK-102v3 PDF enhancements</b>	PDF/A(1b), PDF encryption, digital signature
<b>LK-105v4 OCR text recognition</b>	Searchable PDF and PPTX
<b>LK-106 Barcode fonts</b>	Supports native barcode printing
<b>LK-107 Unicode fonts</b>	Supports native Unicode printing
<b>LK-108 OCR A and B fonts</b>	Supports native OCR A and B font printing
<b>LK-110v2 Document converter pack</b>	Generates various file formats incl. DOCX, XLSX and PDF/A
<b>LK-111 ThinPrint® client</b>	Print data compression for reduced network impact
<b>LK-114 Serverless pull printing</b>	Secure and Follow Me printing solution requiring no server application
<b>LK-115v2 Trusted Platform Module</b>	Trusted Platform Module for protection of data encryption and decryption
<b>LK-116 Antivirus</b>	Bitdefender® antivirus provides real time scanning of all incoming and outgoing data
<b>LK-117 FOIP activation</b>	Fax over IP networks (T.38), requires fax kit

### Connectivity

<b>FK-514 Fax board</b>	Super G3 fax, digital fax functionality
<b>UK-221 Wireless LAN</b>	Wireless LAN and wireless LAN Access Point Mode
<b>EK-608 USB I/F kit</b>	USB keyboard connection
<b>EK-609 USB I/F kit</b>	USB keyboard connection; Bluetooth
<b>IC-420 Fiery controller</b>	Professional colour print controller
<b>VI-516 Interface kit for IC-420</b>	Fiery controller interface card
<b>AU-102 Biometric authentication</b>	Finger vein scanner
<b>ID card reader</b>	Various ID card technologies
<b>MK-735 Mount kit</b>	Installation kit for ID card reader

### Others

<b>WT-506 Working table</b>	Authentication device placement
<b>WT-519 Working table</b>	Working table for upright panel
<b>KP-102 10-Key pad</b>	For use instead of touchscreen
<b>SC-509 Security kit</b>	Copy guard function
<b>EM-908 Replacement SSD</b>	1 TB SSD to increase storage space
<b>KH-102 Keyboard holder</b>	To place USB keyboard
<b>CU-102 Air cleaning unit</b>	Improving indoor air quality by reduced emission

### Media Input

<b>LU-303 Large capacity tray</b>	3,000 sheets, A4, 52–256 g/m <sup>2</sup>
<b>LU-205 Large capacity tray</b>	2,500 sheets, A4–SRA3, 52–256 g/m <sup>2</sup>
<b>BT-C1e Banner tray</b>	Multipage banner feeding

### Media Output

<b>OT-514 Output tray</b>	Output tray used instead of finisher
<b>FS-539 Staple finisher</b>	50 sheets stapling; 3,200 sheets max. output
<b>FS-539SD Booklet finisher</b>	50 sheets stapling; 20 sheets booklet finisher; 2,200 sheets max. output
<b>PK-524 Punch kit for FS-539/SD</b>	2/4 hole punching; autoswitching
<b>FS-540 Staple finisher</b>	100 sheets stapling; 3,200 sheets max. output
<b>FS-540SD Booklet finisher</b>	100 sheets stapling; 20 sheets booklet finisher; 2,700 sheets max. output
<b>PK-526 Punch kit for FS-540/SD</b>	2/4 hole punching; autoswitching
<b>RU-519 Relay unit</b>	For FS-539/SD or FS-540/SD installation
<b>PI-507 Post inserter</b>	Cover insertion; post finishing
<b>for FS-540/SD</b>	
<b>JS-602 Job separator</b>	Separation of fax output; etc.
<b>for FS-540/SD</b>	
<b>ZU-609 Z-fold unit</b>	Z-fold for A3 prints
<b>for FS-540/SD</b>	

## Technical specifications

### SYSTEM SPECIFICATIONS

<b>System speed A4</b>	Up to 75/70 ppm (mono/colour)
<b>System speed A3</b>	Up to 37/35 ppm (mono/colour)
<b>Autoduplex speed A4</b>	Up to 75/70 ppm (mono/colour)
<b>1st page out time A4</b>	2.8/3.8 sec. (mono/colour)
<b>Warm-up time</b>	Approx. 17/18 sec. (mono/colour) <sup>1</sup>
<b>Imaging technology</b>	Laser
<b>Toner technology</b>	HD polymerised toner
<b>Panel size/resolution</b>	10.1" / 1024 x 600
<b>System memory</b>	8,192 MB (standard/max)
<b>System hard drive</b>	256 GB SSD (standard) / 1 TB SSD (optional)
<b>Interface</b>	10/100/1,000-Base-T Ethernet; USB 2.0; Wi-Fi 802.11 b/g/n/ac (optional)
<b>Network protocols</b>	TCP/IP (IPv4 / IPv6); SMB; LPD; IPP; SNMP; HTTP(S); Bonjour
<b>Automatic document feeder</b>	Up to 300 originals; A6–A3; 35–210 g/m <sup>2</sup> ; Dualscan ADF
<b>ADF double feed detection</b>	Standard
<b>Printable paper size</b>	A6–SRA3; customized paper sizes; banner paper max. 1,200 x 297 mm
<b>Printable paper weight</b>	52–300 g/m <sup>2</sup>
<b>Paper input capacity</b>	3,650 sheets / 6,650 sheets (standard/max)
<b>Paper tray input (standard)</b>	1x 500; A6–A3; custom sizes; 52–256 g/m <sup>2</sup> 1x 500; A5–SRA3; custom sizes; 52–256 g/m <sup>2</sup> 1x 1,500; A5–A4; 52–256 g/m <sup>2</sup> 1x 1,000; A5–A4; 52–256 g/m <sup>2</sup>
<b>Large capacity tray (optional)</b>	1x 3,000; A4; 52–256 g/m <sup>2</sup> 1x 2,500; A4–SRA3; custom sizes; 52–256 g/m <sup>2</sup>

### SYSTEM SPECIFICATIONS

<b>Manual bypass</b>	150 sheets; A6–SRA3; custom sizes; banner; 60–300 g/m <sup>2</sup>
<b>Finishing modes (optional)</b>	Offset; Group; Sort; Staple; Staple (offline); Punch; Half-fold; Letter-fold; Booklet; Post insertion; Z-fold
<b>Automatic duplexing</b>	A6–SRA3; 52–256 g/m <sup>2</sup>
<b>Output capacity</b>	Up to 200 sheets / up to 3,300 sheets (standard/max)
<b>Stapling</b>	Max. 100 sheets or 98 sheets + 2 cover sheets (up to 300 g/m <sup>2</sup> )
<b>Stapling output capacity</b>	Max. 200 sets
<b>Letter fold</b>	Max. 3 sheets
<b>Letter fold capacity</b>	Max. 50 sets; unlimited (without tray)
<b>Booklet</b>	Max. 20 sheets or 19 sheets + 1 cover sheet (up to 300 g/m <sup>2</sup> )
<b>Booklet output capacity</b>	Max. 35 booklets; unlimited (without tray)
<b>Duty cycle (monthly)</b>	Rec. 80,000 pages; Max. <sup>2</sup> 300,000 pages
<b>Toner lifetime</b>	Black up to 45,000 pages CMY up to 45,000 pages
<b>Imaging unit lifetime</b>	Black up to 240,000/1,000,000 pages (drum/developer) CMY up to 165,000/1,000,000 pages (drum/developer)
<b>Power consumption</b>	220–240 V / 50/60 Hz; Less than 2.10 kW
<b>System dimension (W x D x H)</b>	615 x 688 x 1207 mm (without options)
<b>System weight</b>	Approx. 160.0 kg (without options)

**PRINTER SPECIFICATIONS**

Print resolution	1,800 (equivalent) x 600 dpi; 1200 x 1200 dpi
Page description language	PCL 6 (XL3.0); PCL 5c; PostScript 3 (CPSI 3016); XPS
Operating systems	Windows 7 (32/64); Windows 8.1 (32/64); Windows 10 (32/64); Windows Server 2008 (32/64); Windows Server 2008 R2; Windows Server 2012; Windows Server 2012 R2; Windows Server 2016; Windows Server 2019; Macintosh OS X 10.11 or later; Unix; Linux; Citrix
Printer fonts	80 PCL Latin; 137 PostScript 3 Emulation Latin
Mobile printing	AirPrint (iOS); Mopria (Android) optional: WiFi Direct

**PRINTER SPECIFICATIONS (OPTIONAL)**

Print controller	Embedded Fiery IC-420
Controller CPU	AMD GX-424CC @ 2.4 GHz
Memory/HDD	4,096 MB / 500 GB
Page description language	Adobe PostScript 3 (CPSI 3020); PCL 6; PCL 5c
Operating systems	Windows 7 (32/64); Windows 8.1 (32/64); Windows 10 (32/64); Windows Server 2008 (32/64); Windows Server 2008 R2; Windows Server 2012; Windows Server 2012 R2; Windows Server 2016; Windows Server 2019; Macintosh OS X 10.11 or later; Linux

**SCANNER SPECIFICATIONS**

Scan speed	Up to 140/140 ipm in simplex (mono/colour) Up to 280/280 ipm in duplex (mono/colour)
Scan resolution	Up to 600 x 600 dpi
Scan modes	Scan-to-eMail (Scan-to-Me); Scan-to-SMB (Scan-to-Home); Scan-to-FTP; Scan-to-Box; Scan-to-USB; Scan-to-WebDAV; Scan-to-DPWS; Scan-to-URL; TWAIN scan
File formats	JPEG; TIFF; PDF, Compact PDF; Encrypted PDF; XPS; Compact XPS; PPTX optional: Searchable PDF; PDF/A 1a and 1b; Searchable DOCX/PPTX/XLSX
Scan destinations	2,000 destinations + 100 groups; LDAP support



**DEVELOP**

Konica Minolta Business Solutions Europe GmbH  
Europaallee 17 30855 Langenhagen Germany Phone +49 511 7404-0 www.develop.eu

**COPIER SPECIFICATIONS**

Copy resolution	600 x 600 dpi
Gradation	256 gradations
Multicopy	1-9,999
Original format	Max. A3
Magnification	25-400% in 0.1% steps; Auto-zooming

**FAX SPECIFICATION**

Fax standard	Super G3 (optional)
Fax transmission	Analogue; i-Fax; Colour i-Fax; IP-Fax
Fax resolution	Up to 600 x 600 dpi
Fax compression	MH; MR; MMR; JBIG
Fax modem	Up to 33.6 Kbps
Fax destinations	2,000 single + 100 groups

**USER BOX SPECIFICATIONS**

Storable documents	Up to 3,000 documents or 10,000 pages
Type of user boxes	Public; Personal (with password or authentication); Group (with authentication)
Type of system boxes	Secure print; Encrypted PDF print; Fax receipt; Fax polling

**SYSTEM FEATURES**

Security	ISO 15408 HCD-PP Common Criteria (in evaluation); IP filtering and port blocking; SSL3 and TLS1.0/1.1/1.2 network communication; IPsec support; IEEE 802.1x support; User authentication; Authentication log; Secure print; Kerberos; Hard drive overwrite; Hard drive data encryption (AES 256); Confidential fax; Print user data encryption optional: Antivirus realtime scanning (Bitdefender®); Copy protection (Copy Guard; Password Copy)
Accounting	Up to 1,000 user accounts; Active Directory support (user name + password + e-mail + smb folder); User function access definition; Authentication by mobile device (Android) optional: Biometric authentication (finger vein scanner); ID card authentication (ID card reader); Authentication by mobile device (iOS)
Software	store+find (opt.); convert+share (opt.); Device Manager; Box Operator; Data Administrator (user accounts & cost centres); Card solutions (opt.); EveryonePrint (opt.)

<sup>1</sup> Warm-up time may vary depending on the operating environment and usage

<sup>2</sup> If the maximum volume is reached within a period of one year, then a maintenance cycle must be performed

- All specifications refer to A4-size paper of 80 g/m<sup>2</sup> quality.
- The support and availability of the listed specifications and functionalities varies depending on operating systems, applications and network protocols as well as network and system configurations.
- The stated life expectancy of each consumable is based on specific operating conditions such as page coverage for a particular page size (5% coverage of A4). The actual life of each consumable will vary depending on use and other printing variables including page coverage, page size, media type, continuous or intermittent printing, ambient temperature and humidity.
- Specifications and accessories are based on the information available at the time of printing and are subject to change without notice.
- DEVELOP and ineo are registered trademarks/product titles owned by Konica Minolta Business Solutions Europe GmbH.
- Konica Minolta does not warrant that any specifications mentioned will be error-free.
- All brand and product names may be registered trademarks or trademarks of their respective holders and are hereby acknowledged.

**HOËRSKOOL**  
NOBLESTRAAT  
RIVERVIEW  
6850  
☎ 023-3471180/1  
☎ 023-3470330  
e-pos: [admin@brhs.wcape.school.za](mailto:admin@brhs.wcape.school.za)



**HIGH SCHOOL**  
P.O. BOX 398  
WORCESTER  
6849  
☎ 023-3471180/1  
☎ 023-3470330  
e-mail: [admin@brhs.wcape.school.za](mailto:admin@brhs.wcape.school.za)

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**Aan wie dit mag aangaan.**

**Hiermee getuig bogenoemde skool dat ons die afgelope 2 jaar gebruik maak van die dienste van Dr Automation Solutions (PTY) LTD.**

**Gedurende hierdie tyd het die diensverskaffer hulle onderskei as uitstekende diens gelewer en hulle na-verkoop diens is van bostaande gehalte.**

**Ons sal DR Automation Solutions dus aanbeveel vir enige diens of tender waarvoor hulle geskik is.**

**Dank by voorbaat.**

**H.L.May.....  
(Prinsipaal)**

Wes-Kaap Onderwysdepartement  
HOËRSKOOL BREËRIVIER  
Posbus 398, Worcester, 6849  
Tel: (023) 347 1180/1  
Fax: (023) 347 0330

**Datum : 24/11/2021**

**NUWE HOOP-SENTRUM VIR GEHOORGESTREMDES**

Privaatsak X3047 / Private Bag X3047

Worcester 6849

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LEIPOLDTLAAN 160 / 160 LEIPOLDT AVENUE WORCESTER 6850

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23 November 2021

**TO WHOM IT MAY CONCERN**

It is with much enthusiasm that I am writing to recommend the services of DR Automation Solutions.

Our relationship stretch over a period of two years and we have been completely satisfied with their performance. The used machines they installed work perfectly and in cases of glitches, they are very prompt and punctual when called out.

They are very reasonable prized and are always willing to support our school if asked.

I am happy to recommend the services of DR Automation Solutions. If you have any questions, feel free to contact me.

Regards.

Ernest Humphreys  
School Principal

**DEALERSHIP CERTIFICATE**

**DEVELOP SOUTH AFRICA**

**Head Office**  
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Johannesburg  
PO Box 1851, Mondeor, 2110  
Tel: +27 11 661-9191/2  
[www.develop.co.za](http://www.develop.co.za)

23<sup>rd</sup> November 2021

To Whom It May Concern,

This letter serves to confirm that **DR Automated Solutions (Pty) Ltd**, Account Number: **60143**, is an authorized business partner of DEVELOP South Africa. **DR Automated Solutions (Pty) Ltd** also has the qualified technical resources to service, maintain and upgrade both the Konica Minolta bizhub and DEVELOP Ineo brands.

DEVELOP South Africa only sells its products and services through an approved dealer partner channel countrywide; this is to ensure that customers receive focused service and support from both a sales and technical point of view. In the event that **DR Automated Solutions (Pty) Ltd** cannot service the client, Develop will take over the maintenance of the machine.

Yours Sincerely



Sudhir Daya

General Manger  
Develop South Africa