



## ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

- Q 2021/066: SUPPLY AND DELIVERY OF 3 x MUNICIPAL ROBES
- T 2021/012: INTERNET SERVICES FOR A THREE-YEAR PERIOD X 2
- T 2021/013: PROVISION AND MAINTENANCE OF CHEMICAL TOILETS AT SANDHILLS FOR THE PERIOD 01 JULY 2021 TO 30 JUNE 2024

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

Received by [Signature] Date 17/11/2021



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

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**TENDER NUMBER: T 2021/012**  
**INTERNET SERVICES A THREE-YEAR PERIOD**

COMPANY NAME: EOH Network Solutions a.d.o. EOH Mthombo (PTY) Ltd  
.....  
POSTAL ADDRESS: PO Box 59, Bruma, 2026  
.....  
.....

**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

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**T 2021/012**  
**INTERNET SERVICES A THREE-YEAR PERIOD**

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## **A. TENDER NOTICE**

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Tenders are hereby invited for internet services for a three-year period.

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

**Closing date: 11:00 on Tuesday, 21 September 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 R 230.00 per document.

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

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

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

**HF PRINS  
MUNICIPAL MANAGER**

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

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

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

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

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

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

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

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

### **2. Validity Period**

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

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

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

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

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

### **4. Completion of Tender Documents**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Opening, Recording and Publications of Tenders Received**

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

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

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

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

**11. Evaluation of Tenders**

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

**12. Subcontracting**

The Contractor shall not subcontract the whole of the contract.

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

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

**13. Extension of Contract**

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

**14. Past Practices**

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

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

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

## 15. Persons in the service of the state

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

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

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

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

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

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

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

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

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

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

### Bidders other than EMEs

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

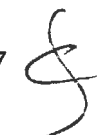
### Bidders who qualify as EMEs

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

## VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

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

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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 prescriptions 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. 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
<b>1</b>	<b>20</b>
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 2021/012	Closing date:	21/09/2021	Closing time:	11h00
Description	INTERNET SERVICES A THREE-YEAR PERIOD				
<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>					
SUPPLIER INFORMATION					
Name of bidder	EOH Network Solutions a.d.o. EOH Mthombo (PTY) Ltd				
Postal address	PO Box 59, Bruma, 2026				
Street address	1 Osborne Lane, Gillooly's View, Bedfordview, Gauteng				
Telephone number	Code	011	Number	607 8100	
Cell phone number	082 900 3262				
E-mail address	kim.sacree@eoh-ns.co.za				
VAT registration number	4320172499				
Tax compliance status	TCS PIN:	F46D25392V	OR	CSD No:	MAAA 0004972
B-BBEE status level verification certificate [tick applicable box]	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no		B-BBEE status level sworn affidavit	<input 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 checked="" type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered	1		Total bid price	R 3,538,338.52	
Signature of bidder			Date	17 September 2021	
Capacity under which this bid is signed	Executive Head – Western Cape Sales				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Abdul Gabier				
Telephone number	021 888 5171				
E-mail address	agabier@capewinelandsgov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewinelandsgov.za				

**TERMS AND CONDITIONS FOR BIDDING – PART B**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

Signature(s): ..... 

Name(s): ..... David Thompson

Capacity for the Tenderer: ..... Executive Head – Western Cape Sales

Date: ..... 17 September 2021

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

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### **1. INTRODUCTION**

The Cape Winelands District Municipality intends to appoint an internet provider to provide internet services at all listed facilities across the District Municipality. The Cape Winelands District Municipality regional offices are located in the Cape Winelands District, in the following towns: Stellenbosch, Worcester, Paarl, Ceres and Robertson.

### **2. BACKGROUND INFORMATION**

The Cape Winelands District Municipality (CWDM) has a Wide Area Network (WAN) for connecting the CWDM regional offices to the CWDM Head Office. The current internet services are centralised with a shared breakout point. The CWDM intends to move away from a centralised service towards a service whereby each location has its own internet service which will operate independently from other sites.

The CWDM will provide the following infrastructure to the successful bidder:

- supply of UPS
- earthing,
- providing space for keeping the equipment related to establishing links
- building earthing for commissioning of Network / Telecom devices

### **3. SCOPE OF WORK**

The appointed service provider must provide the CWDM with internet services including the following:

#### **3.1. Installation and Implementation of internet services**

- 3.1.1. The bidder is responsible to provide internet services at each of the sites mentioned for internet services in this tender.
- 3.1.2. The bidder must supply a static external IP at each site.
- 3.1.3. If required for installation, the bidder must arrange the required approval from local Municipality/authorized agency for road cutting, digging, laying fiber etc.
- 3.1.4. The bidder shall indicate the site preparation requirements for installation and equipment in terms of the size and weight, power requirements and environmental requirements such as temperature and relative humidity.
- 3.1.5. The bidder shall be responsible to confirm whether the site is made ready as per the requirements before installing and commissioning links.
- 3.1.6. The CWDM requires that all last mile connectivity be delivered over fiber where possible, or over a licensed based Radio Frequency (RF) technology where fiber is not feasible. Copper and unlicensed wireless links are not an option.
- 3.1.7. Fiber is used as the generic term describing the quality of the throughput.
- 3.1.8. Ownership, maintenance, and upkeep of the equipment are the bidder's responsibility and the CWDM will not be responsible for any damage to bidder's equipment due to voltage fluctuation, surge, earthing issues etc. Replacement of faulty equipment/ rectification of the same are under the scope of the bidder and the same must be provided at no extra cost to the CWDM.

- 3.1.9. The software or firmware for the equipment provided by the bidder as part of this bid is the responsibility of the bidder. The bidder must maintain all relevant software to the current stable versions at no additional cost. Any vulnerability identified in the equipment provided should be patched by the bidder.
- 3.1.10. Bidders' equipment must be labeled as per CWDM instructions.
- 3.1.11. The bidder shall provide all required equipment and services, whether or not explicitly mentioned in this tender document to ensure the intent of specification, completeness, operability, maintainability and upgradeability of the solution.
- 3.1.12. The bidder must take all steps necessary to ensure the safety of their personnel during execution of the contract and will be liable for any consequences due to omission or act of the bidder.
- 3.1.13. The bidder shall ensure cleanliness and safety of the site (work area) during execution of the contract.
- 3.1.14. All costs related to the successful execution of the contract must be for the account of the bidder

**3.2. Special conditions in respect of the internet services required**

- 3.2.1. The CWDM require a static and public IP address that is routable and reachable over the internet.
- 3.2.2. The Network should have safeguards and security against unauthorized access, tapping and sniffing of data.
- 3.2.3. The CWDM's network segments are connected via the CWDM cloud. The bidder must facilitate the connectivity to the CWDM cloud.
- 3.2.4. The following tasks are required to be carried out by the selected bidder for ensuring maximum uptime as part of the internet service delivery:
- The supplier shall provide maintenance services during the period of contract as per standards defined by the equipment vender for their equipment.
  - Troubleshooting / repair /restoration of all supplied networking equipment and other components (if any).
  - Reconfiguration which includes de-installation/re-installation/shifting of links in case the situation demands.
  - The bidder must offer round the clock (24x7x365 basis) access to skilled technical manpower to deal with faults and escalations.

**4. SPECIAL CONDITIONS FOR EXISTING LINKS AND PLANNED CONNECTIVITY**

- 4.1. Special Conditions of employment for existing links and planned connectivity refers to the ongoing services that are required for the duration of the tender
- 4.1.1. CWDM requires minimum internet uptimes at its various sites. The minimum uptimes are labeled "High" and "Medium". The branches and links are referred to in 4.2. Our expectations are as follows:
- 4.1.2. Each site will have an external static IP with Stellenboch having 10

- 4.1.3. Sites with a high uptime require a guaranteed link uptime of 99% over a month.
- 4.1.4. Sites with a medium uptime require a guaranteed link uptime of 98.5% over a month.
- 4.1.5. Uptime measurement excludes scheduled downtime and maintenance,
- 4.1.6. Power failures at CWDM sites and disruptions caused by infrastructure owned by CWDM (for example UPS failures) and fiber breaks are excluded.

**4.2. Table for Branches and Links**

The table below lists the CWDM sites that require internet. It provides the location and the current internet service and the planned internet service requirements for this tender.

Branch Name	Uptime	Latitude	Longitude	Current	Planned	External IP
<b>Stellenbosch HQ</b>	High	33°56'06.38"S	18°51'30.37"E	100Mbs Fiber	100Mbs Fiber	10
<b>Stellenbosch Health, Disaster &amp; Fire Control</b>	Medium	33°55'38.97"S	18°51'26.40"E	20Mbs Fiber	20Mbs Fiber	1
<b>Stellenbosch Roads Depot &amp; Fire Station</b>	Medium	33°55'38.97"S	18°51'21.70"E	20Mbs Fiber	20Mbs Fiber	1
<b>Worcester HQ</b>	High	33°38'55.34"S	19°26'17.66"E	50Mbs Fiber	50Mbs Fiber	1
<b>Worcester Roads Depot</b>	Medium	33°38'07.31"S	19°27'57.77"E	20Mbs Fiber	20Mbs Fiber	1
<b>Worcester Emergency Medical DR</b>	Medium	33°38'38.64"S	19°27'23.67"E	20Mbs Fiber	20Mbs Fiber	1
<b>Worcester Fire Station, Eerste Begin, Brandwacht</b>	Medium	33°35'21.53"S	19°26'48.68"E	10Mbs Fiber	10Mbs Fiber	1
<b>Paarl HQ</b>	High	33°44'29.22"S	18°57'43.53"E	50Mbs Fiber	50Mbs Fiber	1
<b>Paarl HQ DR P2P layer 2 Stellenbosch HQ</b>	Medium	33°44'29.22"S	18°57'43.53"E	0	20Mbs Fiber	1
<b>Paarl Roads Depot</b>	Medium	33°42'31.43"S	18°58'11.98"E	10Mbs Fiber	10Mbs Fiber	1
<b>Paarl Fire Station, Nieuwedrift</b>	Medium	33°41'15.77"S	18°57'46.32"E	10Mbs Radio	10Mbs Radio	1
<b>Ceres HQ</b>	High	33°22'06.56"S	19°18'33.88"E	20Mbs Fiber	20Mbs Fiber	1
<b>Ceres Depot</b>	Medium	33°21'38.28"S	19°19'36.19"E	10Mbs Fiber	10Mbs Fiber	1
<b>Robertson HQ</b>	High	33°48'08.59"S	19°52'55.67"E	20Mbs Fiber	20Mbs Fiber	1
<b>Robertson Roads Depot</b>	Medium	33°48'39.74 "S	19°53'01.97"E	10Mbs Fiber	10Mbs Fiber	1
<b>Robertson Fire Station</b>	Medium	33°48'37.82"S	19°53'00.59"E	10Mbs Fiber	10Mbs Fiber	1

**4.2.1. Calculation of Internet Uptime**

The CWDM operational hours are not limited to "office hours". The CWDM operates 24 hours a day 7 days a week including public holidays.



#### 4.2.2. Penalty Calculations for Internet Uptime

The internet is a critical feature of the CWDM sites and every effort must be made to ensure internet connectivity. To that end, penalties will be applied for non performance. The calculation for non-performance are as follows

a) For a high uptime, the uptime penalty in percentage of total monthly payment is:

Uptime Required	Penalty stage	Penalty amount
99%	> 97.5% to < 98.5%	10
99%	> 96.0% to < 97.5%	20
99%	> 95.0% to < 96.0%	30

b) For a medium uptime, the uptime penalty in percentage of total monthly payment is:

Uptime Required	Penalty stage	Penalty amount
98%	$\geq 98.0\%$	0
98%	> 96.0% to < 97.0%	10
98%	> 96.0% to < 97.0%	20
98%	> 94.0% to < 95%	30

Please refer to attached technical response document.

#### 4.3. Performance Reporting

The selected bidder is bound to demonstrate the performance of all the links, as required by the CWDM during commissioning of the links and during the service period of the links.

The bidder must provide link status, uptime, downtime, capacity, utilization and other parameters through a web portal to the CWDM on real/near real time basis. However, the CWDM can also deploy its own tool to monitor the links and the bidder must provide CWDM with the required read-only device access to obtain monitoring data.

The bidder must perform proactive monitoring of links and fault detection and management.

The bidder must provide the following information in a monthly report to CWDM:

- a. Monthly report on utilization for each link
- b. Monthly report on SLA adherence for each link
- c. Report of call lodged for rectification for each link
- d. Root cause analysis for all performance and availability problem that occur. Formal root cause analysis should be delivered in the monthly report, including explanation of the root cause and corrective and preventative actions taken.
- e. Action plan to prevent re-occurrence, with project plan / tasks required and timing for each major milestone of the correction effort, and identification of the CWDM's responsibilities in the correction process.

#### 5. PROJECT TIMELINES

The appointed bidder will be required to start immediately after acceptance of the tender. The implementation of the bidder's solution and internet services must be working on a date mutually agreed upon between the successful bidder and the Municipality. After

completion of project implementation, a maintenance and services agreement will be entered into for a period of **not exceeding 30 June 2024**, subject to annual review of the service provider's performance. **Please note that the contract might not run for a full three-year period as the expiry date of the contract may not exceed 30 June 2024.** The contract commencement date will be the date that the Municipality accepts the offer/bid.

**6. TECHNICAL EVALUATION CRITERIA**

The mandatory technical requirement must be met in order to be considered. Failure to provide evidence will lead to disqualification.

**6.1. Technical requirements**

Bidders shall provide full and accurate answers to the questions posed in this document, and, where required explicitly state either "Comply/Not Comply" regarding compliance with the requirements. Bidders **must** substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/ technical requirements; failure to substantiate may lead to the bidder being disqualified.

CASA License Certificate	Comply	Not Comply
The bidder must have a valid license to operate and provide ISP services. The bidder must submit a valid ICASA License Certificate as proof that they are licensed to operate and provide ISP services and must list their license numbers.	✓	
<p><b>Substantiate / Comments</b></p> <p>Please refer to attached ICASA Certificates</p>		

<b>BIDDER'S EXPERIENCE</b>	<b>Comply</b>	<b>Not Comply</b>
<p>The bidder must demonstrate relevant experience in provisioning of Internet services. The bidder must supply proof of delivering internet services that meets the scope of work by providing evidence of:</p> <p>1<sup>st</sup> line support capability  On-site support capability  Help desk capability  Reference site where internet services are supplied</p>	✓	
<p><b>Substantiate / Comments</b></p> <p>Please refer to attached technical response document: 9.3.2  Please refer to attached Client Reference Letter</p>		

<b>NETWORK SECURITY</b>	<b>Comply</b>	<b>Not Comply</b>
<p>The Network must have safeguards and security against attacks (flooding, man in the middle, Denial of Service, etc.), unauthorized access, tapping and sniffing of data on the WAN.</p> <p>The bidder must indicate how this requirement will be fulfilled</p>	✓	
<p><b>Substantiate / Comments</b></p> <p>Please refer to attached technical response document: 9.3.3</p>		

<b>The bidder must provide a detailed proposal of how the following requirements will be achieved.</b>	<b>Comply</b>	<b>Not Comply</b>
<p>a) The bidder must provide Web Portal with log on through credentials and view health of the links to monitor link status, uptime, downtime, capacity, utilization, through a web portal to the CWDM on near real time basis.</p> <p>The bidder must substantiate how this requirement will be met with print screens of the web portal.</p>	✓	
<p>b) The bidder will be required to monitor the performance of the network in terms of the following views using their own tools. Please elaborate how this will be done:</p> <ul style="list-style-type: none"> <li>• Availability</li> <li>• Reachability / Accessibility</li> <li>• Utilisation against Capacity</li> </ul>	✓	
<p><b>Substantiate / Comments</b></p> <p style="text-align: center;">Please refer to attached technical response document: 9.3.4</p>		

<b>BANDWIDTH</b>	<b>Comply</b>	<b>Not Comply</b>
<p>The bidder will be required to maintain and ensure guaranteed matching of the last mile bandwidth capacity.</p> <p>The bidder must substantiate how this will be offered and guaranteed on their network.</p>	✓	
<p><b>Substantiate / Comments</b></p> <p style="text-align: center;">Please refer to attached technical response document: 9.3.5</p>		

## 7. EVALUATION AND AWARD

The bidder must have a valid license to operate and provide ISP services. The bidder must at the closing date of the bid, submit a valid ICASA License Certificate number or alternatively proof of payment and their previous certificate if the bidder is in the process of renewal, as proof that they are licensed to operate and provide ISP services. Failure to provide proof will result in disqualification.

The tender will be evaluated per geographic area, however the CWDM reserves the right to award to one bidder.

## 8. LOGISTICAL REQUIREMENTS

The appointed bidder will be required to start immediately after acceptance of the tender. The implementation of the bidder's solution and internet services must be working on a date mutually agreed upon between the successful bidder and the Municipality. After completion of project implementation, a maintenance and services agreement will be entered into for a period of **not exceeding 30 June 2024**, subject to annual review of the service provider's performance. **Please note that the contract might not run for a full three-year period as the expiry date of the contract may not exceed 30 June 2024. The contract commencement date will be the date that the Municipality accepts the offer/bid.**

## 9. REMUNERATION

- a) No upfront payments will be made.
- b) Payments for installation and/or equipment will be made on satisfactory delivery/implementation of the required product or service.
- c) Internet bandwidth and usage will be paid monthly.

**G. FORM OF OFFER**

**OFFER**

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


**T 2021/012: INTERNET SERVICES A THREE-YEAR PERIOD**

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

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

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

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

Signature(s): ..... 

Name(s): David Thompson

Capacity for the Tenderer: Executive Head – Western Cape Sales

Name of organization: EOH Network Solutions a.d.o. EOH Mthombo (PTY) Ltd

Name and Signature of Witness: .....  Date: 17 September 2021

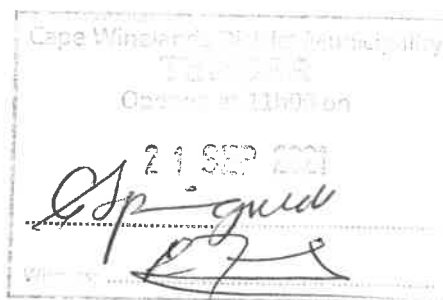
THE CONTRACT WILL RUN FOR 36 MONTHS. THE CONTRACT IS BROKEN UP INTO 12 MONTH PIECES. BELOW REPRESENTS MONTH 1 TO MONTH 12

The tables below describe the CWDM site locations along with their internet requirements and uptimes. The bidder is required to indicate the setup cost and the monthly cost in the table. Each table represents the sites in a town.

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

Year 1 - Table A: Stellenbosch							
Branch Name	Latitude	Longitude	Link Speed	Link Type	SLA	Once Off Setup Cost Incl. VAT	Monthly Cost Incl. VAT
Stellenbosch HQ	33°56'06.38"S	18°51'30.37"E	100 Mbps	Fiber	High	R 1,725.00	R 14,284.73
Stellenbosch Health, Disaster & Fire Control	33°55'38.97"S	18°51'26.40"E	20 Mbps	Fiber	High	R 1,725.00	R 6,698.75
Stellenbosch Roads Depot & Fire Station	33°55'38.97"S	18°51'21.70"E	20 Mbps	Fiber	Medium	R 1,725.00	R 7,279.50
Any other cost that is required for a successful deployment: Setup of 20Mbps P2P to Paarl HQ						R 862.50	R 0.00

Year 1 - Table B: Worcester							
Branch Name	Latitude	Longitude	Link Speed	Link Type	SLA	Once Off Setup Cost Incl. VAT	Monthly Cost Incl. VAT
Worcester HQ	33°38'55.34"S	19°26'17.66"E	50 Mbps	Fiber	High	R 1,725.00	R 9,033.25
Worcester Roads Depot	33°38'07.31"S	19°27'57.77"E	20 Mbps	Fiber	Medium	R 1,725.00	R 6,549.25
Worcester Fire Station, Eerste Begin, Brandwacht	33°35'21.53"S	19°26'48.68"E	10 Mbps	Fiber	Medium	R 1,725.00	R 5,375.10
Worcester Emergency Medical DR	33°38'38.64"S	19°27'23.67"E	20 Mbps	Fiber	Medium	R 1,725.00	R 5,991.50
Any other cost that is required for a successful deployment						R 0.00	R 0.00



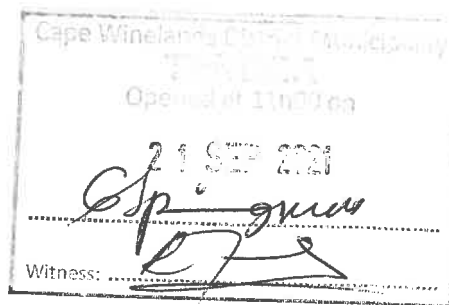
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Year 1 - Table C: Paarl							
Branch Name	Latitude	Longitude	Link Speed	Link Type	SLA	Once Off Setup Cost Incl. VAT	Monthly Cost Incl. VAT
Paarl HQ	33°44'29.22"S	18°57'43.53"E	50 Mbps	Fiber	High	R 1,725.00	R 10,098.73
Paarl Roads Depot	33°42'31.43"S	18°58'11.98"E	10 Mbps	Fiber	Medium	R 1,725.00	R 5,238.25
Paarl Fire Station, Nieuwedrift	33°41'15.77"S	18°57'46.32"E	10 Mbps	Radio	Medium	R 1,725.00	R 3,427.00
Any other cost that is required for a successful deployment: Setup of 20Mbps P2P to Stellenbosch HQ						R 862.50	R 0.00

Year 1 - Table D: Robertson							
Branch Name	Latitude	Longitude	Link Speed	Link Type	SLA	Once Off Setup Cost Incl. VAT	Monthly Cost Incl. VAT
Robertson HQ	33°48'08.59"S	19°52'55.67"E	20 Mbps	Fiber	High	R 1,725.00	R 6,503.25
Robertson Roads Depot	33°48'39.74"S	19°53'01.97"E	10 Mbps	Fiber	Medium	R 1,725.00	R 2,190.75
Robertson Fire Station	33°48'37.82"S	19°53'00.59"E	10 Mbps	Fiber	Medium	R 1,725.00	R 2,190.75
Any other cost that is required for a successful deployment						R 0.00	R 0.00

Year 1 - Table E: Ceres							
Branch Name	Latitude	Longitude	Link Speed	Link Type	SLA	Once Off Setup Cost Incl. VAT	Monthly Cost Incl. VAT
Ceres HQ	33°22'06.56"S	19°18'33.88"E	20 Mbps	Fiber	High	R 1,725.00	R 4,858.75
Ceres Depot	33°21'38.28"S	19°19'36.19"E	10 Mbps	Fiber	Medium	R 1,725.00	R 4,979.50
Any other cost that is required for a successful deployment						R 0.00	R 0.00

**Note: Installation cost must be inclusive of all related cost e.g. labour, consumables and disbursements.**



DT §



**THE CONTRACT WILL RUN FOR 36 MONTHS. THE CONTRACT IS BROKEN UP INTO 12 MONTH PIECES. BELOW REPRESENTS MONTH 13 TO MONTH 24**

The tables below describe the CWDM's site locations along with their internet requirements and uptimes. The bidder is required to indicate any additional cost related to "setup" which might occur in the second year under *"Any other cost that is required for a successful deployment"* as the Municipality assumes that all the requirements related to setup are in place and were done in the first year of the contract. Each table represents the sites in a town.

Year 2 - Table A: Stellenbosch						
Branch Name	Latitude	Longitude	Link Speed	Link Type	SLA	Monthly Cost Incl. VAT
Stellenbosch HQ	33°56'06.38"S	18°51'30.37"E	100 Mbps	Fiber	High	R 14,713.27
Stellenbosch Health, Disaster & Fire Control	33°55'38.97"S	18°51'26.40"E	20 Mbps	Fiber	High	R 6,899.71
Stellenbosch Roads Depot & Fire Station	33°55'38.97"S	18°51'21.70"E	20 Mbps	Fiber	Medium	R 7,497.89
Any other cost that is required for a successful deployment						R 0.00

Year 2 - Table B: Worcester						
Branch Name	Latitude	Longitude	Link Speed	Link Type	SLA	Monthly Cost Incl. VAT
Worcester HQ	33°38'55.34"S	19°26'17.66"E	50 Mbps	Fiber	High	R 9,304.25
Worcester Roads Depot	33°38'07.31"S	19°27'57.77"E	20 Mbps	Fiber	Medium	R 6,745.73
Worcester Fire Station, Eerste Begin, Brandwacht	33°35'21.53"S	19°26'48.68"E	10 Mbps	Fiber	Medium	R 5,536.35
Worcester Emergency Medical DR	33°38'38.64"S	19°27'23.67"E	20 Mbps	Fiber	Medium	R 6,171.25
Any other cost that is required for a successful deployment						R 0.00

Cape Town  
 21 SEP 2021  
 [Signature]  
 Witness: [Signature]

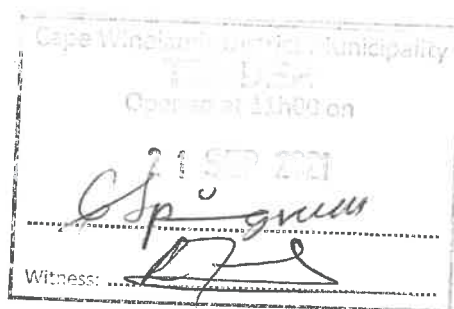
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Year 2 - Table C: Paarl						
Branch Name	Latitude	Longitude	Link Speed	Link Type	SLA	Monthly Cost Incl. VAT
Paarl HQ	33°44'29.22"S	18°57'43.53"E	50 Mbps	Fiber	High	R 10,401.69
Paarl Roads Depot	33°42'31.43"S	18°58'11.98"E	10 Mbps	Fiber	Medium	R 5,395.40
Paarl Fire Station, Nieuwedrift	33°41'15.77"S	18°57'46.32"E	10 Mbps	Radio	Medium	R 3,529.81
Any other cost that is required for a successful deployment						R 0.00

Year 2 - Table D: Robertson						
Branch Name	Latitude	Longitude	Link Speed	Link Type	SLA	Monthly Cost Incl. VAT
Robertson HQ	33°48'08.59"S	19°52'55.67"E	20 Mbps	Fiber	High	R 6,698.35
Robertson Roads Depot	33°48'39.74"S	19°53'01.97"E	10 Mbps	Fiber	Medium	R 2,256.47
Robertson Fire Station	33°48'37.82"S	19°53'00.59"E	10 Mbps	Fiber	Medium	R 2,256.47
Any other cost that is required for a successful deployment						R 0.00

Year 2 - Table E: Ceres						
Branch Name	Latitude	Longitude	Link Speed	Link Type	SLA	Monthly Cost Incl. VAT
Ceres HQ	33°22'06.56"S	19°18'33.88"E	20 Mbps	Fiber	High	R 5,004.51
Ceres Depot	33°21'38.28"S	19°19'36.19"E	10 Mbps	Fiber	Medium	R 5,128.89
Any other cost that is required for a successful deployment						R 0.00

**Note: Installation cost must be inclusive of all related cost e.g. labour, consumables and disbursements.**



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**THE CONTRACT WILL RUN FOR 36 MONTHS. THE CONTRACT IS BROKEN UP INTO 12 MONTH PIECES. BELOW REPRESENTS MONTH 25 TO MONTH 36**

The tables below describe the CWDM's site locations along with their internet requirements and uptimes. The bidder is required to indicate any additional cost related to "setup" which might occur in the second year under "*Any other cost that is required for a successful deployment*" as the Municipality assumes that all the requirements related to setup are in place and were done in the first year of the contract. Each table represents the sites in a town.

Year 3 - Table A: Stellenbosch						
Branch Name	Latitude	Longitude	Link Speed	Link Type	SLA	Monthly Cost Incl. VAT
Stellenbosch HQ	33°56'06.38"S	18°51'30.37"E	100 Mbps	Fiber	High	R 15,154.66
Stellenbosch Health, Disaster & Fire Control	33°55'38.97"S	18°51'26.40"E	20 Mbps	Fiber	High	R 7,106.70
Stellenbosch Roads Depot & Fire Station	33°55'38.97"S	18°51'21.70"E	20 Mbps	Fiber	Medium	R 7,722.82
Any other cost that is required for a successful deployment						R 0.00

Year 3 - Table B: Worcester						
Branch Name	Latitude	Longitude	Link Speed	Link Type	SLA	Monthly Cost Incl. VAT
Worcester HQ	33°38'55.34"S	19°26'17.66"E	50 Mbps	Fiber	High	R 9,583.37
Worcester Roads Depot	33°38'07.31"S	19°27'57.77"E	20 Mbps	Fiber	Medium	R 6,948.10
Worcester Fire Station, Eerste Begin, Brandwacht	33°35'21.53"S	19°26'48.68"E	10 Mbps	Fiber	Medium	R 5,702.44
Worcester Emergency Medical DR	33°38'38.64"S	19°27'23.67"E	20 Mbps	Fiber	Medium	R 6,356.38
Any other cost that is required for a successful deployment						R 0.00



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Year 3 - Table C: Paarl						
Branch Name	Latitude	Longitude	Link Speed	Link Type	SLA	Monthly Cost Incl. VAT
Paarl HQ	33°44'29.22"S	18°57'43.53"E	50 Mbps	Fiber	High	R 10,713.74
Paarl Roads Depot	33°42'31.43"S	18°58'11.98"E	10 Mbps	Fiber	Medium	R 5,557.26
Paarl Fire Station, Nieuwedrift	33°41'15.77"S	18°57'46.32"E	10 Mbps	Radio	Medium	R 3,635.70
Any other cost that is required for a successful deployment						R 0.00

Year 3 - Table D: Robertson						
Branch Name	Latitude	Longitude	Link Speed	Link Type	SLA	Monthly Cost Incl. VAT
Robertson HQ	33°48'08.59"S	19°52'55.67"E	20 Mbps	Fiber	High	R 6,699.30
Robertson Roads Depot	33°48'39.74"S	19°53'01.97"E	10 Mbps	Fiber	Medium	R 2,324.17
Robertson Fire Station	33°48'37.82"S	19°53'00.59"E	10 Mbps	Fiber	Medium	R 2,324.17
Any other cost that is required for a successful deployment						R 0.00

Year 3 - Table E: Ceres						
Branch Name	Latitude	Longitude	Link Speed	Link Type	SLA	Monthly Cost Incl. VAT
Ceres HQ	33°22'06.56"S	19°18'33.88"E	20 Mbps	Fiber	High	R 5,154.65
Ceres Depot	33°21'38.28"S	19°19'36.19"E	10 Mbps	Fiber	Medium	R 5,282.75
Any other cost that is required for a successful deployment						R 0.00

**Note: Installation cost must be inclusive of all related cost e.g. labour, consumables and disbursements.**

Cape Winelands District Municipality  
 21 SEP 2021  
 [Signature]  
 [Signature]

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**TABLE COST SUMMARY PER CITY**

The tables below are a summary of costs per town for the three years mentioned in this tender. The tender will be awarded per town based on the total costs for providing the required internet services for that town. Note that the installation costs covers all three years.

<b>Table A: Stellenbosch</b>			
<b>Year 1</b>			
<b>Branch Name</b>	<b>Cost per month including VAT</b>	<b>Qty.</b>	<b>Total cost including VAT</b>
Once Off Setup Cost + any other costs (3-year warrantee)			R 5,175.00
Stellenbosch HQ	R 14,284.73	12	R 171,416.70
Stellenbosch Health, Disaster & Fire Control	R 6,698.75	12	R 80,385.00
Stellenbosch Roads Depot & Fire Station	R 7,279.50	12	R 87,354.00
Total costs for year 1			R 344,330.70
<b>Year 2</b>			
Stellenbosch HQ	R 14,713.27	12	R 176,559.20
Stellenbosch Health, Disaster & Fire Control	R 6,899.71	12	R 82,796.55
Stellenbosch Roads Depot & Fire Station	R 7497.89	12	R 89,974.62
Total costs for year 2			R 349,330.37
<b>Year 3</b>			
Stellenbosch HQ	R 15,154.66	12	R 181,855.98
Stellenbosch Health, Disaster & Fire Control	R 7,106.70	12	R 85,280.45
Stellenbosch Roads Depot & Fire Station	R 7,722.82	12	R 92,673.86
Total costs for year 3			R 359,810.28
Total for year1, 2 and 3			R 1,053,471.35

X

X

X

Lape Windon (Pty) Ltd Municipality  
 Stellenbosch  
 Received at 11:00 on  
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Table B: Worcester			
Year 1			
Branch Name	Cost per month including VAT	Qty.	Total cost including VAT
Once Off Setup Cost + any other costs (3-year warrantee)			R 6,900.00
Worcester HQ	R 9,033.25	12	R 108,399.00
Worcester Roads Depot	R 6,549.25	12	R 78,591.00
Worcester Fire Station, Eerste Begin, Brandwacht	R 5,375.10	12	R 64,501.20
Worcester Emergency Medical DR	R 5,991.50	12	R 71,898.00
Total costs for year 1			R 330,289.20
Year 2			
Worcester HQ	R 9,304.25	12	R 111,650.97
Worcester Roads Depot	R 6,745.73	12	R 80,948.73
Worcester Fire Station, Eerste Begin, Brandwacht	R 5,536.35	12	R 66,436.24
Worcester Emergency Medical DR	R 6,171.25	12	R 74,054.94
Total costs for year 2			R 333,090.88
Year 3			
Worcester HQ	R 9,583.37	12	R 115,000.50
Worcester Roads Depot	R 6,948.10	12	R 83,377.19
Worcester Fire Station, Eerste Begin, Brandwacht	R 5,702.44	12	R 68,429.32
Worcester Emergency Medical DR	R 6,356.38	12	R 76,276.59
Total costs for year 3			R 343,083.60
Total for year1, 2 and 3			R 1,006,463.68



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**Table C: Paarl**

<b>Year 1</b>			
<b>Branch Name</b>	<b>Cost per month including VAT</b>	<b>Qty.</b>	<b>Total cost Including VAT</b>
Once Off Setup Cost + any other costs (3-year warrantee)			R 5,175.00
Paarl HQ	R 10,098.73	12	R 121,184.70
Paarl Roads Depot	R 5,238.25	12	R 62,859.00
Paarl Fire Station, Nieuwedrift	R 3,427.00	12	R 41,124.00
Total costs for year 1			R 230,342.70
<b>Year 2</b>			
Paarl HQ	R10,401.69	12	R 124,820.24
Paarl Roads Depot	R 5,395.40	12	R 64,744.77
Paarl Fire Station, Nieuwedrift	R 3,529.81	12	R 42,357.72
Total costs for year 2			R 231,922.73
<b>Year 3</b>			
Paarl HQ	R10,713.74	12	R 128,564.85
Paarl Roads Depot	R 5,557.26	12	R 66,687.11
Paarl Fire Station, Nieuwedrift	R 3,635.70	12	R 43,628.45
Total costs for year 3			R 238,880.41
Total for year1, 2 and 3			R 701,145.84

Cape Metropolitan Fire Authority  
 Director of Operations  
 21/03/2018  
 Witness: *[Signature]*

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Table D: Robertson			
Year 1			
Branch Name	Cost per month including VAT	Qty.	Total cost including VAT
Once Off Setup Cost + any other costs (3-year warrantee)			R 5,175.00
Robertson HQ	R 6,503.25	12	R 78,039.00
Robertson Roads Depot	R 2,190.75	12	R 26,289.00
Robertson Fire Station	R 2,190.75	12	R 26,289.00
Total costs for year 1			R 135,792.00
Year 2			
Robertson HQ	R 6,698.35	12	R 80,380.17
Robertson Roads Depot	R 2,256.47	12	R 27,077.67
Robertson Fire Station	R 2,256.47	12	R 27,077.67
Total costs for year 2			R 134,535.51
Year 3			
Robertson HQ	R 6,899.30	12	R 82,791.58
Robertson Roads Depot	R 2,324.17	12	R 27,890.00
Robertson Fire Station	R 2,324.17	12	R 27,890.00
Total costs for year 3			R 138,571.58
Total for year1, 2 and 3			R 408,899.09

Cape Winelands District Municipality  
 Office of the Mayor  
 21 SEP 2018  
*[Signature]*  
 Witness: *[Signature]*

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<b>Table E: Ceres</b>			
<b>Year 1</b>			
<b>Branch Name</b>	<b>Cost per month including VAT</b>	<b>Qty.</b>	<b>Total cost including VAT</b>
Once Off Setup Cost + any other costs (3-year warrantee)			R 3,450.00
Ceres HQ	R 4,858.75	12	R 58,305.00
Ceres Depot	R 4,979.50	12	R 59,754.00
Total costs for year 1			R 121,509.00
<b>Year 2</b>			
Ceres HQ	R 5,004.51	12	R 60,054.15
Ceres Depot	R 5,128.89	12	R 61,546.62
Total costs for year 2			R 121,600.77
<b>Year 3</b>			
Ceres HQ	R 5,154.65	12	R 61,855.77
Ceres Depot	R 5,282.75	12	R 63,393.02
Total costs for year 3			R 125,248.79
Total for year 1, 2 and 3			R 368,358.56

Cape Winelands District Municipality  
 2016/17  
 2016/17  
 [Signature]  
 Witness: [Signature]

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## H. ACCEPTANCE

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

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

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

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

ACCEPTANCE (to be completed by the Cape Winelands District Municipality)	
T 2021/012: INTERNET SERVICES A THREE-YEAR PERIOD	
..... Mr. F. van Eck Executive Director: Technical Services	..... 29/10/2021 Date
..... Me. E Niemand Witness	..... 29/10/2021 Date

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# I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number
Newman	Fatima Shereen	7109210128080	N/A
Pydigadu	Megan Loanne	7407310137088	N/A
Van Coller	Stephen Jon	6606115108084	N/A

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

<p><b>LW!</b> Om Voorkeerpunte te eis <u>moet</u> 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word <u>tesame</u> met die <b>MBD 6.1 Eisvorm</b> 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 <b>MBD 6.1 Claim Form</b>.</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 <b>MBD 6.1 Claim Form</b>.</p>
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Vir meer inligting besoek: / For more information please visit: / Inkukach 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>

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

- |  |  |
|--|--|
| <p><b>**1.</b> Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op <b>ras</b>.<br/>Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>race</b>.<br/>Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokobuhlanga</b>.</p>              | <div style="border: 1px solid black; padding: 5px; width: 60px; margin: auto;">78,21 %</div>   |
| <p><b>2.</b> Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op <b>geslag</b>.<br/>Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>gender</b>.<br/>Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokwesini</b>.</p>              | <div style="border: 1px solid black; padding: 5px; width: 60px; margin: auto;">9.82 %</div>  |
| <p><b>3.</b> Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op <b>gestremdheid</b>.<br/>Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>disability</b>.<br/>Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokobulwelwe</b>.</p> | <div style="border: 1px solid black; padding: 5px; width: 60px; margin: auto;">0 %</div>   |
| <p><b>4.</b> Persentasie aandeelhouding van persone geklassifiseer as <b>jeug</b>. (18 – 35 Jaar oud).<br/>Percentage of shareholding of persons in the business classified as <b>youth</b>. (18 – 35 Years old)<br/>Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba <b>lulutsha</b> (18 – 35 Yeminyaka)</p>   | <div style="border: 1px solid black; padding: 5px; width: 60px; margin: auto;">0 %</div>   |
| <p><b>5.</b> Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit<br/>Is your business established within the area of jurisdiction of the District Municipality? In / Out<br/>Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle</p>   | <p style="text-align: right;"><input checked="" type="checkbox"/> In/Ngaphakathi<br/><input type="checkbox"/> Uit/Out/Ngaphandle</p> |
| <p><b>6.</b> Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee<br/>Do you make use of local labour (job creation)? Yes / No<br/>Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi</p>  | <p style="text-align: right;"><input checked="" type="checkbox"/> Ja/Yes/Ewe<br/><input type="checkbox"/> Nee/No/Hayi</p>            |

## 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, 9, 13</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	Kim Sacree
3.2	Identity Number (person submitting this declaration)	6704030017082
3.3	Position occupied in the Company (official/director/trustee/s shareholder <sup>2</sup> ):	Managing Executive
3.4	Company Registration Number	1998/000103/07
3.5	Tax Reference Number	9534312849
3.6	VAT Registration Number	4320172499
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"/>
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname: N/A		Persal No:	
Full Names:			
Organ of State:		Position:	

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

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

3.11.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
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SA ID Number:		Relation:	
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Surname:	N/A	Persal No:	
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Full Names:			
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Organ of State:		Position:	
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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	<input checked="" type="checkbox"/>
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3.12.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
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SA ID Number:		Relation:	
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Surname:	N/A	Persal No:	
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Full Names:			
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Organ of State:		Position:	
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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.	<input checked="" type="checkbox"/>	No
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3.13.1	If yes, furnish particulars. ..... Kindly refer to attached CIPC disclosure .....		
--------	--	--	--

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

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

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

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4	<b>MFMA Circular No 62 of July 2013</b> 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. <b>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.</b>					
	<b>Full name of directors / trustees / shareholders</b>	<b>Identity Number</b>	<b>% Share-holding in company</b>	<b>Personal Tax Reference Number</b>	<b>State Employee Number (Persal)</b>	<b>Municipal rates &amp; services account numbers (3.17.1)</b> <i>Municipal clearance or most recent service account must be attached as evidence</i>
1	Fatima Newman	710921 0128 080	0	3222 0091 48	N/A	550222984
2	Megan Pydigadu	740731 0137 088	0	2950 1248 48	N/A	554533998
3	Stephen Van Coller	660611 5108 084	0	2676 0252 04	N/A	552393797
4						
5						
6						
7						
8						
9						
10						

D.T 

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

17 September 2021  
.....  
Date

Executive Head – Western Cape Sales  
.....  
Capacity of Signatory

EOH Network Solutions a.d.o. EOH Mthombo (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.

**Commissioner of Oaths**

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

on this the 17th day of September 2021 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

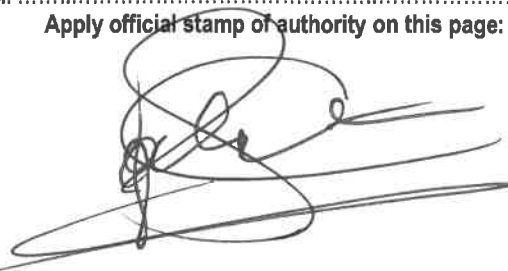
Commissioner of Oaths .....

Position: .....  
**CRAIG SINCLAIR JOHNSTON**  
COMMISSIONER OF OATHS

Address .....  
PRACTISING ATTORNEY R.S.A.  
**JOHNSTON & CO ATTORNEYS**  
.....  
Suite E7B, Westlake Square, Westlake Drive,  
Westlake, Cape Town, South Africa, 7945  
Tel: +27(0)21 701-3318 Fax: +27(0)21 701-5794  
.....

Tel: .....

**Apply official stamp of authority on this page:**



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



**K. 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 / No
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>N/A</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 / No
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>N/A</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 / No
3.1	<p>If yes, furnish particulars</p> <p>.....</p> <p>N/A</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 / No

## L. CONTRACT FORM – RENDERING OF SERVICES (MBD 7.2)

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) EOH Network Solutions a.d.o. EOH Mthombo (PTY) Ltd in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number .T.2021/012..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
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);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - 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 services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and 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	David Thompson	.....
Capacity	Executive Head – Western Cape Sales	.....
Signature		.....
Company name	EOH Network Solutions a.d.o. EOH Mthombo (PTY) Ltd	.....
Date	17 September 2021	.....
Witness 1		Date <u>20/9/2021</u>
Witness 2		Date <u>20/9/2021</u>

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

1. I, **Francois van Eck** in my capacity as **Executive Director Technical Services** accept your bid under reference number **T 2021/02** dated **21 September 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.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION
<b>T 2021/012 INTERNET SERVICES A THREE-YEAR PERIOD</b>	Various prices	3 year period	EOH Network_Solutions a.d.o. EOH Mthombo (Pty) Ltd (1) Liquid Telecom T/a Liquid Intelligent Technologies (2)

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

Signed at Stellenbosch on 29/10/2021  
 Name (Print) F. van Eck  
 Signature [Handwritten Signature]  
 Witness 1 [Handwritten Signature] Date 29/10/2021  
 Witness 2 [Handwritten Signature] Date 29/10/2021

**M. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)**

## M. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)

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

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

### 1. GENERAL CONDITIONS

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

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

- 1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- ### 2. DEFINITIONS
- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
  - (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
  - (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
  - (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
  - (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

**3. POINTS AWARDED FOR PRICE**

**3.1 THE PREFERENCE POINT SYSTEM**

A maximum of 80 points is allocated for price on the following basis: 80/20

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

Where

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

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

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

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: = ...1..... (maximum of 20 points)

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

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

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

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

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

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

8.1 Name of company/firm: EOH Network Solutions a.d.o. EOH Mthombo (PTY) Ltd

8.2 VAT registration number: 4320172499

8.3 Company registration number: 1998/000103/07

**8.4 TYPE OF COMPANY/ FIRM**

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

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

The provision of information technology, IT services, IT support,  
networking and supplies

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated: ... City of Ekurhuleni .....

Registered Account Number: ... Leased: 01819 0140 048501 .....

Stand Number: ... Erven 1905, 1906, 1907 Bedfordview Ext 397 .....

8.8 Total number of years the company/firm has been in business: ... 23 years .....

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


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


Signature of Bidders: .....  .....

DATE: ..... 17 September 2021 .....

ADDRESS: ..... EOH Business Park, 1 Osborne Lane, Gillooly's View, Bedfordview, Gauteng .....

WITNESSES:

1. ....  .....

2. ....  .....

## 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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).  The Database of Restricted Suppliers now resides on the National Treasury's website ( <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.		×
4.1.1	If so, furnish particulars: N/A		
4.2	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)?  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.		×
4.2.1	If so, furnish particulars: N/A		
4.3	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?		×
4.3.1	If so, furnish particulars: N/A		



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: ..... N/A .....		
4.3	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		x
4.3.1	If so, furnish particulars: ..... N/A .....		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) ... David Thompson ..... 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

17 September 2021  
Date

Executive Head – Western Cape Sales  
Position

EOH Network Solutions a.d.o. EOH Mthombo (PTY) Ltd  
Name of Bidder

**O. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.  
<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**T 2021/012 - INTERNET SERVICES A THREE-YEAR PERIOD**

.....  
(Bid Number and Description)

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

I certify, on behalf of: EOH Network Solutions a.d.o. EOH Mthombo (PTY) Ltd ..... that:  
(Name of Bidder)

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

DT 66 

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

.....  
  
 Signature

17 September 2021  
 Date

Executive Head – Western Cape Sales  
 Position

EOH Network Solutions a.d.o. EOH Mthombo (PTY) Ltd  
 Name of Bidder

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

**P. MUNICIPAL RATES AND SERVICES**

<b>Names of Directors / Partners</b>	<b>Physical residential address of the Directors / Partners</b>	<b>Municipal Account Number</b>	<b>Name of Municipality</b>
Fatima Shereen Newman	112 Central Avenue, Atholl, 2195	550222984	City of Johannesburg
Megan Loanne Pydigadu	5 Prunus Avenue, Morningside Ext 40, Sandton, 2191	554533998	City of Johannesburg
Stephen Jon Van Coller	Unit 3, 108 Mount Street, Bryanston Sandton, 2021	552393797	City of Johannesburg

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

**DECLARATION:**

I, the undersigned (name) David Thompson  
 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

17 September 2021  
 Date

Executive Head – Western Cape Sales  
 Position

EOH Network Solutions a.d.o. EOH Mthombo (PTY) Ltd  
 Name of Bidder

DT 

**Q. AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize Mr/Mrs ..... Kindly refer to attached Board resolution .....  
 acting in his/her capacity as .....  
 of the business trading as .....  
 to sign all documentation in connection with Tender.....

Name of members / directors	Signature	Date
Kindly refer to attached Board resolution		

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



Date 20 September 2021

To Whom It May Concern

**Re: Confirmation of Bank account**

This letter serves to confirm that the below mentioned customer holds the below Standard Bank account.

Legal entity name	EOH Mthombo (Pty) Ltd.
Name of account holder	EOH NETWORK SOLU.ADO EOH MTHOM
Registration/Identity/Passport number	1998/000103/07
Account number	201645483
Account type	BUSINESS CURRENT ACCOUNT
Branch	ROSEBANK
Branch code	004305
Branch code (electronic payments)	051001
SWIFT address	SBZA ZA JJ
Date account opened	11 April 2011

This letter or your reliance on same does not give rise to any obligations or liability on the part of the Bank and/or its officials.

We trust the above meets with your requirements.

Yours sincerely

MILLICENT DICKIE  
CLIENT SERVICE CONSULTANT  
CORPORATE CLIENT SERVICES  
+27(10)249 4330

**Disclaimer**

Whilst care has been taken in compiling this letter, Standard Bank makes no representations or warrant (expressed or implied) about the accuracy, or completeness of the information contained herein for any purpose.

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Standard Bank Centre 1st Floor 5 Simmonds Street Johannesburg 2001 / PO Box 61690 Marshalltown 2107 South Africa  
Tel. Switchboard: +27 (0)11 636 9112 Fax +27 (0)11 636 4207 / Name.Surname@standardbank.co.za / standardbank.co.za

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

Directors: TS Gcabashe (Chairman) L Fuzile<sup>1</sup> (Chief Executive) PLH Cook A Daehnke<sup>1</sup> MA Erasmus<sup>1</sup> GJ Fraser-Moleketi Xueqing Guan<sup>2</sup> GMB Kennealy JH Maree NNA Matyumza  
KD Moroka NMC Nyembezi ML Oduor-Otieno<sup>3</sup> ANA Peterside CON<sup>4</sup> MJD Ruck SK Tshabalala JM Vice Lubin Wang<sup>2</sup>

Company Secretary: Z Stephen 26/05/2021

<sup>1</sup>Executive Director <sup>1</sup>British <sup>2</sup>Chinese <sup>3</sup>Kenyan <sup>4</sup>Nigerian <sup>5</sup>Australian

## Dexter Roniger

---

**From:** TMT@standardbank.co.za  
**Sent:** 20 September 2021 14:21  
**To:** Althea Harris  
**Subject:** RE: Reference Number TMT20092100007-Bank stamp required  
**Attachments:** xxxxxx483.pdf

Good day Althea

Please note we are currently working remotely, with no access to printers or scanners. Kindly find herewith attached confirmation letter instead.

According to POPI(Protection of Personal Information) Act, we are required to safe guard customer information. Therefore, we have encrypted the attached document with a password  
The Password for : Personal Customer – ID Number /Passport Number  
Business Customer – 9 digit account number

Kindly take a minute to **Rate My Service**, by clicking on the below image to complete a quick survey.



Kind Regards



**Millicent Dickie**

Businesses Operations | Corporate Client Services | Service Consultant  
Tel: +27 (0) 10 249 4330 | Email: [Millicent.TMT@standardbank.co.za](mailto:Millicent.TMT@standardbank.co.za) | [www.standardbank.com](http://www.standardbank.com)

Standard Bank | South Africa | A member of Standard Bank Group



CIB Operations Services is ISO9001:2015 certified by DQS, certificate number 324301QM08

---

**From:** Althea Harris[Althea.Harris@eoh.com]  
**Sent:** Mon Sep 20 12:25:08 SAST 2021  
**To:** TMT[TMT@standardbank.co.za]  
**Cc:**

**Subject:** RE: Reference Number TMT20092100007-Bank stamp required

Hi Millicent

Can you then send a bank confirmation letter, and state in the mail that you are working remotely and will be unable to assist with a bank stamp?

Regards  
Althea

**From:** TMT@standardbank.co.za <TMT@standardbank.co.za>  
**Sent:** Monday, 20 September 2021 12:00  
**To:** Althea Harris <Althea.Harris@eoh.com>  
**Subject:** Reference Number TMT20092100007-Bank stamp required

Good day Althea

We are working remotely and do not have access to printers and scanners, as well as a bank stamp

*Kindly take a minute to [Rate My Service](#), by clicking on the below image to complete a quick survey.*



Kind Regards



**Millicent Dickie**

Businesses Operations | Corporate Client Services | Service Consultant  
Tel: +27 (0) 10 249 4330 | Email: [Millicent.TMT@standardbank.co.za](mailto:Millicent.TMT@standardbank.co.za) | [www.standardbank.com](http://www.standardbank.com)

Standard Bank | South Africa | A member of Standard Bank Group



*CIB Operations Services is ISO9001:2015 certified by DQS, certificate number 324301QM08*

---

**From:** Althea Harris[Althea.Harris@eoh.com]  
**Sent:** Mon Sep 20 10:30:46 SAST 2021  
**To:** TMT[TMT@standardbank.co.za]  
**Cc:**  
**Subject:** Bank stamp required



## R. CREDIT ORDER INSTRUCTION

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

### DETAILS OF FIRM/INSTITUTION

Name	E	O	H	N	E	T	W	O	R	K	S	O	L	U	T	I	O	N	S				
								a	d	o													
	E	O	H	M	T	H	O	M	B	O	(	P	T	Y	)	L	T	D					

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

NAME OF BANK	S	T	A	N	D	A	R	D	B	A	N	K				
NAME OF BRANCH	N	O	R	W	O	O	D									
BRANCH CODE	0	0	4	3	0	5										
ACCOUNT NUMBER	2	0	1	6	4	5	4	8	3							
TYPE OF ACCOUNT	1	1 = Cheque 2 = Savings														

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

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

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

DF THOMPSON  
INITIALS AND SURNAME:

[Signature]  
AUTHORISED SIGNATURE:

20/09/21  
DATE:

0794194153  
TELEPHONE NUMBER:

### FOR BANK USE ONLY

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

.....  
AUTHORISED SIGNATURE

OFFICIAL DATE STAMP

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

DT 70 [Signature]

## S. COMPULSORY DOCUMENTATION / CHECKLIST

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

<b>Form G - Form of offer</b> Is the form duly completed and signed?	Yes	✓	No	
<b>Form J – Declaration of Interest (MBD4)</b> Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes	✓	No	
<b>Form K – Certificate of Independent Bid Determination (MBD 9)</b> Is the form duly completed and signed?	Yes	✓	No	
<b>Form L – Preference Points Claim – (MBD 6.1)</b> Is the form duly completed and signed?	Yes	✓	No	
<b>Form M – Municipal Rates and services</b> Is a certified copy of the <u>bidder's and those of its director's</u> municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	Yes	✓	No	
<b>Form N – Authority for Signatory</b> Is the form duly completed and is a certified copy of the resolution attached?	Yes	✓	No	
<b>Form O – Declaration of Past Supply Chain Practices (MBD 8)</b> Is the form duly completed and signed?	Yes	✓	No	
<b>Tax Compliance Status</b> Is your unique personal identification number (pin) issued by SARS attached?	Yes	✓	No	
<b>Additional documents applicable to this specific tender:</b>				
<b>Company profile</b> Is a company profile indicating relevant project experience and a list of clients for whom these projects were undertaken attached?	Yes	✓	No	

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

<b>B-BBEE Certificate</b> Is a certified copy of the B-BBEE or Original certificate attached?	Yes	✓	No	
--	-----	---	----	--

I, David Thompson ..... confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature:  .....

Date: 17 September 2021 .....

## T. CAPABILITY OF BIDDER

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

<b>Company Name</b>	EOH Network Solutions a.d.o. EOH Mthombo (PTY) Ltd
<b>Description of project</b>	Executive
<b>Contact person name</b>	Brett Van Rensburg
<b>Contact person telephone number</b>	061 109 6598
<b>Value of project</b>	

<b>Company Name</b>	EOH Network Solutions a.d.o. EOH Mthombo (PTY) Ltd
<b>Description of project</b>	Sales Manager
<b>Contact person name</b>	Taya Howell
<b>Contact person telephone number</b>	079 905 1067
<b>Value of project</b>	

<b>Company Name</b>	EOH Network Solutions a.d.o. EOH Mthombo (PTY) Ltd
<b>Description of project</b>	Account Manager
<b>Contact person name</b>	Christiaan Roux
<b>Contact person telephone number</b>	082 458 7753
<b>Value of project</b>	

<b>Company Name</b>	EOH Mthombo (PTY) Ltd
<b>Description of project</b>	Key Account Director
<b>Contact person name</b>	Dexter Roniger
<b>Contact person telephone number</b>	083 680 1202
<b>Value of project</b>	

**COR39**



Companies and Intellectual  
Property Commission  
a member of the dti group

Date: 14/12/2020

Our Reference: 9328550016

EOH SECRETARIAL SERVICES (PTY) LTD  
E-mail: LEZANI.FOURIE@EOH.CO.ZA  
Basket: ADRIEL

**RE: Amendment to Company Information**  
**Company Number: 1998/000103/07**  
**Company Name: EOH MTHOMBO (PTY) LTD**

We have received a COR39 (Notice of change of company directors) from you dated 09/12/2020.

The COR39 was accepted and placed on file.

The following change was effected to Director/Secretary/Officer:  
Director STEPHEN JON VAN COLLER - Change was made.

The following change was effected to Director/Secretary/Officer:  
Director MEGAN LOANNE PYDIGADU - Change was made.

The following change was effected to Director/Secretary/Officer:  
Director FATIMA SHEREEN NEWMAN - Change was made.

The following change was effected to Director/Secretary/Officer:  
Director LUFUNO LESLIE NEVHUTALU - Change was made.  
- Director / member status changed from Active to Resigned.

Yours truly

**Commissioner: CIPC**

**Please Note:**

The attached certificate can be validated on the CIPC web site at [www.cipc.co.za](http://www.cipc.co.za).  
The contents of the attached certificate was electronically transmitted to the South African Revenue Services.



The Companies and Intellectual Property Commission  
of South Africa

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

Call Centre Tel 086 100 2472, Website [www.cipc.co.za](http://www.cipc.co.za)



**Certificate issued by the Companies and Intellectual Property  
Commission on Monday, December 14, 2020 11:55  
Certificate of Confirmation**



Companies and Intellectual  
Property Commission  
a member of the dti group

Registration number	<b>1998 / 000103 / 07</b>
Enterprise Name	<b>EOH MTHOMBO (PTY) LTD</b>
Enterprise Shortened Name	<b>None provided.</b>
Enterprise Translated Name	<b>None provided.</b>
Registration Date	<b>06/01/1998</b>
Business Start Date	<b>06/01/1998</b>
Enterprise Type	<b>Private Company</b>
Enterprise Status	<b>In Business</b>
Financial year end	<b>July</b>
Main Business/Main Object	<b>TO PROVIDE AND OUTSOURCE TECHNOLOGY SOLUTIONS, TO INTERACT IN BUSINESS CONSULTING AND ALL RELATED ACTIVITIES</b>
Postal address	<b>P O BOX 59 BRUMA 2026</b>
Address of registered office	<b>EOH BUSINESS PARK GILLOOLY'S VIEW OSBORNE LANE BEDFORDVIEW 2007</b>



The Companies and Intellectual Property Commission  
of South Africa

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

Call Centre Tel 086 100 2472, Website [www.cipc.co.za](http://www.cipc.co.za)



**Certificate issued by the Companies and Intellectual Property  
Commission on Monday, December 14, 2020 11:55  
Certificate of Confirmation**



Companies and Intellectual  
Property Commission  
a member of the SAG group

Registration number **1998/000103/07**  
Enterprise Name **EOH MTHOMBO (PTY) LTD**

**Auditor**  
Name **MAZARS**  
Postal Address **P O BOX 134  
CENTURY CITY  
7446**

**Designated Auditor**  
Name **FISHER MILES HAROLD**  
Postal Address

**Active Directors / Officers**

Surname and first names	ID number or date of birth	Director type	Appoint-ment date	Addresses
NEWMAN, FATIMA SHEREEN	7109210128080	Director	14/06/2019	Postal: PO BOX 59, BRUMA, BRUMA, GAUTENG, 2026 Residential: 112 CENTRAL AVENUE, ATHOLL, ATHOLL, GAUTENG, 2195
PYDIGADU, MEGAN LOANNE	7407310137088	Director	14/06/2019	Postal: PO BOX 59, BRUMA, BRUMA, GAUTENG, 2026 Residential: 5 PRUNUS AVENUE, MORNINGSIDE EXT 40, SANDTON, GAUTENG, 2191
VAN COLLER, STEPHEN JON	6606115108084	Director	14/06/2019	Postal: PO BOX 59, BRUMA, BRUMA, GAUTENG, 2026 Residential: UNIT 3 108 MOUNT STREET, BRYANSTON, SANDTON, GAUTENG, 2021



The Companies and Intellectual Property Commission  
of South Africa  
P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.  
Call Centre Tel 086 100 2472, Website [www.cipc.co.za](http://www.cipc.co.za)



The logo for EOH, consisting of the letters 'EOH' in a bold, white, sans-serif font. The 'O' has a small triangle above it.

Technology makes it possible.  
People make it happen.

A composite image showing a person's hands on a laptop keyboard in the foreground. The background is a collage of blue-toned images: silhouettes of people in a meeting, a person at a computer, and various data visualizations like bar charts and network diagrams.

## An independently delivered, secure, scalable internet service

### Technical proposal to the Cape Winelands District Municipality (CWDM).

**Response to**

Internet Services for 3 Years

**Reference**

T 2021/012

**Attention**

Supply Chain Management Unit, CWDM

**Closing date**

Tuesday, 21 September 2021 @11:00am



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

## Contact details for this proposal

**Name**

Taya Howell

**Designation**

Sales Director

**Cell phone**

+27 79 905 1067

**Email**

Taya.Howell@eoh-ns.co.za

**Name**

Christiaan Roux

**Designation**

Account Manager

**Cell phone**

+27 82 458 7753

**Email**

christiaan.roux@eoh-ns.co.za

**Holding Company: EOH Mthombo**

EOH Business Park

Gillooly's View

Osborne Lane, Bedfordview

Johannesburg

2007

**Respondent: EOH (iOCO) Network Solutions  
– a division of EOH Mthombo**

Block D, Hertford

Office Park

90 Bekker Road, Vorna Valley

Johannesburg

1685

EOH has announced the launch of its ICT services brand, iOCO under EOH Holdings. iOCO, brings together a wide array of ICT capabilities under a single operating framework and go-to-market strategy. Inspired by digitally native internet organisations (iO) and creative organisations (CO) of the future, the essence of the iOCO brand is the coming together of a community of great people with the best technology to serve humanity. For more information visit [ioco.tech](http://ioco.tech)

**Disclaimer**

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# 1. Executive Summary

*EOH is pleased to submit the below proposal detailing our capabilities to fulfil the business requirements of Cape Winelands District Municipality for the supply of Direct Internet Services.*

## 1.1. Understanding your needs

As your incumbent Network provider, EOH Networks is very excited to be involved in this Network Future Proofing exercise. We believe our knowledge and ability in the South African and African markets will allow you time to focus on your specific business drivers.

EOH understands both the traditional ICT market and evolving trends. To this end we meet our clients' needs by focusing on Infrastructure and Services that are:

- Reliable
- Adaptable
- Cost-effective (for short- and long-term strategies)
- Future-proofed

As a business, we have focused on fulfilling the above aspects through the building of our own independent, national and international, core network that encompasses diverse geographical routes, which offer the highest level of reach, redundancy and stability.

### **Our understanding of your key strategic drivers for this initiative:**

Our understanding of the current network topology positions us perfectly to create the future direct internet access design.

We believe that our solution and recommendations will support your growth initiatives as well as your requirements, to the ultimate benefit of the Cape Winelands District Municipality.

EOH is confident that we can add value to the request of the Cape Winelands District Municipality with our proposed Direct Internet solution and as an aggregator of multiple last mile providers.

Cape Winelands District Municipality requires reliability, agility and a future-proof network that supports its CORE BUSINESS and ensures that the productivity and efficiency of its branches are not affected by an unreliable network.

We fully understand the correlation of a reliable, and redundant ICT solution to Cape Winelands District Municipality's ability to maintain, and grow, its revenue.

Therefore, a suitable ICT partner is one that is able to successfully support, and optimise Cape Winelands District Municipality's across its diversified operations, requirements, locations and IT Users.

### **To remain a leader in the industry, it is critical that Cape Winelands District Municipality chooses a partner that:**

- Offers reliability across infrastructure, service delivery, redundancy, and security.
- Offers tailored, and best of breed solutions that will enable Cape Winelands District Municipality's existing and future business requirements.
- Considers cost-efficiencies and flexibility at every level.

- Offers a direct relationship between Cape Winelands District Municipality & EOH teams, ensuring that customer service is personalized and attentive, from the full solution, down to the individual Cape Winelands District Municipality's IT User.

### EOH is undoubtedly the partner of choice due to:

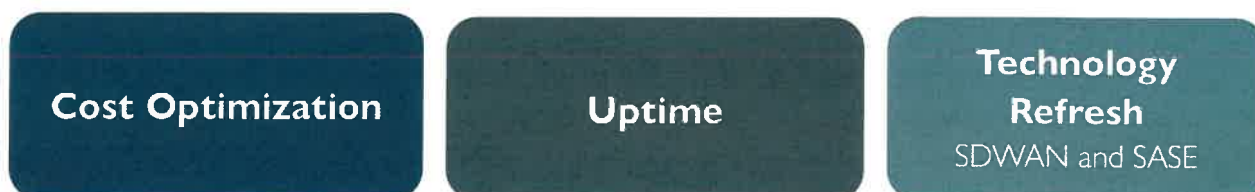
- Our capabilities to support the Cape Winelands District Municipality's diversified operations and requirements, through our vendor agnostic approach to our offering, and our 18-year proven track record across an extensive suite of products.
- Our team of professionals across solution architecture, IT engineering, and management are equipped with both the qualifications and resources to design, implement and support forward-thinking solutions directly suited to your business needs.
- Our established relationships, and superior partner statuses, with multiple vendors across all our products, allow us to evaluate and provide the most cost-effective, and reliable offerings for Cape Winelands District Municipality.
- At EOH NS, we pride ourselves on offering our clients strong, direct relationships with their account manager, projects & deployment teams, support teams, and also ensure our clients have direct contact paths to the entire management, and Exco team.

EOH NS understand Cape Winelands District Municipality's desire to work collaboratively with a partner that will enable their ICT strategy to secure their network and users, optimise their operations and ICT strategy, and futureproofing them for changes/advancements within the industry.

## 2. Technical Requirements

Understanding Cape Winelands District Municipality's business requirements and objectives is our primary focus to ensuring that we, as a leading Internet Service Provider (ISP) and Integrator, are accustomed to deliver current and best of breed technologies. The EOH NS team are experts in workshopping with our clients and providing roadmaps which leverage technologies to execute on business strategies.

After engaging with Cape Winelands District Municipality, we have identified three major drivers as per below:

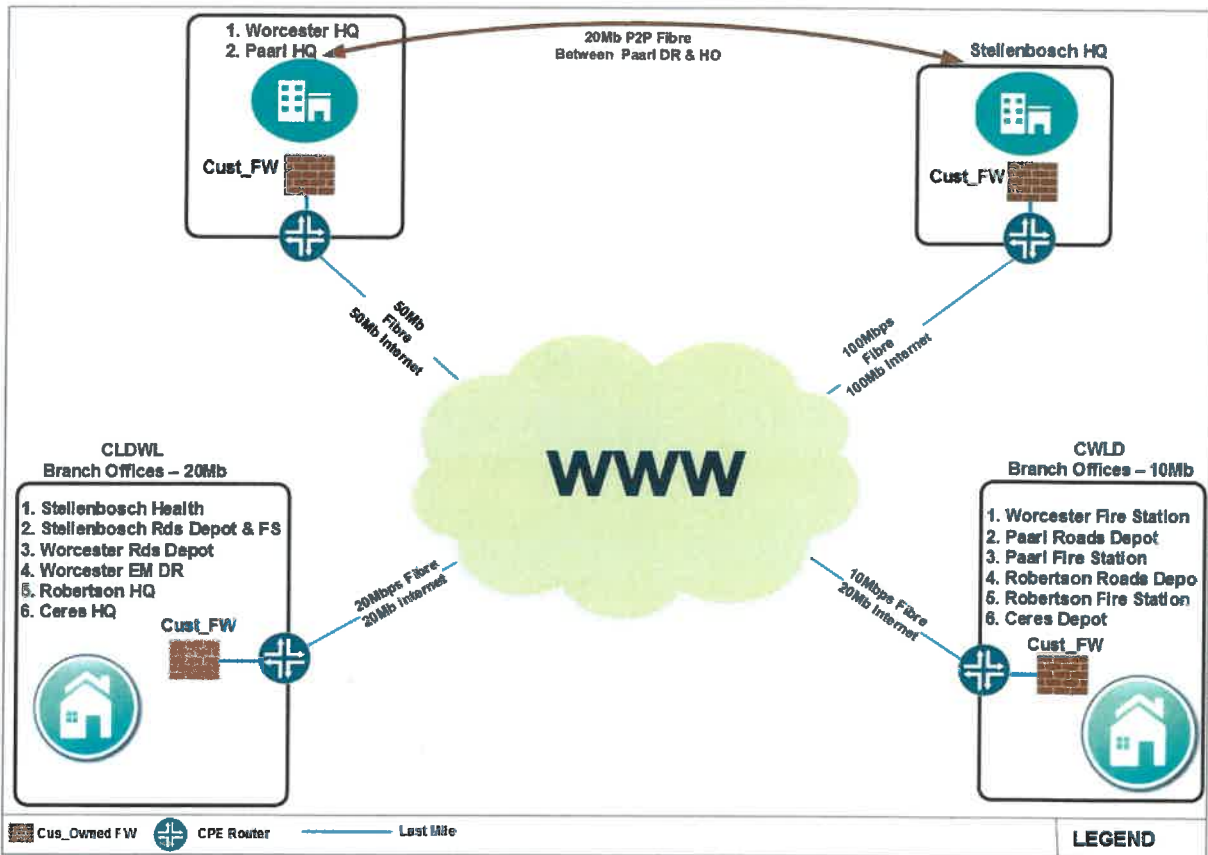


### 2.1. Solution Overview

Cape Winelands District Municipality (CWDM) is embarking on a project to deliver internet services to all the branch offices. We are a partner of choice to deliver fast and robust internet links that will ensure that CWDM is able to service their clients more effectively.

The high-level diagram below depicts how each office will have direct internet access leveraging the

customer premise equipment router and the fibre or wireless last mile. Since all sites will have direct internet access with no backhaul, the internet speed of each office will improve tremendously. Our internet services are delivered on a 1:1 contention, which implies that there is no shaping or fair usage



policies applied in our core, thereby, affording our customers robust internet access at cost effective prices. Due to our investment in high-speed undersea cabling systems and our points of presence in UK and Amsterdam we have low latency for international destined data traffic.

Our CPE routers that are deployed at each office are capable of routing at WAN throughputs of between 1Mb to 250Mb so they are scalable. At each site we will hand-off traffic to the CWDM owned firewall so that each internet connection is secure against unsolicited access or cyber-attack. The gateway for CWDM users will be the firewall for outbound traffic and the inbound traffic will also go through the stateful firewall inspection before it is allowed into the CWDM network.

Our CPEs are configured to be accessed via SSH only which is a secure management access to protect against vulnerability that could be exploited by hackers. We do not allow an insecure management protocol such as telnet since it is easy to be accessed by a scrupulous hacker.

## 2.2.Pricing Overview

Pricing for the solution has been completed in the provided tables in the Tender Response Document. Please note that provisioning has been made for CPI increase at the end of Year 1 and Year 2.

All pricing in the provided tables is inclusive of VAT.

### 3. About EOH

EOH is the largest technology holding company in Africa. EOH is listed on the JSE and a level 1 B-BBEE contributor. The Group's approximately 10 500 employees deliver services to over 5 000 customers across all major industries throughout South Africa, Africa, Europe and the Middle East.

EOH has a wide range of solutions in Technology Services, Industrial Technologies and Business Process Outsourcing. Our business is systemic to the public and private sectors. The company is an integral technology partner for a number of South Africa's leading JSE-listed blue-chip companies, key metros and government departments.

Following a 2019 governance ignominy, the Group embarked on a transparent and extensive governance reform and remediation process. This included a new board, major risk governance framework overhaul and a new executive management team. As part of this process, we are remediating a set of ten major public sector contracts and moving all historic business out of the implicated entity, EOH Mthombo (Pty) Ltd, previously our primary trading subsidiary.

### 4. Overview

#### EOH at a glance

- Leader in technology and business solutions
- Largest implementer of application solutions
- End-to-end offerings
- BBBEE Level 1 ; 135%
- Operates in South Africa, Africa, Europe and UK
- Listed on JSE since 1998
- Over 10 000 people

EOH provides business and technology solutions to clients in the following industries:

- Financial services
- Telecommunications
- Mining
- Retail
- Insurance
- Manufacturing
- Public sector

#### Business objectives

Working with you, we focus on helping you achieve the following results:

- Increase the reliability of your service delivery
- Increase service efficiency
- Optimise business opportunities
- Reduce cost
- Third party vendor assistance
- Improved SLA through dual links and CPE's
- Reduce risk

#### Our values

- **Best people:** To attract, develop and retain the best people.
- **Partner for life:** To develop lifelong mutually beneficial partnerships with both our customers and technology partners.
- **Right first time:** Excellent, professional planning and execution in all that we do.
- **Transform and manage diversity:** Transformation is a journey to build new relationships and to create business excellence.
- **Profitable growth:** Grow the business while ensuring corresponding growth in the bottom line.

## 5. Company structure

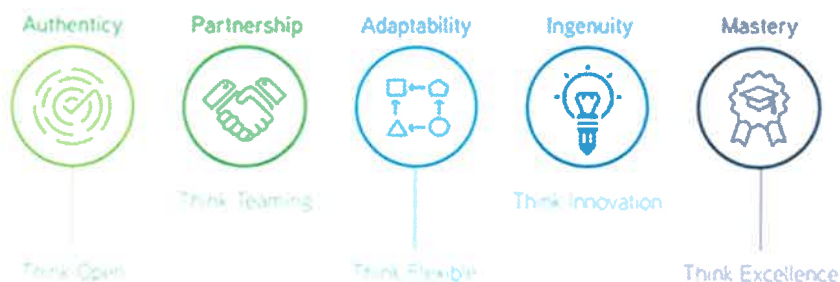
As part of a strategic re-alignment process, EOH has also re-organised its business into three distinct parts, namely iOCO (our Technology Solutions company), NEXTEC (a range of our Industrial Solutions companies) and our IP cluster (a group of proudly South African technology IP companies).

## 6. EOH's purpose

In a world where rapidly, changing technologies are altering the course of humanity, our purpose is what defines us, reverberating deep within our core. Our purpose evokes pride, integrity and innovation in everything we do, and moves us towards a sustainable and transformative future.



Our purpose is to SOLVE – for our clients and for ourselves. We exist to solve challenges courageously and exponentially, using our deep-industry expertise. While the world around us continues to transform, we adapt and remain united and anti-fragile through our commitment to each other, our clients and stakeholders. Our values reflect our purpose to SOLVE:



## Human Resource personnel

EOH's first rule of business is the employment of high performing people with the right set of skills and capabilities. At EOH we view sustainability as our ability to be relevant and to contribute to the upliftment of the economic, social and environmental elements of both business and society.

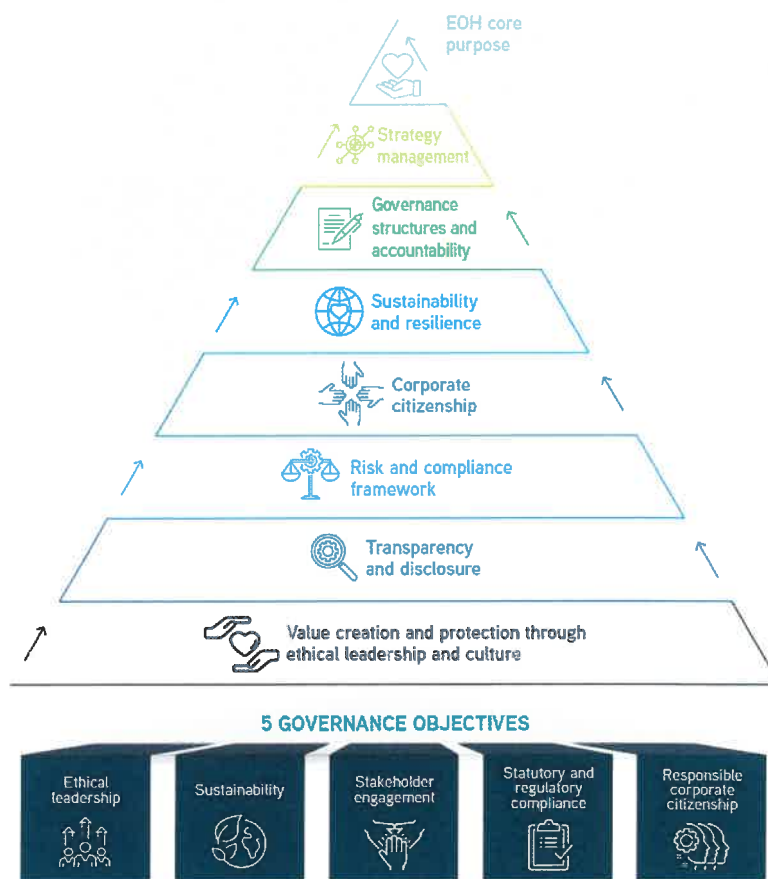
At EOH, we understand that sustainability is a journey. We will remain an active participant and will continue to refine our sustainability approach and practices to ensure that we remain relevant and a major contributor to society.

## 7. Governance & Compliance

### 7.1. EOH Governance Framework

The EOH governance framework arises from the fiduciary obligations and responsibilities of directors as defined by the Companies Act and King IV best practice principles of oversight and control. It is based on the accountability and line of authority and is applicable to all businesses in the Group to ensure the governance objectives are met. The seven pillars of EOH's governance framework represent the key processes or mechanisms applied to effectively uphold, sustain, defend and enforce the ethical values of good governance throughout the Company.

### 8 GOVERNANCE PILLARS



### Code Framework for Governance

The EOH Framework is represented as a pyramid, with eight governance pillars supported by five governance objectives. Each pillar has supporting elements.

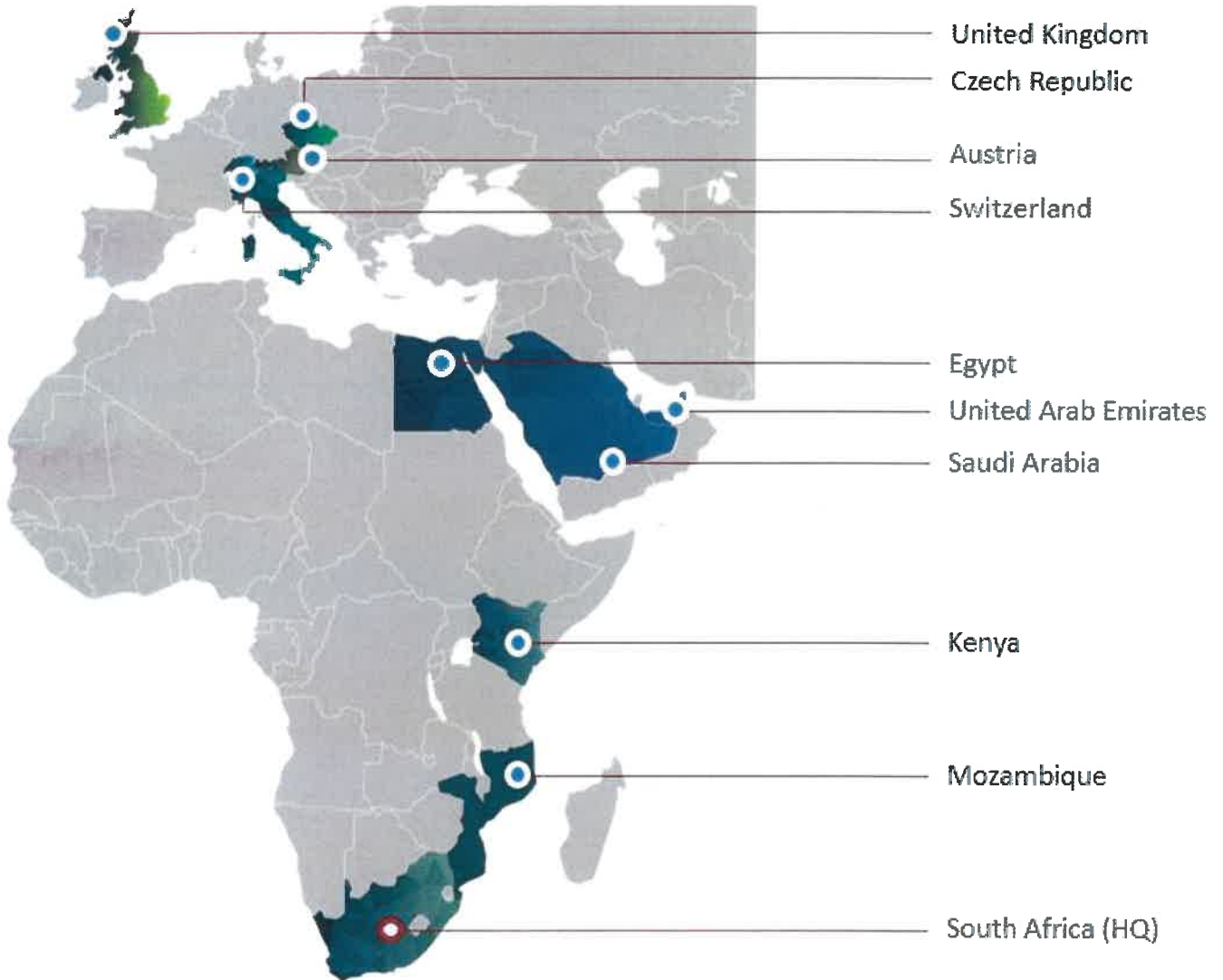
### Our approach to governance

EOH is committed to the highest standards of business integrity, ethics and professionalism. The Board and executive management, in setting the tone from the top, are committed to the principles of good governance, striving to be an ethical, relevant force for good and to play a positive role in society.



## 8. Global footprint

Our clients' continuous evolution requires a partner that can improve legacy technology, while implementing their disruptive platforms of the future. With EOH's depth and breadth of capabilities we are well positioned to help clients navigate this two-speed world, across all major industries throughout South Africa, Africa, Europe and the Middle East.



## 9. EOH (iOCO) Network Solutions

### 9.1. Company Profile

With 21 years' experience in Network support, management and monitoring, EOH NS is an established business within the South African & African ICT market. We are a proud strategic provider for over 700 large scale clients within the South African market alone, and are well equipped across both infrastructure, and individual expertise, to manage your organisation's network environment and requirements. EOH NS therefore fully understands the traditional and evolving ICT market, and understands our clients' needs are focused on an Infrastructure and Service that is:

- ❖ Reliable
- ❖ Technically adaptable to handle evolving strategies and environments
- ❖ Cost-effective for both short- and long-term strategies
- ❖ Forward thinking in terms of the consultancy provided, solutions offered and infrastructure advancement

As a business, we have focused on fulfilling the above aspects through the building of our own independent, national and international, core network that encompasses diverse geographical routes, which offer the highest level of reach, redundancy and stability.

Our Core focus has always been on the client and building a partnership that adds value to their business. As an organization we specialise in delivering large, complex, and fully managed solutions that incorporate multiple technology areas, these areas include:

- ✓ MPLS
- ✓ SDWAN
- ✓ Firewalling
- ✓ Voice
- ✓ LAN Management
- ✓ Reporting
- ✓ Proactive Network Monitoring
- ✓ Mobility

The EOH NS National Network Design incorporates over 20 core South African Datacentres including the agnostic Teraco facilities. Out of these DC's we interconnect with all the major Public and Private cloud providers, allowing for seamless integration and optimised routing to their platforms.

To date we make use of Direct Connect access to AWS, Express Route to all Microsoft facilities and Cloud Interconnect to the Google Cloud environment.

Our Network enables us to integrate any, and all, major Last mile providers into our Next Generation Core Network, this agnostic approach means the EOH-NS can provide the best medium at the lowest cost throughout the country. It also ensures scalability is tailor made for the Cape Winelands District Municipality Network.

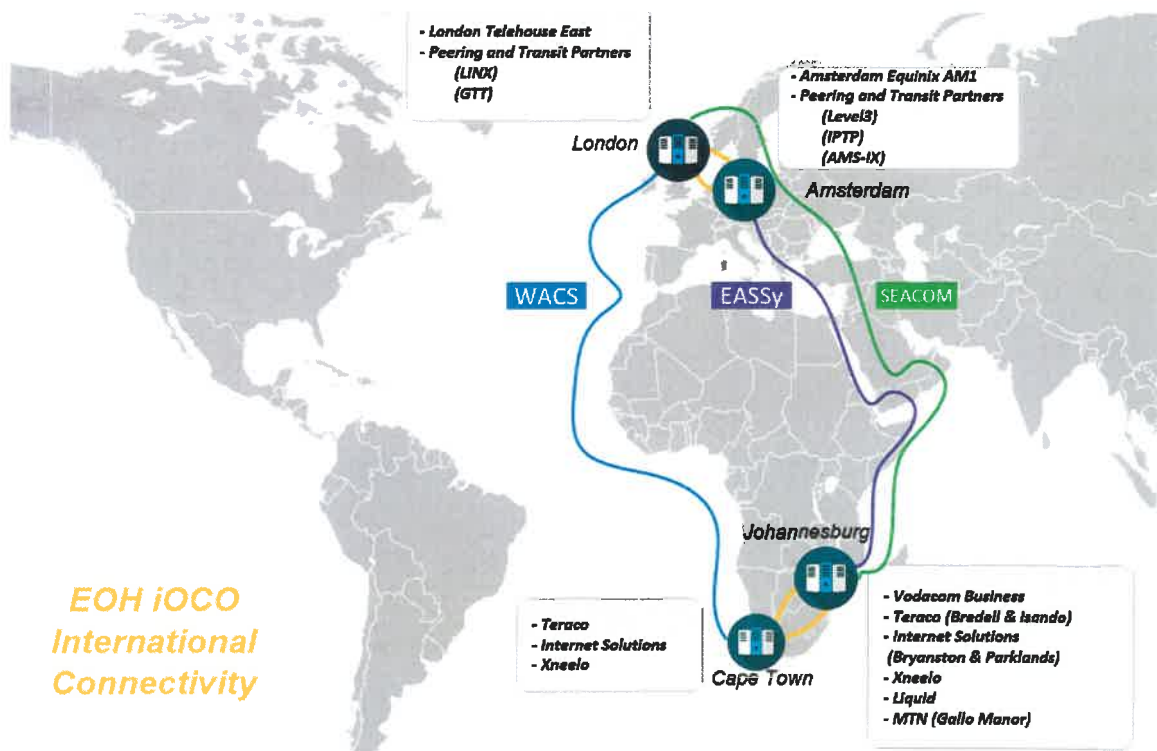
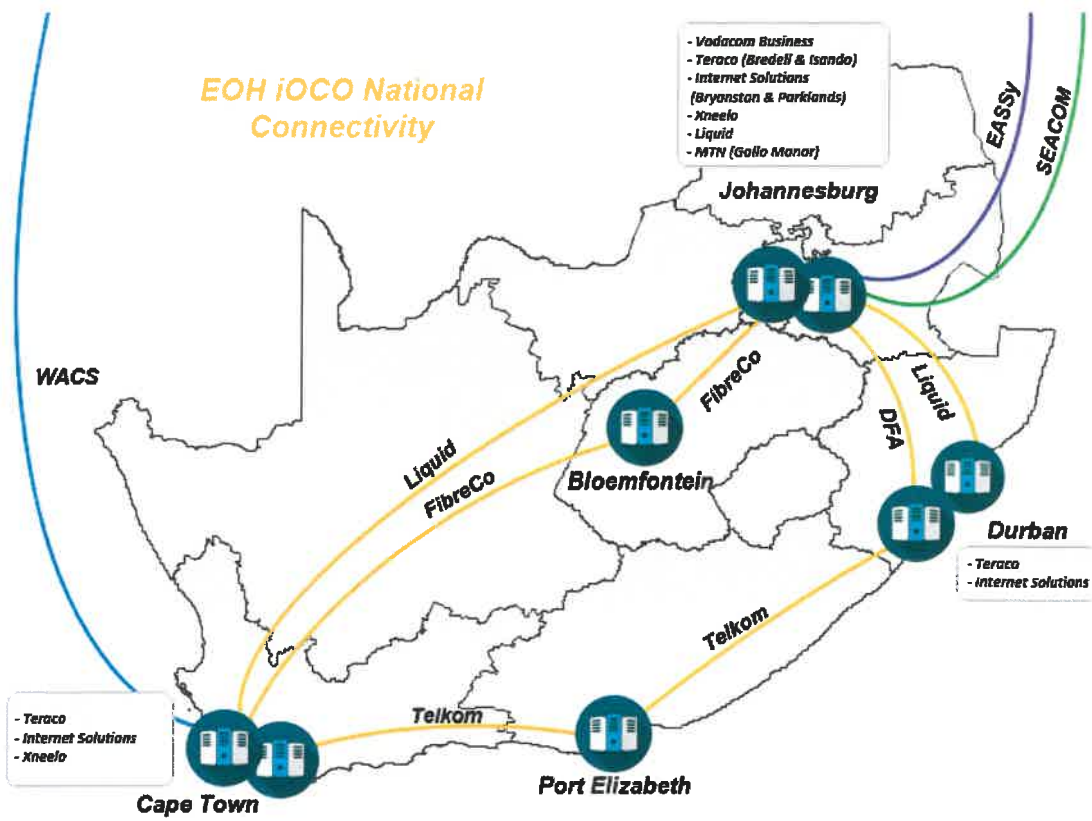


Figure 1: National Reach & Aggregation

Figure 2: Interational Reach & Aggregation

### International POP's:

- UK – Telehouse East, West & North
- Netherlands - Amsterdam

## 9.2. Last Mile Technology

By sticking to a philosophy of agnostic communication, both locally and internationally, EOH NS make use of all the major fibre and wireless providers by leverage off their existing infrastructure to extend our reach and at the same time, allow customers such as CWDM to choose access solutions which are available and best fit for their business. The idea is to allow clients to make the correct business decision based on preference and use our Next generation network to build scale within their business.

We have based the values as part of the proposal on the various last mile feasibilities received from the various vendors.

For peace of mind, we feel it is important for you to understand we make use of the following Service Providers: Frogfoot, Comsol, Liquid Telecoms, Vodacom, , MTN, EOH NS Wireless, Openserve, Amobia, Herotel, Link Africa, DFA and Metrofibre.

It is important to highlight that EOH NS have run theoretical site feasibilities at all sites, and we have been in contact with each individual vendor involved to discuss site installations and potential risks at each site. However, all sites are subject to a physical site survey before our pricing and vendor can be confirmed as there may be unforeseen site builds that need to take place. Part of our transparent model when partnering with a company is to provide all the facts, and for this proposal we have done exactly that.

We have provided costing for the most reliable and cost-effective vendor per branch for each site feasibility.

Please note that this only accounts for standard set-up cost, and monthly cost for the last mile. Unforeseen set-up costs such as pitch roof mounts, or cherry-pickers, for example, are expected to be paid by Cape Winelands District Municipality's, on a site-by-site basis.

Our mission to our clients is to expose grey areas in the market around costs and delivery. By placing a spotlight on feasibility and costs we can provide our clients a true market comparison from a helicopter view.

## 9.3. CWDM Mandatory Technical Requirements

### 9.3.1. ICASA Licence & ISPA Certificate

*The bidder must have a valid license to operate and provide ISP services. The bidder must submit a valid ICASA License Certificate as proof that they are licensed to operate and provide ISP services and must list their license numbers.*

**Comply:** Please refer to attached ICASA Licenses

### 9.3.2. Bidder's Experience

*The bidder must demonstrate relevant experience in provisioning of Internet services. The bidder must supply proof of delivering internet services that meets the scope of work by providing evidence of:*

**Comply:**

→ 1st line support capability

#### Service Management Centre (SMC)

The Service Management Centre (SMC) is EOH Network Solution's command centre for the provision of services and the management of client data and voice network.

Dependable network infrastructure is critical to support core strategy. By selecting us, a client will gain a certified and technology agnostic services provider within excess of 16 years Network experience and access to local skills across South Africa and Africa.

The primary goal of the Service Desk is to ensure that all requests for EOH ICT services are managed from "cradle to grave" in accordance with defined processes and within agreed timelines based on the classification and severity of the request. The EOH NS service desk will not only manage service requests (incidents, problems, requests) from the client, it will also integrate with the client's processes needed to ensure IT services are delivered in a consistent and effective way across all service groups.

**Service request management comprises the following major functions:**

- **Logging:** All service requests for EOH NS service desk services (Incidents, problems, questions, change requests etc.) will be formally logged in the EOH NS service desk system and a unique ticket and corresponding ticket number generated. The ticket number, service request details and assigned service levels will be communicated to the client via email and during any telephonic, chat or portal-based interaction
- **Classification:** This component seeks to assign a classification to each service request in order that the correct priority and resolver group can be allocated. Classification is not only key to correctly assigning the service request but importantly allows for detailed reporting and analysis of those service requests
- **Assignment:** Based on the classification, a service request will be assigned to the identified resolver group with the appropriate service level metrics activated. A core objective of the service desk is to ensure that service requests are correctly assigned at first assignment to minimise resolution time

- **Tracking and escalation:** Tracking and escalation of service requests is based on the assigned service level and supported by Service Desk application rules. Service Request Management is responsible for ensuring all service requests receive the appropriate focus and meet target service levels
- **Closure:** Resolved service requests will be closed in the Service Desk system and the resolution and final classification recorded. The service request logger will be informed of the resolution by the Service Desk via email or via telephone for Severity 1 requests
- **User Satisfaction Survey:** The service request logger may be provided with a mechanism (telephonic, email or web portal based) to rate the service received. This will be used for Continuous Service Improvement and training purposes
- **Reporting:** The final step in the Service Request Management process will be the generation of service reports and analytical information

## HOURS OF OPERATION



EOH NS Service Management Centre (SMC) is available on a 24 x 7 x 365 basis.

## CALL LOGGING METHODS

Customers can log a call via telephone or e-mail on the details below:



**ELECTRONIC MAIL: [support@eoh-ns.co.za](mailto:support@eoh-ns.co.za)**

Every email sent will automatically generate a confirmation ticket with a reference number.

**SMC / NOC SUPPORT TELEPHONE NO: 08600 364 67**

A reference number will be supplied telephonically and again via e-mail once logged in the system.

Only authorized Technical Contacts, as per the list submitted in the administrative pack, may log a call with the Service Management Centre (SMC). It is the customer's responsibility to ensure that EOH Network Solutions is updated with any new authorised users as well as users that may have left the company. All user additions and changes should be communicated to [support@eoh-ns.co.za](mailto:support@eoh-ns.co.za).

→ *On-site support capability*

## EOH have more than 100 points of presence within South Africa

Our head office is located in Bedfordview, Johannesburg and we have regional offices and support centres in all of the nine provinces. The map below indicates our national coverage, with presence in all major centres in South Africa, enabling us to offer our customer guaranteed support virtually anywhere in South Africa.

We provide first class onsite and remote support services including logistics management and full equipment life cycle management. Fully integrated into our service management solutions, our engineering capability enhances workspace delivery nationally. Nationally, we have more than 6,000 Infrastructure support engineers spread over 134 locations reporting into Regional Managers in all nine provinces, and over 400 ITIL® certifications.

Through this national footprint, we are able to provide field support directly or to capacitate partners in areas where they do not yet have support capability.

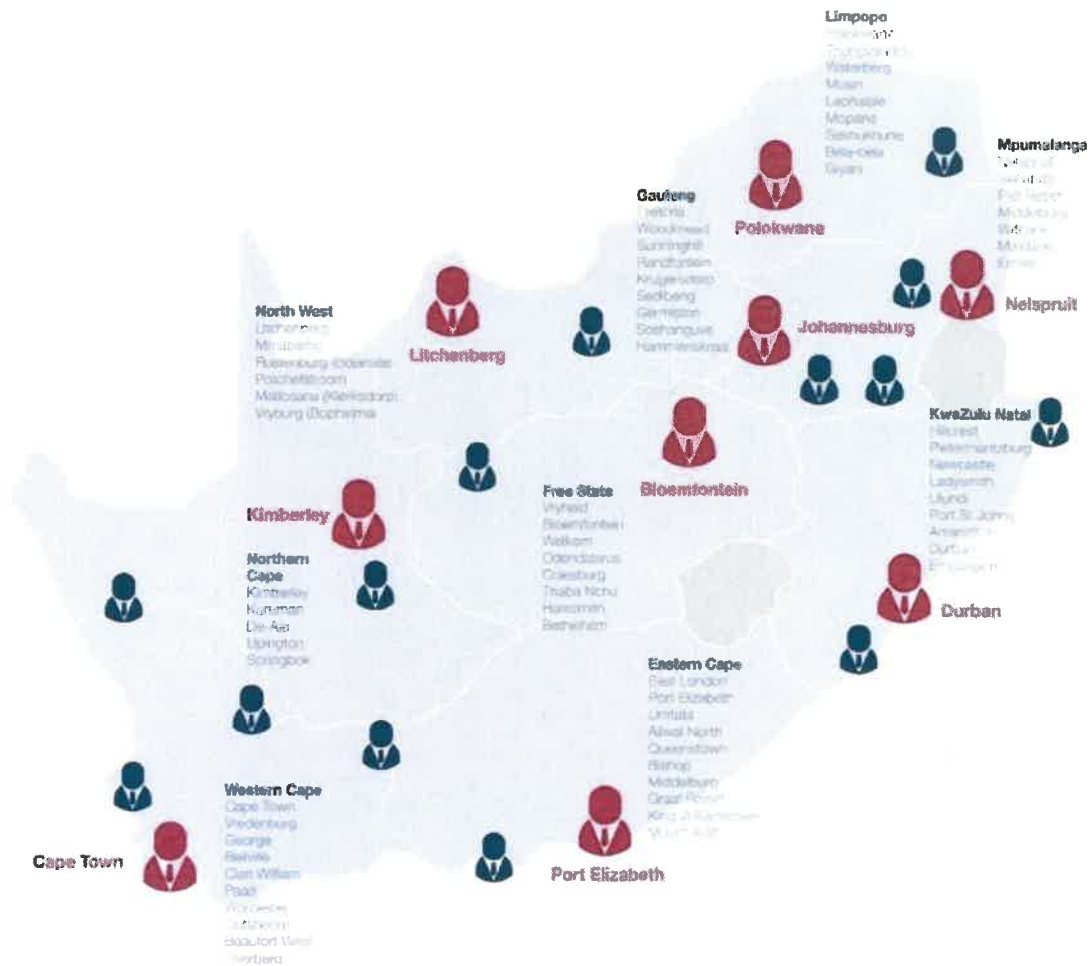


Figure 3: EOH have an unmatched national support footprint in South Africa, ensuring we are able to service our customers effectively no matter where their sites are located.

### Sufficient IT field technicians to meet any SLA

The ratio of support staff to supported devices and support staff to incidents is dependent on the required customer SLA. For large sites with a high user-density, we place field resources onsite at the location. For remote and smaller sites, we will utilise our shared resource pool of field support engineers. Generally, we attempt to maintain a support ratio of:

- ❖ 250-300 users or devices supported per field support technician
- ❖ Incidents
  - Onsite technicians: 8 incidents per technician per day
  - Field technicians: 3.5 incidents per technician per day

Region	Regional Manager	Team Leader	Field Engineer	Network Engineer	Total
Eastern Cape	2	4	36	0	42
Free State	2	1	24	0	27
Gauteng	2	7	64	18	91
KwaZulu Natal	2	2	36	1	41
Limpopo	1	2	24	0	27
Mpumalanga	2	2	25	0	29
North West	1	2	20	0	23
Northern Cape	1	2	19	0	22
Western Cape	2	2	29	2	35
<b>Total</b>	<b>15</b>	<b>24</b>	<b>279</b>	<b>21</b>	<b>337</b>

→ *Help desk capability*

### SMC Centre of Excellence

- Figure 4 below shows the high-level process model of the SMC Centre of Excellence (“COE”).
- It is specifically recorded that the unification of all technology silos is under a single monitoring system. All functions beyond the monitoring process are also common across all silos. This consolidation of Event Management enables a more straightforward task.
- Once the root cause is remedied, EOH NS’s final task is to route the remedy through the standard Change and Configuration Management Processes, regardless of the urgency of the response. Failure to enforce the Change Management and Configuration Management processes will result in inaccurate configuration information and overall process disruptions which EOH NS aims to avoid at all times as such disruptions are contrary to the basic goals of the SMC COE.
- EOH-NS aims to continuously review its infrastructure management capabilities to remain abreast with new and evolving Tools and IT business solutions.



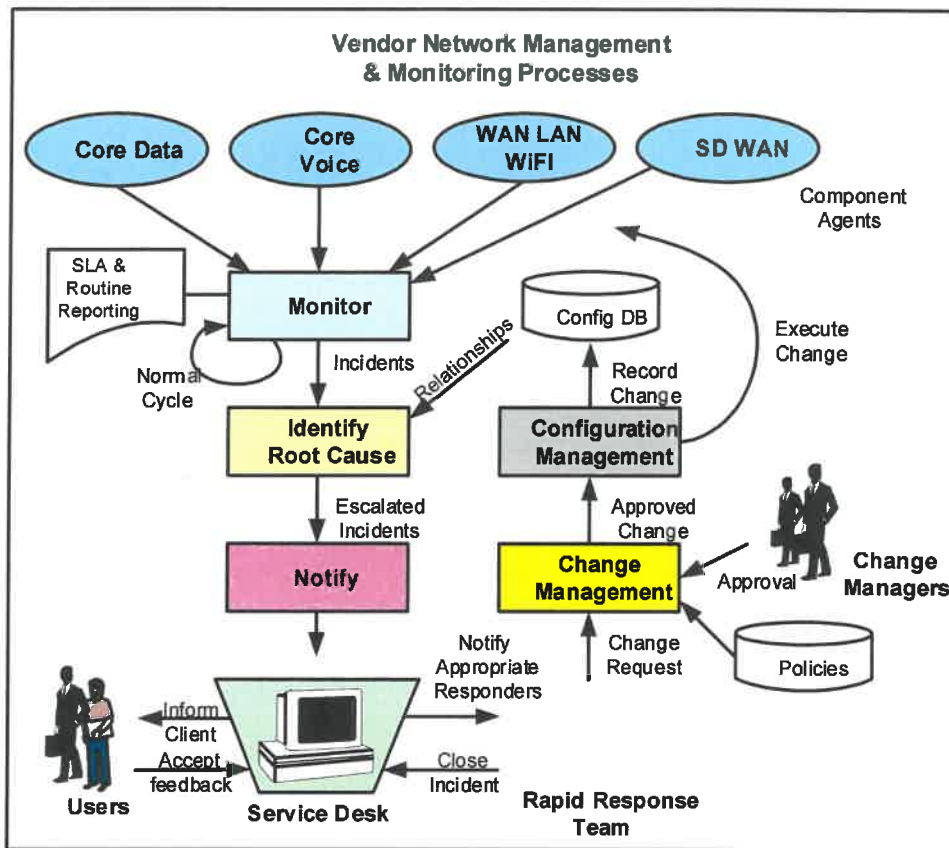


Figure 4 – SMC Management Process

→ Reference site where internet services are supplied

Please refer to attached document: Projects and Experiences

### 9.3.3. Network Security

The Network must have safeguards and security against attacks (flooding, man in the middle, Denial of Service, etc.), unauthorized access, tapping and sniffing of data on the WAN.

The bidder must indicate how this requirement will be fulfilled

Comply:

The EOH network is highly secured through Next Generation Firewall (NGFW) technology with bolt-on Unified Threat Management (UTM) features. EOH has secured the core network with NGWF appliances that are able to detect and overcome Denial of Service attacks (DDoS) from hackers that are attempting to get in and steal customer information.

The NGWF appliances are located at strategic internet peering points so that they can isolate and treat the network that has been exploited before it could render the EOH network unusable. Blackholes are punched into the DDoS DMZ segment to fool the attacker into thinking that he has gained access to the legitimate network before the affected DMZ is treated.

Internationally traffic is scrubbed to prevent DDoS attacks using our multi-layer Amour cluster based in Telehouse East and Equinix respectively. At a perimeter level EOH Networks provides additional protection through the high availability Fortigate security clusters built across multiple DC's. This external protection is an additional value add that has been built into the Cape Winelands proposal.

### 9.3.4. Monitoring and Reporting

*The bidder must provide a detailed proposal of how the following requirements will be achieved.*

*a) The bidder must provide Web Portal with log on through credentials and view health of the links to monitor link status, uptime, downtime, capacity, utilization, through a web portal to the CWDM on near real time basis.*

*The bidder must substantiate how this requirement will be met with print screens of the web portal.*

*b) The bidder will be required to monitor the performance of the network in terms of the following views using their own tools. Please elaborate how this will be done:*

- Availability
- Reachability / Accessibility
- Utilisation against Capacity

#### **Comply:**

Our NMS (Network Management System) service will allow any client to leverage our network monitoring and diagnostic capabilities as well as add a layer of technical assurance to the performance of your network infrastructure. They will get complete visibility of network availability and performance health across the network. We will facilitate access for the client via a web portal to enable real-time visibility to our interactive weather maps. SNMP access to the network can be provided (Client id required)

Some of the services include:

- ✓ Proactive Monitoring
- ✓ Proactive Management
- ✓ Configuration Management
- ✓ Configuration Backups
- ✓ Infrastructure monitoring tool - NMS
- ✓ Incident/Problem management system
- ✓ Performance and health reporting tools NMS
- ✓ Customized Web based reporting
- ✓ NMS portal for client access

Polling of devices is done using both Internet Control Message Protocol (ICMP) and Simple Network Management Protocol (SNMP). Each protocol is polled from two sources located at separate locations on the network.

Collected data is stored securely in round-robin databases and includes:

- Traffic (bps, packets, capacity, errors, discards, up/down status)
- QoS (bps per class, drops per class, bandwidth)
- Monitoring data (ICMP availability, packet loss and latency)
- Router Health (CPU, memory buffers)
- VIP/Line Card Health (CPU, memory, buffers)

- Jitter, Availability, Latency
- Server load (CPU, disk, memory, I/O, swap)
- Traffic shaping (Allot, Cisco CAR)

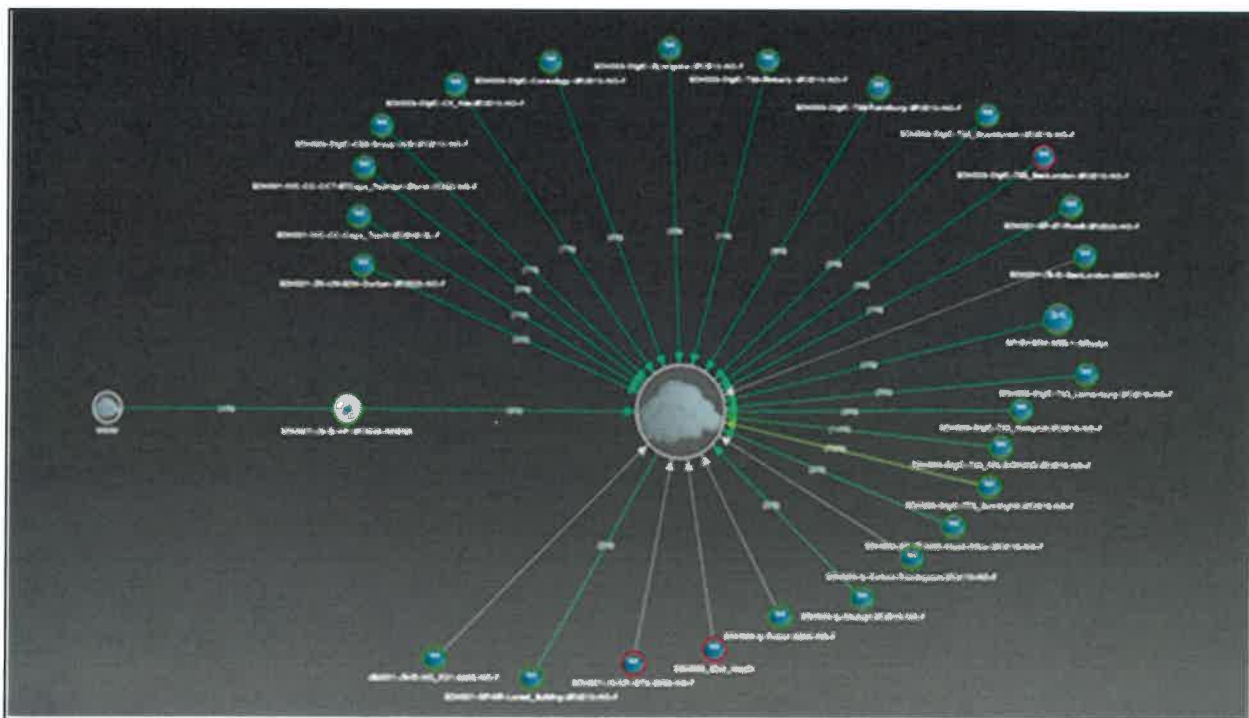
Your Network Weather Map effectively serves as a dashboard of network health and is accessible to the client's managers and staff via the internet. A 'green' / 'clear weather' scenario offers peace-of-mind that the network is functioning as required. This advanced portal service enables true visibility at a network level. The client can look at the following specific graphing at a branch level.

The map presents a live, visual indication of each link's health status and includes utilization percentages. Over-utilised links and outages are immediately identifiable. Alarms and graphs are provided for each site location:

- ❖ Flow traffic
- ❖ Site availability
- ❖ Traffic utilization
- ❖ CPE availability
- ❖ Capacity
- ❖ Packet Loss
- ❖ Latency

Supporting you across a range of technology. We are vendor/product agnostic and support most well-known brands. The key objective here is the support and management of products that have been tested and approved for manageability, maintainability and supportability.

## Network Weather Map



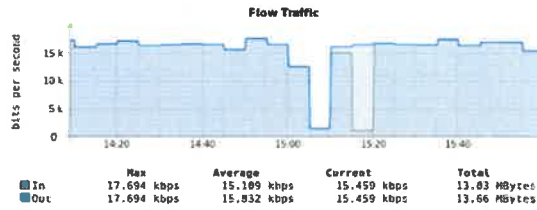
# Flow Data

Home / Flow Explorer

APPLIED FILTERS

Flow Explorer

Exit Filters Track Flow  
Show Currently Tracked Flows



TIME CONTROLS  
Start: Sat, 6 Apr 2013 14:08  
End: Sat, 6 Apr 2013 18:04  
Local time  
Update

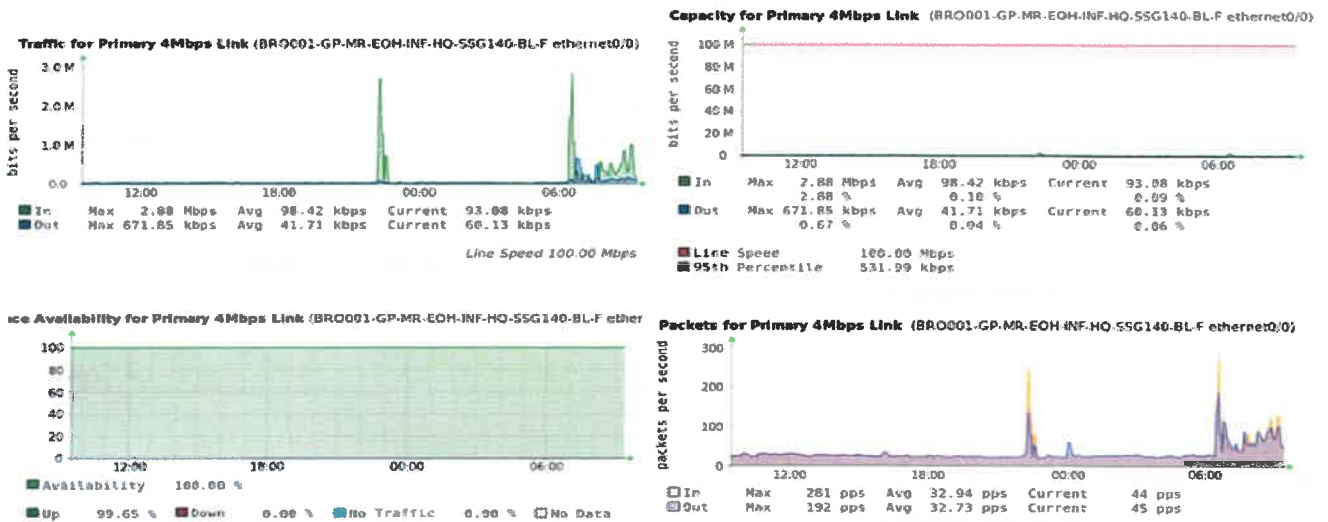
GRAPH CONTROLS  
Graph type: Area  
NETFLOW CONTROLS  
Sample rate: Automatic  
Flow Engine: nri-flow01-achosp

ASN Protocol Country Application Source Destination Conversation Detailed Device

100 records per page

Protocol	Application	Dir	Bytes	Packets	% Traffic
tcp	4949		4837.51K	48191	
tcp	1984		4200.84K	7334	
tcp	9336		1445.09K	15872	
udp	snmp		1327.86K	5481	
tcp	1225		722.86K	7114	
icmp	0		882.08K	7380	
udp	3784		407.73K	7841	

## Utilization Statistics



### 9.3.5. Bandwidth

The bidder will be required to maintain and ensure guaranteed matching of the last mile bandwidth capacity.

The bidder must substantiate how this will be offered and guaranteed on their network.

Comply:

Last Mile links are associated with bandwidth that is policed to the configured bandwidth on the WAN interface derived from the site's allocated bandwidth. By doing this EOH Networks are not only able to ensure the client gets what they are paying for but also have the ability to report on these stats daily, weekly and monthly. Policers are applied as below on our core network:

```

set groups CUSTOMER-XXXX-XXXX firewall policer XXXX-L2-NAT-
ID-XXXX if-exceeding bandwidth-limit 100m
set groups CUSTOMER-XXXX-XXXX firewall policer XXXX-L2-NAT-
ID-XXXX if-exceeding burst-size-limit 10m
set groups CUSTOMER-XXXX-XXXX firewall policer XXXX-L2-NAT-
ID-XXXX then discard

```



## 10. Project office & methodology

*We fully understand that introducing change within an organisation is difficult and that change needs to be managed if it is to be successful. New project implementations or transformational projects require a tried, tested and professional approach if they are to be successful.*

EOH NS has a proven track record in the implementation of various solutions. A project of this nature would follow these tried and tested methodologies to ensure that all objectives are met in the designated timeline and within budget. To illustrate these methodologies a draft Project Definition Report follows, which highlights issues such as Timelines, Milestones, System Acceptance, Documentation and Hand-over.

To implement the service required by Cape Winelands District Municipality and ensure an accurate understanding of the Cape Winelands District Municipality environment, as well as ensure the provision of an efficient, reliable, and manageable environment, EOH NS will apply its standard methodology, with specific modifications to suit Cape Winelands District Municipality's requirements

### Project Standards and Methodology

The Project Management Methodology is aligned with the principles set out by the worldwide Project Management Institute as defined in the PMBOK. The PMBOK is the worldwide standard for best practice project management and is a collection of processes and knowledge areas widely accepted as best practice within the project management discipline.

EOH applies each aspect as appropriate through a series of interrelated steps, effective planning tools, and techniques sequenced in a systematic and logical manner for initiating, defining, planning, executing and closing-out a project.

### Project Implementation Methodology

The high-level diagram shown below depicts the entire Project management framework, which will be followed with respect to the deployment of this network rollout

Project Phases & Processes			
Initiation	Planning	Execution	Closing
- Register Project	- Finalise Project Plan	- Execute Project Plan	- Project Sign-Off
- Assign PM	- Equipment Procurement	- Monitor and Control Deployment Activities	- Post Implementation Review
- Internal Project Kick-Off Meeting	- Schedule Resources	- User Acceptance Testing	

- Project Definition Meeting

- Create User Acceptance Documentation

- Branch Sign-Off

- Create Project Charter

- Branch Handover to Support Team

## Monitor and Control Project Work

### Program Management Office (PMO)

The Programme Management Office (PMO) defines and maintains standards for project management within the organization. Our PMO strives to standardize and introduce economies of repetition in the execution of projects. The PMO is the source of documentation, guidance and metrics on the practice of project management and execution.

### The role of the PMO within EOH

The Programme Office team's role is to assist management and to support the Programme(s) in the achievement of its objectives. It does this by providing the tools, techniques and skills necessary to manage a scope of work through to a successful conclusion. Most importantly it is there to provide consistency of project and programme management approaches.

### Why do we make use of a PMO?

The PMO is the “centre of excellence” for EOH, providing project management consistency, training and support in all realms of Programme Management such as Programme and Project Planning, Risk Management, Issue Management, Change Control, Cost Control and document/file Version Control.

- The PMO provides an ‘early warning’ system that can indicate where future problems may arise and reduce any repetition of problems previously experienced.
- The PMO develops and maintains the methodologies used by EOH NS and adopts recommendations from previous ‘lessons learned’. The PMO enables and enhances effective communication by having common processes, deliverables, and terminology.
- The PMO sets up and supports a common Document Library so that prior project management deliverables can be reused by similarly scoped projects.
- The PMO is responsible for Project Manager/Management training (PM). This helps to build core PM competencies within the organisation and reduces or removes the expense of training costs paid to external consultants.
- The PMO supports our project managers in the day-to-day running of their projects and assists in the application of approved techniques to help keep projects on time and within budget.
- The PMO provides reports that are cyclically repeatable to all levels of management. It also tracks organisation-wide metrics on the state of project and program delivery.

### Project initiation at the PMO

EOH will assign a project manager to the project as well as the necessary technical, commercial and human resources required to meet the project objectives. The detailed project planning for the execution phase will be developed by means of a series of workshops and planning sessions by a selected project team.

Project initiation provides an opportunity for both EOH and the Client, as well as the identified third parties, to communicate the desired project outcomes and to familiarize team members with the proposal details and project methodology, phases and requirements. A formal project will be initiated for the deployment and a Project Charter, project steering committee and project budget will be established as part of the process.

### Project Charter

Any new project is formally implemented through the acceptance of the Project Charter. The Project Charter typically contains the stated intentions of the project and is composed of the following information:

Charter information	Detail
Scope of services	The scope of services is extracted from the tender document. It is important to clarify at an early juncture the definition, inclusions and exclusions of the services. This is dealt with as part of the project definition phase, but early recognition of anomalies can avoid unnecessary effort later on.
Identify additional projects / current projects	Projects are frequently run in conjunction with other projects so early identification of other projects which may hamper the implementation of the current project need to be identified.
Timescales	Key milestone dates should be highlighted in the project. These can be customer specific dates or project specific dates. A financial year-end / IT / business milestone can have an enormous impact upon applying pressure to certain activities of the project.
Clarification of pricing	In most cases a proposal is submitted where several assumptions had to be made. During the Due Diligence process, we will clarify most assumptions. This becomes important to substantiate pricing in terms of inclusions, exclusions, maintenance, third party issues, licensing, consumables, end user training, staff structure (pricing), software pricing, transition costs, Due Diligence costs, travel, contracts, etc.
Signatories, distribution lists and transition teams	Communication is of utmost importance in being able to define the activities of the project. Some projects have the added complexity of having third parties, or opposition organisations involved.
Assumptions and risks	Assumptions are inevitable during a bid process and the Due Diligence process clarifies all of assumptions. Complete transparency is an ally to the process, allowing for risks to be communicated and managed accordingly.

Charter information	Detail
Progress control	<p>The project progress is monitored at three levels of meetings:</p> <p>Steering committee meeting: conducted on a monthly basis and attended by the executives (sponsors) IT managers and the EOH NS core team. High-level progress and risks are addressed</p> <p>Project progress meeting: involve all the streams i.e. both technical and non-technical. They are scheduled weekly and attended by team leaders, IT managers and the core EOH NS team. Project progress and stream inter-dependence is monitored.</p> <p>Ad hoc technical meetings - held to address the technical activities of the various services.</p>
Project roles and responsibilities	All members of the project team, including those of 3rd party companies, have clearly defined roles and responsibilities with respect to the project.
Key deliverables and acceptance criteria	As this has a sign-off this becomes a vehicle with which to clarify activities as well as obtain commitment from all role players.

## Project management approach

Our approach entails:

- ✓ Engaging with the client on a project roadmap and deployment timeline.
- ✓ Clearly understanding the client's business strategy and objectives, as well as the client's ICT departments' mandate to support the initiatives.
- ✓ Together with the client, identify key projects milestones. Both parties will need to agree the objectives, timelines and approach as well as the roles and responsibilities commitments.

The project process consists of four sequential phases:

- Initiation – Plan & Set Up
- Planning – Plan & Set Up
- Execution – Plan & Set Up, Direct & Control
- Monitor & Report.

## Project Phases

Initiation Phase – The project can be outlined, and its approximate boundaries drawn, and there is a clear understanding of the purpose of the project and of its desired outcome. In this phase, the Project Manager:

- ❖ Determines the scope and approach and constructs a Project Plan
- ❖ Plans acceptance, communication, contract baseline management, metrics, process improvement, and project completion
- ❖ Identifies the key risks and commences risk management
- ❖ Defines the project environment and organization and starts building a team.



**Planning Phase** – In this phase the project plan and acceptance testing documentation are finalised. Resources are scheduled and the required equipment ordered. The phase is complete when the Project Plan is baselined following formal approval by the client and EOH.

**Execution Phase** - The Execution Phase commences after the project is agreed with the client. At this point, some of the project resources are committed. Products / services are designed, developed, integrated, delivered, and deployed according to the agreed plan; progress is monitored and reported; metrics are collected and maintained; actions are taken to keep the project on track in the event of any deviations; problems, issues, risks, and changes are identified and monitored; actions are taken to update the project plans as needed; and the acceptance of project deliverables is managed. (This phase is complete when the customer has formally accepted (possibly with waivers or conditions) all the deliverables as defined in the user acceptance documentation.)

**Closing Phase** – The closing phase commences after formal acceptance of all deliverables. Staff from the project team are moved on to new work; project assets are accounted for and returned to their original owners; contractual issues are resolved; records are archived; lessons learned and supporting metrics are collected and added to our knowledge sources; and, if relevant, the client relationship is transitioned to other managers. The phase is complete when the project completion criteria are met.

**Project Risk management**

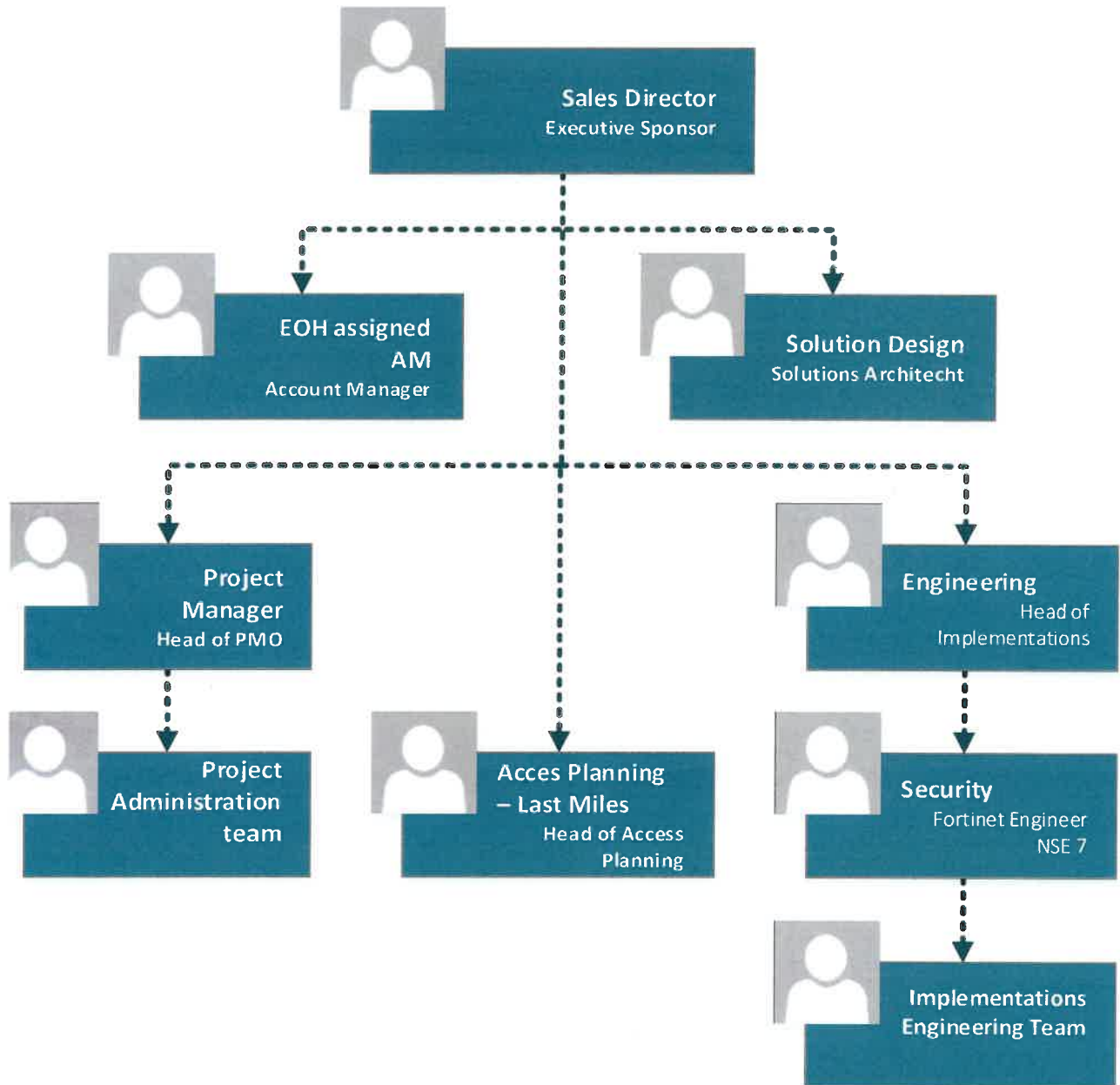
The Risk Management Process will be undertaken to ensure that each risk identified within the project environment is documented, escalated and mitigated as appropriate. Risks are defined as ‘any event which is likely to adversely affect the ability of the project to achieve the defined objectives. Risk Management will be undertaken on projects through the implementation of five key processes:

- The identification of project risks
- The logging and prioritizing of project risks
- The identification of risk mitigating actions
- The assignment and monitoring of risk mitigating actions
- The closure of project risks.

Risk	Mitigation Action
Extensive wayleave lead times	Investigate temporary wireless or LTE solution
Time between initial feasibilities & deployment	If changes occur that affect feasibility, investigate alternate options with Cape Winelands District Municipality
Load shedding	Project manager to align site cutovers with load shedding schedule  UPS to be installed onsite  Branch managers to made aware of impact of load shedding at high site

## Delivery Team Organogram

The below Organogram is a high-level view of major points of contact for the Cape Winelands District Municipality IT team.



## 11. Conclusion

EOH NS has a proven history of consulting, implementing, and managing communication solutions of all sizes and levels of complexity. EOH NS Core & Voice Engineers have the familiarity, confidence, and competence to install, support and maintain the requirements outlined by Cape Winelands District Municipality.

Managing your network uptime directly influences your bottom line as well as your ability to conduct business effectively.

With a focus on optimising networking costs, shifting strategy towards the cloud and investigating how Cape Winelands District Municipality's people work, and where they work, we are confident that we are able to support Cape Winelands District Municipality in the directions they go, ensuring that we continually focus on reliability, redundancy, agility & personal, service excellence.

Over and above this, Cape Winelands District Municipality will gain:

- A vendor agnostic partner providing access to best-of-breed technologies
- Full-Service Solution
- Peace of mind
- No expensive software, licensing, hardware and maintenance cost
- No complexity of managing multiple toolsets and technologies
- Effortless Experience
- Scalability for future growth



At EOH NS, our key focus areas are invested in client service and helping our customers achieve their business objectives. We are committed to keep building our long-term partnership with Cape Winelands District Municipality and, integrating with Cape Winelands District Municipality IT staff to future proof your data solution networks and continue to innovate as trusted advisors.

We have made significant investments into voice, cloud computing, security, digital Transformation and SDN infrastructure solutions. These focus areas remain the driving force of our future strategy.

We look forward to the next phase of the process and trust that the above document meets your required needs.

## 12. Social value contributions

EOH is committed to sustainable transformation and the empowerment of the previously economically marginalised and disadvantaged. We continue our drive towards economic and social equity through the process of Broad-Based Black Economic Empowerment (B-BBEE). We are currently rated a Level 1 B-BBEE business. We have committed to black ownership objectives and are in the process of implementing a new phase of our transformation plans.



As a certified Large Enterprise Level 1 Contributor, EOH has B-BBEE Procurement Recognition of 135%. 58% of EOH's staff and 60% of our Board members are black. EOH's current effective black shareholding is 37.02%. The effective black ownership is currently under review following a recent BBBEE transaction.

EOH is Africa's leading ICT and Knowledge provider with some of the richest skills and ICT capabilities on the continent. In a resource-constrained environment, we have seen that our concentration of skills, our know-how and capabilities have become vital to quality service delivery in many of South Africa's tier 1 corporates.

We are committed to bringing offshore work currently being placed abroad by South African corporates back home to ensure that we create much-needed local jobs essential for the socio-economic upliftment of our country.

### 12.1. Transformation objectives

EOH's transformation objectives are wide-ranging and include:

Employment equity initiatives	Our various empowerment initiatives and Youth Job Creation Initiative have ensured that 58% of EOH's staff is black; we will continue to increase this percentage.
Skills training and development	EOH has our own Learning Hub and several training centres. EOH staff, with a focus on fast-tracking our black staff, attends training courses throughout the year.
Enterprise and supplier development	EOH has several enterprise development initiatives aimed at developing black owned companies through financial and nonfinancial support. Mentorship, coaching and counselling form a significant part of developing, empowering and building black owned companies into sustainable businesses in the technology and knowledge services sectors.
Black ownership	EOH Holdings Limited (EOH) is an entity listed on the Johannesburg Stock Exchange (JSE). Because of being a listed entity, the shares are traded on the open market and the company does not have any control over the trading of EOH shares, and who ultimately owns them. EOH's stated objective is to continue to be a black owned company.

#### 12.1.1. EOH B-BBEE transformation plan

In this document, we describe our B-BBEE transformation plan. This plan is focused on each of the elements as per the Broad-Based Black Economic Empowerment Act (53/2003). The elements include:

- Ownership
- Management Control
- Employment Equity

- Skills Development
- Preferential Procurement
- Enterprise and Supplier Development
- Socio-Economic Development

## 12.2. Equity ownership

EOH is a JSE-listed entity and shares are thus held in the open market by individuals and institutions. The ownership assessment of the EOH Group is based on the publicly held shares. In the calculation of the current and predicted rating, all the following principles have been considered:

- ❖ Continued consequence. EOH has, in the past, embarked on two B-BBEE transactions, namely, the acquisition of M-IT and TSS Managed Services. From this, continued consequence points have emerged. The previous owners of these companies are represented on the EOH Board and actively participate in the highest level of decision making in EOH.
- ❖ Modified flow-through. We have an Employee Ownership Scheme that gives EOH shares back to black employees. This scheme has been in place since 2007.
- ❖ Exclusion of Mandated Investments. In our past ratings, we have excluded Mandated Investments. At this point we anticipate continuing with this practice.
- ❖ Foreign exclusion. Since EOH has foreign subsidiaries, the contribution of these subsidiaries is excluded in the ownership calculation.

## 12.3. Skills development

Our business success is built on the philosophy “Technology makes it possible – people make it happen”. EOH is committed to attract, develop and retain the best people.

The purpose of the EOH Learning Hub is to build business-relevant skills. The curriculum focuses on leadership and competency development. Our training efforts are mostly aligned with the National Qualifications Framework, rewarding the learners with a national qualification or credits towards a national qualification. Our curriculum is aimed at supporting business to equip our current and prepare our future leaders across all occupational levels. Selection for our programmes is based on EAP percentage ratios, where possible. Leadership development programmes currently consist of: Supervisory Skills (young leaders and prospective young leaders)

- Emerging Managers Programme (junior management)
- Advanced Managers Programme (middle management)
- IMPACT self-leadership programme (Enneagram and neuroscience-based – all employees)
- Coaching Skills (all managers)
- Mentorship Programme (all managers)

EOH invests significant efforts and time in ensuring ICT skills are maintained and improved for all employees. The EOH Learning Hub is part of the EOH Centre of Excellence and selects the appropriate service providers (based on merit) for leadership and competency development. We have a combination of internal and external service providers. Our business units make use of mostly external service providers for ICT technical skills development.

## Preferential procurement and enterprise and supplier development

The EOH Group is committed to transformation and good corporate citizenship. In line with our business philosophy, we aim to contribute to society in a meaningful way by ensuring that in our procurement practices, preference is given to emerging Black-Owned and Black Women-Owned enterprises and companies that embrace the B-BBEE principles. The recent changes in the targets and scoring within the new ICT code mean that we will re-align our Preferential Procurement programmes. Despite this short-term impact, we are confident that, with the right focus, our preferential procurement scores will improve over time.

EOH acknowledges and accepts that we have an important role to play in normalising our society through various enterprise and supplier development programmes, in order to redress the imbalances created by previous practices, arising from all forms of discrimination, including race, gender and disability.

EOH has several enterprise and supplier initiatives aimed at the development of Black-Owned companies. We provide financial and non-financial support. Mentorship, coaching and counselling form a significant part of developing, empowering and building Black-Owned companies into sustainable business in the technology and knowledge sectors. EOH has a number of small, medium and micro-enterprises (SMMEs) on the Monyetla Enterprise Development Programme.

The Monyetla Enterprise Development Programme's aim is to attract young entrepreneurial businesses in the SMME space and provide them with a pathway to growth that meets the specific requirements of each EDP partner.

### 12.4. Socio-economic development

EOH recognises the need to contribute to the transformation and economic growth of the community at large in terms of access to ICT and Corporate Social Investment. Youth development is paramount to a prosperous South Africa and, to this end, EOH's Corporate Social Investment (CSI) activities include programmes and initiatives focused on youth.

Different programmes are identified from time to time and the relevant beneficiaries are determined on a case-by-case basis, depending on the specific initiative. It is, however, a prerequisite of any programme that the beneficiary base is more than 75% black.

With the change in the ICT codes, we have aligned our assessment criteria with the requirement that the specific initiative must be ICT-related.

Before engaging in any project, we assess the sustainability of the programme, as we acknowledge that once-off contributions to a cause do not necessarily have the desired outcome or ensure sustainable long-term benefit to beneficiaries. In focusing most of our contributions on education, we ensure a long-term benefit to beneficiaries. EOH has participated in numerous programmes over the years, including:

- Financial support for the Maths Centre, which focuses on teaching mathematics, science, technology and entrepreneurship. The Centre's primary objective is to equip teachers, learners and parents with learning material and programmes to improve their competency in these subjects.
- We have embarked on programmes with Belgium Campus to give unemployed youths the opportunity of getting a tertiary education and workplace experience. We are also going to create a

programme that focusses on the students that benefitted from our Maths Centre project at school level to obtain a tertiary education and learnership.

- In the health field, EOH partnered with the South African Business Coalition on Health and Aids (SABCOHA) to make a difference in the lives of thousands of South Africans through comprehensive health screening and intervention programmes.

EOH is committed to continue contributing to the transformation and economic growth of the community. We believe the BEE aspects of our approach as set out above will provide a clear statement of EOH's intent and plans regarding empowerment and transformation.

## 12.5. The elimination of corruption

The unethical behaviour discovered at EOH early in 2019 echoes the corruption and broader lack of values being revealed in initiatives such as the Zondo Commission of Enquiry and the investigation into the collapse of VBS Mutual Bank. EOH is committed to putting courageous principles at the forefront of our decision making by taking a stand for what we believe in, doing the right thing even if it comes at a price, failing forward, having the courage to admit our mistakes and, most importantly, taking accountability and working as a team to remedy them. As we put in place the controls and processes necessary to address the governance and financial weaknesses identified and futureproof the business, we have seen a culture shift towards ethical leadership and the emergence of a deeply responsible consciousness.

We have been transparent and candid about the challenges we faced in addressing these issues, in line with our values and commitment to sharing the lessons we have learnt, including through the EOH Courageous Leadership Series. This initiative was introduced in 2019 and stemmed from the need to instil a new and sustainable ethos within EOH. The concept of courageous leadership has now been embedded in our organisation through our SOLVE purpose (see About EOH) as we aim to solve challenges courageously and exponentially using our deep industry expertise.

### Post-investigation actions

ENSAfrica made significant progress in completing its forensic investigation into the material aspects of the irregularities identified in the initial phases of the investigation. As part of the outcomes of the investigation, EOH completed the implementation of the anti-bribery and corruption framework recommended by ENSAfrica and PwC. We reported all suspicious activities and related suspects to the Financial Intelligence Centre and reported all those identified in facilitating the identified irregularities to the South African Police Service. All individuals directly implicated by the investigation are no longer employed at EOH.

ENSAfrica has been instructed to fully cooperate with all authorities to enable the legal processes to unfold and we are also engaging SARS and National Treasury to settle any liabilities. Summonses have been issued against the main culprits of the wrongdoing to recover some of the loss that EOH suffered as a result of their actions.

Furthermore, Group CEO, Stephen van Coller and ENSAfrica's Head of Forensics, Steven Powell, who led the forensic investigation into suspicious transactions at EOH testified at the Zondo Commission on the findings of the investigation. We are very proud to have been able to support the work of the Commission and our judicial system through the evidence presented.

## Best practice governance, risk and compliance

The Chief risk officer's report and EOH governance framework provide more information on EOH's ongoing endeavours to entrench a best practice governance, risk and control framework. We are committed to delivering and enhancing the CODE programme, our initiative for sharing our role as a responsible corporate citizen with our employees and our partners, to ensure the highest standards of integrity and ethics. A Board approved sustainability policy that resulted in training was rolled out during the year on our prioritised Sustainability Themes, SDGs, understanding the Triple Bottom line and an overview of ESG pillars for assessing risks and returns. We implemented automation enhancements and introduced new oversight forums to further strengthen governance, risks and controls.

We appointed a Chief Risk Officer in April 2019 who led the establishment of a new governance, risk and compliance capability responsible for ethical leadership and responsible corporate citizenship across the Group. Further appointments were made during the year to build capacity and strengthen oversight and control in legal, procurement, HR, compliance and internal audit.

Our enterprise risk management approach has been significantly enhanced following comprehensive work undertaken to identify, quantify and embed best practice processes, with input from external and internal experts. Significant emphasis has been placed on ensuring a more corporatised approach to risk that extends consistent oversight across the companies in the Group.

We have further strengthened our finance function to ensure that it is empowered to be honest and courageous, to highlight red flags and to blow the whistle if necessary, without fear of victimisation. EOH's Expose\_IT whistleblowing App provides an effective channel for whistle-blowers to communicate concerns to the Company's leadership.

## New approach to third parties and opportunities in the fight against corruption

EOH adopted new and robust procedures to prevent a reoccurrence of the ethical and governance lapses that occurred. These procedures include:

- establishing a Conflicts Management Control Room that conducts a thorough due diligence on any potential third party that the Group intends doing business or establishing a relationship with;
- engaging ENSafrica to review, screen and vet all public-sector deals and related partners;
- enhancing the bid review process, which incorporates all oversight functions and the business areas, to ensure that all tenders EOH intends to bid on are clean and free from any potential irregularities; and
- rolling out continuous training, which has a specific focus on anti-money laundering, anti-competitive and anti-bribery and corruption training. In the first edition of this training, EOH achieved a 93% attendance and completion rate for these programmes.
- We also aligned with the 10 principles of the United Nations Global Compact

## Promoting courageous leadership through our solve purpose

The EOH Courageous Leadership initiative was introduced in 2019 and stemmed from the need to instil a new and sustainable ethos within EOH. The key tenet of the initiative was about placing courageous leadership principles at the forefront of our decision making. This was a key focus area for the Group last year as we embarked on a journey towards cleaning up the business from a governance and financial



perspective in order to build a culture of deeply responsible and ethical EOH citizens.

The concept of courageous leadership has now been embedded in our organisation through our SOLVE purpose (see [About EOH](#)) as we aim to solve challenges courageously and exponentially using our deep industry expertise. This approach supports the evolution of the digital solutions that our customers need in order to deliver their goods and services in an ethical way, that are futureproof and protect their customers and wider stakeholders over the longer term.

## 12.6. Solve for COVID-19

EOH's response to the COVID-19 pandemic provides an excellent case study of the depth of intellectual property across the Group that enables the rapid development and implementation of innovative and sustainable technology solutions.

At the start of lockdown, we had to transform our business into a digital-first organisation while simultaneously sustaining service delivery to our clients. We implemented a process to drive internal collaboration that identified technology within the Group that could be used to rapidly respond to the needs being identified by business, government and our own people. This collaboration resulted in 75 different fully-fledged solutions being developed and launched over three months, focusing on four main areas: creating a remote workforce, returning safely to work, adapting to the new digital normal and supporting public service and health.

We enabled remote work for corporates and SMEs through remote collaboration tools and secure remote desktops, cloud enablement and platform optimisation, and remote workforce management and tracking. We also provided extensive security and VPN management solutions, as well as data, connectivity and network optimisation. Our contact centres and service desks switched to remote operation seamlessly for all clients.

We developed ICULATE, a unique solution that provides a self-contained fully-fitted intensive care and isolation ward in a 12-metre container. The unit is modular and can be set up quickly to extend intensive care and high care isolation ward facilities, with the design concept finalised within three days.

e-Scripting is a telemedicine solution that helped people to get essential medicines and services without leaving their homes. It enables digital electronic signatures that facilitate electronic prescriptions to pharmacies and referrals among service providers. Patients could remotely consult with their healthcare professional, have their script submitted to the pharmacy and their medication safely delivered. This increases revenue for medical providers, decreases fraud, reduces dispensing errors and decreases overall administration costs.

When the local lockdown started to lift, we supported the transition and reactivation of the economy in line with our commitment to getting the country back to work safely, digitally and sustainably by rapidly developing a suite of applications to support SMEs and large enterprises.

The Sikhona platform enables companies to get their staff back to work in a safe, controlled way while remaining compliant with regulations around social distancing. Sikhona enables organisations to manage their COVID-19 risk, workforce locations, staff productivity and real estate, and can be integrated into HR and payroll platforms. We implemented the solution internally at EOH to open offices responsibly, make sure employee health is managed effectively, allow for rapid response for infections on site and proactively manage capacity at our offices.

GetSpace, a part of the Sikhona platform, is a workforce on demand solution that modernises access control and simplifies management of corporate buildings and offices. It has great applicability beyond COVID-19. The solution digitises the booking of space at offices to ensure that office space is not over subscribed and supports social distancing.

We released cutting edge digital customer engagement solutions such as Digital On-boarding Verification Solution (DOVS) that uses advanced facial recognition software, 3D face mapping and real-time liveness testing to instantly and securely onboard and verify customers from their mobile devices.

Following a call from government early in April, we built web solutions for the Solidarity Fund and Business for South Africa (B4SA) on a pro-bono basis and in 48 hours. Working with fundraising experts Back a Buddy and the Gauteng Food Security Council, we are helping to develop a humanitarian relief and crisis management platform to co-ordinate food provision across the country.

The LinkedTo platform is a unique solution that connects donors and those in need to leverage resources and efforts to maximise the impact of food donations. It allows NGOs to identify and locate communities in need, and track and record food parcel delivery as part of COVID-19 relief efforts. The LinkedTo solution is currently in pilot phase, and the information is fed back to the Presidency to assist in coordinating relief efforts through the Solidarity Fund. This solution has international expansion potential and can be used for provision of any aid resources, not only food.

We understand that the sustainability of our business is deeply intertwined with the state of our nation and we are committed to supporting where we can, leveraging our technology and our people. As Africa's largest systems integrator, EOH has a range of solutions that can help to protect the country's workforce and enable the economy to recover and re-establish itself.

#### **12.6.1. Other solutions created during 2020**

Digitising the National Skills Fund - The National Skills Fund was run predominantly on paper processes, which resulted in significant inefficiencies and poor reporting capabilities. We developed an end to end digital platform that streamlines the process of funding projects for education and reporting on these projects. The platform covers the full spectrum of the Fund's activities from lodging a request to building new tertiary and technical vocational colleges, learner performance monitoring and tracking spending on projects. This increases efficiency and significantly reduces the risk of fruitless and wasteful expenditure, which improves education outcomes for more learners.

Telecommunications - We partnered with a pan-African telecoms organisation to develop a next generation self-care mobile solution for use in Africa. With a leading user experience, the solution incentivises customers to use the mobile app for services instead of the call centre. The app was designed and built on an omni channel-ready architecture and provides a best-in-class mobile application experience. This app is the framework for all digital customer self-care applications and sets the new standard for the Group.

Insurance industry solutions - Our client's challenge was to grow their product offering, expand their market reach and better service their customers. Our solution was to build a rich user experience on a new digital mobile channel that gives their customers the ability to register for insurance products and submit claims quickly and easily, without the need to contact a sale or claims representative. This also solved another big challenge of the company scaling without growing headcount. Importantly, it enables short-term insurance products to be offered to those who need it most but have, until now, been largely

excluded from the insurance market.

Energy metering and monitoring - We developed support for online, back-end, prepaid and post-paid electricity metering on our integrated software platform. The platform is fully integrated with the customer's system, replacing a previously paper-intensive workflow with an entirely paperless environment. We also deployed new technology internet of things (IoT) grid monitoring solutions that enable customers to monitor their electricity grids via a cloud-based portal at a fraction of the traditional costs. These solutions are deployed in South Africa, Namibia, Nigeria and Kenya.



**Independent Communications Authority of South Africa**

Small Business and Enterprise Development  
Private Bag 278, Newclare, 2051

**INDIVIDUAL ELECTRONIC COMMUNICATIONS NETWORK SERVICE LICENCE**

**No: 0232/IECNS/JAN/2009**

**GRANTED AND ISSUED**

**TO**

**EOH MTHOMBO (PTY) LTD**

**REGISTRATION NO: 1998/000103/07**

**FOR THE PROVISION OF**

**ELECTRONIC COMMUNICATIONS NETWORK SERVICES**

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS  
AUTHORITY OF SOUTH AFRICA**

**EFFECTIVE FROM 16 JANUARY 2009**

**TRANSFERRED DATE: 13 AUGUST 2012**

A handwritten signature in black ink, appearing to be 'SS Mncube', written over a horizontal line.

**DR SS MNCUBE  
CHAIRPERSON**

**DATE: 17 / 01 / 2014**

## 1. LICENSEE

The Licence is issued to:

- 1.1 Name of Company/Entity: EOH Mthombo (Pty) Ltd
- 1.2 Shareholders: EOH Holdings Limited – 100%
- 1.3 Ownership held by persons from historically disadvantaged groups:  
30,72%

## 2. CONTACT DETAILS

2.1 The contact person for the Licensee shall be:

- 2.1.1 Name: Eduard du Plessis
- 2.1.2 Tel: (011) 266 4000
- 2.1.3 Fax: (011) 219 7500
- 2.1.4 Cell: (083) 450 6060
- 2.1.5 Email: Eduard.duplessis@eoh-ns.co.za

2.2 Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designated person.

## 3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

3.1 Postal Address  
PO Box 6458  
Halway House  
Midrand  
1685

3.2 Physical Address  
Bates House, Tybalt Place  
Waterfall Office Park  
Cnr Howick & Treur Close  
Midrand  
1685



## SCHEDULE

### 1. **Trading Name**

EOH Mthombo

### 2. **Geographic coverage**

The Licensee shall provide national coverage of its electronic communication network services.

### 3. **Rights and obligations**

3.1 The Licensee is hereby authorised to construct, maintain and operate an electronic communications network, as well as provide electronic communications network services.

3.2 The rights and obligations under this licence may be exercised or performed by a third party, including its agents and contractors. The Licensee shall be responsible for the acts or omissions in respect thereof on the basis that –

3.2.1 the liability of the Licensee for any acts or omissions of such third party, including agents or contractors, in relation to the exercise of such rights shall be limited to acts or omissions which constitute a contravention of the conditions of this Licence;

3.2.2 the Licensee shall stipulate adequate provisions in its contracts with such third party, including agents or contractors, to ensure that their exercise of any of the above rights do not contravene any of the conditions of this Licence;

3.2.3 should any such third party, including agents or contractors, commit any act or omission in contravention of a condition of this Licence, the Licensee shall, upon becoming aware thereof, act as expeditiously as is reasonably possible to remedy such contravention and for this purpose the Licensee shall be afforded reasonable time; and

- 3.2.4 the Authority shall, upon becoming aware of any contravention of this Licence by such third party, including the Licensee's agents or contractors or any complaints lodged with the Authority in relation thereto, forthwith in writing notify the Licensee accordingly.
- 3.3 The Licensee and any or all of its Subsidiaries shall be entitled by virtue of this Licence to provide all or any of the Services together with all or any other rights granted to it under this Licence.
- 3.4 Nothing in this Licence shall be construed or understood as to relieve the Licensee or any other party of the obligations to comply with any other applicable statutory prohibition or obligation.





**Independent Communications Authority of South Africa**

Pinmill Farm, 164 Katherine Street, Sandton  
Private Bag X10002, Sandton, 2146

**CLASS ELECTRONIC COMMUNICATIONS SERVICE LICENCE**

**No: 0117/CECS/JUN/2010**

**GRANTED AND ISSUED**

**TO**

**EOH MTHOMBO (PTY) LTD**

**REGISTRATION NO: 1998/000103/07**

**FOR THE PROVISION OF**

**ELECTRONIC COMMUNICATIONS SERVICES**

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS  
AUTHORITY OF SOUTH AFRICA**

**EFFECTIVE FROM 23 JUNE 2010**

A handwritten signature in blue ink, appearing to read 'Nkhetheleni Gidi'. The signature is written in a cursive style with a large initial 'N' and 'G'.

**NKHETHELENI GIDI  
GM: LICENSING**

**DATE: 06 / 09 / 2016**



## 1. LICENSEE

The Licence is issued to:

- 1.1 Name of Company: EOH Mthombo (Pty) Ltd
- 1.2 Shareholders: EOH Holdings Limited 100%;
- 1.3 Ownership held by persons from historically disadvantaged groups: 38.52%

## 2. CONTACT DETAILS

2.1 The contact person for the Licensee shall be:

- 2.1.1 Name: Eduard du Plessis
- 2.1.2 Tel: (011) 266 4000
- 2.1.3 Fax: (011) 219 7500
- 2.1.4 Cell : (083) 450 6060
- 2.1.4 Email: [eduard.duplessis@eoh-ns.co.za](mailto:eduard.duplessis@eoh-ns.co.za)

2.2 Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designated person.

## 3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

- |                    |                                |
|--------------------|--------------------------------|
| 3.1 Postal Address | 3.2 Physical Address           |
| PO Box 6458        | 2 <sup>nd</sup> Floor, Block D |
| Halway House       | Hertford Office Park           |
| Midrand            | 90 Bekker Road, Midrand        |
| 1685               | 1865                           |

## SCHEDULE

### 1. Trading Name

EOH Mthombo (Pty) Ltd

### 2. Geographic Coverage

The Licensee shall provide national coverage of its electronic communication services.

### 3. Rights and Obligations

3.1 The Licensee is entitled to provide electronic communications services in the Republic.

3.2 The rights and obligations under this licence may be exercised or performed by a third party, including its agents and contractors. The Licensee shall be responsible for the acts or omissions in respect thereof on the basis that –

3.2.1 the liability of the Licensee for any acts or omissions of such third party, including agents or contractors, in relation to the exercise of such rights shall be limited to acts or omissions which constitute a contravention of the conditions of this Licence;

3.2.2 the Licensee shall stipulate adequate provisions in its contracts with such third party, including agents or contractors, to ensure that their exercise of any of the above rights do not contravene any of the conditions of this Licence;

3.2.3 should any such third party, including agents or contractors, commit any act or omission in contravention of a condition of this Licence, the Licensee shall, upon becoming aware thereof, act as expeditiously as is reasonably possible to remedy such contravention and for this purpose the Licensee shall be afforded reasonable time; and

NEW

3.2.4 the Authority shall, upon becoming aware of any contravention of this Licence by such third party, including the Licensee's agents or contractors or any complaints lodged with the Authority in relation thereto, forthwith in writing notify the Licensee accordingly.

3.3 The Licensee and any or all of its Subsidiaries shall be entitled by virtue of this Licence to provide all or any of the Services together with all or any other rights granted to it under this Licence.

3.4 Nothing in this Licence shall be construed or understood as to relieve the Licensee or any other party of the obligations to comply with any other applicable statutory prohibition or obligation.

#### **4. Force Majeure**

The Licensee shall not be held liable for its inability to perform its obligations in this licence and other regulations due to unforeseen natural causes. However, the Licensee shall advise the Authority as soon as practicable after becoming aware of the existence of any such event or circumstances likely to lead to such event. *ACN*

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# Certificate of Membership

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**EOH Network Solutions**

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**Name of Member**

**Medium**

**M063**

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**Category**

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**Membership Number**

**2004-06-21**

**26/07/2021**

Certificate valid for one-year only

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**Date Joined**

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**Date of Issue**



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**Chairperson / ISPA Representative**

To verify the authenticity of this certificate, please contact [secretariat@ispa.org.za](mailto:secretariat@ispa.org.za).



**Old Mutual Finance (RF) (Pty) Ltd**

Mutualpark, Jan Smuts Drive, Pinelands 7405, PO Box 453, Cape Town 8000, South Africa.

Tel +27 (0)860 445 445, Fax +27 (0)21 503 4298. Email [omfinance@oldmutual.com](mailto:omfinance@oldmutual.com), [www.oldmutual.co.za](http://www.oldmutual.co.za)

21 July 2021

To Whom It May Concern;

This is to confirm that, EOH Network Solutions (iOCO), a division of EOH Mthombo, has been providing Old Mutual Finance (pty) ltd. with the following services:

- MPLS
- SDWAN
- Switch Management

They have been a service provider to Old Mutual Finance since 2013.

EOH NS (iOCO) has been a trusted resource and partner, we therefore recommend their services.

This letter is valid until August 2023.

Should you require any further information in this regard, please contact the undersigned.

Kind Regards,

---

Atilla Kurt

IT Infrastructure Manager

Contact Nr: 021 533 0073

eMail address: [Atilla.kurt@omfinance.co.za](mailto:Atilla.kurt@omfinance.co.za)



26 July 2021

**EOH Mthombo Pty Ltd**  
EOH Business Park  
Gillooly's View  
Osborne Lane  
Bedfordview  
2007

ATTENTION: TO WHOM IT MAY CONCERN

**RE: Reference letter for EOH Mthombo Pty Ltd**

Dear Sir/Madam

This letter serves to confirm that EOH Mthombo Pty Ltd t/a EOH Network Solutions has provided Hollard Life Assurance Company Limited and The Hollard Insurance Company Limited with the services listed below for at least the last five years:

- WAN
- LAN/Wi-Fi
- Internet
- APN
- Hosting (Limited)
- Fortinet Protection

During the contract term, the Service Provider has been performing their duties in accordance with Hollard Group IT requirements without any non-compliance on their part.

EOH Network Solutions undertakes to not share this information for anything other than the above stated purpose. We also stipulate, that they may not use this info for any other reason and that they must discard it in a safe manner once it has been used for its intended purpose.

Should you require any further information please contact me below:

- Name & Surname: Mark Nicholson
- Contact Details: +27 83 383 2880
- Email address: markn@hollard.co.za

Your faithfully,

DocuSigned by:  
*Mark Nicholson*  
E0F08AFBE55C48B...

**Mark Nicholson**

**Chief Technology Officer - Group IT**

[www.hollard.co.za](http://www.hollard.co.za)

## EOH Network Solutions past experience

Due to POPI compliance & NDA agreements with some of our clients, we are unable to disclose client names 7 project values.

DESCRIPTION	CLIENT 1	CLIENT 2	CLIENT 3
<b>Name &amp; Surname of reference</b>	Rene Thakurdin (iOCO Account Manager)	Warren dos Reis Marques (iOCO Account Manager)	Warren dos Reis Marques (iOCO Account Manager)
<b>Contact Number</b>	082 650 9518	079 420 9818	079 420 9818
<b>Name of Client</b>	Property developer	Cement manufacturer	Car Retail Group
<b>Name of Project</b>	UC	MPLS Network / WAN	Supercore Network / WAN
<b>Detailed Project Description</b>	<ul style="list-style-type: none"> <li>○ Hosted PBX-Micoud &amp; Voice</li> <li>○ MPLS</li> <li>○ WAN - Last Mile Connectivity &amp; Internet</li> <li>○ Hardware</li> <li>○ Switch Management and Monitoring</li> <li>○ PoE Switches</li> </ul>	<ul style="list-style-type: none"> <li>○ Last Mile Connectivity (WAN)</li> <li>○ Hardware</li> <li>○ Voice-SIP</li> <li>○ Contact Centre Solution</li> <li>○ Hosted PBX-Unified Communications</li> <li>○ MPLS</li> <li>○ Firewall as a Service</li> <li>○ Hosting-Colocation space</li> <li>○ Cross Connects</li> <li>○ Internet (WAN)</li> <li>○ Switch Management and Monitoring</li> <li>○ Wifi As a Service</li> </ul>	<ul style="list-style-type: none"> <li>○ Supercore Network</li> <li>○ Weather Map Monitoring Tool</li> <li>○ Cloud PABX</li> <li>○ Voice</li> <li>○ MiCloud</li> <li>○ Managed Services</li> <li>○ Centralised security</li> </ul>
<b>Value of Project</b>	Under NDA, may not disclose	Under NDA, may not disclose	Under NDA, may not disclose
<b>Year Completed</b>	Several projects - 2014/2015	Several projects - 2015/2016	Several projects – 2015 to 2019

DESCRIPTION	CLIENT 4	CLIENT 5
Name & Surname of reference	Jessica Mantey (iOCO Account Manager)	James Venter (iOCO SDM)
Contact Details	083 788 6848	082 468 3777
Name of Client	Warehousing company	Health NPO
Name of Project	SD-WAN deployment	MiCloud deployment
Detailed Project Description	<ul style="list-style-type: none"> <li>o Business internet access</li> <li>o SD-WAN Solution</li> <li>o LTE Failover solution</li> </ul>	<ul style="list-style-type: none"> <li>o Business internet access</li> <li>o Weather Map Monitoring Tool</li> <li>o SD-WAN Solution to all 32 sites</li> <li>o MiCloud telephony solution to all 32 sites</li> </ul>
Value of Project	Under NDA, may not disclose	Under NDA, may not disclose
Year Completed	2019	2018





## TAX COMPLIANCE STATUS

### PIN Issued

EOH MTHOMBO PTY LTD  
59 PO BOX  
BRUMA  
2026

#### 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: 9534312849

Always quote this reference number when contacting SARS

Issue Date: 2021/05/05

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	Eoh Mthombo Pty Ltd
Trading Name	EOH MTHOMBO PTY LTD
Tax Reference Number(s)	IT - 9534312849 Vat - 4320172499 PAYE - 7570730277
Purpose of Request	Tender
Request Reference Number	0012154234TS0505211139298
PIN	F46454B92I
PIN Expiry Date	05/05/2022

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**

# EMPOWERLOGIC

## Broad Based Black Economic Empowerment Verification Certificate

A Consolidated Verification Certificate Issued to

### EOH Holdings Limited and Subsidiaries

## Level 1 Contributor

### Measured Entity

**Company Name** EOH Holdings Limited and Subsidiaries  
**Registration Number** 1998/014669/06  
**VAT Number** 4180202386  
**Address** EOH Business Park  
 1 Osbourne Lane  
 Bedfordview  
 2007

### B-BBEE Status

#### B-BBEE Status Level

Level 1

<b>Total Points Obtained</b>	122.88	EO: 23.93 points; MC: 15.71 points; SD: 17.32 points; ESD: 53.93 points; SED: 12 points	
<b>Discounting Principle Applied</b>	No	<b>Measurement Period Year End</b>	31/07/2020
<b>Empowering Supplier</b>	Yes	<b>Participated in Y.E.S Initiative</b>	No
<b>Black Voting Rights</b>	55.33%	Achieve Y.E.S Target and 2.5% Absorption	No
<b>Black Women Voting Rights</b>	7.31%	Achieve 1.5 x Y.E.S Target and 5% Absorption	No
<b>Black Economic Interest</b>	55.33%	Achieve Double x Y.E.S Target and 5% Absorption	No
<b>Black Women Economic Interest</b>	7.31%	<b>Black New Entrants</b>	5.22%
<b>51% Black Owned*</b>	Yes	<b>Black Designated Groups</b>	0.00%
<b>30% Black Women Owned*</b>	No	Black Youth	0.00%
<b>Normal Flow Through Principle Applied</b>	Yes	Black Disabled	0.00%
<b>Modified Flow Through Principle Applied</b>	No	Black Unemployed	0.00%
<b>Exclusion Principle Applied</b>	No	Black People Living in Rural Areas	0.00%
		Black Military Veterans	0.00%

#### BEE Procurement Recognition Levels

Level	Qualification	%
1	≥ 120 Points	135%
2	≥ 115 but < 120	125%
3	≥ 110 but < 115	110%
4	≥ 100 but < 110	100%
5	≥ 95 but < 100	80%
6	≥ 90 but < 95	60%
7	≥ 75 but < 90	50%
8	≥ 55 but < 75	10%
Non Compliant		<55 0%

Enquiries Tel: 086 111 4003

[www.empowerlogic.co.za](http://www.empowerlogic.co.za)

**Issue Date** 30/10/2020  
**Expiry Date** 29/10/2021  
**Certificate Number** ELC9792RGENBBICT  
**Version** Final  
**Applicable Scorecard** Amended ICT - Generic  
**Applicable BBBEE Codes** Amended ICT Codes Gazetted on 7 November 2016

\*Black Owned: ≥=51% and full points for Net Value

\*Black Women Owned: ≥=30% and full points for Net Value



SANAS Accredited

### EmpowerLogic (Pty) Ltd

Reg. No. : 1995/000523/07

BBBEE Verification Agency

Per Gianna Le Roux

Member - Verification Committee



BVA018

This certificate supersedes any previous certificates issued to the Measured entity. This certificate is the result of an independent and impartial verification of the BBBEE status of the measured entity measured against the Codes of Good Practice on Broad Based Black Economic Empowerment. This certificate has been issued in accordance with the EmpowerLogic Verification Certificate Policy. EmpowerLogic uses the Law Trust advanced electronic signature system (AeSign) which is compliant with the Electronic Communications and Transactions Act no 25 of 2002. The validity of the certificate is ensured as long as the digital signature details corresponds with the Technical Signatory's details as displayed on the certificate.

# EMPOWERLOGIC

**Broad Based Black Economic Empowerment Verification Certificate**  
**A Consolidated Verification Certificate issued to**  
**EOH Holdings Limited and Subsidiaries**

Certificate Number: ELC9792RGENBBICT

**BBBEE Status: Level 1 Contributor**

Empowering Supplier

## Entities Included in the Consolidated Verification Certificate

Company Name	Registration Number	VAT Number
EOH Holdings Limited	1998/014669/06	4180202386
EOH Mthombo (Pty)	1998/000103/07	4320172499
EOH Technology Solutions	Division of EOH Mthombo (Pty) Ltd	
EOH Network Solutions	Division of EOH Mthombo (Pty) Ltd	
NEXTEC Holdings (Pty) Ltd	2018/295431/07	4920288257
iOCO Solutions (Pty) Ltd	2019/199519/07	4530289356
2Identify (Pty) Ltd	2001/023408/07	4120197415
Afiswitch (Pty) Ltd	2001/023465/07	4420223168
Allos Consulting (Pty) Ltd	2004/019547/07	4350216620
CA Southern Africa (Pty) Ltd	2008/021302/07	4400252195
Civec Civil Engineering Consultants (Pty) Ltd	2015/294966/07	4010158212
Coastal and Environmental Services (Pty) Ltd	2012/151672/07	4380172835
Compu – Power (Pty) Ltd	1969/001222/07	4770103820
Cornastone Enterprise Systems (Pty) Ltd	2000/024217/07	4270190988
Cortez Trading (Pty) Ltd	2002/011481/07	4880210119
CSO Employee Benefit Services (Pty) Ltd	2003/005594/07	4810210189
CSV Water Consulting Engineers (Pty) Ltd	2008/004489/07	4010245704

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Empowering Supplier

## Entities Included in the Consolidated Verification Certificate

Company Name	Registration Number	VAT Number
Cybercare (Pty) Ltd	2004/012482/07	4720215906
Data World (Pty) Ltd	1998/010263/07	4340175407
DCode Mobility (Pty) Ltd	2011/002940/07	4210257905
Deixis (Pty) Ltd	2003/010010/07	4760205957
Digital Industries (Pty) Ltd	2016/505179/07	4170280095
Dihlase Consulting Engineers (Pty) Ltd	2007/000416/07	4520234610
Emerald Sky Trading 730 (Pty) Ltd	2008/005365/07	4940247689
EMID (Pty) Ltd	1980/002315/07	4490119700
Energy Cybernetics (Pty) Ltd	2006/029422/07	4660174493
Energy Insight (Pty) Ltd	2008/001336/07	4140245756
Enterprise Softworks (Pty) Ltd	1995/006114/07	4880152378
EOH Abantu (Pty) Ltd	2006/024041/07	4440230920
Highveld PFS	Division of EOH Abantu (Pty) Ltd	4060257781
EOH Consulting (Pty) Ltd	2000/016947/07	4330204662
EOH Employee Benefits (Pty) Ltd	2009/000156/07	4550256038
EOH Human Capital Solutions (Pty) Ltd	2006/037114/07	4960245845
EOH International (Pty) Ltd	1998/021180/07	4860186347

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## Broad Based Black Economic Empowerment Verification Certificate

### A Consolidated Verification Certificate issued to EOH Holdings Limited and Subsidiaries

Certificate Number: ELC9792RGENBBICT

### BBBEE Status: Level 1 Contributor

Empowering Supplier

### Entities Included in the Consolidated Verification Certificate

Company Name	Registration Number	VAT Number
EOH Linkstate Services (Pty) Ltd	2012/079510/07	4520263379
EOH Managed Services PS (Pty) Ltd	2009/022961/07	4370255822
EOH Microsoft Coastal (Pty) Ltd	2004/022847/07	4370220164
Evaluations Enhanced Property Appraisals (Pty) Ltd Trading as Evaluation	2004/016116/07	4180213425
Exigo Sustainability (Pty) Ltd	2006/011434/07	4910184854
Faculty Training Institute (Pty) Ltd	1996/000943/07	4470164825
Fluent (Pty) Ltd	2019/204161/07	4270291422
Freethinking Business Consultants (Pty) Ltd	2008/021602/07	4200241414
GLS Consulting (Pty) Ltd	2007/003039/07	4910241134
HCI Financial Services (Pty) Ltd	2014/001364/07	4600189494
Highveld Wealth Management (Pty) Ltd	2006/022666/07	4190215584
Hoonar Tekwurks Consulting (South Africa) (Pty) Ltd	2011/131002/07	4230261218
Hospitality Professionals South Africa (Pty) Ltd	1998/009890/07	4040180384
Hymax SA (Pty) Ltd	2000/006285/07	4810188757
Impact Human Resources (Pty) Ltd	1983/011355/07	4020171049
Impression Signatures (Pty) Ltd	2015/285088/07	4580275040
IMQS Software (Pty) Ltd	2000/019581/07	4820194431

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Certificate Number: ELC9792RGENBBICT

**BBBEE Status: Level 1 Contributor**  
Empowering Supplier

## Entities Included in the Consolidated Verification Certificate

Company Name	Registration Number	VAT Number
In The Cloud Internet Services (Pty) Ltd	2015/435438/07	4880254489
Industrial Logistic Systems (Pty) Ltd	1987/005223/07	4890117775
Inlexso (Pty) Ltd	1999/014204/07	4490184621
Veritas	Division of Inlexso (Pty) Ltd	
Integrators of Systems Technology (Pty) Ltd	2007/015049/07	4890239827
Intelligent (Pty) Ltd	1971/010320/07	4440105072
Joat Consulting (Pty) Ltd	2012/010902/07	4890246921
Joat Sales and Services (Pty) Ltd	2012/010964/07	4800207583
JOAT Sales and Services EC (Pty) Ltd	2016/122174/07	N/A
Managed Integrity Evaluation (Pty) Ltd (MIE)	2003/016541/07	4400111011
MANXIT (Pty) Ltd	2000/028133/07	4160191112
MBAT (Pty) Ltd	2011/011208/07	4420259998
MPC Recruitment (Pty) Ltd	2013/156235/07	4320175989
Mthombo IT Services (Pty) Ltd	1998/020465/07	4900189012
NEXTEC Advisory (Pty) Ltd	1999/023679/07	4020188175
NEXTEC Industrial Technologies (Pty) Ltd	1980/003734/07	4250165810
NEXTEC Security and Building Technologies (Pty) Ltd	1994/006897/07	4870146232

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Certificate Number: ELC9792RGENBBICT

**BBBEE Status: Level 1 Contributor**

Empowering Supplier

## Entities Included in the Consolidated Verification Certificate

Company Name	Registration Number	VAT Number
Nuvoteq (Pty) Ltd	2015/049891/07	4080271887
Paterson Candy International SA (Pty) Ltd Trading as PCI Africa	1953/001821/07	4460156021
PIA Solar SA (Pty) Ltd	2012/022535/07	4450260825
Regro Technology (Pty) Ltd	2005/022508/07	4330224587
Riccla 1715 (Pty) Ltd Trading as PCISA	2002/005320/07	4460225917
Rosstone Consulting (Pty) Ltd	2004/004405/07	4630213371
Sabela Learning Academy (Pty) Ltd Trading	2014/168306/07	4560235824
SCAN RF Projects (Pty) Ltd	1999/027886/07	4710186729
Scientia Optimate Financial Services (Pty) Ltd	2000/028612/07	4900202005
Shandon Business Solutions (Pty) Ltd	2003/004032/07	4050190034
SI Analytics (Pty) Ltd	1999/019199/07	4570185282
Siyanoqoba Seminars (Pty) Ltd	2008/008249/07	4340185570
Siyaya Skills Institute (Pty) Ltd T/A Siyaya Skills Institute Eastern Cape	2008/016628/07	4150201624
SULT (Pty) Ltd	2006/037114/07	4960245845
Sybrin SA (Pty) Ltd	2020/455945/07	4720292038
Sybrin Systems (Pty) Ltd	2005/021840/07	4050227950
Symplexity (Pty) Ltd	2002/016335/07	4640208825

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Certificate Number: ELC9792RGENBBICT

### BBBEE Status: Level 1 Contributor

Empowering Supplier

### Entities Included in the Consolidated Verification Certificate

Company Name	Registration Number	VAT Number
TCD Outcomes Research (Pty) Ltd	2006/030051/07	4660236781
Trackstar Trading 308 (Pty) Ltd	2001/016720/07	4820194647
Triclinium Clinical Development (Pty) Ltd	1999/027211/07	4040188650
Umbane Systems (Pty) Ltd	1997/014583/07	4640187185
Veritek (Pty) Ltd	2005/013237/07	4430261695
Xcallibre (Pty) Ltd	2007/023453/07	4350240695
Xpert Decision Systems (Pty) Ltd	2002/022938/07	4370206924
XTND (Pty) Ltd	2010/011730/07	4380257537
Zusiza (Pty) Ltd Trading as Siyaya Skills Cape (Pty) Ltd	2005/003955/07	4490228089

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# labour

Department:  
Labour  
REPUBLIC OF SOUTH AFRICA



2020016997

CALL CENTER NO: 0860 105 350

REG NO : 990000111690  
FAX NO : 0123456789  
ISSUE DATE : 2021-04-27  
CERTIFICATE NO : 2020016997

**E O H MTHOMBO PTY LTD**  
PO BOX 59  
GERMISTON

## 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:

**E O H MTHOMBO PTY LTD**

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

**Nature of business: INFORMATION TECHNOLOGY SERV**

**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://cfonline.labour.gov.za/VerifyLOGS>**

Yours faithfully

COMPENSATION COMMISSIONER

W.As. 48

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





a world class African city

Computer generated  
**TAX INVOICE**  
ML PYDIGADY  
5 PRUNUS AVENUE  
LITTLEFILLAN  
1724

You can contact us in the following ways

- Phone: Tel: 0860 56 28 74 Fax: (011) 358-3408/9
- Correspondence: P O BOX 5000 JOHANNESBURG 2000
- E-mail: joburgconnect@joburg.org.za

VAT NO: CITY OF JOHANNESBURG: 4760117194 VAT NO: JOHANNESBURG WATER: 4270191077 VAT NO: PIKITUP: 4790191292 VAT NO: CITY POWER: 4710191182

Date	2021/07/10
Statement for	July 2021
Physical Address	5 PRUNUS AVENUE
Stand No./Portion	00000002 - 00000 - 00
Township	LITTLEFILLAN

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
3965 m2	1	2018/09/21	E1	Market Value R 8,200,000.00	Region E WARD 103

Invoice Number: 94004649100 Next Reading Date: 2021/07/26  
Client VAT Number: Deposit: R 600.00

**Account Number: 554533998** **PIN CODE: 283696**

Previous Account Balance	10,214.73
Less: Incoming Payment (Last Payment Made 2021/06/30)	- 11,214.73
Sub Total	- 1,000.00
Current Charges (Excl. VAT)	9,833.43
VAT @ 15%	668.43

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due
0.00	0.00	0.00	9,501.86	0.00	9,501.86	9,501.86
						Due Date
						2021/07/26

Annual tariff increases will be effective from 1 July 2021. For more info, visit [www.joburg.org.za](http://www.joburg.org.za) or call 0860 Joburg.



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

EasyPay 91115 5545339987

Postal Office 0146 554533998



51600880011159 55453399805

Date: 2021/07/10 ML PYDIGADY  
Acc. No.: 554533998 5 PRUNUS AVENUE

Standard Bank City of Johannesburg Banking details:  
Internet banking - Use the banks pre-loaded Company details  
SBSA branch deposits - CIN no AA45 to be used in place of bank acc. no.  
Client Account No/Deposit Reference 554533998

Total Due	9,501.86
Due Date	2021/07/26



**Account Number: 554533998**

<b>City of Johannesburg Property Rates</b>	<b>VAT 4760117194</b>	<b>Sub - Total</b>	<b>Total Amount</b>
Category of Property: Property Rates Residential R 8,200,000.00 X R 0.0082200 / 12 ( Billing Period 2021/07 ) Less rates on first R350 000.00 of market value Less rates on first R350 000.00 of market value VAT: 0 %		5,617.00 - 54.80 - 184.95 0.00	5,377.25

<b>Johannesburg Water Water &amp; Sanitation</b>	<b>VAT 4270191077</b>	<b>Sub - Total</b>	<b>Total Amount</b>
(Reading period = 2021/05/12 to 2021/06/09 = 29 days) Meter readings and consumption: Meter no CJKM3367 start reading 3,114.000 and end reading 3,187.000 = 73.000 KL - Actual Reading Daily average consumption 2.517 KL Charges for 73.000 KL are based on a sliding scale for a 29 day period Step 1 5.717 KL @ R 0.0000 ( Billing Period 2021/07 ) Step 2 3.811 KL @ R 18.990 Step 3 4.764 KL @ R 19.820 Step 4 4.763 KL @ R 27.790 Step 5 9.528 KL @ R 38.400 Step 6 9.528 KL @ R 42.000 Step 7 9.528 KL @ R 52.990 Step 8 25.361 KL @ R 56.790 Extended Social Package Grant Demand Management Levy Sewer monthly charge based on Stand size 3965 m2 ( Billing Period 2021/07 ) VAT: 15.00%		3,010.35 0.00 28.32 1,033.51 610.83	4,683.01

<b>PIKITUP Refuse</b>	<b>VAT 4790191292</b>	<b>Sub - Total</b>	<b>Total Amount</b>
Refuse Charge VAT: 15.00%		384.00 57.60	441.60

**Current Charges (Including VAT)**

**10,501.86**

**Where can a payment be made?**

Any CoJ Office; any Post Office; any EasyPay site; any bank (branch, ATM or internet site).  
YOUR ACCOUNT NUMBER IS YOUR REFERENCE NUMBER

**How to make a payment**

By debit order, cash or debit card.  
KEEP ALL RECEIPTS FOR FUTURE REFERENCE

**When to make a payment**

Payments must reach the CoJ on or before the due date.

**Change of address**

This must be done timeously, in writing and submitted to any CoJ Municipal Regional Office.

**Terminating electricity and water services?**

This must be done in writing 7 working days before the date you want your services terminated and submitted to any CoJ Municipal Regional Office.



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**TAX INVOICE**

FATIMA SHEREEN & CRAIG ANDY NEWMAN  
112 CENTRAL AVENUE  
ATHOLL  
2196

You can contact us in the following ways

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

E-mail: joburgconnect@joburg.org.za

VAT NO: CITY OF JOHANNESBURG: 4760117194 VAT NO: PIKITUP: 4790191292  
VAT NO: JOHANNESBURG WATER: 4270191077 VAT NO: CITY POWER: 4710191182

Date	2021/09/03
Statement for	September 2021
Physical Address	112 CENTRAL AVENUE
Stand No./Portion	00000008 - 00008 - 00
Township	ATHOLL

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
4047 m2	1	2018/07/01	E1	Market Value R 7,321,000.00	Region E WARD 91

Invoice Number: 28004977228

Next Reading Date: 2021/09/30

Client VAT Number:

Deposit: R 881.31

**Account Number: 550222984**

**PIN CODE: 233191**

Previous Account Balance

Less: Incoming Payment (Last Payment Made 2021/08/27)

Sub Total

Current Charges (Excl. VAT)

VAT @ 15%

6,651.65  
- 10,000.00  
- 3,348.35  
6,696.36  
288.19

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due	
0.00	0.00	0.00	3,636.20	0.00	3,636.20	3,636.20	
						Due Date	2021/09/30

City of Joburg extends its Debt Rehab programme from 26 August until 30 December 2021. Application forms online [www.joburg.org.za](http://www.joburg.org.za) or email [debtrehab@joburg.org.za](mailto:debtrehab@joburg.org.za) T's and c's apply.



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**Remittance Advice:**

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



EasyPay 91115 5502229841



Postal Office 0146 550222984



516008800111159 55022298403

Date: 2021/09/03 FATIMA SHEREEN & CRAIG ANDY NEWMAN

Acc. No.: 550222984 112 CENTRAL AVENUE

Standard Bank City of Johannesburg Banking details:

Internet banking - Use the banks pre-loaded Company details  
SBSA branch deposits - CIN no AA45 to be used in place of bank acc. nr.  
Client Account No/Deposit Reference 550222984

Total Due 3,636.20  
Due Date 2021/09/30



**Account Number: 550222984**

<b>City of Johannesburg Property Rates</b>	<b>VAT 4760117194</b>	<b>Sub - Total</b>	<b>Total Amount</b>
Category of Property: Property Rates Residential R 7,321,000.00 X R 0.0082200 / 12 ( Billing Period 2021/09 ) Less rates on first R350 000.00 of market value VAT: 0 %		5,014.89 - 239.75 0.00	4,775.14

<b>City Power Electricity</b>	<b>VAT 4710191182</b>	<b>Sub - Total</b>	<b>Total Amount</b>
(Reading period = 2021/08/05 to 2021/09/03 = 30 days) Energy meter readings and consumption: Meter no 223569 start reading 6,341.178 and end reading 6,429.832 = 88.653 kWh - Estimated Reading Energy meter readings and consumption: Meter no 337288 start reading 1,132.027 and end reading 1,229.141 = 97.114 kWh - Estimated Reading Energy meter readings and consumption: Meter no 337683 start reading 2,018.082 and end reading 2,112.465 = 94.382 kWh - Estimated Reading Daily average consumption 9.338 kWh Charges for 280.150 kWh are based on a sliding scale for a 30 day period Step 1 280.151 kWh @ R 1.6969 ( Billing Period 2021/09 ) Extended Social Package Grant VAT: 15.00%		475.39 0.00 71.31	546.70

<b>Johannesburg Water Water &amp; Sanitation</b>	<b>VAT 4270191077</b>	<b>Sub - Total</b>	<b>Total Amount</b>
(Reading period = 2021/07/16 to 2021/08/08 = 24 days) Meter readings and consumption: Meter no 171014165 start reading 5,185.000 and end reading 5,185.000 = 0.000 KL - Actual Reading Daily average consumption 0.000 KL Charges for 0.000 KL are based on a sliding scale for a 24 day period Step 1 0.000 KL @ R 0.0000 ( Billing Period 2021/09 ) Extended Social Package Grant Demand Management Levy Sewer monthly charge based on Stand size 4047 m2 ( Billing Period 2021/09 ) VAT: 15.00%		0.00 0.00 28.32 1,033.51 159.28	1,221.11

<b>PIKITUP Refuse</b>	<b>VAT 4790191292</b>	<b>Sub - Total</b>	<b>Total Amount</b>
Refuse Charge VAT: 15.00%		384.00 57.60	441.60

**Current Charges (Including VAT)**

**6,984.55**

**Where can a payment be made?**

Any CoJ Office; any Post Office; any EasyPay site; any bank (branch, ATM or internet site).  
YOUR ACCOUNT NUMBER IS YOUR REFERENCE NUMBER

**How to make a payment**

By debit order, cash or debit card.  
KEEP ALL RECEIPTS FOR FUTURE REFERENCE

**When to make a payment**

Payments must reach the CoJ on or before the due date.

**Change of address**

This must be done timeously, in writing and submitted to any CoJ Municipal Regional Office.

**Terminating electricity and water services?**

This must be done in writing 7 working days before the date you want your services terminated and submitted to any CoJ Municipal Regional Office.



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**TAX INVOICE**

Welma Van Coller  
Postnet Suite 123  
Private Bag X9  
BENMORE  
2010

You can contact us in the following ways

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

Correspondence:  
P O BOX 5000  
JOHANNESBURG  
2000

E-mail:  
joburgconnect@joburg.org.za

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

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

Date	2021/09/03
Statement for	September 2021
Physical Address	3/5562 BRYANSTON TS
Stand No./Portion	00005562 - 00003 - 00
Township	BRYANSTON

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
3280 m2	1	2018/07/01	E1	Market Value R 13,115,000.00	Region E WARD 106

Invoice Number: 166004382011

Next Reading Date: 2021/09/20

Client VAT Number:

Deposit: R 2,774.54

**Account Number: 552363797**

**PIN CODE: 219313**

Previous Account Balance	22,500.09
Less: Incoming Payment (Last Payment Made 2021/08/10)	- 22,500.09
Sub Total	0.00
Current Charges (Excl. VAT)	20,252.00
VAT @ 15%	1,726.20

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due	
0.00	0.00	0.00	21,978.20	0.00	21,978.20	Due Date	<b>2021/09/20</b>

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**Remittance Advice:**

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



EasyPay 91115 5523637972



Postal Office 0146 552363797



51600880011159 55236379707

Date: 2021/09/03      Welma Van Coller  
Acc. No.: 552363797      3/5562 BRYANSTON TS

**Standard Bank** City of Johannesburg Banking details:

Internet banking - Use the banks pre-loaded Company details  
SBSA branch deposits - CIN no AA45 to be used in place of bank acc. nr.  
Client Account No/Deposit Reference 552363797

<b>Total Due</b>	<b>21,978.20</b>
<b>Due Date</b>	<b>2021/09/20</b>



**Account Number: 552363797**

<b>City of Johannesburg Property Rates</b>	<b>VAT 4760117194</b>	<b>Sub - Total</b>	<b>Total Amount</b>
Category of Property: Property Rates Residential R 13,115,000.00 X R 0.0082200 / 12 ( Billing Period 2021/09 ) Less rates on first R350 000.00 of market value VAT: 0 %		8,983.78 - 239.75 0.00	8,744.03

<b>City Power Electricity</b>	<b>VAT 4710191182</b>	<b>Sub - Total</b>	<b>Total Amount</b>
(Reading period = 2021/08/05 to 2021/09/03 = 30 days) Energy meter readings and consumption: Meter no #0020130 start reading 262,698.428 and end reading 266,578.193 = 3,879.764 kWh - Estimated Reading Daily average consumption 129.325 kWh Charges for 3,879.764 kWh are based on a sliding scale for a 30 day period Step 1 492.813 kWh @ R 1.6319 ( Billing Period 2021/09 ) Step 2 492.813 kWh @ R 1.8728 Step 3 985.627 kWh @ R 2.0110 Step 4 985.626 kWh @ R 2.1217 Step 5 922.886 kWh @ R 2.2258 Extended Social Package Grant Service charge Network charge Network Surcharge kWh Network Surcharge kWh VAT: 15.00%		7,854.62 0.00 169.29 498.72 203.21 1,308.88	10,034.72

<b>Johannesburg Water Water &amp; Sanitation</b>	<b>VAT 4270191077</b>	<b>Sub - Total</b>	<b>Total Amount</b>
(Reading period = 2021/07/14 to 2021/08/10 = 28 days) Meter readings and consumption: Meter no HZK025 start reading 5,926.000 and end reading 5,967.000 = 41.000 KL - Actual Reading Daily average consumption 1.464 KL Charges for 41.000 KL are based on a sliding scale for a 28 day period Step 1 5.520 KL @ R 0.0000 ( Billing Period 2021/09 ) Step 2 3.679 KL @ R 20.280 Step 3 4.600 KL @ R 21.170 Step 4 4.599 KL @ R 29.680 Step 5 9.200 KL @ R 41.010 Step 6 9.199 KL @ R 44.860 Step 7 4.203 KL @ R 56.590 Extended Social Package Grant Demand Management Levy Sewer monthly charge based on Stand size 3280 m2 ( Billing Period 2021/09 ) VAT: 15.00%		1,336.30 0.00 28.32 1,033.51 359.72	2,757.85

<b>PIKITUP Refuse</b>	<b>VAT 4790191292</b>	<b>Sub - Total</b>	<b>Total Amount</b>
Refuse Charge VAT: 15.00%		384.00 57.60	441.60

**Current Charges (Including VAT)**

**21,978.20**



**Where can a payment be made?**

Any CoJ Office; any Post Office; any EasyPay site; any bank (branch, ATM or internet site).  
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**How to make a payment**

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# Tax Invoice

**GROWTHPOINT**  
PROPERTIES



<b>Growthpoint Management Services Pty Ltd</b>	GROUND FLOOR	Johannesburg	(011) 944-6000
Registration Number: 2004/D15933/07	The Place	Cape Town	(021) 673-8400
VAT Registration Number: 4700239934	1 Sandton Drive	Durban	(031) 584-5100
Managing agents for the Growthpoint Group	Sandton	Website	<a href="http://www.growthpoint.co.za">www.growthpoint.co.za</a>
	2146		

JOHN KING  
EOH MTHOMBO (PTY) LTD  
BLOCK E  
1 WATERVAL STREET  
WOODMEAD EXT 40

Date: 19/08/2021  
Tenant ID: 336277  
Tenant Vat no: 4320172499  
Tax Invoice Number: 115188

Building	Premises	Landlord	Landlord VAT Number	Due Date	PO Number
1819	0140	GROWTHPOINT PROPERTIES LIMITED	4150115972	01/09/2021	
Building Name		GILLOOLYS VIEW			

Unit ID	Description	Amount excl. Vat	Rate	Vat	Total
0140	Rent - Receivable 01/09/2021-30/09/2021 In Adv.	66,160.11	15%	9,924.02	76,084.13
0140	Operating Costs 01/09/2021-30/09/2021 In Adv.	15,022.47	15%	2,253.37	17,275.84
0140	SEW (2) 25/06/2021-27/07/2021	21.31	15%	3.20	24.51
0140	SEW (0) 25/06/2021-27/07/2021	310.53	15%	46.58	357.11
0140	ELE (0) 25/06/2021-27/07/2021	1,137.91	15%	170.69	1,308.60
0140	ELE (1106) 25/06/2021-27/07/2021	11,514.70	15%	1,727.21	13,241.91
0140	MIS (0) 25/06/2021-01/07/2021	1,225.22	15%	183.78	1,409.00
0140	WAT (0) 25/06/2021-27/07/2021	1,064.71	15%	159.71	1,224.42
0140	WAT (2) 25/06/2021-27/07/2021	51.21	15%	7.68	58.89
0140	Rent - Receivable 01/09/2021-30/09/2021 In Adv.	41,403.95	15%	6,210.59	47,614.54
0140	Operating Costs 01/09/2021-30/09/2021 In Adv.	9,401.28	15%	1,410.19	10,811.47
0140	Rent - Receivable 01/09/2021-30/09/2021 In Adv.	31,505.32	15%	4,725.80	36,231.12
0140	Operating Costs 01/09/2021-30/09/2021 In Adv.	7,153.67	15%	1,073.05	8,226.72
0140	SEW (0) 25/06/2021-27/07/2021	341.98	15%	51.30	393.28
0140	SEW (2) 25/06/2021-27/07/2021	23.47	15%	3.52	26.99
0140	ELE (0) 25/06/2021-27/07/2021	1,253.16	15%	187.97	1,441.13
0140	ELE (326) 25/06/2021-27/07/2021	6,224.06	15%	933.61	7,157.67
0140	MIS (0) 25/06/2021-27/07/2021	656.74	15%	98.51	755.25
0140	WAT (2) 25/06/2021-27/07/2021	56.40	15%	8.46	64.86
0140	WAT (0) 25/06/2021-27/07/2021	1,172.55	15%	175.88	1,348.43
0140	Rent - Receivable 01/09/2021-30/09/2021 In Adv.	74,931.57	15%	11,239.74	86,171.31
0140	Operating Costs 01/09/2021-30/09/2021 In Adv.	17,014.14	15%	2,552.12	19,566.26
0140	SEW (0) 25/06/2021-27/07/2021	351.47	15%	52.72	404.19
0140	SEW (2) 25/06/2021-27/07/2021	24.12	15%	3.62	27.74
0140	ELE (0) 25/06/2021-27/07/2021	1,287.92	15%	193.19	1,481.11
0140	ELE (33) 25/06/2021-27/07/2021	10,719.28	15%	1,607.89	12,327.17
0140	MIS (0) 25/06/2021-01/07/2021	432.53	15%	64.88	497.41
0140	WAT (0) 25/06/2021-27/07/2021	1,205.08	15%	180.76	1,385.84
0140	WAT (2) 25/06/2021-27/07/2021	57.97	15%	8.70	66.67
0140	Rent - Receivable 01/09/2021-30/09/2021 In Adv.	27,141.41	15%	4,071.21	31,212.62
0140	Operating Costs 01/09/2021-30/09/2021 In Adv.	6,162.79	15%	924.42	7,087.21
0140	SEW (1) 25/06/2021-27/07/2021	8.74	15%	1.31	10.05



Unit ID	Description	Amount excl. Vat	Rate	Vat	Total
0140	SEW (0) 25/06/2021-27/07/2021	127.31	15%	19.10	146.41
0140	ELE (0) 25/06/2021-27/07/2021	466.50	15%	69.97	536.47
0140	ELE (47) 25/06/2021-27/07/2021	5,513.21	15%	826.98	6,340.19
0140	MIS (0) 25/06/2021-01/07/2021	183.85	15%	27.58	211.43
0140	WAT (0) 25/06/2021-27/07/2021	436.50	15%	65.47	501.97
0140	WAT (1) 25/06/2021-27/07/2021	21.00	15%	3.15	24.15
0140	Rent - Receivable 01/09/2021-30/09/2021 In Adv.	36,082.11	15%	5,412.32	41,494.43
0140	Operating Costs 01/09/2021-30/09/2021 In Adv.	8,192.89	15%	1,228.93	9,421.82
0140	SEW (0) 25/06/2021-27/07/2021	169.24	15%	25.39	194.63
0140	SEW (1) 25/06/2021-27/07/2021	11.61	15%	1.74	13.35
0140	ELE (0) 25/06/2021-27/07/2021	620.18	15%	93.03	713.21
0140	ELE (3886) 25/06/2021-27/07/2021	15,029.71	15%	2,254.46	17,284.17
0140	MIS (0) 25/06/2021-01/07/2021	3,237.59	15%	485.64	3,723.23
0140	WAT (0) 25/06/2021-27/07/2021	580.29	15%	87.04	667.33
0140	WAT (1) 25/06/2021-27/07/2021	27.91	15%	4.19	32.10
0140	Rent - Receivable 01/09/2021-30/09/2021 In Adv.	39,913.83	15%	5,987.07	45,900.90
0140	Operating Costs 01/09/2021-30/09/2021 In Adv.	9,062.93	15%	1,359.44	10,422.37
0140	Rent - Receivable 01/09/2021-30/09/2021 In Adv.	131,272.87	15%	19,690.93	150,963.80
0140	Operating Costs 01/09/2021-30/09/2021 In Adv.	29,807.12	15%	4,471.07	34,278.19
0140	Rent - Receivable 01/09/2021-30/09/2021 In Adv.	131,271.81	15%	19,690.77	150,962.58
0140	Operating Costs 01/09/2021-30/09/2021 In Adv.	29,806.88	15%	4,471.03	34,277.91
0140	SEW (0) 25/06/2021-27/07/2021	615.57	15%	92.34	707.91
0140	SEW (85) 25/06/2021-27/07/2021	1,098.78	15%	164.82	1,263.60
0140	KVA (115) 25/06/2021-27/07/2021	34,813.08	15%	5,221.96	40,035.04
0140	ELE (32520) 25/06/2021-27/07/2021	82,716.34	15%	12,407.45	95,123.79
0140	ELE (0) 25/06/2021-27/07/2021	2,255.69	15%	338.35	2,594.04
0140	MIS (0) 25/06/2021-27/07/2021	121,658.60	15%	18,248.79	139,907.39
0140	WAT (0) 25/06/2021-27/07/2021	2,110.60	15%	316.59	2,427.19
0140	WAT (85) 25/06/2021-27/07/2021	2,644.19	15%	396.63	3,040.82
0140	Rent - Receivable 01/09/2021-30/09/2021 In Adv.	131,271.81	15%	19,690.77	150,962.58
0140	Operating Costs 01/09/2021-30/09/2021 In Adv.	29,806.88	15%	4,471.03	34,277.91
0140	SEW (0) 25/06/2021-27/07/2021	1,993.48	15%	299.02	2,292.50
0140	SEW (2) 25/06/2021-27/07/2021	20.49	15%	3.07	23.56
0140	KVA (152) 25/06/2021-27/07/2021	38,162.42	15%	5,724.36	43,886.78
0140	ELE (0) 25/06/2021-27/07/2021	7,304.92	15%	1,095.74	8,400.66
0140	ELE (47067) 25/06/2021-27/07/2021	117,991.75	15%	17,698.76	135,690.51
0140	MIS (0) 25/06/2021-01/07/2021	100,308.26	15%	15,046.24	115,354.50
0140	WAT (0) 25/06/2021-27/07/2021	6,835.05	15%	1,025.26	7,860.31
0140	WAT (2) 25/06/2021-27/07/2021	49.23	15%	7.38	56.61
0140	Rent - Receivable 01/09/2021-30/09/2021 In Adv.	137,678.25	15%	20,651.74	158,329.99
0140	Operating Costs 01/09/2021-30/09/2021 In Adv.	31,261.54	15%	4,689.23	35,950.77
0140	Contract cancellation Fee 01/09/2021-30/09/2021 In Adv.	71,724.10	15%	10,758.62	82,482.72
0140	Rent - Receivable 01/09/2021-30/09/2021 In Adv.	156,107.79	15%	23,416.17	179,523.96
0140	Operating Costs 01/09/2021-30/09/2021 In Adv.	35,446.20	15%	5,316.93	40,763.13
0140	Rates & Taxes Rec 01/09/2021-30/09/2021 In Adv.	241,469.57	15%	36,220.44	277,690.01
0140	Rental-Parking Basement 01/09/2021-30/09/2021 In Adv.	124,038.38	15%	18,605.76	142,644.14



Unit ID	Description	Amount excl. Vat	Rate	Vat	Total
0140	Rental-Parking Covered 01/09/2021-30/09/2021 In Adv.	62,449.88	15%	9,367.48	71,817.36
0140	Rental-Parking ShadeCloth 01/09/2021-30/09/2021 In Adv.	57,964.11	15%	8,694.62	66,658.73
0140	Rental-Parking Open 01/09/2021-30/09/2021 In Adv.	93,603.04	15%	14,040.46	107,643.50
0140	Refuse Rec 01/09/2021-30/09/2021 In Adv.	5,351.43	15%	802.71	6,154.14
<b>Total Amount Due</b>		<b>2,475,624.54</b>		<b>371,343.70</b>	<b>2,846,968.24</b>

All payments are accepted without prejudice to the landlord's rights.

Should you have a query please contact Keen Venables on 011 944 6206 or kvenables@growthpoint.co.za.

**BANKING DETAILS**

<b>BANK:</b>	Nedbank
<b>BRANCH NO:</b>	198765
<b>ACCOUNT NO:</b>	1906287716
<b>TENANT ID:</b>	336277

*Please note that the above Tenant ID must be stated on all payments. Failure to do so could delay allocations resulting in late charges.*



## CSD REGISTRATION REPORT

### SUPPLIER IDENTIFICATION

Supplier number	MAAA0004972	South African company/CC registration number	1998/000103/07
Is supplier active?	Yes	Have Bank Account	Yes
Allow associates?	Yes	Total annual turnover	More than R50 million
Supplier type	CIPC Company	Financial year start date	01 Aug 2017 00:00:00:000
Supplier sub-type	Private Company (Pty)(Ltd)	Registration date	06 Jan 1998 00:00:00:000
Legal name	EOH MTHOMBO	Created by	phumzile.masanabo@eoh.co.za
Trading name	EOH Mthombo (Pty) Ltd	Created date	08 Oct 2015 13:59:32:000
Identification type	South African Company/Close Corporation Registration Number	Edit by	csd.reverifybatch@treasury.gov.za
Government breakdown	Private Companies (Pty) (Ltd)	Edit date	06 Sep 2021 17:18:17:287
Business status	In Business	Restricted Supplier	No
Country of origin	South Africa		

### SUPPLIER INDUSTRY CLASSIFICATION INFORMATION

<b>INDUSTRY CLASSIFICATION 1</b>			
Main group	Information and communication	Core industry	Computer programming, consultancy and related activities
Division	Computer programming, consultancy and related activities	% share of annual turnover	100.00

### SUPPLIER CONTACT INFORMATION

<b>CONTACT 1</b>			
Contact type	Bid Office	Telephone number	011 607 8100
Is this your preferred Contact?	No	Cellphone number	072 481 2537
Name(s)	Matsela	Fax number	011 616 9929





## CSD REGISTRATION REPORT

Surname	Pohotona	Website address	www.eoh.com
Identification type	South African Identification Number	Do you want this contact to also be a CSD user ?	Yes
Prefer communication via email	Yes	Created by	phumzile.masanabo@eoh.co.za
Prefer communication via fax	Yes	Created date	28 Sep 2015 12:09:51:000
Prefer communication via telephone	Yes	Edit by	csd.datafix@treasury.gov.za
Email address	matsela.pohotona@eoh.com	Edit date	17 Feb 2020 11:43:15:267

### CONTACT 2

Contact type	Bid Office	Fax number	011 616 9929
Is this your preferred Contact?	Yes	Website address	www.eoh.com
Name(s)	Phumzile	Do you want this contact to also be a CSD user ?	Yes
Surname	Masanabo	Created by	phumzile.masanabo@eoh.co.za
Identification type	South African Identification Number	Created date	28 Sep 2015 12:22:29:000
Prefer communication via email	Yes	Edit by	csd.datafix@treasury.gov.za
Email address	bids@eoh.com	Edit date	14 Sep 2020 12:31:47:157
Telephone number	011 607 8100		
Cellphone number	078 136 3120		

### CONTACT 3

Contact type	Bid Office	Telephone number	011 607 8100
Is this your preferred Contact?	No	Cellphone number	071 343 7333
Name(s)	Zanele	Fax number	011 616 9929
Surname	Maphanga	Website address	www.eoh.com
Identification type	South African Identification Number	Do you want this contact to also be a CSD user ?	Yes
Prefer communication via cellphone	Yes	Created by	phumzile.masanabo@eoh.co.za





## CSD REGISTRATION REPORT

Prefer communication via email	Yes	Created date	28 Sep 2015 12:26:33:000
Email address	zanele.maphanga@eoh.com	Edit by	phumzile.masanabo@eoh.co.za
		Edit date	17 Feb 2020 11:43:15:220
<b>CONTACT 4</b>			
Contact type	Bid Office	Telephone number	+277 22 86 6262
Is this your preferred Contact?	No	Cellphone number	+277 22 86 6262
Name(s)	Ponatshego Mookho Elizabeth	Fax number	+271 16 16 9929
Surname	Mkonza	Website address	www.eoh.co.za
Identification type	South African Identification Number	Do you want this contact to also be a CSD user ?	Yes
Prefer communication via cellphone	Yes	Created by	phumzile.masanabo@eoh.co.za
Prefer communication via email	Yes	Created date	17 Feb 2020 10:52:25:190
Email address	bids@eoh.com	Edit by	csd.datafix@treasury.gov.za
		Edit date	17 Feb 2020 11:43:15:283

## SUPPLIER ADDRESS INFORMATION

<b>ADDRESS 1</b>			
Is this a preferred address?	Yes	Postal code	2007
Address line 1	EOH Business Park, Gillooly's view	Country	South Africa
Address line 2	1 Osborne Lane, Bedfordview	This address S/A payment	Yes
Suburb	Bedfordview	Created by	phumzile.masanabo@eoh.co.za
Province	Gauteng	Created date	08 Oct 2015 13:59:33:223
Municipality	Ekurhuleni	Edit by	phumzile.masanabo@eoh.co.za
City	Germiston	Edit date	08 Oct 2015 13:59:33:223
<b>ADDRESS 2</b>			
Is this a preferred address?	No	Postal code	2026





## CSD REGISTRATION REPORT

Address line 1	PO Box 59	Country	South Africa
Address line 2	Bruma	This address S/A postal	Yes
Suburb	Ekurhuleni NU	Created by	phumzile.masanabo@eoh.co.za
Province	Gauteng	Created date	08 Oct 2015 13:59:33:240
Municipality	Ekurhuleni	Edit by	phumzile.masanabo@eoh.co.za
City	Ekurhuleni NU	Edit date	15 Sep 2017 15:56:52:567

### ADDRESS 3

Is this a preferred address?	No	Postal code	1685
Address line 1	P.O. Box 8341	Country	South Africa
Address line 2	Halfway House	Created by	phumzile.masanabo@eoh.co.za
Suburb	Halfway Gardens	Created date	03 Nov 2017 12:43:03:073
Province	Gauteng	Edit by	phumzile.masanabo@eoh.co.za
Municipality	City of Johannesburg	Edit date	03 Nov 2017 12:43:03:073
City	Midrand		

## SUPPLIER BANK ACCOUNT

### BANK ACCOUNT 1

Account type	Current Accounts	Created date	01 Nov 2017 11:40:06:000
Bank	STANDARD BANK OF SOUTH AFRICA	Edit by	csd.safetynetbatch@treasury.gov.za
Branch number	004105	Edit date	02 Nov 2017 10:02:09:090
Branch name	NORWOOD	Bank Verification Status	Verification Succeeded
Account number	001858416	Foreign Bank Account	No
Account holder	EOH MTHOMBO PTY LTD	Is the identifier linked at the bank	Yes
Is this a preferred account?	Yes	Is this a Shared Funding Account	No
Active start date	01 Nov 2017 11:40:06:000		
Created by	csd.reverifybatch@treasury.gov.za		







## CSD REGISTRATION REPORT

### BANK ACCOUNT 2

Account type	Current Accounts	Created by	phumzile.masanabo@eoh.co.za
Bank	STANDARD BANK OF SOUTH AFRICA	Created date	20 Oct 2017 05:32:17:000
Branch number	006605	Edit by	valieta.barnard@treasury.gov.za
Branch name	HYDE PARK	Edit date	30 Oct 2017 13:49:37:590
Account number	200864599	Bank Verification Status	Verification Succeeded
Joint holder	EOH MTHOMBO PTY LTD	Foreign Bank Account	No
Is this a preferred account?	No	Is the identifier linked at the bank	Yes
Active start date	10 Oct 2017 12:57:20:000	Is this a Shared Funding Account	No
		Funding Partner(s)	

### TAX INFORMATION

Income tax number	9534312849	Last validation date	20 Sep 2021 11:04:00:000
Income Tax Status	Compliant tax status Verified	Would you like to receive notifications?	Yes
VAT number	4320172499	Overall Tax Status	Tax Compliant
VAT Status	Compliant tax status Verified	Created by	phumzile.masanabo@eoh.co.za
Is this supplier a VAT vendor?	Yes	Created date	08 Oct 2015 13:59:32:000
PAYE number	7570730277	Edit by	csd.reverifybatch@treasury.gov.za
PAYE Status	Compliant tax status Verified	Edit date	06 Sep 2021 17:18:17:000
Are you Registered with SARS?	Yes		

### ASSOCIATION INFORMATION

#### ASSOCIATION 1

Associate supplier name	EOH ABANTU	Created by	matsela.pohotona@eoh.com
What is the association?	Head Office/Office	Created date	28 Oct 2015 10:50:22:000





## CSD REGISTRATION REPORT

Association status	Approved	Edit by	matsela.pohotona@eoh.com
		Edit date	28 Oct 2015 10:54:50:763
<b>ASSOCIATION 2</b>			
Associate supplier name	C A SOUTHERN AFRICA	Created by	matsela.pohotona@eoh.com
What is the association?	Head Office/Office	Created date	28 Oct 2015 11:06:51:000
Association status	Approved	Edit by	matsela.pohotona@eoh.com
		Edit date	28 Oct 2015 11:15:34:587
<b>ASSOCIATION 3</b>			
Associate supplier name	NEXTEC INDUSTRIAL TECHNOLOGIES	Created by	matsela.pohotona@eoh.com
What is the association?	Head Office/Office	Created date	28 Oct 2015 15:48:38:000
Association status	Approved	Edit by	matsela.pohotona@eoh.com
		Edit date	29 Oct 2015 11:02:16:723
<b>ASSOCIATION 4</b>			
Associate supplier name	IOCO SOFTWARE DISTRIBUTION	Created by	matsela.pohotona@eoh.com
What is the association?	Head Office/Office	Created date	29 Oct 2015 11:14:41:000
Association status	Approved	Edit by	matsela.pohotona@eoh.com
		Edit date	29 Oct 2015 11:26:04:603
<b>ASSOCIATION 5</b>			
Associate supplier name	NEXTEC SECURITY AND BUILDING TECHNOLOGIES	Created by	matsela.pohotona@eoh.com
What is the association?	Head Office/Office	Created date	03 Nov 2015 15:04:35:000
Association status	Approved	Edit by	matsela.pohotona@eoh.com
		Edit date	03 Nov 2015 15:22:05:420
<b>ASSOCIATION 6</b>			





## CSD REGISTRATION REPORT

Associate supplier name	HIGH VOLTAGE POWER SYSTEMS	Created by	matsela.pohotona@eoh.com
What is the association?	Head Office/Office	Created date	04 Nov 2015 10:42:02:000
Association status	Approved	Edit by	matsela.pohotona@eoh.com
		Edit date	04 Nov 2015 11:05:40:857
<b>ASSOCIATION 7</b>			
Associate supplier name	IOCO DIGITAL	Created by	matsela.pohotona@eoh.com
What is the association?	Head Office/Office	Created date	04 Nov 2015 13:07:19:000
Association status	Approved	Edit by	matsela.pohotona@eoh.com
		Edit date	06 Nov 2015 11:31:13:043
<b>ASSOCIATION 8</b>			
Associate supplier name	MEDICAL SERVICES ORGANISATION SOUTH AFRICA	Created by	matsela.pohotona@eoh.com
What is the association?	Head Office/Office	Created date	06 Nov 2015 12:04:28:000
Association status	Approved	Edit by	matsela.pohotona@eoh.com
		Edit date	06 Nov 2015 12:09:53:607
<b>ASSOCIATION 9</b>			
Associate supplier name	EQUINEXT	Created date	11 Nov 2015 12:16:44:000
What is the association?	Head Office/Office	Edit by	thendo.sikhwivhilu@eoh.co.za
Association status	Approved	Edit date	11 Nov 2015 13:12:17:230
Created by	thendo.sikhwivhilu@eoh.co.za		
<b>ASSOCIATION 10</b>			
Associate supplier name	IOCO ENTERPRISE APPLICATIONS	Created date	12 Nov 2015 12:27:36:000
What is the association?	Head Office/Office	Edit by	thendo.sikhwivhilu@eoh.co.za
Association status	Approved	Edit date	12 Nov 2015 13:44:54:263
Created by	thendo.sikhwivhilu@eoh.co.za		





## CSD REGISTRATION REPORT

### ASSOCIATION 11

Associate supplier name SYBRIN SYSTEMS  
 What is the association? Head Office/Office  
 Association status Approved  
 Created by thendo.sikhwivhilu@eoh.co.za

Created date 16 Nov 2015 10:31:50:000  
 Edit by thendo.sikhwivhilu@eoh.co.za  
 Edit date 30 Nov 2015 11:58:59:530

### ASSOCIATION 12

Associate supplier name XTND  
 What is the association? Head Office/Office  
 Association status Approved  
 Created by thendo.sikhwivhilu@eoh.co.za

Created date 30 Nov 2015 15:37:53:000  
 Edit by thendo.sikhwivhilu@eoh.co.za  
 Edit date 01 Dec 2015 12:58:23:023

### ASSOCIATION 13

Associate supplier name EMID  
 What is the association? Head Office/Office  
 Association status Approved  
 Created by thendo.sikhwivhilu@eoh.co.za

Created date 01 Dec 2015 14:15:37:000  
 Edit by thendo.sikhwivhilu@eoh.co.za  
 Edit date 15 Dec 2015 13:24:43:430

### ASSOCIATION 14

Associate supplier name SULT  
 What is the association? Head Office/Office  
 Association status Approved  
 Created by matsela.pohotona@eoh.com

Created date 19 Jan 2016 11:49:05:000  
 Edit by thendo.sikhwivhilu@eoh.co.za  
 Edit date 08 Feb 2016 12:19:58:227

### ASSOCIATION 15

Associate supplier name CONSTRUCTION COMPUTER SOFTWARE  
 What is the association? Head Office/Office

Created date 04 Nov 2015 11:19:19:000  
 Edit by matsela.pohotona@eoh.com





## CSD REGISTRATION REPORT

Association status	Approved	Edit date	19 Feb 2016 16:31:47:750
Created by	matsela.pohotona@eoh.com		
<b>ASSOCIATION 16</b>			
Associate supplier name	C A SOUTHERN AFRICA	Created date	26 Aug 2020 15:06:52:000
What is the association?	Head Office/Office	Edit by	phumzile.masanabo@eoh.co.za
Association status	Approved	Edit date	14 Sep 2020 12:31:47:483
Created by	phumzile.masanabo@eoh.co.za		

### B-BEEE INFORMATION

B-BBEE verification regulator	Verification agency accredited by SANAS	SANAS accredited agency	EMPOWERLOGIC (PTY) LTD
Sector charter	Information and communication technology (ICT)	% Owned by black people	55.33
Subsector charter	NOT APPLICABLE	% Owned by black people who are women	7.31
B-BBEE certificate number	ELC9792RGENBBICT	% Owned by black people who are youth	0.00
B-BBEE certificate issue date	30 Oct 2020 00:00:00:000	% Owned by black people with disabilities	0.00
B-BBEE certificate issue expiry date	29 Oct 2021 00:00:00:000	% Owned by black who are unemployed	0.00
B-BBEE status level of contributor	Level 1 Contributor	% Owned by black people who are military veteran	0.00
B-BBEE procurement recognition	135%	% Owned by black people living in rural or underdeveloped areas	0.00





## CSD REGISTRATION REPORT

Value adding supplier or empowering supplier	Yes	Verification Status	Manual Verification Required
Skills Development Score	17.32	Created by	phumzile.masanabo@eoh.co.za
Socio-Economic Development Score	12.00	Created date	22 Sep 2016 13:41:51:110
Management Control Score	15.71	Edit by	phumzile.masanabo@eoh.co.za
Ownership Score	23.93	Edit date	02 Feb 2021 18:31:03:463
Enterprise Supplier Development Score	53.93	Status	Active
Total Score	122.89		

### OWNERSHIP INFORMATION

Owner s name and surname Legal name	Owner s Identification number	RSA Citizen	Ethnic group	Gender	Ownership %	Youth	Disabled	Military	Rural	Township
EOH Holdings Ltd			N/A	N/A	100.00%	N/A	N/A	N/A	N/A	N/A
Total					100.00%					

### OUTCOMES AGAINST PREFERENTIAL PROCUREMENT CRITERIA BASED ON B-BEE CERTIFICATE

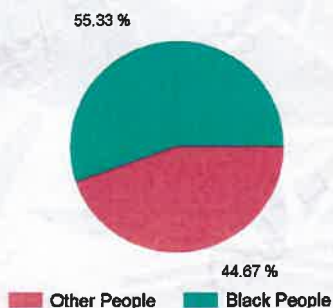
Enterprise type	GEN
B-BBEE Status level of contributor	Level 1 Contributor
Owned by black people	55.33
Owned by black people who are youth	0.00
Owned by black people who are women	7.31
Owned by black people with disabilities	0.00
Owned by black people who are military veterans	0.00
Owned by black people living in rural or undeveloped areas	0.00
Owned by black people living in townships	0.00
Owned by black people that is unemployed	0.00



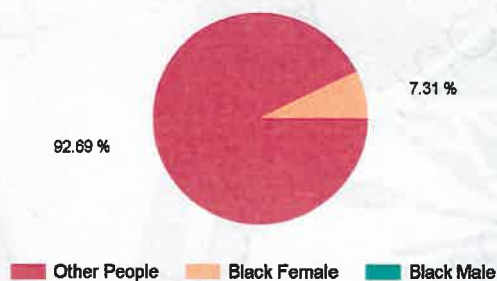


## CSD REGISTRATION REPORT

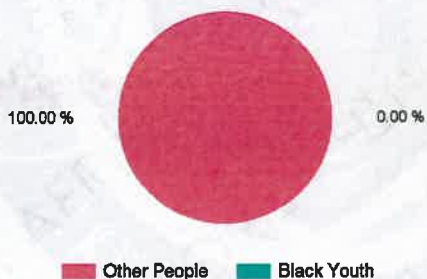
People % Ownership



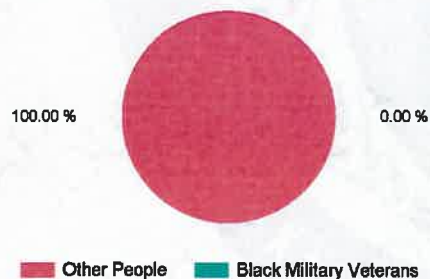
Gender % Ownership



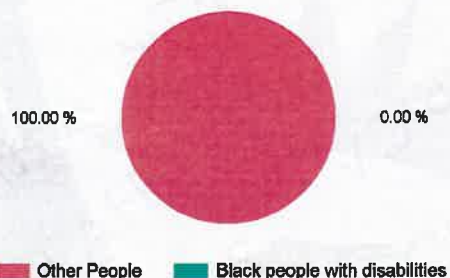
Youth % Ownership



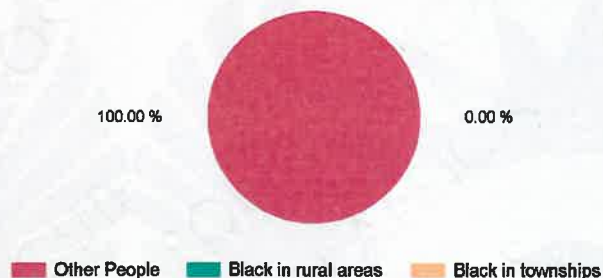
Military Veteran % Ownership



Disabled % Ownership



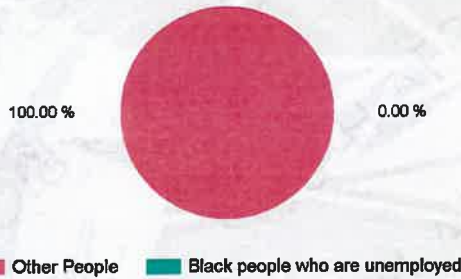
Living Area % Ownership





## CSD REGISTRATION REPORT

Unemployed % Ownership



### DIRECTORS/MEMBERS/OWNERS INFORMATION

#### DIRECTOR/MEMBER 1

Director type	Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	STEPHEN JON	Created date	19 Jul 2019 02:08:28:000
Surname	VAN COLLER	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	14 Dec 2020 12:05:30:000
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	6606115108084	Restriction Last Verification Date	20 Sep 2021 11:04:00:887
Work permit	0000000	Government Employee	No
Appointment date	14 Jun 2019 00:00:00:000	Government Employee Last Verification Date	20 Sep 2021 11:04:00:450
Email address	cgv@eoh.com	SA identification number Verified	Yes
Cellphone number	011 607 8100	SA identification number verification date	20 Sep 2021 11:04:00:637
		Companies involved in	MAAA0008187; MAAA0008532; MAAA0034461; MAAA0168881; MAAA0357082; MAAA0649387...

#### DIRECTOR/MEMBER 2

Director type	Director	Created by	csd.reverifybatch@treasury.gov.za
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## CSD REGISTRATION REPORT

Director status	Active	Created date	19 Jul 2019 02:08:28:000
Name(s)	MEGAN LOANNE	Edit by	csd.reverifybatch@treasury.gov.za
Surname	PYDIGADU	Edit date	14 Dec 2020 12:05:30:000
Country	South Africa	Restricted Supplier	No
Identification type	South African Identification Number	Restriction Last Verification Date	20 Sep 2021 11:04:00:903
South African identification number	7407310137088	Government Employee	No
Work permit	0000000	Government Employee Last Verification Date	20 Sep 2021 11:04:00:467
Appointment date	14 Jun 2019 00:00:00:000	SA identification number Verified	Yes
Email address	cgv@eoh.com	SA identification number verification date	20 Sep 2021 11:04:00:700
Cellphone number	011 607 8100	Companies involved in	MAAA0001104; MAAA0008187; MAAA0008532; MAAA0034461; MAAA0132103; MAAA0138700...
Owner	No		

### DIRECTOR/MEMBER 3

Director type	Director	Created by	csd.reverifybatch@treasury.gov.za
Director status	Active	Created date	19 Jul 2019 02:08:28:000
Name(s)	FATIMA SHEREEN	Edit by	csd.reverifybatch@treasury.gov.za
Surname	NEWMAN	Edit date	14 Dec 2020 12:05:30:000
Country	South Africa	Restricted Supplier	No
Identification type	South African Identification Number	Restriction Last Verification Date	20 Sep 2021 11:04:00:967
South African identification number	7109210128080	Government Employee	No
Work permit	0000000	Government Employee Last Verification Date	20 Sep 2021 11:04:00:497
Appointment date	14 Jun 2019 00:00:00:000	SA identification number Verified	Yes
Email address	cgv@eoh.com	SA identification number verification date	20 Sep 2021 11:04:00:730
Cellphone number	011 607 8100	Companies involved in	MAAA0006683; MAAA0008187; MAAA0008532; MAAA0013915; MAAA0034461; MAAA0168881...
Owner	No		





## CSD REGISTRATION REPORT

### Tips and Frequently Asked Questions (FAQ)

#### Identifier

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

#### Bank

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

#### Tax

##### Tax Compliance Status

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

##### Tax Compliance Expiry Date

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

#### CIPC

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

#### State Employee

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

#### BBBEE

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





### 1) Cover Section

- Cover Letter
- Delegation of Authority

### 2) Cape Winelands T 2021/12 Completed Bid Document

- CIPC documentation

### 3) EOH Technical Proposal (Internet Services A Three-Year Period)

- ICASA License Documentation
- Reference Letters

### 4) EOH Tax Clearance Certificate

### 5) EOH BBBEE Certificate

### 6) COIDA Letter of Good Standing

## **Solution Provider Evaluation – Compulsory Documentation**

### 7) Rates & Services

- Directors
- EOH Mthombo

### 8) CSD Registration Report



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



### Cape Winelands District Municipality

29 Du Toit Street

Stellenbosch

Western Cape

20 September 2021

**Attention:** Supply Chain Management Unit, Cape Winelands District Municipality (CWDM)

**Bid Ref:** T 2021/012 ; Internet Services for a 3 Year period.

After careful consideration of your invitation to bid documents, we believe we have a clear understanding of your key objectives and requirements. Our response showcases our ability to successfully deliver a solution that will support the Cape Winelands District Municipality in its strategic decision to move away from a centralised service towards a service whereby each location has its own internet service which will operate independently from other sites.

Our response addresses your specifications for an internet provider to provide internet services at all listed facilities across the District Municipality. The Cape Winelands District Municipality regional offices are in:

- ✓ Stellenbosch
- ✓ Worcester
- ✓ Paarl
- ✓ Ceres
- ✓ Robertson.

The EOH commitment is to deliver early and ongoing value, exceed your objectives and support you with increased efficiencies. Our ability to provide a turnkey solution, including advisory, project, technology delivery and change management, sets us apart and ensures a well-thought-out appropriate solution for the Cape Winelands District Municipality.

EOH is a proudly South African and we are committed to being a relevant force for good. We are focused on creating jobs through our Youth Job Creation Initiative and other CSI initiatives. The Cape Winelands District Municipality will be supported by a large enterprise Level 1 contributor, with 135% B-BBEE procurement recognition.

We look forward to growing our partnership with you and towards making this initiative a success. At EOH, one of our philosophies is to 'Partner for Life' – which can only be achieved if our clients are successful. For this reason, all our engagements are managed with responsibility, accountability and commitment.

**EOH Network Solutions a division of EOH Mthombo (Pty) Ltd**

T +27 11 266 4000

Hertford Office Park, Block D, 2<sup>nd</sup> Floor, 90 Bekker Road, Midrand, 1685 | PO Box 6458, Halfway House, Midrand, 1685

Reg no: 1998/000103/07 | a member of the EOH Group of Companies

[www.eoh.co.za](http://www.eoh.co.za) | [www.eoh-ns.co.za](http://www.eoh-ns.co.za)

Directors: Fatima Newman, Megan Pydigadu, Stephen Van Coller

DT  
f

Proposed deviations:

Subject	Deviations to the GCC's
Service Level Agreement	<p><i>The Bidder Acknowledges that this Tender is subject to the General Conditions of Contract (GCC) as issued by Treasury. Accordingly, the Bidder respectfully submits that while the GCC terms properly regulate the terms relating to the tender process, many of the terms are not applicable given the nature of the professional services the Bidder is tendering to provide and it does not include or cover all the terms that should apply to the provision of the professional services required under this tender. The Bidder's response is, therefore, submitted subject to the condition that if the Bidder is the successful bidder, the parties conclude an appropriate agreement that provides for such additional terms".</i></p>
Session and Assignment	<p><i>It is public knowledge that the ICT division of the EOH Group is undergoing an internal re-organisation. Accordingly, the Bidder's response is submitted subject to the condition that if the Bidder is the successful bidder, the Bidder shall be entitled to assign the envisaged Agreement for this matter, to any of its Affiliates, without the consent of the Customer. The Bidder undertakes to notify the Customer of such a change if applicable.</i></p>

Yours sincerely,



**David Thompson**  
Executive Head – Western Cape Sales  
EOH Network Solutions (iOCO Services) a.d.o. EOH Mthombo Pty (LTD)



LETTER TO DELEGATE AUTHORITY TO SIGN BIDS

Date: 20 September 2021

Re: Delegation of Authority

This confirms that I give permission to David Thompson to sign T 2021/012 to be submitted to Cape Winelands District for the Internet services for a three-year period.



---

EOH Mthombo (Pty) Ltd  
Name: Fatima Newman



#### Signature Request

Signature Request ID:	97017844-31e1-4538-91e4-9d2ffcdac3cc	Timestamp:	2021-09-20T14:05:48.665846Z
Signee Name:	Fatima Newman	Sender Name:	Vivien Dan
Request Type:	WebSigning	Request Status:	WEBVIEWER SIGNED

#### Original Document

Document Name:	Cosec_22_225_Mth21 194 David Thompson T 2021012 Cape Winelands District 20092021.pdf	Document Size:	115.0 KB
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#### Email Evidence

Signee Email:	fatima.newman@eoh.com	Email Subject:	A document from Vivien Dan is ready for signature
Email Sent Timestamp:	2021-09-20T07:28:27.25370Z	Email Opened Timestamp:	Not available in Silent Mode

#### Web Evidence

Signee IP Address:	105.184.83.107	Request Timestamp:	2021-09-20T14:05:21.570025
Signee GPS (if shared):	ZA: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/14.1.2 Safari/605.1.15	Terms Accepted Timestamp:	2021-09-20T14:05:28.789341

#### Annotations and Modifications

Signature Count:	1	Form Fields Filled Count:	0
Text Annotation Count:	0	Initial All Pages Count:	0
Single Initial Count:	0		

#### Signing Evidence

Signee Mobile:	+27834198585	Sign Type:	WebSigning
Security Challenge:	NONE	Part of Workflow:	cd5038d9-66c3-4d4e-a3ac-d4b66ea594fe

#### Chain Of Custody Generation

Attached Document Name:	20210920T140548.499395Z Cosec_22_225_Mth21 194 David Thompson T 2021012 Cape Winelands District 20092021.pdf	Attached Timestamp:	2021-09-20T14:05:48.665915Z
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