

REF NO 8/1/R + 6/2/15



CAPE WINELANDS DISTRICT

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

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

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

COMPANY NAME: Liquid Telecom t/a Liquid Intelligent Technologies.....
POSTAL ADDRESS: 163 Uys Krige Drive, Drakenzicht Building, Tygerberg Office Park, 7530
.....
.....

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

T 2021/012
INTERNET SERVICES A THREE-YEAR PERIOD

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A. TENDER NOTICE

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.

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

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

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

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

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

Registered auditors approved by IRBA

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

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

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

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

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

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

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

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

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

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

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

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

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

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

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

17. Application

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

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

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

18. Standards

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

19. Information and Inspection

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

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

20. Governing Language

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

21. Payments

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

Payment will be made in Rand unless otherwise stipulated.

22. Prices and Evaluation of bids

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

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

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

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

24. Termination for Insolvency

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

25. Settlement of Disputes

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

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

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

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

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

26. Applicable Law

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

27. Notices

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

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

28. Taxes and duties

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

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

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

29. Value-added tax (VAT) on invoices

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

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

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

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

The VAT registration number of the District Municipality is 4700193495.

30. Tax Clearance Certificate

A 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

The purpose of this document is to:

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

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

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

3. GENERAL

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. PATENT RIGHTS

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. PERFORMANCE SECURITY

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. PACKING

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

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

10. DELIVERY AND DOCUMENTS

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

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

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

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

14. SPARE PARTS

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

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

16. PAYMENT

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 16.5 Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000

should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

17. PRICES

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

8. VARIATION ORDERS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to

cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction

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

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

24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

28. LIMITATION OF LIABILITY

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

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

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

32. TAXES AND DUTIES

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

33. TRANSFER OF CONTRACTS

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

34. AMENDMENT OF CONTRACTS

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

35. PROHIBITION OF RESTRICTIVE PRACTICES

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

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

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

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

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

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


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

The points are awarded as follows:

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

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

E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2021/012	Closing date:	21/09/2021	Closing time:	11h00
Description	INTERNET SERVICES A THREE-YEAR PERIOD				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder	Liquid Intelligent Technologies				
Postal address	163 Uys Krige Drive, Drakenzicht Building, Tygerberg Office Park, 7530				
Street address	163 Uys Krige Drive, Drakenzicht Building, Tygerberg Office Park, 7530				
Telephone number	Code	+27 21	Number	815 0010	
Cell phone number	+27744610605				
E-mail address	jacqueline.ponto@liquid.tech				
VAT registration number	4800224455				
Tax compliance status	TCS PIN:	28G16AF22E	OR	CSD No:	MAAA 0002119
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 checked="" type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered			Total bid price	R	
Signature of bidder			Date	15 September 2021	
Capacity under which this bid is signed	Chief Executive Officer				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Abdul Gabier				
Telephone number	021 888 5171				
E-mail address	agabier@capewinlands.gov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewinlands.gov.za				

TERMS AND CONDITIONS FOR BIDDING – PART B

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS Not Applicable

- 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): Deon Geyser

Capacity for the Tenderer: Chief Executive Officer

Date: 15 September 2021

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

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

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 Please refer to LIT's response attached

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.		
Substantiate / Comments		

BIDDER'S EXPERIENCE	Comply	Not Comply
<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>1st line support capability</p> <p>On-site support capability</p> <p>Help desk capability</p> <p>Reference site where internet services are supplied</p>		
<p>Substantiate / Comments</p>		

NETWORK SECURITY	Comply	Not Comply
<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>Substantiate / Comments</p>		

The bidder must provide a detailed proposal of how the following requirements will be achieved.	Comply	Not Comply
<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"> • Availability • Reachability / Accessibility • Utilisation against Capacity 		
<p>Substantiate / Comments</p>		

BANDWIDTH	Comply	Not Comply
<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>Substantiate / Comments</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): Deon Geyser

Chief Executive Officer

Capacity for the Tenderer:

Name of organization: Liquid Intelligent Technologies

Name and Signature of Witness: Jacqueline Ponto 

Date: 15 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 3,162.50	R8,052.05
Stellenbosch Health, Disaster & Fire Control	33°55'38.97"S	18°51'26.40"E	20 Mbps	Fiber	High	R 3,162.50	R3,823.19
Stellenbosch Roads Depot & Fire Station	33°55'38.97"S	18°51'21.70"E	20 Mbps	Fiber	Medium	R 3,162.50	R3,823.19
Any other cost that is required for a successful deployment							R

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 3,507.50	R10,312.00
Worcester Roads Depot	33°38'07.31"S	19°27'57.77"E	20 Mbps	Fiber	Medium	R 3,162.50	R3,823.19
Worcester Fire Station, Eerste Begin, Brandwacht	33°35'21.53"S	19°26'48.68"E	10 Mbps	Fiber	Medium	R3,507.50	R5,613.25
Worcester Emergency Medical DR	33°38'38.64"S	19°27'23.67"E	20 Mbps	Fiber	Medium	R3,162.50	R3,823.19
Any other cost that is required for a successful deployment							R

Cape Winelands District Municipality

TENDER
Opened at 11h00 on

21 SEP, 2021

[Signature]
Witness:

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 6,612.50	R 7,631.76
Paarl Roads Depot	33°42'31.43"S	18°58'11.98"E	10 Mbps	Fiber	Medium	R 6,037.50	R 7,975.02
Paarl Fire Station, Nieuwedrift	33°41'15.77"S	18°57'46.32"E	10 Mbps	Radio	Medium	R 6,612.50	R 4,819.42
Any other cost that is required for a successful deployment							R

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 3,162.50	R 3,823.19
Robertson Roads Depot	33°48'39.74"S	19°53'01.97"E	10 Mbps	Fiber	Medium	R 3,162.50	R 2,800.02
Robertson Fire Station	33°48'37.82"S	19°53'00.59"E	10 Mbps	Fiber	Medium	R 3,162.50	R 2,800.02
Any other cost that is required for a successful deployment							R

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 8,722.75	R 15,038.75
Ceres Depot	33°21'38.28"S	19°19'36.19"E	10 Mbps	Fiber	Medium	R 5,507.50	R 5,613.25
Any other cost that is required for a successful deployment							R

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

Cape Wine and its District Municipality
RENDER
 1 SEP 2021
 Wines: 39

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 8,052.05
Stellenbosch Health, Disaster & Fire Control	33°55'38.97"S	18°51'26.40"E	20 Mbps	Fiber	High	R 3,823.19
Stellenbosch Roads Depot & Fire Station	33°55'38.97"S	18°51'21.70"E	20 Mbps	Fiber	Medium	R 3,823.19
Any other cost that is required for a successful deployment						R

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 10,312.00
Worcester Roads Depot	33°38'07.31"S	19°27'57.77"E	20 Mbps	Fiber	Medium	R 3,823.19
Worcester Fire Station, Eerste Begin, Brandwacht	33°35'21.53"S	19°26'48.68"E	10 Mbps	Fiber	Medium	R 5,613.25
Worcester Emergency Medical DR	33°38'38.64"S	19°27'23.67"E	20 Mbps	Fiber	Medium	R 3,823.19
Any other cost that is required for a successful deployment						

Cape Wineyards District Municipality
 1444 25th Street
 Opened at 11:00 on
21 SEP 2021
 Witness: _____

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 8,052.05
Stellenbosch Health, Disaster & Fire Control	33°55'38.97"S	18°51'26.40"E	20 Mbps	Fiber	High	R 3,823.19
Stellenbosch Roads Depot & Fire Station	33°55'38.97"S	18°51'21.70"E	20 Mbps	Fiber	Medium	R 3,823.19
Any other cost that is required for a successful deployment						R

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 10,312.00
Worcester Roads Depot	33°38'07.31"S	19°27'57.77"E	20 Mbps	Fiber	Medium	R 3,823.19
Worcester Fire Station, Eerste Begin, Brandwacht	33°35'21.53"S	19°26'48.68"E	10 Mbps	Fiber	Medium	R 5,613.25
Worcester Emergency Medical DR	33°38'38.64"S	19°27'23.67"E	20 Mbps	Fiber	Medium	R 3,823.19
Any other cost that is required for a successful deployment						

Cape Winelands District Municipality
 Operational Division
 1 SEP 2021
 Witness: 

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 7,631.76
Paarl Roads Depot	33°42'31.43"S	18°58'11.98"E	10 Mbps	Fiber	Medium	R 7,975.02
Paarl Fire Station, Nieuwedrift	33°41'15.77"S	18°57'46.32"E	10 Mbps	Radio	Medium	R 4,819.42
Any other cost that is required for a successful deployment						
Paarl HQ DR P2P layer 2 Stellenbosch HQ	33°44'29.22"S	18°57'43.53"E	20 Mbps	Fibre	Medium	R 7,631.76

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 3,823.19
Robertson Roads Depot	33°48'39.74"S	19°53'01.97"E	10 Mbps	Fiber	Medium	R 2,800.02
Robertson Fire Station	33°48'37.82"S	19°53'00.59"E	10 Mbps	Fiber	Medium	R 2,800.02
Any other cost that is required for a successful deployment						

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 15,038.75
Ceres Depot	33°21'38.28"S	19°19'36.19"E	10 Mbps	Fiber	Medium	R 5,613.25
Any other cost that is required for a successful deployment						

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

R/inelands District Municipality

Opened at LHCO on

21 SEP 2021

[Signature]
Witness

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.

Table A: Stellenbosch			
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 9,487.50
Stellenbosch HQ	R 8,052.05	12	R 96,624.57
Stellenbosch Health, Disaster & Fire Control	R 3,823.19	12	R 45,878.25
Stellenbosch Roads Depot & Fire Station	R 3,823.19	12	R 45,878.25
Total costs for year 1			R 197,868.56
Year 2			
Stellenbosch HQ	R 8,052.05	12	R 96,624.57
Stellenbosch Health, Disaster & Fire Control	R 3,823.19	12	R 45,878.25
Stellenbosch Roads Depot & Fire Station	R 3,823.19	12	R 45,878.25
Total costs for year 2			R 188,381.06
Year 3			
Stellenbosch HQ	R 8,052.05	12	R 96,624.57
Stellenbosch Health, Disaster & Fire Control	R 3,823.19	12	R 45,878.25
Stellenbosch Roads Depot & Fire Station	R 3,823.19	12	R 45,878.25
Total costs for year 3			R 188,381.06
Total for year1, 2 and 3			R 574,630.69

Cape Winelands District Municipality
TENDER
 Opened at 11h00 on
1 SEP 2021

 Witness: _____

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 13,340.00
Worcester HQ	R 10,312.00	12	R 123,744.05
Worcester Roads Depot	R3,823.19	12	R45,878.25
Worcester Fire Station, Eerste Begin, Brandwacht	R 5,613.25	12	R67,359.04
Worcester Emergency Medical DR	R3,823.19	12	R 45,878.25
Total costs for year 1			R 296,199.58
Year 2			
Worcester HQ	R 10,312.00	12	R123,744.05
Worcester Roads Depot	R 3,823.19	12	R 45,878.25
Worcester Fire Station, Eerste Begin, Brandwacht	R 5,613.25	12	R 67,359.04
Worcester Emergency Medical DR	R 3,823.19	12	R45,878.25
Total costs for year 2			R 282,859.58
Year 3			
Worcester HQ	R 10,312.00	12	R 123,744.05
Worcester Roads Depot	R3,823.19	12	R45,878.25
Worcester Fire Station, Eerste Begin, Brandwacht	R5,613.25	12	R67,359.04
Worcester Emergency Medical DR	R3,823.19	12	R 45,878.25
Total costs for year 3			R282,859.58
Total for year1, 2 and 3			R861.918.73

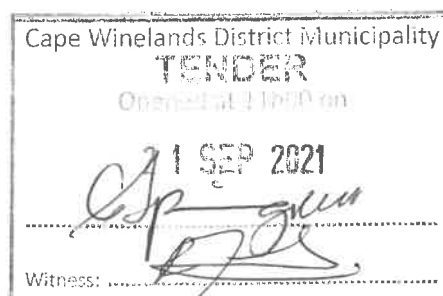


Table C: Paarl			
Year 1			
Branch Name	Cost per month including VAT	Qty.	Total cost including VAT
Once Off Setup Cost + any other costs (3-year warrantee)			R 25,300.00
Paarl HQ	R7,631.76	12	R 91,581.17
Paarl Roads Depot	R7,975.02	12	R95,700.24
Paarl Fire Station, Nieuwedrift	R4,819.42	12	R 57,833.04
Paarl Fire Station, Nieuwedrift - 20Mbps R91,581.17 Total costs for year 1			R 361,995.62
Year 2			
Paarl HQ	R7,631.76	12	R 91,581.17
Paarl Roads Depot	R7,975.02	12	R95,700.24
Paarl Fire Station, Nieuwedrift	R4,819.42	12	R57,833.04
Paarl Fire Station, Nieuwedrift -20Mbps R91,581.17 Total costs for year 2			R 336,695.62
Year 3			
Paarl HQ	R 7,631.76	12	R 91,581.17
Paarl Roads Depot	R7,975.02	12	R 95,700.24
Paarl Fire Station, Nieuwedrift	R 7,631.76	12	R 57,833.04
Paarl Fire Station, Nieuwedrift -20Mbps R91,581.17 Total costs for year 3			R 336,695.62
Total for year1, 2 and 3			R 1,035,386.86

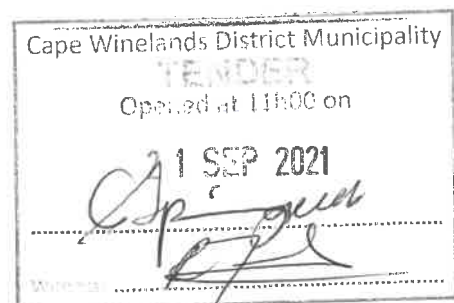


Table D: Robertson			
Year 1			
Branch Name	Cost per month including VAT	Qty.	Total cost including VAT
Once Off Setup Cost + any other costs (3-year warrantee)			R 9,487.50
Robertson HQ	R 3,823.19	12	R45,878.25
Robertson Roads Depot	R 2,800.02	12	R 33,600.24
Robertson Fire Station	R2,800.02	12	R33,600.24
Total costs for year 1			R 122,566.23
Year 2			
Robertson HQ	R 3,823.19	12	R 45,878.25
Robertson Roads Depot	R2,800.02	12	R 33,600.24
Robertson Fire Station	R2,800.02	12	R33,600.24
Total costs for year 2			R 113,078.73
Year 3			
Robertson HQ	R 3,823.19	12	R 45,878.25
Robertson Roads Depot	R 2,800.02	12	R33,600.24
Robertson Fire Station	R 2,800.02	12	R 33,600.24
Total costs for year 3			R113,078.73
Total for year1, 2 and 3			R 348,723.68

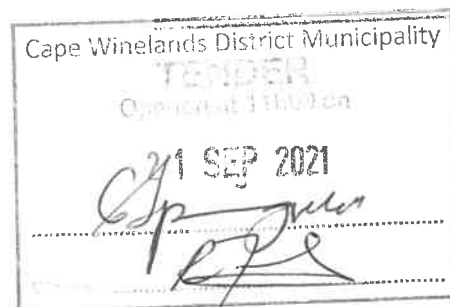


Table E: Ceres			
Year 1			
Branch Name	Cost per month including VAT	Qty.	Total cost Including VAT
Once Off Setup Cost + any other costs (3-year warrantee)			R 12,230.25
Ceres HQ	R 15,038.75	12	R 180,464.95
Ceres Depot	R 5,613.25	12	R67,359.04
Total costs for year 1			R260,054.24
Year 2			
Ceres HQ	R 15,038.75	12	R 180,464.95
Ceres Depot	R 5,613.25	12	R 67,359.04
Total costs for year 2			R247,823.99
Year 3			
Ceres HQ	R 15,038.75	12	R 180,464.95
Ceres Depot	R 5,613.25	12	R67,359.04
Total costs for year 3			R 247,823.99
Total for year1, 2 and 3			R755,702.23

Cape Winelands District Municipality
TENDER
 On 1 SEP 2021
[Signature]
 Title: _____


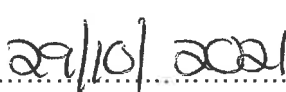
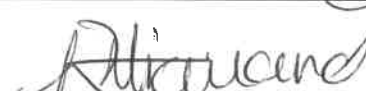

H. ACCEPTANCE

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	
<p>.....  Mr. F. van Eck Executive Director: Technical Services</p>	<p>.....  Date</p>
<p>.....  Me. E Niemand Witness</p>	<p>.....  Date</p>

I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number
Please refer to Directors Information attached			

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

LW! Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word tesame met die MBD 6.1 Eisvorm vir punte.

NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card must be submitted with the MBD 6.1 Claim Form.

QAPHELAI Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, kufuneka ukuba isicelo sakho sekopi eqinisekisiweyo ye Balanced Broad-Based Black Economic Empowerment Score Card ihambe kunye nefomu eyi **MBD 6.1 Claim Form**.

Vir meer inligting besoek: / For more information please visit: / Inkcukach ezithe vetshe uzakuzifumana aph:

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

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

- **1. Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **ras**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobuhlanga**. 16.44 %
2. Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **geslag**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokwesini**. 0 %
3. Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **gestremdheid**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobulwelwe**. 0 %
4. Persentasie aandeelhouding van persone geklassifiseer as **jeug**. (18 – 35 Jaar oud).
 Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old)
 Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba **lulutsha** (18 – 35 Yeminyaka) 0 %
5. Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit In/Ngaphakathi
 Is your business established within the area of jurisdiction of the District Municipality? In / Out In/Out/Ngaphandle
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle Uit/Out/Ngaphandle
6. Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee Ja/Yes/Ewe
 Do you make use of local labour (job creation)? Yes / No Nee/No/Hayi
 Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi

J. DECLARATION OF INTEREST – (MBD 4 B)

(On behalf of the company and its directors/ members/ trustees/ principle shareholders²)

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

3.1	Full Name of bidder or his or her representative	Liquid Intelligent Technologies
3.2	Identity Number (person submitting this declaration)	Not Applicable
3.3	Position occupied in the Company (official/director/trustee/shareholder ²):	Not Applicable
3.4	Company Registration Number	2004/004619/07
3.5	Tax Reference Number	9774696141
3.6	VAT Registration Number	2004/004619/07
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:		Persal No:	
Full Names:			
Organ of State:		Position:	

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

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

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

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

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	<input checked="" type="checkbox"/>	No
3.13.1	If yes, furnish particulars. Please refer to directors Declaration attached		

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

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for 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.		

3.16	Was the supplier or any director/ member/ trustee/ principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	<input checked="" type="checkbox"/>
3.16.1	If yes, furnish particulars.		

3.17	Does the supplier or any director/ member/ trustee/ principle shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	<input checked="" type="checkbox"/>
3.17.1	If yes, furnish particulars. The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted every three months – provide individual information in the schedule under par. 4.		

3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	<input checked="" type="checkbox"/>
3.18.1	If yes, furnish particulars.		

4	<p>MFMA Circular No 62 of July 2013 require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. A shareholder is defined as a person who owns shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</p>						
	Full name of directors / trustees / shareholders	Identity Number	% Share-holding in company	Personal Tax Reference Number	State Employee Number (Persal)	Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i>	
1	Mr Nicholas Rudnick	C4YM7HTZJ		N/A	N/A	Not Required	
2	Mr Strive Masiyiwa	EN623361		1447370147		402976226	
3	Mr Malvin Meyer	5710185098083		2216345039		227709621	
4	Mr Martin Edge	500932905		N/A		226392297	
5	Mr Hardwork Njodzi Pemhiwa	EN939364		0517516258		554623828	
6	Mr Katlego Kobue	8706055734085		1237428162		553011727	
7	Ms. Tinyiko Sihlangu	8806010920082		1396143156		1802862125	
8	Mr Gideon Jakobus Geyser	7811195024081		2133165148		5011794774	
9	Mr Sandy Sandile Nisele	7308205489081		550230777		2665104200	
10							

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


.....
Signature

15 September 2021

.....
Date

Chief Executive Officer

Liquid Intelligent Technologies

.....
Capacity of Signatory

.....
Name of Bidder/Company/CC Name

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

¹ MSCM Regulations: "in the service of the state" means to be -

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

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

Commissioner of Oaths

Signed and sworn to before me at Johannesburg

on this the 15th 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 Murendeni N Mashige

Position: Attorney

Address 1 Protea Place

Sandton

Johannesburg

Tel 011 562 1739

Apply official stamp of authority on this page:


MURENDENI NOMFUNDO
MASHIGE
Commissioner of Oaths
Ex Officio
Practising Attorney RSA
1 Protea Place, Sandton
Johannesburg

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>.....</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>.....</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>.....</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

4.1	<p>If yes, furnish particulars</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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CERTIFICATION

I, THE UNDERSIGNED (NAME) Deon Geysar
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
 CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION
 PROVE TO BE FALSE.



15 September 2021

Signature Date

Chief Executive Officer

Liquid Intelligent Technologies


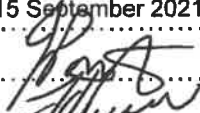
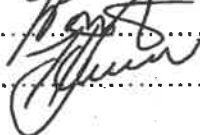
Position Name of Bidder

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) Liquid Intelligent Technologies..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number T2021 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	Deon Geyser
Capacity	Chief Executive Officer
Signature	
Company name	Liquid Intelligent Technologies
Date	15 September 2021
Witness 1		Date 15 September 2021
Witness 2		Date 15 September 2021

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

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

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: 2= 18..... (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	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

7.1.1 If yes, indicate:

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

YES	<input type="checkbox"/>	NO	<input 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: Liquid Intelligent Technologies

8.2 VAT registration number: 4800224455

8.3 Company registration number:

- 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

IT Converged Network Telecommunications and Intelligent Technology Service Provider

.....

.....

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: Please refer to Municipal Accounts attached hereto

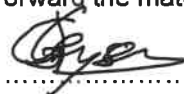
Registered Account Number:

Stand Number:

8.8 Total number of years the company/firm has been in business: 17 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: 15 September 2021

ADDRESS: 163 Uys Krige Drive, Drakenzicht Building, Tygerberg Office Park, 7530

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

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		No
4.2.1	If so, furnish particulars:		
4.3	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		No
4.3.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) Deon Geysler.....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

15 September 2021
.....
Date

Chief Executive Officer
.....
Position

Liquid Intelligent Technologies
.....
Name of Bidder

O. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

T2021 012 Provision of Internet Services

 (Bid Number and Description)

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

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

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

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

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

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

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

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

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



.....
Signature

15 September 2021

.....
Date

Chief Executive Officer

.....
Position

Liquid Intelligent Technologies

.....
Name of Bidder

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

P. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
Please refer to Municipal Accounts attached			

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

DECLARATION:

I, the undersigned (name) Deon Geysler
 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

15 September 2021

Date

Chief Executive Officer

Position

Liquid Intelligent Technologies

Name of Bidder

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:

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

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

Signature: 

Date: 15 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

Company Name	SANAS
Description of project	Direct Internet Access
Contact person name	Luigi Muto
Contact person telephone number	+27 (12) 740 8400
Value of project	Client Confidential

Company Name	Kagiso Media
Description of project	Internet and Voice Services
Contact person name	Ashwin Frankie
Contact person telephone number	+27 (11) 034 9200
Value of project	Client Confidential

Company Name	Bytes Systems Integration
Description of project	Internet and Voice Services
Contact person name	Deon Hattingh
Contact person telephone number	+27 (11) 205 7000
Value of project	Client Confidential

Company Name	Office of the Premier KZN
Description of project	Internet and Voice Services
Contact person name	Mr SB Emslie
Contact person telephone number	+27 (33) 342 5906
Value of project	Client Confidential



TAB #	DESCRIPTION
TAB 1	Cover Letter
TAB 2	Response to RFP Document
TAB 3	LIT Response to Specifications

TABLE OF CONTENTS

DOCUMENT IDENTIFICATION

Effective Date: 21 September 2021

Proposal Validity: 120 Days from the closing date

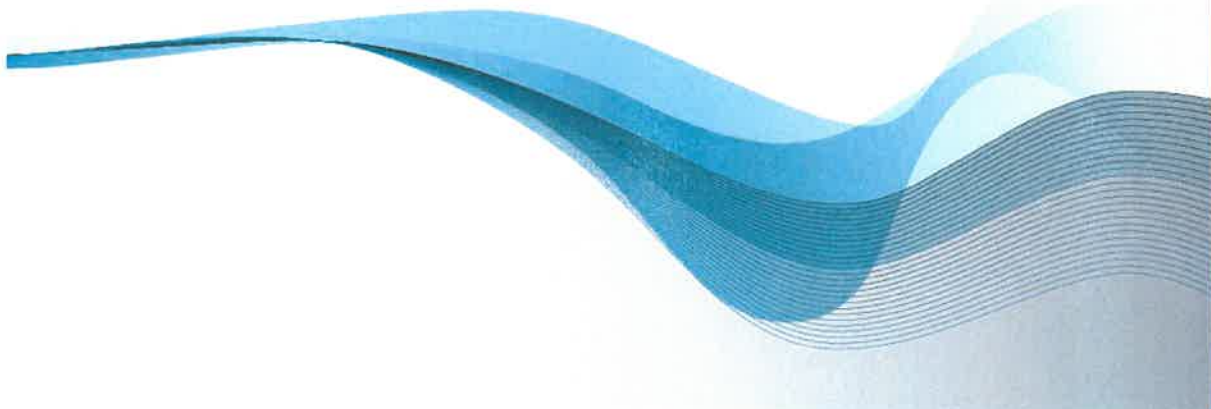
Jacqueline Ponto
Key Account Manager
T: +27 21 815 0010
M: +27 74 461 0605
E: Jacqueline.ponto@liquid.tech

Contact/s: Didi vd Merwe
Bid Office Specialist
T: +27 21 815 0207
M: +27 83 354 0348
E: didi.vandermerwe@liquid.tech



Confidentiality & Disclaimer

This document is the property of Liquid Telecommunications South Africa (Pty) Limited trading as Liquid Intelligent Technologies ("LIT") and LIT retains copyright herein. The information contained herein is confidential to LIT and should not be copied or disclosed to any third party without the prior consent of LIT. The information contained herein should be disclosed only to those of your employees who are directly involved in the project to which this document relates.





21 September 2021

Attention: Municipal Manager

Cape Winelands District Municipality

29 Du Toit Street
Stellenbosch

Dear Sir

RE: T2021/012 INTERNET SERVICES FOR A THREE-YEAR PERIOD

We would like to take this opportunity to thank **CWDM** for inviting **Liquid Telecommunications South Africa trading as Liquid Intelligent Technologies** (hereinafter refer to as LIT) to respond the abovementioned RFP.

This response is based on our understanding of your request. We have proposed a solution conforming to the requirements, and trust that the format of the return meets with your acceptance.

We look forward to your decision in the near future and to progressing this project to a mutually beneficial and successful conclusion. Should you wish to discuss any part of this response in more detail, please do not hesitate to contact Jacqueline Ponto (Jacqueline.ponto@liquidtelecom.co.za), Key Account Manager, at +27 21 815 0010.

Yours Faithfully

JACQUELINE PONTO

Key Account Manager

CERTIFIED A TRUE COPY OF THE ORIGINAL. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED.

Bronwen Zehmke

Commissioner of Oaths (Ex Officio)

Admitted Attorney of the High Court of South Africa

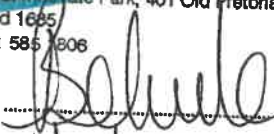
Address: Innovate Park, 401 Old Pretoria, Main Road

Midrand 1685

Tel: 011 585 1906

Signed:

Date:



LIQUID TELECOM

Form COR-05/AA/R23

EMPOWERDEX

Economic Empowerment Rating Agency




Generic ICT B-BBEE Verification Certificate

Liquid Telecommunications South Africa (Pty) Ltd

Registration Number: 2004/004619/07

Address: 401 Old Pretoria Main Road, Halfway House, Midrand, 1685

Level Two Contributor				
Scorecard Information	Actual Score	Target Score	Analysis	Results
Ownership	19.12	25.00	Black Ownership Percentage	16.44%
Management Control	14.67	23.00	Black Women Ownership Percentage	7.73%
Skills Development	15.01	20.00	Black Designated Group Percentage	16.44%
Enterprise and Supplier Development	42.51	50.00	Black Disabled Percentage	0.00%
Socio-Economic Development	10.69	12.00	Black Youth Percentage	0.00%
			Black Unemployed Percentage	0.00%
Total Score	102.00	130.00	Black People Living in Rural Areas	16.44%
			Black Military Veterans	0.00%
Participated in Y.E.S Initiative	Yes		Modified Flow Through Applied	No
Achieved Y.E.S Target & 2.5% Absorption	Yes		Exclusion Principal Used Yes/No	No
Achieved 1.5 x Y.E.S Target & 5% Absorption	Yes		VAT Number	4800224455
Achieved 2 x Y.E.S Target & 5% Absorption	Yes		Financial Year End	29/02/2020
Empowering Supplier	Yes		Effective Date Used	27 November 2020
Procurement Recognition Level	100.00%		Expiry Date	26 November 2021
Discounting Principle Applicable	No		Re-issue Date	04 December 2020
Recorded Procurement Recognition Level	125.00%			


 Technical Signatory - Ndamase

Date: 4/12/2020

This verification certificate and the verification report are based on information provided to Empowerdex and represent an independent opinion based on the verification and analysis completed by Empowerdex. The calculation of the scores has been determined in accordance with the ICT Sector Codes as Gazetted on 07 November 2016.

Empowerdex Northern Regions (Pty) Ltd Reg. 2008/004631/07
 Directors: J Brebnor, R Gijben, L Ratsoma

IC20P0009A



sanas
 BBEE Verification Agency

BVA 101

A04408

C e r t i f i c a t e



TAX COMPLIANCE STATUS

PIN Issued

LIQUID TELECOMMUNICATIONS SOUTH AFRICA
POSTNET SUITE 612
PRIVATE BAG X29
GALLO MANOR
2052

Enquiries should be addressed to SARS:

Contact Detail

SARS
Alberton
1528

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

Details

Taxpayer Reference Number: 9774696141

Always quote this reference number when contacting SARS

Issue Date: 2021/02/18

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

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

TCS Details:	
Taxpayer Name	Liquid Telecommunications South Africa
Trading Name	LIQUID TELECOMMUNICATIONS SOUTH AFRICA
Tax Reference Number(s)	IT - 9774696141 Vat - 4800224455 PAYE - 7830758456
Purpose of Request	Tender
Request Reference Number	0000238649TS1802211012094
PIN	28G16AF22E
PIN Expiry Date	18/02/2022

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

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

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

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

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

Sincerely

ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE



CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

Supplier number	MAAA0002119	South African company/CC registration number	2004/004619/07
Is supplier active?	Yes	Have Bank Account	Yes
Supplier type	CIPC Company	Total annual turnover	More than R50 million
Supplier sub-type	Private Company (Pty)(Ltd)	Financial year start date	29 Feb 2020 00:00:00:000
Legal name	LIQUID TELECOMMUNICATIONS SOUTH AFRICA	Registration date	24 Feb 2004 00:00:00:000
Trading name	Liquid Intelligent Technologies	Created by	asha.singh@liquid.tech
Identification type	South African Company/Close Corporation Registration Number	Created date	14 Sep 2015 16:50:39:000
Government breakdown	Private Companies (Pty) (Ltd)	Edit by	asha.singh@liquid.tech
Business status	In Business	Edit date	20 Jul 2021 12:37:06:420
Country of origin	South Africa	Restricted Supplier	No

SUPPLIER INDUSTRY CLASSIFICATION INFORMATION

INDUSTRY CLASSIFICATION 1			
Main group	Information and communication	Core industry	Telecommunications (for telecommunications resellers, see 6190)
Division	Telecommunications (for telecommunications resellers, see 6190)	% share of annual turnover	100.00

SUPPLIER CONTACT INFORMATION

CONTACT 1			
Contact type	Bid Office	Email address	didi.vandermerwe@liquidtelecom.co.za
Is this your preferred Contact?	Yes	Telephone number	021 815 0207





CSD REGISTRATION REPORT

Name(s)	Didi	Cellphone number	083 354 0348
Surname	Van Der Merwe	Website address	www.liquidtelecom.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	asha.singh@liquid.tech
Prefer communication via email	Yes	Created date	14 Sep 2015 16:30:21:000
Prefer communication via sms	Yes	Edit by	asha.singh@liquid.tech
		Edit date	25 Feb 2021 12:59:36:053

CONTACT 2

Contact type	Sales	Cellphone number	079 695 2577
Is this your preferred Contact?	No	Fax number	011 585 3993
Name(s)	Lorena	Website address	www.liquidtelecom.co.za
Surname	Frankie	Do you want this contact to also be a CSD user ?	Yes
Identification type	South African Identification Number	Created by	asha.singh@liquid.tech
Prefer communication via email	Yes	Created date	14 Sep 2015 16:32:46:000
Email address	lorena.frankie@liquidtelecom.co.za	Edit by	asha.singh@liquid.tech
Telephone number	011 585 1945	Edit date	25 Feb 2021 12:59:36:067

CONTACT 3

Contact type	Bid Office	Cellphone number	084 605 4685
Is this your preferred Contact?	No	Website address	www.liquid.tech
Name(s)	Asha	Do you want this contact to also be a CSD user ?	Yes
Surname	Singh	Created by	asha.singh@liquid.tech
Identification type	South African Identification Number	Created date	20 Jul 2021 12:37:06:543
Prefer communication via email	Yes	Edit by	csd.datafix@treasury.gov.za
Email address	asha.singh@liquid.tech	Edit date	20 Jul 2021 12:37:06:543





CSD REGISTRATION REPORT

Telephone number 011 585 0198

SUPPLIER ADDRESS INFORMATION

ADDRESS 1

Is this a preferred address?	Yes	Postal code	1685
Address line 1	Innovate Park, 401 Old Pretoria Main Road	Country	South Africa
Address line 2	Halfway House	This address S/A delivery	Yes
Suburb	Halfway House	This address S/A payment	Yes
Province	Gauteng	Created by	asha.singh@liquid.tech
Municipality	City of Johannesburg	Created date	14 Sep 2015 16:50:39:297
City	Midrand	Edit by	asha.singh@liquid.tech
		Edit date	03 Oct 2017 10:25:21:310

ADDRESS 2

Is this a preferred address?	No	Country	South Africa
Address line 1	Postnet Suite 612	This address S/A postal	Yes
Address line 2	Private Bag X29	This address S/A payment	Yes
Suburb	Gallo Manor	Created by	asha.singh@liquid.tech
Province	Gauteng	Created date	14 Sep 2015 16:50:39:310
Municipality	City of Johannesburg	Edit by	asha.singh@liquid.tech
City	Sandton	Edit date	14 Sep 2015 16:50:39:310
Postal code	2152		

SUPPLIER BANK ACCOUNT

BANK ACCOUNT 1

Account type	Current Accounts	Created by	asha.singh@liquid.tech
Bank	NEDBANK LIMITED	Created date	13 Oct 2017 13:13:35:000





CSD REGISTRATION REPORT

Branch number	198765	Edit by	csd.safetynetbatch@treasury.gov.za
Branch name	NEDBANK SOUTH AFRICA	Edit date	17 Oct 2017 17:00:08:723
Account number	1454088559	Bank Verification Status	Verification Succeeded
Account holder	LIQUID TELECOMMUNICATIONS SOUTH AFRICA	Foreign Bank Account	No
Is this a preferred account?	Yes	Is the identifier linked at the bank	Yes
Active start date	13 Oct 2017 13:12:15:000	Is this a Shared Funding Account	No

TAX INFORMATION

Income tax number	9774696141	Last validation date	16 Aug 2021 10:26:00:000
Income Tax Status	Compliant tax status Verified	Would you like to receive notifications?	Yes
VAT number	4800224455	Overall Tax Status	Tax Compliant
VAT Status	Compliant tax status Verified	Created by	asha.singh@liquid.tech
Is this supplier a VAT vendor?	Yes	Created date	14 Sep 2015 16:50:39:000
PAYE number	7830758456	Edit by	csd.reverifybatch@treasury.gov.za
PAYE Status	Compliant tax status Verified	Edit date	11 May 2021 08:29:02:000
Are you Registered with SARS?	Yes		

B-BEEE INFORMATION

B-BBEE verification regulator	Verification agency accredited by SANAS	SANAS accredited agency	EMPOWERDEX NORTHERN REGIONS (PTY) LTD
Sector charter	Information and communication technology (ICT)	% Owned by black people	16.44
Subsector charter	NOT APPLICABLE	% Owned by black people who are women	7.73
B-BBEE certificate number	IC20P0009A	% Owned by black people who are youth	0.00
B-BBEE certificate issue date	27 Nov 2020 00:00:00:000	% Owned by black people with disabilities	0.00





CSD REGISTRATION REPORT

B-BBEE certificate issue expiry date	26 Nov 2021 00:00:00:000	% Owned by black who are unemployed	0.00
B-BBEE status level of contributor	Level 2 Contributor	% Owned by black people who are military veteran	0.00
B-BBEE procurement recognition	125%	% Owned by black people living in rural or underdeveloped areas	16.44
Value adding supplier or empowering supplier	Yes	Verification Status	Manual Verification Required
Skills Development Score	15.01	Created by	asha.singh@liquid.tech
Socio-Economic Development Score	10.69	Created date	03 Oct 2017 10:25:41:823
Management Control Score	14.67	Edit by	asha.singh@liquid.tech
Ownership Score	19.12	Edit date	25 Feb 2021 12:59:37:750
Enterprise Supplier Development score	42.51	Status	Active
Total Score	102.00		

OWNERSHIP INFORMATION

Owner s name and surname Legal name	Owner s Identification number	RSA Citizen	Ethnic group	Gender	Ownership %	Youth	Disabled	Military	Rural	Township
LIQUID TELECOMMUNICATIONS SOUTH AFRICA			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-BBEE CERTIFICATE

Enterprise type	GEN
B-BBEE Status level of contributor	Level 2 Contributor
Owned by black people	16.44
Owned by black people who are youth	0.00
Owned by black people who are women	7.73
Owned by black people with disabilities	0.00

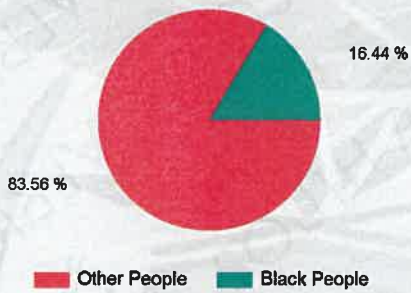




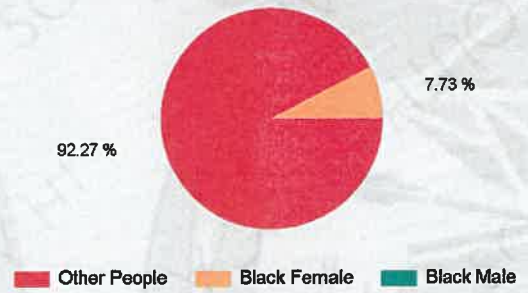
CSD REGISTRATION REPORT

Owned by black people who are military veterans	0.00
Owned by black people living in rural or undeveloped areas	16.44
Owned by black people living in townships	0.00
Owned by black people that is unemployed	0.00

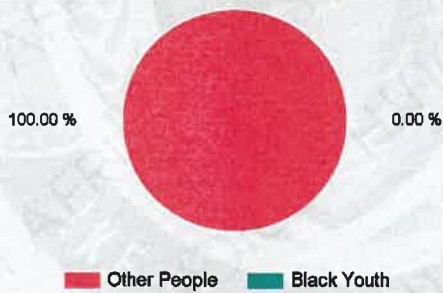
People % Ownership



Gender % Ownership



Youth % Ownership



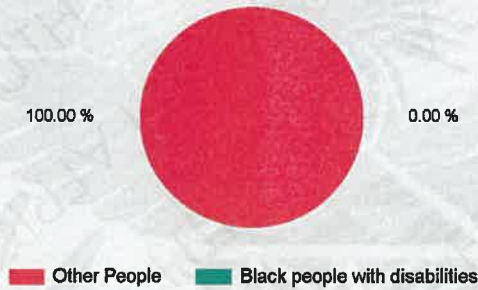
Military Veteran % Ownership



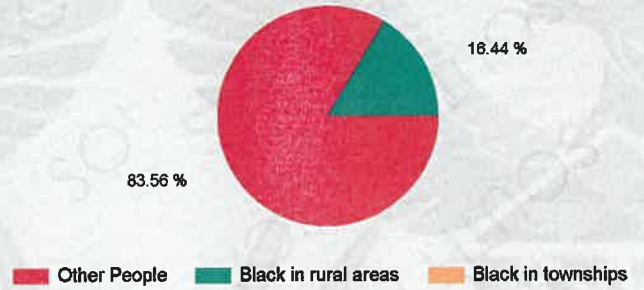


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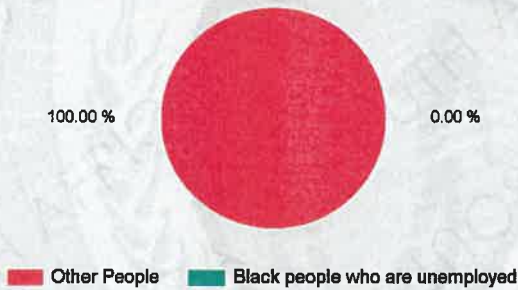
Disabled % Ownership



Living Area % Ownership



Unemployed % Ownership



DIRECTORS/MEMBERS/OWNERS INFORMATION

DIRECTOR/MEMBER 1

Director type	Non Executive Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	NICHOLAS TREVOR	Created date	07 May 2018 08:34:25:000
Surname	RUDNICK	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	22 Apr 2021 02:15:20:000
Identification type	Foreign Identification Number	Restricted Supplier	No
Foreign identification number	C4YM7HTZJ	Restriction Last Verification Date	16 Aug 2021 10:26:07:453





CSD REGISTRATION REPORT

Work permit	0000000	Government Employee	TBC (To be confirmed by an organ of state)
Appointment date	10 Feb 2017 00:00:00:000		
Email address	nic.rudnick@liquidtelecom.com		
Cellphone number	+44 788 000 000 0000		

DIRECTOR/MEMBER 2

Director type	Non Executive Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	STRIVE	Created date	07 May 2018 08:34:25:000
Surname	MASIYIWA	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	22 Apr 2021 02:15:19:000
Identification type	Foreign Identification Number	Restricted Supplier	No
Foreign identification number	EN623361	Restriction Last Verification Date	16 Aug 2021 10:26:07:467
Work permit	0000000	Government Employee	TBC (To be confirmed by an organ of state)
Appointment date	10 Feb 2017 00:00:00:000		
Email address	strive.masiyiwa@liquidtelecom.com		
Cellphone number	+447-88-449-5539		

DIRECTOR/MEMBER 3

Director type	Non Executive Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	MALVIN RICHARD	Created date	07 May 2018 08:34:25:000
Surname	MEYER	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	22 Apr 2021 02:15:20:000
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	5710185098083	Restriction Last Verification Date	16 Aug 2021 10:26:07:467
Work permit	0000000	Government Employee	No
Appointment date	10 Feb 2017 00:00:00:000	Government Employee Last Verification Date	16 Aug 2021 10:26:07:250





CSD REGISTRATION REPORT

Email address	malvin.meyer@liquidtelecom.com	SA identification number Verified	Yes
Cellphone number	+271 15 85 0013	SA identification number verification date	16 Aug 2021 10:26:07:327
		Companies involved in	MAAA0131653; MAAA0668066;

DIRECTOR/MEMBER 4

Director type	Non Executive Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	MARTIN EWART	Created date	07 May 2018 08:34:25:000
Surname	EDGE	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	22 Apr 2021 02:15:19:000
Identification type	Foreign Identification Number	Restricted Supplier	No
Foreign identification number	500932905	Restriction Last Verification Date	16 Aug 2021 10:26:07:483
Work permit	0000000	Government Employee	TBC (To be confirmed by an organ of state)
Appointment date	10 Feb 2017 00:00:00:000		
Email address	martin.edge@liquidtelecom.com		
Cellphone number	+271 15 85 0013		

DIRECTOR/MEMBER 5

Director type	Non Executive Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	HARDWORK NJODZI	Created date	07 May 2018 08:34:25:000
Surname	PEMHIWA	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	22 Apr 2021 02:15:20:000
Identification type	Foreign Identification Number	Restricted Supplier	No
Foreign identification number	EN939364	Restriction Last Verification Date	16 Aug 2021 10:26:07:483
Work permit	0000000	Government Employee	TBC (To be confirmed by an organ of state)
Appointment date	10 Feb 2017 00:00:00:000		
Email address	Hardwork.Pemhiwa@liquidtelecom.com		





CSD REGISTRATION REPORT

Cellphone number +271 15 85 0013

DIRECTOR/MEMBER 6

Director type	Non Executive Director
Director status	Active
Name(s)	KATLEGO KEORAPETSE DANIEL
Surname	KOBUE
Country	South Africa
Identification type	South African Identification Number
South African identification number	8706055734085
Work permit	0000000
Appointment date	28 Jul 2017 00:00:00:000
Email address	daniel.katlego@liquidtelecom.com

Cellphone number	+271 15 85 0013
Owner	No
Created by	csd.reverifybatch@treasury.gov.za
Created date	07 May 2018 08:34:25:000
Edit by	csd.reverifybatch@treasury.gov.za
Edit date	22 Apr 2021 02:15:20:000
Restricted Supplier	No
Restriction Last Verification Date	16 Aug 2021 10:26:07:500
Government Employee	No
Government Employee Last Verification Date	16 Aug 2021 10:26:07:263
SA identification number Verified	Yes
SA identification number verification date	16 Aug 2021 10:26:07:357
Companies involved in	MAAA0038024; MAAA0140121; MAAA0296164; MAAA0443298; MAAA0541332; MAAA0541335...

DIRECTOR/MEMBER 7

Director type	Non Executive Director
Director status	Active
Name(s)	TINYIKO
Surname	SIHLANGU
Country	South Africa
Identification type	South African Identification Number
South African identification number	8806010920082
Work permit	0000000
Appointment date	02 Sep 2019 00:00:00:000

Cellphone number	+271 15 85 0013
Owner	No
Created by	csd.reverifybatch@treasury.gov.za
Created date	18 Sep 2019 10:54:47:000
Edit by	csd.reverifybatch@treasury.gov.za
Edit date	22 Apr 2021 02:15:20:000
Restricted Supplier	No
Restriction Last Verification Date	16 Aug 2021 10:26:07:500
Government Employee	No





CSD REGISTRATION REPORT

Email address	Tinyiko.Sihlangu@liquidtelecom.co.za	Government Employee Last Verification Date	16 Aug 2021 10:26:07:280
		SA identification number Verified	Yes
		SA identification number verification date	16 Aug 2021 10:26:07:373
		Companies involved in	MAAA0170063;
DIRECTOR/MEMBER 8			
Director type	Director	Cellphone number	+277 25 73 6410
Director status	Active	Owner	No
Name(s)	GIDEON JAKOBUS	Created by	csd.reverifybatch@treasury.gov.za
Surname	GEYSER	Created date	22 Jan 2021 02:18:13:000
Country	South Africa	Edit by	csd.reverifybatch@treasury.gov.za
Identification type	South African Identification Number	Edit date	22 Apr 2021 02:15:19:000
South African identification number	7811195024081	Restricted Supplier	No
Work permit	0000000	Restriction Last Verification Date	16 Aug 2021 10:26:07:513
Appointment date	01 Jan 2021 00:00:00:000	Government Employee	No
Email address	deon.geyser@liquidtelecom.co.za	Government Employee Last Verification Date	16 Aug 2021 10:26:07:297
		SA identification number Verified	Yes
		SA identification number verification date	16 Aug 2021 10:26:07:390
DIRECTOR/MEMBER 9			
Director type	Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	SANDY SANDILE BHEKITHEMBA	Created date	22 Apr 2021 02:15:19:000
Surname	NTSELE	Edit by	asha.singh@liquid.tech
Country	South Africa	Edit date	20 Jul 2021 12:36:52:000
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	7308205489081	Restriction Last Verification Date	16 Aug 2021 10:26:07:533





16 September 2021

To whom it may Concern

Directors Declaration Confirmation

We hereby confirm that Liquid Telecommunications South Africa (Pty) Ltd t/a Liquid Intelligent Technologies has, amongst others, the following Directors appointed to its Board:

1. Katlego Kobue (Non- Executive Director)
2. Tinyiko Sihlangu (Non- Executive Director)
3. Malvin Meyer (Non- Executive Director)
4. Sandile Ntsele (Executive Director)

We further confirm that:

1. Mr. K Kobue is a Director of different entities as per his declaration of Interest document signed on 5 May 2021.
2. Ms. T Sihlangu is a Director of different entities as per his declaration of Interest document signed on 2 March 2021.
3. Mr. M Meyer is a Director of different entities as per his declaration of Interest document signed on 4 May 2021.
4. Mr. S Ntsele is a Director of different entities as per his declaration of Interest document signed on 21 May 2021.

Please feel free to contact us should you require further information.

Yours sincerely,

Bronwen Zehmke

Company Secretary

20 April 2018

LIQUID TELECOMMUNICATIONS SOUTH AFRICA

We hereby confirm that Liquid Telecommunications South Africa has appointed the following two individuals as Non-Executive Directors of its Board:

1. Kathlego Kobue;
2. Malvin Meyer.

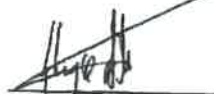
We confirm further that Mr. K. Kobue is a Director of various entities as per his Declaration of Interest Document signed on the 6th December 2017.

Mr. Meyer, by virtue of his position as Managing Executive, is a Director on various Group Companies within Liquid, these Companies being:

- Liquid Telecommunications Holdings South Africa Proprietary Limited
- Neotel Business Support Services Proprietary Limited
- Liquid Telecommunications Operations SA Proprietary Limited

Please feel free to contact us should you require any further information.

Regards,




Shayne Ablett

Assistant Company Secretary

CERTIFIED A TRUE COPY OF THE ORIGINAL. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED.

Yogesh Daya Bhika
Ex Officio Commissioner of Oaths for the RSA
Attorney Admitted in Terms Of Act 53 Of 1979
Innovate Park, 401 Old Pretoria, Main Road, Midrand 1685

Signed: 
Date: 21 / 07 / 2020

GENERAL DECLARATION OF INTERESTS AND LIST OF DIRECTORSHIPS IN ACCORDANCE WITH SECTIONS 24 (5) AND 75 OF THE COMPANIES ACT 71 OF 2008, AS AMENDED

FULL NAME : TINYIKO SIHLANGU
RESIDENTIAL ADDRESS : 28 HAVENHURST, 210 LYNDHURST ROAD, LYNDHURST, JOHANNESBURG, 2192
POSTAL ADDRESS : PO BOX 55669, NORTHLANDS, 2116
BUSINESS ADDRESS : 2ND FLOOR, 37 HIGH STREET, MELROSE ARCH, 2076
DATE OF BIRTH : 1 JUNE 1988
IDENTITY/PASSPORT NO : 8806010920082
NATIONALITY : SOUTH AFRICAN
OCCUPATION : ACTING FINANCE DIRECTOR

CERTIFIED A TRUE COPY OF THE ORIGINAL. THERE
 ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT
 HAS BEEN ALTERED.

Yogesh Daya Bhilka
 Ex Officio Commissioner of Oaths for the RSA
 Attorney Admitted in Terms Of Act 93 Of 1979
 Innovate Park, 401 Old Pretoria, Main Road, Midrand 1685

Signed:  21/07/2020
 Date:

NAME OF COMPANY	REGISTERED OFFICE	REGISTRATION NUMBER	DATE APPOINTMENT	NATURE OF INTEREST (DIRECTOR/SHAREHOLDING)
Royal Bafokeng Resources Platinum (Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2002/015049/07	14 December 2018	Director
Dipalopalo FM Solutions (RF) (Pty) Ltd	Unit F, First Floor Lincoln Wood Office Park, Woodlands Dr, Woodmead, 4004	2013/169377/07	16 September 2013	Director
Celanex (Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2014/030675/07	01 March 2019	Director
Jenzoprox (Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2014/250981/07	01 March 2019	Director

Signed:  21/07/2020

Prospervest Group (Pty) Ltd	28 Havenhurst, 210 Lyndhurst Road, Lyndhurst, Johannesburg, 2192	2016/055331707	05 February 2018	Director
Salestalk Holdco (RF) (Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2017/037192/07	28 June 2019	Director
IAH Holdings (Pty) Ltd	28 Havenhurst, 210 Lyndhurst Road, Lyndhurst, Johannesburg, 2192	2018/424160/07	07 August 2018	Director
K2018595177 (SOUTH AFRICA) (Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2018/595177/07	01 March 2019	Director
Trident South Africa (Pty) Ltd	414 Peddie Street Wadeville Ext 6 Germiston, 1401	1968/011510/07	22 June 2017	Director
Emikaway (RF) (Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2013/169220/07	22 February 2019	Director
Salestalk 268 (Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2006/035553/07	31 January 2019	Director
Royal Bafokeng Management Services (Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2002/021932/07	28 June 2019	Director
Royal Bafokeng Metix (Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2005/034906/07	31 January 2019	Director
Quickvest 399 (Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2006/004076/07	01 March 2019	Director
RBH Resources Holdings (Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2006/006837/07	31 January 2019	Director
RBH Industrial Holdings (Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2006/006854/07	31 January 2019	Director

	Floor, Melrose Arch, 2076				
RBH Services Holdings (Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2006/006903/07	31 January 2019	Director	
RBH Telecom Holdings (Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2006/006958/07	31 January 2019	Director	
Royal Bafokeng Astrapak (Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2006/027981/07	01 March 2019	Director	
Central Lake Trading 342	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2007/013283/07	28 June 2019	Director	
Lisinfo 245 Investments (Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2009/002010/07	01 March 2019	Director	
Lisinfo 219 Trading(Pty) Ltd	37 High Street, Block C, 2nd Floor, Melrose Arch, 2076	2008/015499/07	01 March 2019	Director	

I hereby give notice that I am to be regarded as interested directly or indirectly to the extent shown, in any contract or transaction between your company and any of the companies or firms detailed above.

Name & Surname : Tinyiko Sihlangu

DATE: 19/08/2019

CERTIFIED A TRUE COPY OF THE ORIGINAL. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED.
 Yogesh Daya Bhika
 Ex Officio Commissioner of Oaths for the RSA
 Attorney Admitted in Terms Of Act 53 OF 1979
 Sunnyside Park, 401 Old Pretoria, Main Road, Midrand 1685

Signed: [Signature]
 Date: 21/07/2020



Declaration by Directors

GENERAL DECLARATION OF INTERESTS AND LIST OF DIRECTORSHIPS IN ACCORDANCE WITH SECTIONS 24 (5) AND 75 OF THE COMPANIES ACT 71 OF 2008, AS AMENDED

FULL NAME : Katlego Keorapetse Daniel Kobue
 RESIDENTIAL ADDRESS : 157 Strelitzia, Greenstone Hill Ext.21
 POSTAL ADDRESS : PO Box 55669, Northlands, 2116
 DATE OF BIRTH : 05 June 1987
 IDENTITY/PASSPORT NO : 8706055734085
 NATIONALITY : South African
 DESIGNATION/OCCUPATION : Strategic Investments: Manager

...ED A TRUE COPY OF THE ORIGINAL. THERE
 ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT
 HAS BEEN ALTERED.

Yogesh Daya Bhika
 Ex Officio Commissioner of Oaths for the RSA
 Attorney Admitted in Terms Of Act 53 Of 1979
 Innovate Park, 401 Old Pretoria, Main Road, Midrand 1685

Signed: 
 Date: 21/07/2020

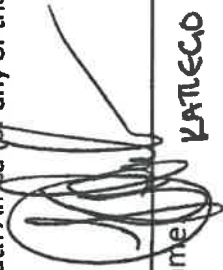
NAME OF COMPANY	REGISTERED OFFICE	REGISTRATION NUMBER	DATE APPOINTMENT	NATURE OF INTEREST (DIRECTOR/SHAREHOLDING)
Media Mite Investments	157 Strelitzia, Greenstone Hill Ext.21	K2012012289		Shareholder/ Director
Komu Investment Holdings	157 Strelitzia, Greenstone Hill Ext.21	K2013043270		Shareholder/ Director
DHL South Africa Proprietary Limited	Fabriek St & Van Acht Street, Isando, Johannesburg, 1600	M1978004114	25 June 2014	Director
Liquid Telecommunications South Africa Proprietary Limited	401 Old Pretoria Main Road, Midrand, Gauteng, South Africa	2004/004619/07	28 July 2017	Director
Royal Bafokeng DHL	37 High Street, Block C 2 nd Floor, Melrose Arch 2076	2005/035754/07	25 June 2014	Director
Royal Bafokeng DHL Holding Company	37 High Street, Block C 2 nd Floor, Melrose Arch 2076	2006/017939/07	25 June 2014	Director



Declaration by Directors

LISINFO 209 Investments	37 High Street, Block C 2 nd Floor, Melrose Arch 2076	2008/007293/07	25 June 2014	Director
LISINFO 213 Property (RF)	37 High Street, Block C 2 nd Floor, Melrose Arch 2076	2008/009518/07	25 June 2014	Director
LISINFO 258 Investments	37 High Street, Block C 2 nd Floor, Melrose Arch 2076	2009/006288/07	25 June 2014	Director
T-Jet Helicopters	280 Brooks Street, Brooklyn, 0181	2009/017329/07	03 December 2012	Director

I hereby give notice that I am to be regarded as interested directly or indirectly to the extent shown, in any contract or transaction between Liquid Telecommunications South Africa (or any of the Group Companies) and any of the companies or firms detailed above.


 Name: KATECO KOBUE

DATE: 06/12/2017

CERTIFIED A TRUE COPY OF THE ORIGINAL. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED.

Yogesh Daya Bhatia
 Ex-Officio Commissioner of Oath for the RSA
 Attorney Admitted in Terms of Act 53 of 1976
 Inverolo Park, 401 Old Pretoria, Main Road, Midrand 1685



Signed: 21/07/2020
 Date: 21/07/2020

20 July 2021

To whom it may concern

Confirmation of banking details:

We hereby wish to confirm that the following account is held in the books of Nedbank Ltd:

Name of Account	Liquid Telecommunications South Africa (Pty) Ltd t/a Liquid Intelligent Technologies
Registration Number	2004/004619/07
Account Number	1454088559
Name of Branch	Nedbank Limited
Branch Code	198765
Swift Code	NEDSZAJJ

Yours faithfully,



Koceila Naidoo

Transactional Sales Support Specialist

CORPORATE AND INVESTMENT BANKING

The information in this letter is strictly confidential and is issued to the account holder. This letter is issued without prejudice to Nedbank and we reserve all our rights in this regard. Nedbank will not be liable for any loss or damage that any person may suffer as a result of any reliance being placed on the information contained in this letter.



Nedbank 135 Rivonia Campus 135 Rivonia Road Sandown Sandton 2196 | PO Box 1144 Johannesburg 2000 South Africa
T +27 11 294 4444 | F +27 11 295 1111 | E cib@nedbank.co.za | W nedbank.co.za/cib

Directors: V Naidoo (Chairman) MWT Brown (Chief Executive) HR Brody BA Dames NP Dongwana EM Kruger RAG Leith L Makalima PM Makwana Prof T Marwala Dr MA Matooane RK Morathi (Chief Financial Officer) JK Netshitenzhe MC Nkuhlu (Chief Operating Officer) S Subramoney

Company Secretary: J Katzin 19.03.2020.

Nedbank Corporate and Investment Banking is a division of Nedbank Limited Reg No 1951/000009/06. Authorised financial services and registered credit provider (NCRCP16).

**EXTRACT FROM MINUTES OF THE LIQUID TELECOM SOUTH AFRICA (PTY) LTD
(LTSA) BOARD MEETING HELD ON 12 OCTOBER 2020**

I hereby confirm that the following resolution was by passed by the Board of Liquid Telecommunications South Africa (Pty) Ltd on 12 October 2020:

"Noting that Reshaad Sha resigned as Chief Executive Officer ("CEO") of the Company, with his last day of service being 31 August 2020; and Having previously decided that Craig van Rooyen be appointed as Interim CEO of the Company, whilst the recruitment process of a new CEO was taking place; and Noting that the recruitment process for a new substantive CEO had been satisfactorily concluded with Gideon Jakobus Geyser emerging as the successful candidate,

It is resolved as follows:

- 1. Gideon Jakobus Geyser is hereby appointed as substantive CEO of the Company effective 1 January 2021.*
- 2. Gideon Jakobus Geyser is hereby appointed as a director of the LTSA Board effective 1 January 2021, replacing Craig van Rooyen.*
- 3. The authority to make financial commitments on behalf of the Company, for the day to day management of the Company, be and is hereby delegated to Gideon Jakobus Geyser as CEO, with effect from 1 January 2021, who will have the power to further delegate such powers as may be appropriate.*
- 4. All and any previous delegation of authority by the Board, made to Craig van Rooyen as the Interim CEO of the Company, will continue until the commencement of employment of Gideon Jakobus Geyser, after which date all and any delegation of authority by the Board to Craig van Rooyen as the Interim CEO of the Company, shall stand revoked.*

5. *That the Board Chairman and/or any Director of the Company be and is hereby authorized to sign, modify and/or alter any agreements and related documents to give effect to the aforesaid appointment, and as and when required by CIPC in relation to the director's changes, and to file any statutory forms and related documents."*



Bronwen Zehmke

LTSA Company Secretary

CAPE WINELANDS DISTRICT MUNICIPALITY
Schedule of Deviations –
Request for Proposal
For the Provision of Internet Services for a Three Year Period
(Tender Reference: T 2021/012)

<u>Item</u>	<u>Clause / Paragraph</u>	<u>Subject</u>	<u>Details</u>
B. GENERAL CONDITIONS AND INFORMATION			
1	23	<i>Termination for default</i>	Under no circumstance shall the purchaser impose a 10-year sanction on the supplier.
C. NATIONAL TREASURY - GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT			
2	1.12	<i>Definitions</i>	“Force Majeure” shall mean 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, war, whether declared or not, civil war, civil violence, riots and revolutions, acts of piracy, acts of sabotage; discontinuation of electricity supply through no fault of a Party, disasters such as violent storms, cyclones, earthquakes, floods, destruction by lightning, pandemic, epidemic, mandatory quarantine, acts of the government and declaration of national disaster; acts of authority, whether lawful or unlawful, apart from acts for which the Party seeking relief has assumed risk; acts and omissions of any other electronic communications provider or any utility provider.
3	6	<i>Patent Rights</i>	This clause shall be deleted and replaced by the following: 6.1 <i>Nothing contained in this agreement shall be construed to confer or be deemed to confer on either Party the intellectual property rights of the other Party.</i> 6.2 <i>Each Party indemnifies the other Party against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney’s fees and expenses, arising out of any claims of infringement, passing-off and/or unlawful competition in relation to any patent, trade secret, copyright, trademark, service mark, trade name or similar proprietary right of any third party, which claim arises directly or indirectly out of the unlawful and/or unauthorised use by a Party of the Intellectual Property Rights of the other Party.</i>
4	7	<i>Performance Security</i>	No performance security shall be furnished in respect of this bid.
5	19	<i>Assignment</i>	This clause must be reciprocal.
6	21.4	<i>Delay in the Supplier’s Performance</i>	This clause must be deleted as the Supplier shall not accept any penalties being imposed on it as the Purchaser has all other legal remedies available at law.
7	22	<i>Penalties</i>	This clause must be deleted as the Supplier shall not accept any penalties being imposed on it as the Purchaser has all other legal remedies available at law.
8	23.1(b)	<i>Termination for Default</i>	This clause must be deleted as in such an instance, the parties shall be bound by clause 27 (dispute resolution).

Item	Clause / Paragraph	Subject	Details
9	23.3; 23.4; 23.5 and 23.6	<i>Termination for Default</i>	These clauses must be deleted on the basis that the Supplier shall not accept same. Under no circumstance shall the purchaser impose a 10-year sanction on the supplier.
F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE			
10	9 (b)	<i>Remuneration</i>	Payments for installation and/or equipment shall made on satisfactory delivery/implementation of the required product or service and subject to clause 16 of C. NATIONAL TREASURY - GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT.



CITY OF TSHWANE
 BUILDING EXCELLENCE

Copy of TAX invoice : 900005842802

Issued : 20/05/21
G J GEYSER
POSTNET SUITE 987
PRIVATE BAG X37
LYNNWOODRIDGE

Tel: 012 358 9999
 Fax: 012 359 6111
 E-Mail: customer@tshwane.gov.za
 Address: P O Box 408 | Pretoria | 0001

Account No.
 5011794774
 7811195024081

Account for	Stand no	Township	Days
P13	01684	SILVER LAKES X04	308
Address		Sectional Title Scheme	Unit no.
1684 SILVER LAKES			00000
Meter reading unit	Group account	Deposit date	Deposit
1313005A		21/07/15	6320.00
		Guarantee date	Guarantee
			0.00
KEY: 084901684		BP : 1513643	

DATE	DETAILS	(R) AMOUNT (excl. VAT)	(R) VAT	(R) AMOUNT (incl. VAT)
21/04/21	Balance Brought Forward	7579.61	0.00	7579.61
01/05/21	Payment (Thank You)	-8500.00	0.00	-8500.00
20/05/21	SUB TOTAL (A)	-920.39	0.00	-920.39
20/05/21	Property Rates	3797.33	0.00	3797.33
20/05/21	Electricity	4536.35	680.46	5216.81
20/05/21	Water	2211.91	331.77	2543.68
20/05/21	Sanitation	474.64	71.18	545.82
	VAT 14% on services of R 0.00	0.00	0.00	0.00
	VAT 15% on services of R 7222.90	0.00	1083.44	0.00
20/05/21	TOTAL LEVY (B)	11020.23	1083.44	12103.67
TOTAL AMOUNT PAYABLE (A + B)		10,099.84	1,083.44	11,183.00

90 Days	90 + Days	Total charge (excluding VAT)	Total VAT	Total charge (including VAT)
0.00	0.00	10,099.84	1,083.44	11,183.00

THIS STUB MUST ACCOMPANY PAYMENT

OVERDUE AMOUNT	DUE DATE	IMMEDIATELY	-920.39
CURRENT ACCOUNT	DUE DATE	2021/06/10	AMOUNT PAYABLE
			12103.67
Name	Final date for payment	Account no	
G J GEYSER	10/06/21	5011794774	11,183.00

Please use this Ref. no. when making Bank Payments Ref. no. 5011794774

Computer generated Duplicate TAX invoice 900005842802

CITY OF TSHWANE VAT REG NO 4000142267



50117947747



Tel: 012 358 9999
 Fax: 012 359 6111
 E-Mail: customer@tshwane.gov.za
 Address: P O Box 408 | Pretoria | 0001



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TAX INVOICE

KATLEGO KEORAPETSE DANIEL KOBUE
PO Box 55669
NORTHLANDS
2116

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: PIK1TUP: 4790191292
VAT NO: JOHANNESBURG WATER: 4270191077 VAT NO: CITY POWER 4710191182

Date	2021/09/03
Statement for	September 2021
Physical Address	4 STONE CLOSE
Stand No./Portion	157 STRELITZIA
Township	GREENSTONE HILL EXT.21

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
71 m2		2018/07/01	E1	Market Value R 920,000.00	Region E WARD 32

Invoice Number: 82004772517 Next Reading Date: 2021/09/20
Client VAT Number: Deposit: R 0.00

Account Number: 553011727 **PIN CODE: 290517**

Previous Account Balance	476.60
Less: Incoming Payment (Last Payment Made 2021/08/26)	- 617.81
Sub Total	- 141.21
Current Charges (Excl. VAT)	635.45
VAT @ 15%	36.75

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due
0.00	0.00	0.00	530.99	0.00	530.99	530.99
						Due Date
						2021/09/20

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



Remittance Advice:

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

Date: 2021/09/03 KATLEGO KEORAPETSE DANIEL KOBUE
Acc. No.: 553011727 4 STONE CLOSE

EasyPay 91115 5530117273

Postal Office 0146 553011727

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 553011727



516008800111159 55301172701

Total Due	530.99
Due Date	2021/09/20



Account Number: 553011727

City of Johannesburg Property Rates	VAT 4760117194	Sub - Total	Total Amount
Category of Property: Property Rates: Sectional Title Resident R 920,000.00 X R 0.0082200 / 12 (Billing Period 2021/09) Less rates on first R350 000.00 of market value VAT: 0 %		630.20 - 239.75 0.00	390.45

PIKITUP Refuse	VAT 4790191292	Sub - Total	Total Amount
Refuse Charge VAT: 15.00%		245.00 36.75	281.75

Current Charges (Including VAT)

672.20

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.



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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



MR MR MEYER
WINDSONG
5 NEPTUNE STREET
HOUT BAY
7806

Tax invoice number	109009862656
Customer VAT registration number	
Account number	227709621
Distribution code	
Business partner number	1000772827

Computer generated copy tax invoice

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

Account summary as at 18/08/2021

Due date 13/09/2021

At 5 NEPTUNE STREET, HOUT BAY / Erf 2644

Previous account balance		1783.59
Less payments (04/08/2021)	Thank you	1783.59-
(a)		0.00
Latest account - see overleaf		2060.70
Current amount due (b)	Payable by 13/09/2021	2060.70
	Total (a) + (b)	2060.70
Total (a) + (b) above	2060.70	
Total liability	2060.70	



Please note:

- Payment options
 - (a) Debit orders: Call 0860 103 089 or visit a Customer Service Centre. (b) Internet payments: Visit www.Easypay.co.za.
 - (c) Electronic payments (EFT): Select the City of Cape Town as a bank-listed beneficiary on your bank's website. Use only your nine-digit municipal account number as reference.
 - (d) Direct deposit at Nedbank: Please present your account number 227709621 to the bank teller. (e) Cash, debit card, credit card and other: Please present your account to the cashier.
- Where the City incurs bank costs on any mode of payment, the City will recover such cost on the portion of the amount above R7000.00 per transaction per account number. The City absorbs such costs in respect of a single payment of R7000.00 and below.
- Interest will be charged on all amounts still outstanding after the due date.
- You may not withhold payment, even if you have submitted a query to the City concerning this account.
- Failure to pay could result in;
 - (a) The City recovering debt overdue on the purchasing of pre-paid electricity,
 - (b) your water and/or electricity supply being disconnected/restricted. Immediate reconnection of the supply after payment cannot be guaranteed.
 A disconnection fee will be charged and your deposit amount might be increased.

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



MR MR MEYER



>>>>> 915552277096213

Account number	227709621
Total due if not paid in cash	2060.70
Amount due if paid in cash	2060.70
Rounded down amount carried forward to next invoice	0.00

**PROPERTY RATES (Period 17/07/2021 to 18/08/2021) 33 Days****At 5 NEPTUNE STREET, HOUT BAY / Erf 2644**

Residential

Rateable portion of valuation From : 17/07/2021 R 2750000 - R 15000 = R 2735000

From 17/07/2021 : R 2735000.00 @ 0.0060300 ÷ 365 x 33 1491.06

Additional rebate credit

From 17/07/2021 : R 285000.00 @ 0.0060300 ÷ 365 x 33 155.38-

1335.68**WATER (Period 15/07/2021 to 13/08/2021 - 30 Days) (Actual reading)****At 5 NEPTUNE STREET, HOUT BAY / Erf 2644****Meter no: Z01931480 / Consumption 7.000 kl / Daily average 0.233 kl**

Consumption charge (domestic)

& (1) 5.9180 kl @ R 15.8600 (2) 1.0820 kl @ R 21.7900 117.44

& Fixed Basic Charge (20mm - Z01931480) R 109.73 x 1 109.73

227.17**REFUSE (Period 17/07/2021 to 18/08/2021) 33 Days****At 5 NEPTUNE STREET, HOUT BAY / Erf 2644**

& Refuse charge (1 X 240IBIN X 1 Removals) 142.00

142.00**SEWERAGE (Period 15/07/2021 to 13/08/2021 - 30 Days) (Actual reading)****At 5 NEPTUNE STREET, HOUT BAY / Erf 2644**

Disposal charge

& (1) 4.1420 kl @ R 13.9400 (2) 0.7580 kl @ R 19,1500 72.26

72.26**SUNDRIES**

& Electricity Home User Charge - 08.2021 (PREPAID 6686051886) 168.95

ELECTRICITY:

Service rendered date: 01/07/2021

Correction/Regstelling 07.2021 Meter 6686051886

& Electricity Home User Charge Adjustment 20.07

189.02

Add 15% VAT on amounts marked with & above

94.57

0% VAT on amounts marked with # above

Current account: Total due

2060.70

Meter details

Previous reading

New reading

Units used

WATER	Z01931480	001	1488.000kl (Actual)	1495.000kl (Actual)	7.000kl
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Meter details

From period

To period

Units purchased

PREPAID	6686051886	01.JUL.2021		31.JUL.2021	1372.800units
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COPY OF TAX INVOICE

SANDILE & PUMLA NTSELE FAMILY TRUST
PO BOX 7954
HALFWAY HOUSE
1685

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	2021/09/09
Statement for	September 2021
Physical Address	11 SILVER OAK CRESCENT
Stand No./Portion	00000422 - 00000 - 00
Township	ASPEN HILLS EXT.5

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
980 m2	1	2018/07/01	F1	Market Value R 4,232,000.00	Region F WARD 23

Invoice Number: 148004540537	Next Reading Date: 2021/09/27
Client VAT Number:	Deposit: R 600.00

Account Number: 550230777 **PIN CODE: xxxxxx**

Previous Account Balance	4,454.61
Less: Incoming Payment (Last Payment Made 2021/08/30)	- 3,700.00
Sub Total	754.61
Current Charges (Excl. VAT)	4,977.49
VAT @ 15%	347.75

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due	
0.00	0.00	754.61	5,325.24	0.00	6,079.85	6,079.85	
						Due Date	2021/09/27

We notice that payment on your account was not received in full last month. If you have since paid we thank you and request that you ignore this message. If you had not yet paid please do so urgently



Remittance Advice:

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

EasyPay 91115 5502307779

Postal Office 0146 550230777



516008800111159 55023077704

Date: 2021/09/09 SANDILE & PUMLA NTSELE FAMILY TRUST
Acc. No.: 550230777 11 SILVER OAK CRESCENT

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 550230777

Total Due	6,079.85
Due Date	2021/09/27



Account Number: 550230777

City of Johannesburg Property Rates	VAT 4760117194	Sub - Total	Total Amount
Category of Property: Property Rates Residential R 4,232,000.00 X R 0.0082200 / 12 (Billing Period 2021/09) Less rates on first R350 000.00 of market value VAT: 0 %		2,898.92 - 239.75 0.00	2,659.17

Johannesburg Water Water & Sanitation	VAT 4270191077	Sub - Total	Total Amount
(Reading period = 2021/05/22 to 2021/08/20 = 91 days) Meter readings and consumption: Meter no 181065087 start reading 888.000 and end reading 936.000 = 48.000 KL - Actual Reading Meter readings and consumption: Meter no 181098898 start reading 936.000 and end reading 1,020.000 = 84.000 KL - Actual Reading Daily average consumption 1.450 KL Charges for 48.000 KL are based on a sliding scale for a 32 day period Charges for 84.000 KL are based on a sliding scale for a 59 day period Reversal of interim charges Reversal of interim charges Reversal of interim charges Reversal of interim charges Reversal of interim charges Reversal of interim charges Reversal of interim charges Reversal of interim charges Reversal of interim charges Reversal of interim charges Reversal of interim charges Reversal of interim charges Reversal of interim charges Step 1 7.885 KL @ R 0.0000 (Billing Period 2021/09) Step 2 5.257 KL @ R 18.990 Step 3 6.571 KL @ R 19.820 Step 4 6.570 KL @ R 27.790 Step 5 13.142 KL @ R 38.400 Step 6 13.142 KL @ R 42.000 Step 7 6.823 KL @ R 52.990 Step 1 10.053 KL @ R 0.0000 (Billing Period 2021/09) Step 2 6.703 KL @ R 20.280 Step 3 8.377 KL @ R 21.170 Step 4 8.378 KL @ R 29.680 Step 5 16.756 KL @ R 41.010 Step 6 16.756 KL @ R 44.860 Step 7 5.587 KL @ R 56.590 Extended Social Package Grant Registered Social Landlord Rebate Registered Social Landlord Rebate Demand Management Levy Sewer monthly charge based on Stand size 980 m2 (Billing Period 2021/09) VAT: 15.00%		0.00 - 99.83 - 130.24 - 182.58 - 504.65 - 551.96 - 181.91 - 111.93 - 146.05 - 204.76 - 565.94 - 27.05 1,830.80 2,316.95 0.00 0.00 0.00 28.32 474.15 291.50	2,234.82

PIKITUP Refuse	VAT 4790191292	Sub - Total	Total Amount
Refuse Charge VAT: 15.00%		375.00 56.25	431.25

Current Charges (Including VAT)

5,325.24

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

MASIYIWA S
PO BOX 785743
SANDTON
2146

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	2021/08/05
Statement for	August 2021
Physical Address	1561 DAINFERN EXT.10 TS
Stand No./Portion	00001561 - 00000
Township	DAINFERN EXT.10

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
1987 m2	1	2018/07/01	A1	Market Value R 11,945,000.00	Region A WARD 96

Invoice Number: 160004424136	Next Reading Date: 2021/08/20
Client VAT Number:	Deposit: R 1,710.00

Account Number: 402976226 **PIN CODE: 779884**

Previous Account Balance	27,235.03
Less: Incoming Payment (Last Payment Made 2021/07/29)	- 17,236.00
Sub Total	9,999.03
Interest on Arrears	12.29
Current Charges (Excl. VAT)	15,863.13
VAT @ 15%	1,188.09

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due
0.00	0.00	9,999.03	17,063.51	0.00	27,062.54	27,062.54
						Due Date
						2021/08/20

We notice that payment on your account was not received in full last month. If you have since paid we thank you and request that you ignore this message. If you had not yet paid please do so urgently



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Remittance Advice:

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

EasyPay 91115 4029762269

Postal Office 0146 402976226



516008800111159 40297622606

Date: 2021/08/05 MASIYIWA S
Acc. No.: 402976226 1561 DAINFERN EXT.10 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 402976226

Total Due	27,062.54
Due Date	2021/08/20



Account Number: 402976226

City of Johannesburg Property Rates	VAT 4760117194	Sub - Total	Total Amount
Category of Property: Property Rates Residential R 11,945,000.00 X R 0.0082200 / 12 (Billing Period 2021/08) Less rates on first R350 000.00 of market value VAT: 0 %		8,182.33 - 239.75 0.00	7,942.58

Johannesburg Water Water & Sanitation	VAT 4270191077	Sub - Total	Total Amount
(Reading period = 2021/06/18 to 2021/07/19 = 32 days) Meter readings and consumption: Meter no JKP2655 start reading 9,485.000 and end reading 9,622.000 = 137.000 KL - Actual Reading Daily average consumption 4.281 KL Charges for 137.000 KL are based on a sliding scale for a 32 day period Step 1 2.563 KL @ R 0.0000 (Billing Period 2021/08) Step 2 1.708 KL @ R 18.990 Step 3 2.136 KL @ R 19.820 Step 4 2.135 KL @ R 27.790 Step 5 4.271 KL @ R 38.400 Step 6 4.271 KL @ R 42.000 Step 7 4.271 KL @ R 52.990 Step 8 34.301 KL @ R 56.790 Step 1 3.745 KL @ R 0.0000 (Billing Period 2021/08) Step 2 2.497 KL @ R 20.280 Step 3 3.121 KL @ R 21.170 Step 4 3.122 KL @ R 29.680 Step 5 6.242 KL @ R 41.010 Step 6 6.242 KL @ R 44.860 Step 7 6.242 KL @ R 56.590 Step 8 50.133 KL @ R 60.650 Extended Social Package Grant Demand Management Levy Sewer monthly charge based on Stand size 1987 m2 (Billing Period 2021/08) VAT: 15.00%		2,651.78 4,139.15 0.00 28.32 717.30 1,130.49	8,667.04

PIKITUP Refuse	VAT 4790191292	Sub - Total	Total Amount
Refuse Charge VAT: 15.00%		384.00 57.60	441.60

Current Charges (Including VAT)

17,051.22

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.

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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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Name	T & T SIHLANGU		Account Number	1802862125	
Ward Number	19	Payments Included Until	2021-08-13	Vat Reg. No.	
Street Address			Electricity / Water Deposit		Statement Date
140 THIRD AVENUE			Cash	Guarantee	2021-08-13
			994.06	0.00	
Township			Valuation		
EDENVALE			Site	Improvements	Total Value
				2360000	2360000
ERF Number	K11 000 00000168	Portion	00003 0000 0000	Area m2	248

Date	Icon	Details	Charge (excl. VAT)	VAT	Charge (incl. VAT)
07/15		BALANCE BROUGHT FORWARD	3319.35		3319.35
		SUB TOTAL	3319.35		3319.35
PROPERTY RATES					
08/13	🏠	PROPERTY RATES RESIDENTIAL	2068.93		2068.93
08/13	🏠	VA-VALUE-EXCLUSION	-131.50		-131.50
REFUSE REMOVAL					
08/13	🗑️	REFUSE: ENVIRONMENTAL LEVY - DOMESTIC	93.34	14.00	107.34
WATER SERVICE					
08/13	🚰	METER-NO 181132105 TARIFF: WATER-RESIDENTIAL Curr = 640 Prev = 600 Cons = 40 Reading dates: Curr 21/07/24 Prev 21/06/21 WATER 40 kl	1056.92	158.54	1215.46
SEWERAGE					

30 Days	60 Days	90 Days	90 + Days	Total Charge (excl.VAT)	Total VAT	Total Charge (incl.VAT)
3319.35	0.00	0.00	0.00	6794.64	230.68	7025.32
Amount In Advance		0.00	Due Date	2021-09-05	Amount Payable	7026.00

MESSAGE



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>>>>>> 9 1334 1802 8621
252

1802862125 115441802862125

Name T & T SIHLANGU
Account Number 1802862125
Due Date 2021-09-05
Amount Payable 7026.00



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COPY TAX INVOICE

VAT Reg No. 4280193493

Invoice Number:
18028621252021/08/13

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Name	T & T SIHLANGU		Account Number	1802862125	
Ward Number	19	Payments Included Until	2021-08-13	Vat Reg. No.	
Street Address			Electricity / Water Deposit		Statement Date
140 THIRD AVENUE			Cash	Guarantee	
			994.06	0.00	2021-08-13
Township			Valuation		
EDENVALE			Site	Improvements	Total Value
				2360000	2360000
ERF Number	K11 000 00000168	Portion	00003 0000 0000	Area m2	248

08/13		SEWER-RESIDENTIAL 40 kl	387.60	58.14	445.74
TOTAL CURRENT LEVY 3705.97					

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7. PAYMENT METHODS**7.1 OFFICIAL BANKER - NEDBANK****7.2 DIRECT PAYMENTS AT NEDBANK BRANCH - INDICATE ON DEPOSIT SLIP THE RELEVANT AUTHORITY TO CREDIT AND TEN-DIGIT MUNICIPAL ACCOUNT NUMBER -**

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 Ekurhuleni Municipality Benoni
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				2360000	2360000
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Date	Icon	Details	Charge (excl. VAT)	VAT	Charge (incl. VAT)
07/15		BALANCE BROUGHT FORWARD	3319.35		3319.35
		SUB TOTAL	3319.35		3319.35
PROPERTY RATES					
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08/13	🏠	VA-VALUE-EXCLUSION	-131.50		-131.50
REFUSE REMOVAL					
08/13	🗑️	REFUSE: ENVIRONMENTAL LEVY - DOMESTIC	93.34	14.00	107.34
WATER SERVICE					
08/13	🚰	METER-NO 181132105 TARIFF: WATER-RESIDENTIAL			
		Curr = 640 Prev = 600 Cons = 40			
		Reading dates: Curr 21/07/24 Prev 21/06/21			
		WATER 40 kl	1056.92	158.54	1215.46
SEWERAGE					

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Ward Number	19	Payments Included Until	2021-08-13	Vat Reg. No.	
Street Address			Electricity / Water Deposit		Statement Date
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ERF Number	K11 000 00000168	Portion	00003 0000 0000	Area m2	248

Date	Icon	Details	Charge (excl. VAT)	VAT	Charge (incl. VAT)
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		SUB TOTAL	3319.35		3319.35
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REFUSE REMOVAL					
08/13	🗑️	REFUSE: ENVIRONMENTAL LEVY - DOMESTIC	93.34	14.00	107.34
WATER SERVICE					
08/13	🚰	METER-NO 181132105 TARIFF: WATER-RESIDENTIAL Curr = 640 Prev = 600 Cons = 40 Reading dates: Curr 21/07/24 Prev 21/06/21 WATER 40 kl	1056.92	158.54	1215.46
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ERF Number	K11 000 00000168	Portion	00003 0000 0000	Area m2	248
08/13		SEWER-RESIDENTIAL 40 KI	387,60	58,14	445,74
TOTAL CURRENT LEVY 3705.97					

30 Days	60 Days	90 Days	90 + Days	Total Charge (excl.VAT)	Total VAT	Total Charge (incl.VAT)
3319.35	0.00	0.00	0.00	6794.64	230.68	7025.32
Amount In Advance	0.00	Due Date	2021-09-05	Amount Payable	7026.00	

MESSAGE



www.siyakhokha.ekurhuleni.gov.za
 Siyakhokha Portal
 siyakhokha@ekurhuleni.gov.za

Phone: 0860 543 000
 Email: callcentre@ekurhuleni.gov.za
 Twitter: @EMM_Call_Centre



**REMITTANCE
 ADVICE**

**VAT Reg No.
 4280193493**

a partnership that works

> >>>>>> 9 1334 1802 8621
 252

1802862125 115441802862125

Name T & T SIHLANGU	
Account Number 1802862125	
Due Date 2021-09-05	Amount Payable 7026.00

EMERGENCY PHONE NUMBERS

Municipal Services Complaints Call Centre (Non-Life Threatening)	Life Threatening Emergencies
0860-543 000	011 458-0911 / 10177
Electricity supply Water & Sewerage supply Roads, Transport & Civil Works Health & Social Development Environment, Solid Waste & Parks	All Fires Emergency Medical Assistance Metro Police Incidents / Disasters

IMPORTANT NOTICE

1. FINAL NOTICE

FINAL NOTICE ISSUED IN TERMS OF SECTION 12.(1) OF THE ELECTRICAL SUPPLY BY-LAWS IN RESPECT OF CURRENT ACCOUNT AND DEBT BALANCE BROUGHT FORWARD.

FAILURE TO PAY THE AMOUNT PAYABLE BEFORE DUE DATE, MAY RESULT IN ELECTRICITY SUPPLY BEING DISCONNECTED WITHOUT ANY FURTHER NOTICE. PRESCRIBED FEE FOR DISCONNECTION AND RECONNECTION SHALL BE CHARGED AND YOUR DEPOSIT MAY BE INCREASED. IMMEDIATE RECONNECTION OF SUPPLY AFTER PAYMENT CANNOT BE ASSURED.

PRE-PAID ELECTRICITY - IN THE EVENT THAT MUNICIPAL ACCOUNT IS IN ARREARS, PURCHASE OF PRE-PAID ELECTRICITY WILL BE BLOCKED ON VENDING SYSTEM UNTIL ALL ARREARS HAVE BEEN SETTLED IN FULL OR A SUITABLE ARRANGEMENT TO SETTLE THE

2. ALLOCATION OF PAYMENTS

PART PAYMENT OF YOUR ACCOUNT WILL BE ALLOCATED IN THE PRIORITY ORDER AS DETERMINED BY THE EKURHULENI METROPOLITAN MUNICIPALITY FROM TIME TO TIME

3. DEPOSITS

CONSUMER DEPOSITS ARE NOT TRANSFERABLE.

4. FINAL READING

FINAL READING REQUESTS MUST BE APPLIED FOR IN WRITING AT LEAST 7 DAYS PRIOR TO PROPERTY BEING VACATED OR TERMINATION DATE.

5. CHEQUE PAYMENTS

CHEQUE PAYMENTS MUST BE PLACED IN CHEQUE DEPOSIT BOXES AT CUSTOMER CARE CENTRE. RECEIPTS WILL NOT BE FORWARDED WHEN PAYMENTS ARE MADE BY CHEQUE. PAID CHEQUE WILL BE ACKNOWLEDGED AS RECEIPT OF PAYMENT.

DISHONORED CHEQUE PAYMENTS - ADMIN FEE WILL BE LEVIED AND CREDIT CONTROL WILL BE AFFECTED WITHOUT FURTHER NOTICE. COUNCIL RESERVES THE RIGHT TO REFUSE OR CANCEL FURTHER CHEQUE PAYMENTS FROM CUSTOMER.

6. INTEREST

INTEREST WILL BE CHARGED ON ARREAR AMOUNT IF PAYMENT IS NOT RECEIPTED ON OR BEFORE ACCOUNT DUE DATE.

7. PAYMENT METHODS

7.1 OFFICIAL BANKER - NEDBANK

7.2 DIRECT PAYMENTS AT NEDBANK BRANCH - INDICATE ON DEPOSIT SLIP THE RELEVANT AUTHORITY TO CREDIT AND TEN-DIGIT MUNICIPAL ACCOUNT NUMBER -

Ekurhuleni Municipality Alberton
Ekurhuleni Municipality Benoni
Ekurhuleni Municipality Boksburg
Ekurhuleni Municipality Brakpan
Ekurhuleni Municipality Edenvale
Ekurhuleni Municipality Germiston
Ekurhuleni Municipality Kempton Park
Ekurhuleni Municipality Nigel
Ekurhuleni Municipality Springs

7.3 INTERNET BANKING, DEBIT ORDER, ATM AND TELEPHONE BANKING - EKURHULENI MUNICIPALITY IS A PREDEFINED BENEFICIARY ON ALL INTERNET BANKING PLATFORMS. IT IS MANDATORY TO INCLUDE TEN-DIGIT MUNICIPAL ACCOUNT NUMBER.

7.4 SIYAKHOKHA - VIEW STATEMENT AND MAKE PAYMENT ONLINE BY REGISTERING ON THE CITY OF EKURHULENI PORTAL WWW.SIYAKHOKHA.EKURHULENI.GOV.ZA

7.5 PAY AT THE FOLLOWING OUTLETS: ACKERMANS | BOXER | BUILDERS WAREHOUSE | BUILDERS EXPRESS | CHECKERS | MAKRO | PEP | PICK 'N PAY | SOUTH AFRICAN POST OFFICE | SHOPRITE | SPAR | TOP IT UP | USAVE

7.6 NOTE - ELECTRONIC PAYMENTS THROUGH FINANCIAL INSTITUTIONS OR ANY OTHER THIRD PARTY SYSTEM MUST BE PAID NOT LATER THAN 7 DAYS PRIOR TO ACCOUNT DUE DATE. PAYMENT THROUGH 3RD PARTY, WILL ONLY BE DEEMED TO HAVE BEEN RECEIVED WHEN RECEIPTED THROUGH COUNCILS FINANCIAL SYSTEM.

8. THIS STATEMENT MUST BE PRODUCED WHEN MAKING A PAYMENT

9. IF YOU DISAGREE WITH THE CONTENTS OF THIS ACCOUNT, PLEASE NOTIFY THE CHIEF FINANCIAL OFFICER IN WRITING, WITHIN A PERIOD OF 7 DAYS

10. NON-RECEIPT OF AN ACCOUNT DOES NOT EXEMPT ANY PERSON FROM THE LIABILITY TO PAY ACCOUNT ON DUE DATE.



Cape Winelands District Municipality
T2021/012

Scope of Work

21 September 2021



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Key Account Manager Name: Jacqueline Ponto

Contact Details: +27 74 461 0605

Email Address: Jacqueline.ponto@liquid.tech

Innovate Park, 401 Old Pretoria Road, Midrand, 1685 | +27 11 585 0000 | www.liquid.tech



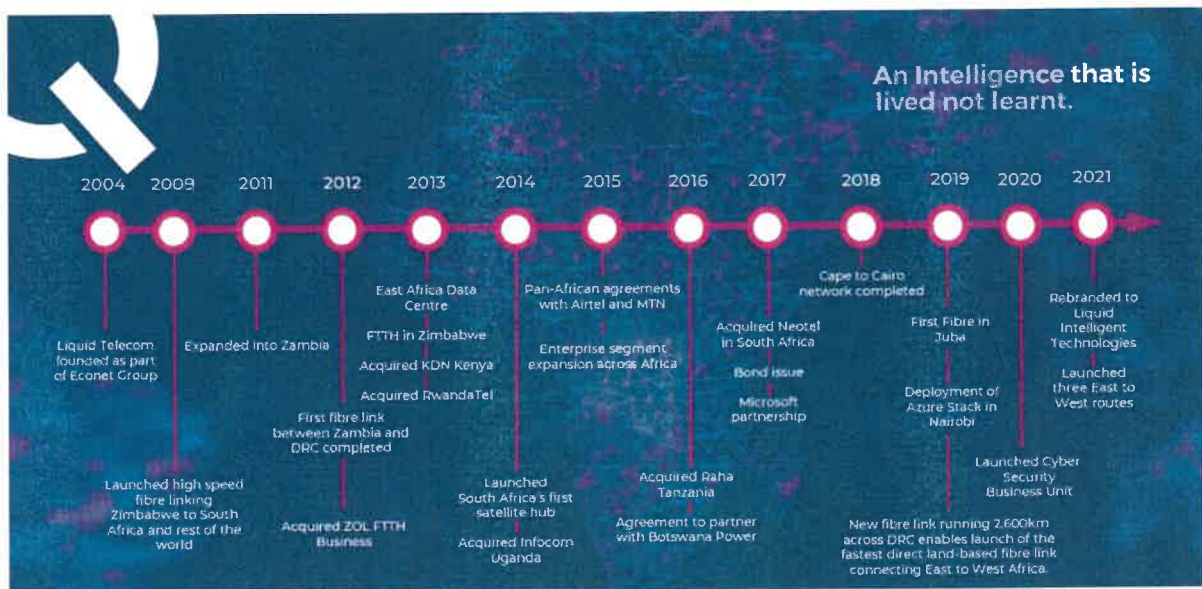
1 Introduction

1.1 Building Africa's digital future

Liquid Intelligent Technologies is a leading communications and technology solutions provider across 13 countries primarily in Eastern, Central and Southern Africa that serves mobile operators, carriers, enterprise, media and content companies and retail customers with high-speed, reliable connectivity, hosting and co-location and digital services.

It has built Africa's largest independent fibre network, spanning more than 100,000km, and operates state-of-the-art data centres in Johannesburg, Cape Town and Nairobi, with a combined potential 19,000 square metres of rack space and 78MW of power. This is in addition to offering leading cloud-based services, such as Microsoft Office 365 and Microsoft Azure, across our fibre footprint.

Through this combined offering, Liquid Intelligent Technologies is enhancing customers' experience on their digital journey.



Who We Are

- Pan-African technology group with capabilities across 13 countries, primarily in Sub-Saharan Africa
- One-stop-shop technology group providing tailor-made digital solutions to businesses in the public and private sectors
- Built Africa's largest independent fibre network spanning over 100,000km. High-speed, reliable connectivity, hosting, co-location and digital services
- Operates state-of-the-art data centres in Johannesburg, Cape Town, Nairobi, Harare and Kigali, with a combined potential 19,000 sqm of rack space and 78 MW of power.
- Redefining Network, Cloud and Cyber Security offerings through strategic partnerships with leading global players, thereby enhancing customer experience across their digital journeys



The rebrand represents our shift from a pure Telco business to a Technology Solutions Provider, heralding our emergence as the face of **African Intelligence**.

By redefining **Network, Cloud and Cyber Security** offerings through **strategic partnerships** with leading **global players**, We serve as **trusted advisors** helping our clients outpace competitors, **improve time to value and control costs** through innovative solutions.



Our Capabilities



Unified Communications

They say a business can only move as fast as it communicates. With that in mind, we've built a unified communication platform that enables you to keep up with Africa's growth through a flexible, cost-effective combination of Teams Business Voice and Cloud PBX, designed to enable your business to communicate effectively from anywhere, on any device.



Managed Services

You know the old saying; "there's only two ways to do anything, and that's the right way and the wrong way". Well, when you manage your business's IT network's infrastructure through our managed services offering that combines decades of expertise with cutting edge technology, you know you can't be wrong.



Connectivity

We understand the impact that emerging tech can have on your business, especially on this dynamic continent of ours. Whether you're operating in advanced markets or in more remote terrains, our 'One Liquid Fibre Network' infrastructure will work for you across the entire continent.



Cyber Security

We understand that rapid growth in technology infrastructure is the main driver for the ever-evolving cyber threats of today. It's been said that a business's data is as good as money in the bank. So, when you secure your people, your systems and your access with our solutions that offer real-time compliance and end-to-end encryption, it adds real value to your bottom line.



Cloud

The truth is, cloud computing is the catalyst for any business's journey towards digital transformation. It's also true that when you start with a secure, efficient cloud solution, not only will you evolve your legacy systems, you'll reduce your long-term cost of ownership and allow your business to scale from anywhere.



Co Location

Wisdom tells us that you're only as safe as the environment in which you keep your most prized assets. With that in mind, we've developed the gold standard for hosting sensitive business data, with our co-location infrastructure that bridge the gap between control and freedom, keeping what's important to your business physically and virtually secure.



Our Awards

2015



Total Telecom Africa Awards 2015 - Best Wholesale Operator in Africa & The African Project of the Year

2015



2016



TMT Finance World Congress Awards 2016- Best Growth Story of the year



World Wi-Fi Day Awards 2016 - Best Wi-Fi Deployment to Connect the Unconnected in a Rural environment

Mashonaland Annual Business Awards 2016

2017



Global Telecoms Business Innovation Awards 2017 – Enterprise Service Innovation



Capacity Africa Awards 2017 - Best Terrestrial Rural Connectivity Project, Best Infrastructure Sharing Initiative & Best African Wholesale Carrier

2017




World Communication Awards 2017 – Best Operator in an Emerging Market



MEF Awards 2017 – Best Wholesale Service Provider in Middle East and Africa

2017



2018



Commonwealth ICT Awards 2018 - Best Fixed Broadband Access Initiative



CC Global Awards 2018 – Connecting the Unconnected



IPv6 Forum UK 2018 – Jim Bound Award (Liquid's contribution to IPv6 deployment in Africa)

2019



MyBroadband 2019 – Best Fixed Network of the Year (LTSA)



AfricaCom Awards 2019 – Connecting the Continent



Comms MEA awards 2019 – IoT Solution of the year

2019



2020



Most Innovative Product or Service and Global Carrier Awards 2020 – Best MEA Wholesale Carrier

2021



East AfricaCom awards 2021 – Most Innovative Product



2021



2021





2 CWDM Introduction and Background Information

2.1 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.

2.2 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.



- 3.1.4 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.**

LIT Response

Comply, Site preparation requirements will be provided by the service delivery team for this project.

- 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.**

LIT Response

Comply. Site ready requirements will be provided by the service delivery team for this project.

- 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.**

LIT Response

Comply, Fiber is our first option, and failing that, licenced Microwave links will be installed, subject to LOS.

- 3.1.7 Fiber is used as the generic term describing the quality of the throughput.**

LIT Response

Comply, from an SLA & Quality perspective, LIT treats both Fiber and Microwave services equally.

- 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.**

LIT Response

Partially Comply, As CWDM will be responsible for UPS power onsite, damages due to Power will be for CWDM's account.

- 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.**

LTSA Response

Comply.

- 3.1.10 Bidders' equipment must be labelled as per CWDM instructions.**

LIT Response

Comply, LIT equipment will be labelled as per LIT standards.



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.

LIT Response

Comply, LIT's solution covers CWDM's requirements in full.

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.

LIT Response

Comply.

3.1.13 The bidder shall ensure cleanliness and safety of the site (work area) during execution of the contract.

LIT Response

Comply.

3.1.14 All costs related to the successful execution of the contract must be for the account of the bidder

LIT Response

Comply.

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.

LIT Response

Comply.

3.2.2 The Network should have safeguards and security against unauthorized access, tapping and sniffing of data.

LIT Response

Comply. LIT will install and maintain a Next Generation Firewall per site.

3.2.3 The CWDM's network segments are connected via the CWDM cloud. The bidder must facilitate the connectivity to the CWDM cloud.

LIT Response

Comply. Subject to provisioning of all relevant information, scoping & costing for the delivery of this connectivity.

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.



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



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

LIT Response

Comply, LIT will only be responsible for the planned connectivity.

4.1.1 CWDM requires minimum internet uptimes at its various sites. The minimum uptimes are labelled “High” and “Medium”. The branches and links are referred to in 4.2. Our expectations are as follows:

LIT Response

Comply. Our SLA covers both “High” and “Medium” requirements.

4.1.2 Each site will have an external static IP with Stellenbosch having 10.

LIT Response

Comply.

4.1.3 Sites with a high uptime require a guaranteed link uptime of 99% over a month.

LIT Response

Comply.

4.1.4 Sites with a medium uptime require a guaranteed link uptime of 98.5% over a month.

LIT Response

Comply

4.1.5 Uptime measurement excludes scheduled downtime and maintenance,

LIT Response

Comply.

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.

LIT Response

Comply.

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.



LIT Response

Comply.

- Troubleshooting / repair /restoration of all supplied networking equipment and other components (if any).

LIT Response

Comply.

- Reconfiguration which includes de-installation/re-installation/shifting of links in case the situation demands.

LIT Response

Comply, subject to feasibility.

- The bidder must offer round the clock (24x7x365 basis) access to skilled technical manpower to deal with faults and escalations.

LIT Response

Comply.



Branch Name	Uptime	Latitude	Longitude	Current	Planned	External IP
Robertson Station	Fire Medium	33°48'37.82"S	19°53'00.59"E	10Mbs Fiber	10Mbs Fiber	1

LIT Response

Comply, subject to LOS.

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.

LIT Response

Comply.

4.2.2 Penalty Calculations for Internet Uptime

The internet in 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 is 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

LIT Response

Comply.

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

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

LIT Response

Comply.



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.

LIT Response

Comply.



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.**

LIT Response

Comply.



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.

ICASA 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.	Yes	
Substantiate / Comments Please refer to Annexure A for the ICASA and ISP Certificates.		

BIDDER'S EXPERIENCE	Comply	Not Comply
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: <ul style="list-style-type: none"> • 1st line support capability • On-site support capability • Help desk capability • Reference site where internet services are supplied 	Yes	
Substantiate / Comments Refer to LIT's standard Customer Management Document. Customer Management LIT's Customer Network Management Service is based on LIT's capabilities to manage customer networks and provide Service Level Agreements (SLAs) that guarantee network availability and performance. Reliability 24/7 access to a Network Operations Centre (NOC) to log support requests, Support Desk Operations		



- LIT has two state of the art Network Operations Centres (NOCs) which are situated onshore (primary) and offshore (secondary) and are available on a 24x7x365.
- These business units consist of the different product sets which are built from the various network elements namely, Next Generation Transmission and Voice, IP and RF. The NOC has different shifts which are manned by the various specialist teams' viz. TAC 0 – TAC 2. These TAC groups come from the various Engineering disciplines and have Engineering educational background ranging from post graduate Diploma/s to Engineering Degree/s and include Vendor specific certification e.g., Cisco certification viz. CCNA, CCVP, CCIE etc.
- The customer services are monitored via our NOC, which is based at our head office in Midrand. This provides the status of the services on a graphical display output. LIT also has a Business Continuity Steering Committee which its primary objective is to ensure that customer expectation and demand are met and extend to the customer services.
- LIT also has a Technical Support Centre with a resource skill qualifying at TAC 0 level and support all external customer calls on a 24x7x365 basis.

Maintenance

Incident Management – Support Desk

The primary focus of incident management is to ensure a prompt recovery of a system, service by supervising and directing the internal or external resources to ensure total system recovery and minimization of any impact to customer.

All reactive incident calls are logged and received by the LIT Desk, all Pro-active incidents are logged by the LIT Service Desk System Remedy fed by Netcool to be investigate and to restore services.

The Incident Reception is staffed 24 hours a day, 7 days a week. The incident reception acts as a front office for the solution management centres whose functions are SLA's and SCW's will be applied to the tower when an incident or request is logged.

- To provide a focal point from which the solution is monitored
- To manage the service to the agreed service levels
- To monitor the solution's alarms and initiate incident reports
- To receipt, log and progress incidents and enquiries
- To investigate and diagnose incidents
- To co-ordinate incident repair
- To analyse incidents and identify trends – via problem management
- To provide the customer with regular progress reports throughout the life of the incident

Reactive Incident will be logged and updated

All incidents will be logged by the LIT Desk after first conducting enough diagnostics or user questioning to ensure that the service is in the scope of the contract with LIT.

- Onsite contact name and contact information including an alternate contact
- List of Services affected
- Any power problems in building - YES/NO
- Description of the incident (as much detail as possible)



- Action already taken
- Customer Impact (% of users affected) [This information is used to support the Severity level]
- Business Impact - (what it means to business unit)
- Whether the incident is intermittent or not- YES/NO
- Time incident occurred

Once the incident has been submitted to LIT, this information is logged into the LIT ticketing tool Service Now (SNOW). This ticketing tool will automatically assign a ticket reference number which will be used as a LIT internal reference number for the purposes of communicating between the different LIT resolver groups and or the customer.

Once the Incident is logged in the SNOW ticketing tool, the customer can expect an initial response within the timescales defined in the SLA. During this response, LIT will advise of the Severity Level that has been allocated.

Mean Time to Repair

- LIQUID Telecom aims to achieve a 4-hour Platinum MTTR (mean/average time) to repair an incident, this is a target and not a contractual obligation and not what SLA credits or availability of services are based on. This excludes special SLA agreements.
- SLA's are based on the average monthly availability of customer's services, not MTTR!
 - **For ECONOMY Services - 99.00%**, equates to an effective 712hr's & 48min's of required uptime, out of 720 hours (30 days/month), allowing for 7hr's & 12min's downtime in that month before credits are due.
 - **For BUSINESS Services - 99.50%**, equates to an effective 716hr's & 24min's of required uptime, out of 720 hours (30 days/month), allowing for 3hr's & 36min's downtime in that month before credits are due.
 - **For PREMIER Services - 99.95%**, equates to an effective 719hr's, 38min's & 24sec's of required uptime, out of 720 hours (30 days/month), allowing for 21min's & 36sec's downtime in that month before credits are due.

Change and Release Management

The focus by LIT of any Release Management will be the protection of the live customer environment and its services using formal procedures and checks.

LIT uses Change and Release Management to proactively plan and prepare new services, software and infrastructure. All releases must adhere to the Change Management process.

Change and Release Management Process

LIT will perform the following activities as part of Release Management:

- Identifying changes to software that can be 'bundled' together for one release, to minimise the impact of changes on customer;
- Testing before rollout, to minimise incidents affecting the customer and ensure less reactive support is required;
- Ensuring acceptance testing is carried out by the customer for functionality changes;
- Identifying training requirements in advance of rollout;



Substantiate / Comments

Comply, For the purpose of safeguarding & security attaches, LIT propose to install a Next Generation Fortinet FG-60E Firewall. Please refer to Annexure B for full specification sheet. Also refer to Annexure C for "UTM fact sheet"

Elements like unauthorized access, tapping and sniffing of Data on the WAN is normally protected at customer site by means of a Next Generation Firewall. As the exact architecture of CWDM's network architecture (WAN/MPLS/SD-WAN) is not given, it is assumed by LIT that these components (including Firewalling with NGN capabilities, including IPS/IDS, are already in place at CWDM sites, in a centralised manner. However, LIT's IPT (International Transit) does offer safeguards in the following manner:

DDoS

LIT's IPT services support event-based **DDoS mitigation**. An attack will be mitigated through manual intervention. Liquid Intelligent Technologies has an Arbor instance to assist in identifying any possible attacks.

Security Operations report

Liquid will be able to notification of any DDoS attack on the LIT networks towards the customer AS, the report cover:

Application layer attacks (in & out) as indicated below:

Alert Traffic Utilisation:



Arbor Application Info:



- Version control and central storage of software within LIT's systems, ensuring that correct versions are always installed, which minimises incidents and the need for reinstallation.

Control and Test

Release Management undertakes the planning, design, build, configuration and testing of hardware and firmware and related software to create a set of release components for a live environment.

Release Testing

Before a release can be rolled out to the customers live environment, it shall undergo stringent testing. This will include functional testing, operational testing, performance testing, integration and user acceptance testing.

Roll Back Plans

A Roll Back plan will be produced to document the actions to be taken to restore the Service should the rollout of a release fail, either partially or totally.

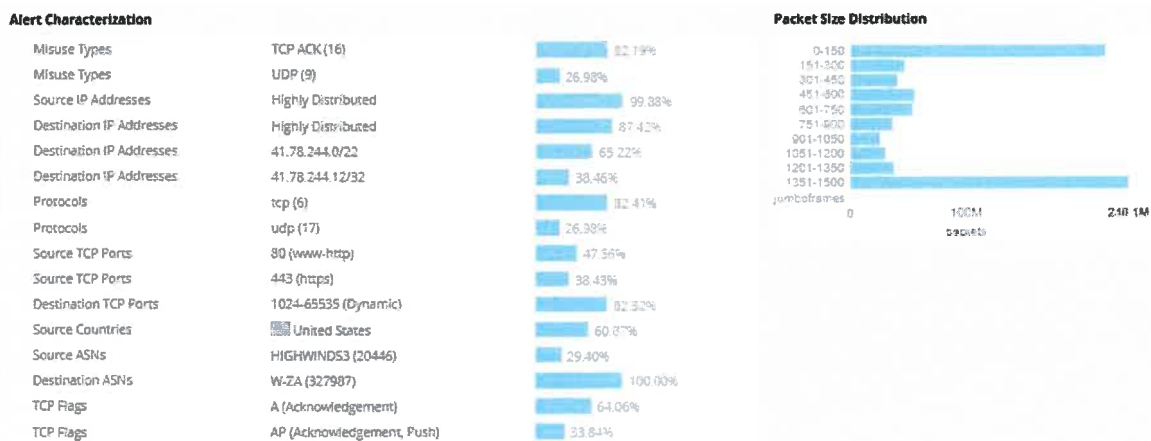
NETWORK SECURITY	Comply	Not Comply
<p>The Network must have safeguards and security against attacks (flooding, man in the middle, Denial of Service, etc.), unauthorized access, tapping and sniffing of data on the WAN.</p> <p>The bidder must indicate how this requirement will be fulfilled</p>	Yes	



Arbor Network Protocol:

Protocol	Into Network	Out of Network	Total (In + Out)	% Total
<input checked="" type="checkbox"/> tcp	286.31 Gbps	212.58 Gbps	498.89 Gbps	72.63%
<input checked="" type="checkbox"/> udp	125.36 Gbps	53.93 Gbps	179.29 Gbps	26.10%
<input checked="" type="checkbox"/> gre	2.24 Gbps	803.70 Mbps	3.05 Gbps	0.44%
<input checked="" type="checkbox"/> esp	1.18 Gbps	1.34 Gbps	2.51 Gbps	0.37%
<input checked="" type="checkbox"/> icmp	211.29 Mbps	252.45 Mbps	463.74 Mbps	0.07%
<input type="checkbox"/> rsvp	0.00 bps	27.00 bps	27.00 bps	0.00%
<input type="checkbox"/> 247	0.00 bps	6.00 bps	6.00 bps	0.00%
<input type="checkbox"/> 241	0.00 bps	6.00 bps	6.00 bps	0.00%

Alert characterization:

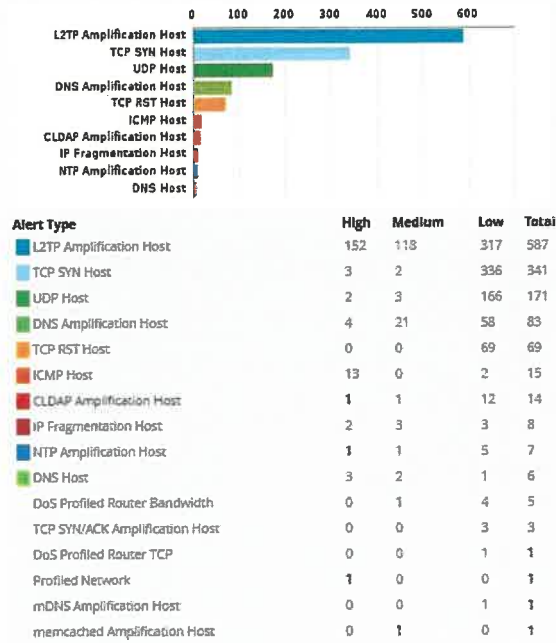


Arbor Incoming Alert Messages:



Incoming Alert Misuse Types

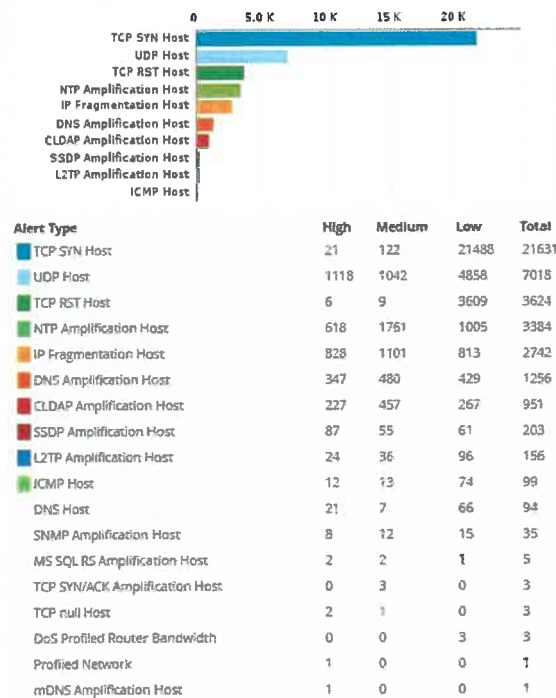
The following table and graph display the distribution of the misuse types in alerts over the selected time period. The graph shows the number of alerts where the given misuse type was detected, while the table also shows the misuse types for each type by severity.



Arbor Outgoing Alert Messages:

Outgoing Alert Misuse Types

The following table and graph display the distribution of the misuse types in alerts over the selected time period. The graph shows the number of alerts where the given misuse type was detected, while the table also shows the misuse types for each type by severity.





Arbor Attack Summary:

ID ↓	Max Impact	Importance ⓘ	Alert	Start Time	Classification & Annotations
3562335	No Data	Low 8.0% of 400 Kpps 127.1 Mbps, 32.9 Kpps	DoS Host Alert Outgoing Host Alert from 216.104.196.170 using Global Detection Misuse Types: UDP	Sep 13 10:30 - Ongoing (0:01)	Possible Attack The "UDP" host alert signature has been triggered at router "LZW-PE3-HRE". (expected rate: 30.00 Kpps, observed rate: 32.90 Kpps) (by auto-annotation) ⓘ
3562334	No Data	Low 9.0% of 20 Kpps 1.0 Mbps, 1.8 Kpps	DoS Host Alert Outgoing Host Alert from 40.126.31.5 using Global Detection Misuse Types: TCP SYN	Sep 13 10:30 - Ongoing (0:01)	Possible Attack The "TCP SYN" host alert signature has been triggered at router "LZA-P4-JHB". (expected rate: 1.50 Kpps, observed rate: 1.85 Kpps) (by auto-annotation) ⓘ
3562333	No Data	Low 5.0% of 10 Kpps 214.8 Kbps, 503 pps	DoS Host Alert Incoming Host Alert to 196.44.178.55 using Yo Africa Misuse Types: TCP RST	Sep 13 10:30 - Ongoing (0:01)	Possible Attack The "TCP RST" host alert signature has been triggered at router "LZW-PE3-HRE". (expected rate: 500 pps, observed rate: 503 pps) (by auto-annotation) ⓘ
3562331	No Data	Low 14.0% of 20 Kpps 1.8 Mbps, 2.9 Kpps	DoS Host Alert Outgoing Host Alert from 69.171.250.34 using Global Detection Misuse Types: TCP SYN	Sep 13 10:29 - Ongoing (0:02)	Possible Attack The "TCP SYN" host alert signature has been triggered at router "LZW-PE3-HRE". (expected rate: 1.50 Kpps, observed rate: 2.85 Kpps) (by auto-annotation) ⓘ
3562330	No Data	Low 16.0% of 20 Kpps 1.8 Mbps, 3.2 Kpps	DoS Host Alert Outgoing Host Alert from 79.138.106.14 using Global Detection Misuse Types: TCP SYN	Sep 13 10:29 - Ongoing (0:02)	Possible Attack The "TCP SYN" host alert signature has been triggered at router "LZW-PE3-HRE". (expected rate: 1.50 Kpps, observed rate: 3.19 Kpps) (by auto-annotation) ⓘ
3562329	No Data	Low 10.0% of 20 Kpps 1.1 Mbps, 2.0 Kpps	DoS Host Alert Outgoing Host Alert from 104.94.89.6 using Global Detection Misuse Types: TCP SYN	Sep 13 10:29 - Ongoing (0:02)	Possible Attack The "TCP SYN" host alert signature has been triggered at router "LZW-PE3-HRE". (expected rate: 1.50 Kpps, observed rate: 1.85 Kpps) (by auto-annotation) ⓘ
3562328	No Data	Medium 135.0% of 50 Mbps 67.7 Mbps, 18.1 Kpps	DoS Host Alert Outgoing Host Alert from 213.219.108.170 using Global Detection Misuse Types: NTP Amplification	Sep 13 10:29 - Ongoing (0:02)	Possible Attack The "NTP Amplification" host alert signature severity rate configured for "Global Detection" has been exceeded, changing Severity Level from low to medium (expected rate: 50.00 Mbps/50.00 Kops,... (more) (by auto-annotation) ⓘ

Protected against attacks: Our service has an overlay that ensures real time security monitoring of the Liquid Telecom core backbone, built-in network security through our unique MPLS, routing architecture and more, for example, all unused ports on the LIT network are disabled by default, so that if a rough device is connected, it will be unable to connect to any service within the LIT network.

The bidder must provide a detailed proposal of how the following requirements will be achieved.	Comply	Not Comply
<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>	Yes	
<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"> • Availability • Reachability / Accessibility • Utilisation against Capacity 	Yes	
Substantiate / Comments		



Network Monitoring systems

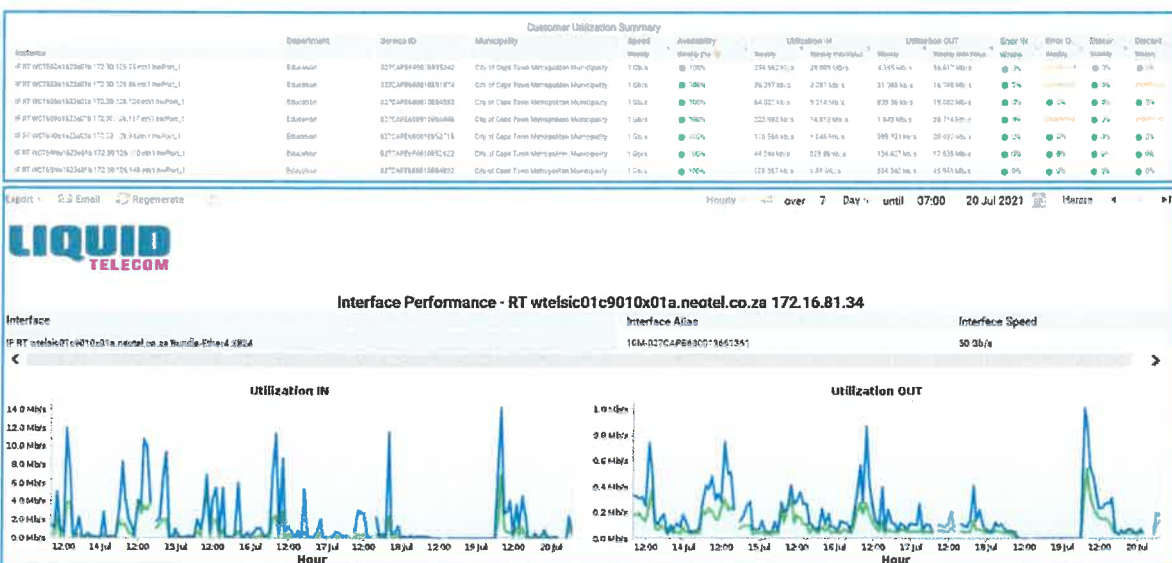
One of network monitoring tool is InfoVista. below is a customised dashboard we have put together for one of clients with key SLA parameters that they want to see. There are options to select different time frames e.g., daily, weekly and Monthly. Reports can be exported to excel or pdf.



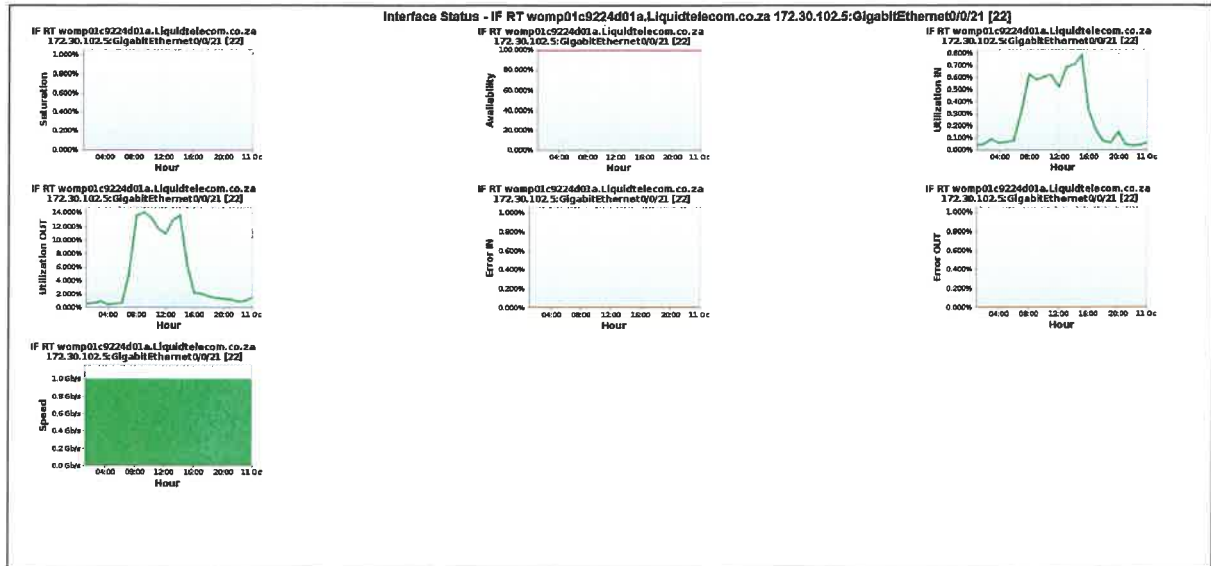
Availability Stats. You can drill down on each link for a more granular view to see the performance the link.

AP Name	Site Name	Municipality	District	Service ID	Availability
WA 7 West (DFA Office)	7 West (DFA Office)	-	-	No Service ID	100%
WA 7 West (Premier Office)	7 West (Premier Office)	-	-	No Service ID	100%
WA A 5 (DFA LS)	A 5 (DFA LS)	Stellenbosch	Cape Winelands	6275721889108188A	100%
WA A 5 (DFA/AD PMS)	A 5 (DFA/AD PMS)	Stellenbosch	Central Karoo	6270426881101120A	100%
WA A 2 (DFA/AD PMS)	A 2 (DFA/AD PMS)	CPT	CPT	6270426881018488A	100%

Link utilization stats can also be selected over a customised period



Below is an example of a dashboard that display the Real time bandwidth and service availability of a Service.



BANDWIDTH	Comply	Not Comply
<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>	Yes	
<p>Substantiate / Comments</p> <p>Each CWDM's sites Bandwidth will be customised as per initial request and is guaranteed under SLA. LIT ensures that the last mile bandwidth is mapped throughout our core network, and is monitored for upgrade, if the highwater mark in the core is reached. CWDM can request Bandwidth upgrades, subject to feasibility of the last mile link bandwidth capability and costs.</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.

LIT Response

Comply.



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.**

LIT Response

Comply.



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

LIT Response

Comply. Payment commences when LIT Service Handover Form (SHF) is completed by both parties.



10 Annexure A – ICASA Certificates

CERTIFIED A TRUE COPY OF THE ORIGINAL. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED.

Bronwen Zehmke

Commissioner of Oaths (Ex Officio)

Admitted Attorney of the High Court of South Africa

Address: Innovate Park, 401 Old Pretoria, Main Road

Midrand 1684

Tel: 011 565 1206

Signed: 

Date: 03/06/2021



Independent Communications Authority of South Africa

350 Witch-Hazel Avenue, Eco Point Office Park

Eco Park, Centurion

Private Bag X10, Highveld Park 0169

Telephone number: (012) 568 3000/1

INDIVIDUAL ELECTRONIC COMMUNICATIONS NETWORK SERVICE LICENCE

No: 004/IECNS/JAN/2009

GRANTED AND ISSUED

TO

LIQUID TELECOMMUNICATIONS SOUTH AFRICA (PTY) LTD

REGISTRATION NO: 2004/004619/07

FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS NETWORK SERVICES

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

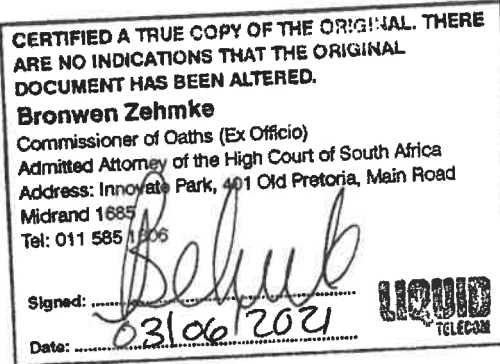
EFFECTIVE FROM 16 JANUARY 2009

DR. KEABETSWE MODIMOENG

ACTING CHAIRPERSON

UPDATED DATE: 06/09/2019

**Dr. K Modimoeng (Acting Chairperson), N Gongxeka-Seopa, P Kzdi, P Mashile, BC Mokhele,
Adv. D Qocha, T Semane, PJ Zimri (Councillors), WA Ngweps (CEO)**



1. LICENSEE

The Licence is issued to:

- 1.1 Name of Company: Liquid Telecommunications South Africa (Pty) Ltd
- 1.2 Shareholders: Liquid Telecommunications Holdings (Pty) Ltd: 70%
Lisinfo 213 Property RF (Pty) Ltd (Royal Bafokeng): 30%
- 1.3 Ownership and control held by persons from historically disadvantaged groups:
Lisinfo 213 Property RF (Pty) Ltd (Royal Bafokeng): 30%

2. CONTACT DETAILS

2.1 The contact person for the Licensee shall be:

- 2.1.1 Name: Mike Silber
- 2.1.3 Tel: (011) 585 0000
- 2.1.4 Fax: (011) 585 0249
- 2.1.5 Cell: (082) 773 1288
- 2.1.6 Email: Mike.silber@liquidtelecom.com

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:

- | | |
|--|---|
| <p>3.1 Postal Address</p> <p>Post Net Suite X612</p> <p>Private Bag X 29</p> <p>Gallor Manor</p> <p>2052</p> | <p>3.2 Physical Address</p> <p>401 Old Pretoria Main Road</p> <p>Halfway House</p> <p>Midrand</p> <p>1635</p> |
|--|---|

SCHEDULE

1. Trading Name

Liquid Telecommunications South Africa (Pty) Ltd

2. Geographic coverage

The Licensee shall provide national coverage of its electronic communications 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

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Bronwen Zehmke

Commissioner of Oaths (Ex Officio)

Admitted Attorney of the High Court of South Africa

Address: Innovate Park, 401 Old Pretoria, Main Road

Midrand 1385

Tel: 011 552 1806

Signed: 

Date: 03/06/2021



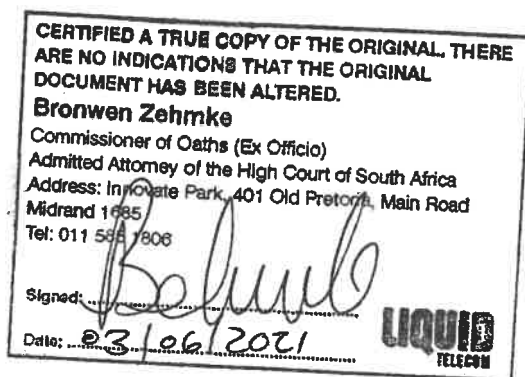
3.2.4 the Authority shall, upon becoming aware of any contravention of this Licence by such third party, including the Licensee's agents or contractors or any complaints lodged with the Authority in relation thereto, forthwith in writing notify the Licensee accordingly.

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.



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Bronwen Zehmke

Commissioner of Oaths (Ex Officio)
Admitted Attorney of the High Court of South Africa
Address: Innovate Park, 401 Old Pastoria, Main Road
Midrand 1685
Tel: 011 585 4806

Signed: 

Date: 23/06/2021



Independent Communications Authority of South Africa

350 Waterfall Lane, Eco Point Office Park
Eco Park, Centurion

Private Bag X10, Highveld Park 0169
Telephone number: (012) 568 3000/1

INDIVIDUAL ELECTRONIC COMMUNICATIONS SERVICE LICENCE

No: 004/IECS/JAN/2009

GRANTED AND ISSUED

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REGISTRATION NO: 2004/004619/07

FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS SERVICES

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

EFFECTIVE FROM 16 JANUARY 2009

DR. KEABETSWE MODIMOENG

ACTING CHAIRPERSON

UPDATED DATE: 06 / 09 / 2019

**Dr. K Modimoeng (Acting Chairperson), N Gongxeka-Seopa, P Kadi, P Mashile, BC Mokhele,
Adv. D Qocha, T Semane, PJ Zimri (Councillors), WA Ngwepe (CEO)**

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Bronwen Zehmke

Commissioner of Oaths (Ex Officio)

Admitted Attorney of the High Court of South Africa

Address: Inyanga Park, 401 Old Pretoria, Main Road

Midrand 1695

Tel: 011 585 1806

Signed: 

Date: 03/06/2021

LIQUID
TELECOM

1. LICENSEE

The Licence is issued to:

- 1.1 Name of Company: Liquid Telecommunications South Africa (Pty) Ltd
- 1.2 Shareholders: Liquid Telecommunications Holdings (Pty) Ltd: 70%
Lisinfo 213 Property RF (Pty) Ltd (Royal Bafokeng): 30%
- 1.3 Ownership and control held by persons from historically disadvantaged groups:
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3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

3.1 Postal Address

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Gallor Manor

3.2 Physical Address

401 Old Pretoria Main Road

Halfway House

Midrand

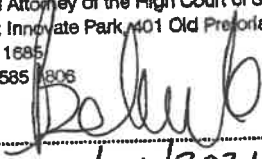
Km


2052

SCHEDULE

CERTIFIED A TRUE COPY OF THE ORIGINAL. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED.

Bronwen Zehmke
1625
Commissioner of Oaths (Ex Officio)
Admitted Attorney of the High Court of South Africa
Address: Innovate Park, 401 Old Pretoria, Main Road
Midrand 1685
Tel: 011 585 1808

Signed: 
Date: 03/06/2021



1. Trading Name

Liquid Telecommunications South Africa (Pty) Ltd

2. Geographic coverage

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

3. Range of numbers from the National Numbering Plan

The Licensee shall retain a right to apply for numbers subject to the numbering plan and related regulations issued in terms of section 68 of the EC Act.

4. Rights and obligations

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

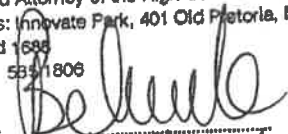
4.2 The rights and obligations under this licence may be exercised or performed by a third party, including its agents and contractors. The Licensee shall be responsible for the acts or omissions in respect thereof on the basis that –


4.2.1 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;

4.2.2 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

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Bronwen Zehmke
Commissioner of Oaths (Ex Officio)
Admitted Attorney of the High Court of South Africa
Address: Innovate Park, 401 Old Pretoria, Main Road
Midrand 1685
Tel: 011 534 1809

Signed: 
Date: 03/06/2021



Licence:

- 4.2.3 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
- 4.2.4 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.
- 4.3 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.
- 4.4 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.
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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.



11 Annexure B - FortiGate/FortiWiFi 60E Series

FortiGate/FortiWiFi® 60E Series

FortiGate 60E, 60E-POE, FortiWiFi 60E, FortiGate 61E, and FortiWiFi 61E

Secure SD-WAN
Unified Threat Management



The FortiGate/FortiWiFi 60E series provides a fast and secure SD-WAN solution in a compact fanless desktop form factor for enterprise branch offices and mid-sized businesses. Protects against cyber threats with system-on-a-chip acceleration and industry-leading secure SD-WAN in a simple, affordable, and easy to deploy solution. Fortinet's Security-Driven Networking securely integrates with the new generation of cybersecurity solutions.

Security

- Identifies thousands of applications inside network traffic for deep inspection and granular policy enforcement
- Protects against malware, exploits, and malicious websites in both encrypted and non-encrypted traffic
- Prevents and detects against known attacks using continuous threat intelligence from AI-powered FortiGuard Labs security services
- Proactively blocks unknown sophisticated attacks in real-time with the Fortinet Security Fabric integrated AI-powered FortiSandbox

Performance

- Engineered for Innovation using Fortinet's purpose-built security processors (SPU) to deliver the industry's best threat protection performance and ultra-low latency
- Provides industry-leading performance and protection for SSL encrypted traffic including the first firewall vendor to provide TLS 1.3 deep inspection

Certification

- Independently tested and validated best security effectiveness and performance
- Received unparalleled third-party certifications from NSS Labs, ICSA, Virus Bulletin, and AV Comparatives

Networking

- Application aware routing with in-built SD-WAN capabilities to achieve consistent application performance and the best user experience
- Built-in advanced routing capabilities to deliver high performance with encrypted IPSEC tunnels at scale

Management

- Includes a management console that is effective and simple to use, which provides a comprehensive network of automation & visibility
- Provides Zero Touch Provisioning leveraging Single Pane of Glass Management powered by the Fabric Management Center
- Predefined compliance checklists analyze the deployment and highlight best practices to improve the overall security posture

Security Fabric

- Enables Fortinet and Fabric-ready partners' products to provide broader visibility, integrated end-to-end detection, threat intelligence sharing, and automated remediation
- Automatically builds Network Topology visualizations which discover IoT devices and provide complete visibility into Fortinet and Fabric-ready partner products

Firewall	IPS	NGFW	Threat Protection	Interfaces
3 Gbps	400 Mbps	250 Mbps	200 Mbps	Multiple GE RJ45 WiFi variants Variants with internal storage Variants with PoE/+ interfaces

Refer to the specifications table for details

Deployment



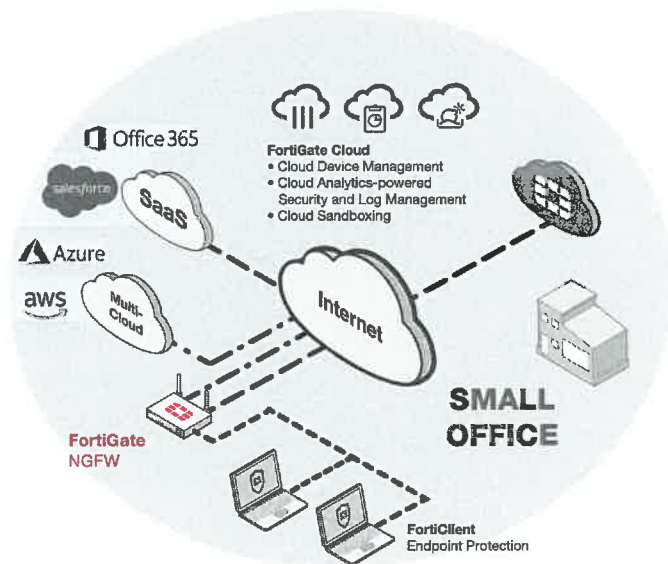
Next Generation Firewall (NGFW)

- Reduce the complexity and maximize your ROI by integrating threat protection security capabilities into a single high-performance network security appliance, powered by Fortinet's Security Processing Unit (SPU)
- Full visibility into users, devices, applications across the entire attack surface and consistent security policy enforcement irrespective of asset location
- Protect against network exploitable vulnerabilities with Industry-validated IPS security effectiveness, low latency and optimized network performance
- Automatically block threats on decrypted traffic using the Industry's highest SSL inspection performance, including the latest TLS 1.3 standard with mandated ciphers
- Proactively block newly discovered sophisticated attacks in real-time with AI-powered FortiGuard Labs and advanced threat protection services included in the Fortinet Security Fabric

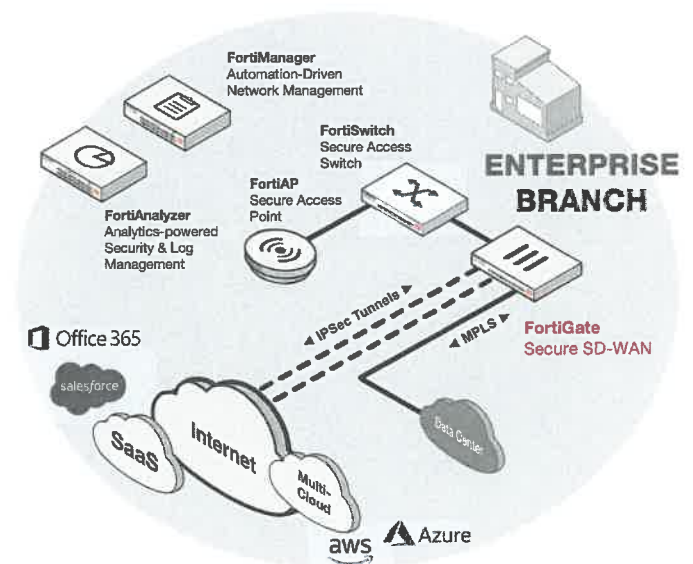


Secure SD-WAN

- Consistent business application performance with accurate detection, dynamic WAN path steering and optimization
- Multi-cloud access for faster SaaS adoption with end-to-end optimization
- Simplification with zero touch deployment and centralized management with auto-provisioning, analytics and reporting
- Strong security posture with next generation firewall and real-time threat protection



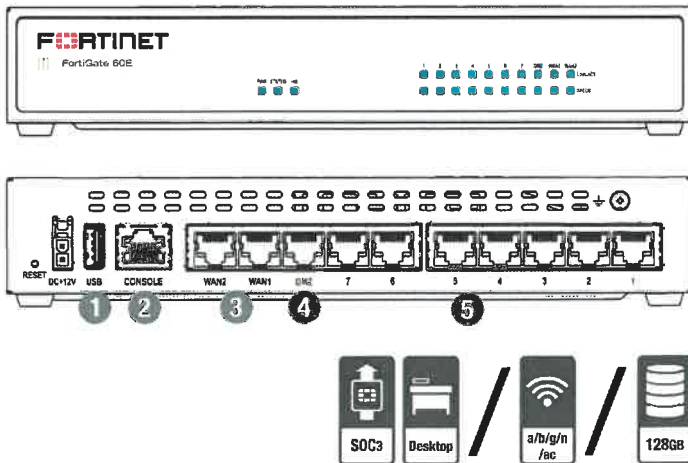
FortiWiFi 60E deployment in Small Office (NGFW)



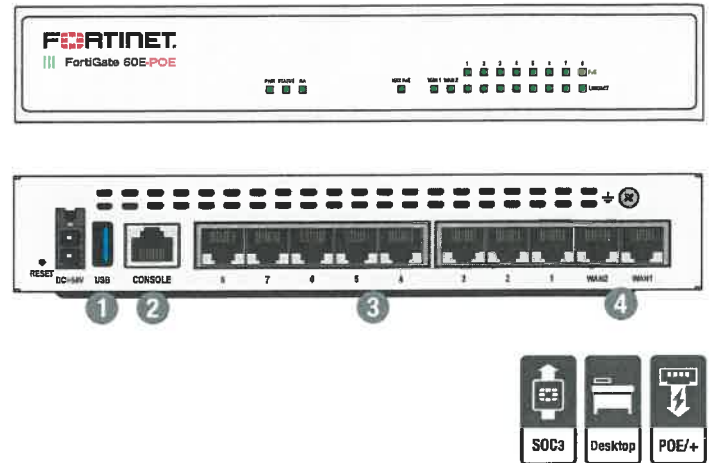
FortiGate 60E deployment in Enterprise Branch (Secure SD-WAN)

Hardware

FortiGate/FortiWiFi 60E/61E



FortiGate 60E-POE



Interfaces

1. USB Port
2. Console Port
3. 2x GE RJ45 WAN Ports
4. 1x GE RJ45 DMZ Port
5. 7x GE RJ45 Internal Ports

Interfaces

1. USB Port
2. Console Port
3. 8x GE RJ45 PoE/+ Ports
4. 2x GE RJ45 WAN Ports

Powered by SPU SoC3

- Combines a RISC-based CPU with Fortinet’s proprietary SPU content and network processors for unmatched performance
- Simplifies appliance design and enables breakthrough performance for smaller networks
- Supports firewall acceleration across all packet sizes for maximum throughput
- Delivers accelerated UTM content processing for superior performance and protection
- Accelerates VPN performance for high speed and secure remote access



3G/4G WAN Connectivity

The FortiGate/FortiWiFi 60E Series includes a USB port that allows you to plug in a compatible third-party 3G/4G USB modem, providing additional WAN connectivity or a redundant link for maximum reliability.

Compact and Reliable Form Factor

Designed for small environments, you can place it on a desktop or wall-mount it. It is small, lightweight yet highly reliable with superior MTBF (Mean Time Between Failure), minimizing the chance of a network disruption.

Superior Wireless Coverage

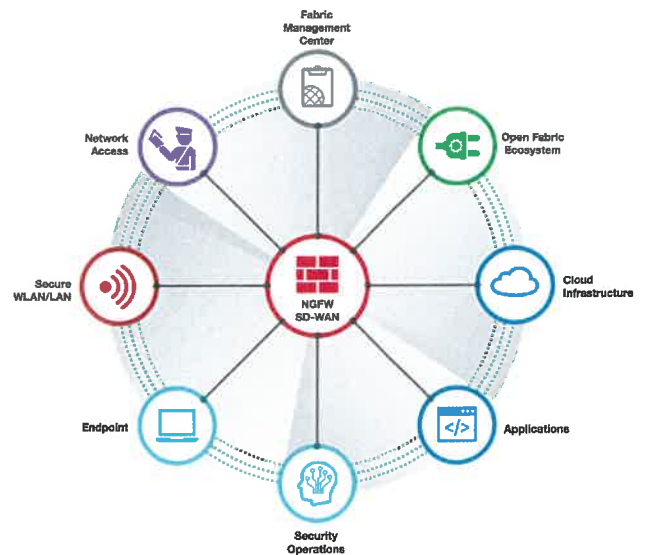
A built-in dual-band, dual-stream access point with internal antennas is integrated on the FortiWiFi 60E and provides speedy 802.11ac wireless access. The dual-band chipset addresses the PCI-DSS compliance requirement for rogue AP wireless scanning, providing maximum protection for regulated environments.

Fortinet Security Fabric

Security Fabric

The Security Fabric is the cybersecurity platform that enables digital innovations. It delivers broad visibility of the entire attack surface to better manage risk. Its unified and integrated solution reduces the complexity of supporting multiple-point products, while automated workflows increase operational speeds and reduce response times across the Fortinet deployment ecosystem. The Fortinet Security Fabric covers the following key areas under a single management center:

- **Security-Driven Networking** that secures, accelerates, and unifies the network and user experience
- **Zero Trust Network Access** that identifies and secures users and devices in real-time, on and off of the network
- **Dynamic Cloud Security** that protects and controls cloud infrastructures and applications
- **AI-Driven Security Operations** that automatically prevents, detects, isolates, and responds to cyber threat



FortiOS

FortiGates are the foundation of the Fortinet Security Fabric—the core is FortiOS. All security and networking capabilities across the entire FortiGate platform are controlled with one intuitive operating system. FortiOS reduces complexity, costs, and response times by truly consolidating next-generation security products and services into one platform.

- A truly consolidated platform with a single OS and pane-of-glass for across the entire digital attack surface.
- Industry-leading protection: NSS Labs Recommended, VB100, AV Comparatives, and ICSA validated security and performance.
- Leverage the latest technologies such as deception-based security.

- Control thousands of applications, block the latest exploits, and filter web traffic based on millions of real-time URL ratings in addition to true TLS 1.3 support.
- Automatically prevent, detect, and mitigate advanced attacks within minutes with an integrated AI-driven security and advanced threat protection.
- Improve and unify the user experience with innovative SD-WAN capabilities with the ability to detect, contain, and isolate threats with automated segmentation.
- Utilize SPU hardware acceleration to boost network security performance.


Services

FortiGuard™ Security Services

FortiGuard Labs offer real-time intelligence on the threat landscape, delivering comprehensive security updates across the full range of Fortinet's solutions. Comprised of security threat researchers, engineers, and forensic specialists, the team collaborates with the world's leading threat monitoring organizations and other network and security vendors, as well as law enforcement agencies.

FortiCare™ Support Services

Our FortiCare customer support team provides global technical support for all Fortinet products. With support staff in the Americas, Europe, Middle East, and Asia, FortiCare offers services to meet the needs of enterprises of all sizes.

 For more information, please refer to forti.net/fortiguard and forti.net/forticare

Specifications

	FORTIGATE 60E	FORTIGATE 60E-POE	FORTIWIFI 60E	FORTIGATE 61E	FORTIWIFI 61E
Hardware Specifications					
GE RJ45 WAN / DMZ Ports	2 / 1	2	2 / 1		2 / 1
GE RJ45 Internal Ports	7	—	7		7
GE RJ45 PoE/+ Ports	—	8	—		—
Wireless Interface	—	—	802.11 a/b/g/n/ac	—	802.11 a/b/g/n/ac
USB Ports	1	1	1		1
Console (RJ45)	1	1	1		1
Internal Storage	—	—	—		1x 128 GB SSD
System Performance — Enterprise Traffic Mix					
IPS Throughput ²			400 Mbps		
NGFW Throughput ^{2,4}			250 Mbps		
Threat Protection Throughput ^{2,5}			200 Mbps		
System Performance					
Firewall Throughput (1518 / 512 / 64 byte UDP packets)			3 / 3 / 3 Gbps		
Firewall Latency (64 byte UDP packets)			3 µs		
Firewall Throughput (Packets Per Second)			4.5 Mpps		
Concurrent Sessions (TCP)			1.3 Million		
New Sessions/Second (TCP)			30,000		
Firewall Policies			5,000		
IPsec VPN Throughput (512 byte) ¹			2 Gbps		
Gateway-to-Gateway IPsec VPN Tunnels			200		
Client-to-Gateway IPsec VPN Tunnels			500		
SSL-VPN Throughput			150 Mbps		
Concurrent SSL-VPN Users (Recommended Maximum, Tunnel Mode)			200		
SSL Inspection Throughput (IPS, avg. HTTPS) ³			135 Mbps		
SSL Inspection CPS (IPS, avg. HTTPS) ³			135		
SSL Inspection Concurrent Session (IPS, avg. HTTPS) ³			75,000		
Application Control Throughput (HTTP 64K) ²			650 Mbps		
CAPWAP Throughput (HTTP 64K)			890 Mbps		
Virtual Domains (Default / Maximum)			10 / 10		
Maximum Number of FortiSwitches Supported			16		
Maximum Number of FortiAPs (Total / Tunnel Mode)			30 / 10		
Maximum Number of FortiTokens			500		
High Availability Configurations			Active / Active, Active / Passive, Clustering		
Dimensions					
Height x Width x Length (inches)			1.5 x 8.5 x 6.3		
Height x Width x Length (mm)			38 x 216 x 160		
Weight	1.9 lbs (0.9 kg)	2.2 lbs (1.0 kg)	1.9 lbs (0.9 kg)	1.9 lbs (0.9 kg)	1.9 lbs (0.9 kg)
Form Factor			Desktop		

Note: All performance values are "up to" and vary depending on system configuration.

1. IPsec VPN performance test uses AES256-SHA256.
2. IPS (Enterprise Mix), Application Control, NGFW, and Threat Protection are measured with Logging enabled.
3. SSL Inspection performance values use an average of HTTPS sessions of different cipher suites.
4. NGFW performance is measured with Firewall, IPS, and Application Control enabled.
5. Threat Protection performance is measured with Firewall, IPS, Application Control, and Malware Protection enabled.

Specifications

	FORTIGATE 60E	FORTIGATE 60E-POE	FORTIWIIFI 60E	FORTIGATE 61E	FORTIWIIFI 61E
Operating Environment and Certifications					
Input Rating	12Vdc, 3A (powered by External DC Power Adapter, 100–240V AC, 50–60 Hz)				
Maximum Current	115V AC / 0.7 A, 230V AC / 0.48 A	0.8A	115V AC / 0.9A, 230V AC / 0.6A	115V AC / 0.9A, 230V AC / 0.6A	115V AC / 0.9A, 230V AC / 0.6A
Total Available PoE Power Budget*	N/A	75 W	N/A	N/A	N/A
Power Consumption (Average / Maximum)	11.7 / 14 W	20 / 95 W	12.6 / 15.2 W	11.9 / 14.3 W	13 / 16 W
Heat Dissipation	40 BTU/h	324 BTU/h	52 BTU/h	49 BTU/h	55 BTU/h
Operating Temperature	32–104°F (0–40°C)				
Storage Temperature	-31–158°F (-35–70°C)				
Humidity	10–90% non-condensing				
Noise Level	Fanless 0 dBA				
Operating Altitude	Up to 7,400 ft (2,250 m)				
Compliance	FCC Part 15 Class B, C-Tick, VCCI, CE, UL/cUL, CB				
Certifications	ICSA Labs: Firewall, IPsec, IPS, Antivirus, SSL-VPN				

* Maximum loading on each PoE+ port is 30 W (802.3at).

Order Information

Product	SKU	Description
FortiGate 60E	FG-60E	10x GE RJ45 ports (including 7x Internal ports, 2x WAN ports, 1x DMZ port), Maximum managed FortiAPs (Total / Tunnel) 30 / 10.
FortiGate 60E-POE	FG-60E-POE	10x GE RJ45 ports (including 8x PoE/PoE+ ports, 2x WAN ports) Maximum managed FortiAPs (Total / Tunnel) 30 / 10.
FortiWiFi 60E	FWF-60E	10x GE RJ45 ports (including 7x Internal ports, 2x WAN ports, 1x DMZ port), Wireless (802.11a/b/g/n/ac), Maximum managed FortiAPs (Total / Tunnel) 30 / 10.
FortiGate 61E	FG-61E	10x GE RJ45 ports (including 7x Internal ports, 2x WAN ports, 1x DMZ port), 128 GB SSD onboard storage, Maximum managed FortiAPs (Total / Tunnel) 30 / 10.
FortiWiFi 61E	FWF-61E	10x GE RJ45 ports (including 7x Internal ports, 2x WAN ports, 1x DMZ port), Wireless (802.11a/b/g/n/ac), 128 GB SSD onboard storage, Maximum managed FortiAPs (Total / Tunnel) 30 / 10.

Bundles



FortiGuard Bundle

FortiGuard Labs delivers a number of security intelligence services to augment the FortiGate firewall platform. You can easily optimize the protection capabilities of your FortiGate with one of these FortiGuard Bundles.

Bundles	360 Protection	Enterprise Protection	UTM	Threat Protection
FortiCare	ASE ¹	24x7	24x7	24x7
FortiGuard App Control Service	•	•	•	•
FortiGuard IPS Service	•	•	•	•
FortiGuard Advanced Malware Protection (AMP) — Antivirus, Mobile Malware, Botnet, CDR, Virus Outbreak Protection and FortiSandbox Cloud Service	•	•	•	•
FortiGuard Web Filtering Service	•	•	•	•
FortiGuard Antispam Service	•	•	•	•
FortiGuard Security Rating Service	•	•	•	•
FortiGuard Industrial Service	•	•	•	•
FortiCASB SaaS-only Service	•	•	•	•
FortiConverter Service	•	•	•	•
SD-WAN Cloud Assisted Monitoring ²	•	•	•	•
SD-WAN Overlay Controller VPN Service ²	•	•	•	•
FortiAnalyzer Cloud ²	•	•	•	•
FortiManager Cloud ²	•	•	•	•

1. 24x7 plus Advanced Services Ticket Handling 2. Available when running FortiOS 6.2 | FG-VmxS series does not include FortiCASB in its Enterprise and 360 protection bundles.



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12 Annexure C - Unified Threat Management



Security

Unified Threat Management

Product overview

Liquid Telecom Unified Threat Management (UTM) is a comprehensive security solution that allows for advanced threat management. UTM provides an all-in-one coverage for common security needs including firewall, intrusion detection/prevention, anti-spam and web filtering.

Liquid Telecom provides Managed Security and UTM solutions that are fully-maintained and supported by IT security experts, offering you a comprehensive and superior service to reduce your capex and operational security expenditure.

Unified Threat Management service is offered in support of Liquid Telecom's IP services, including NeoInternet and NeoBroadband.

Product Solutions

Liquid Telecom UTM offers end-to-end, on-premise security to monitor and manage potential threats.

Customer Premise Equipment (CPE)

Provides a comprehensive array of UTM equipment including: routers, switches, web servers and other on-premises security devices to provide 24/7 proactive monitoring and management of potential threats. All CPE is installed, managed and maintained by our highly-capable and skilled security experts.

UTM services: monitoring, management and maintenance

Through monthly configuration maintenance, UTM will eliminate unsolicited content and stop attackers with active blocking of malicious traffic.

By using the customised reporting packages, security administrators can generate detailed activity reports of network attacks and misuse.

UTM functionality

You can scan managed firewall/UTM devices for vulnerabilities on a monthly basis. Recurring scans provide accurate, first-hand knowledge of vulnerabilities and gives you an opportunity to implement the proper corrective measures

Product specification

	Basic + Basic FW			Full UTM	
	Basic	Basic	Standard	Standard	Premium
Device					
Installation Configuration and Maintenance	Yes	Yes	Yes	Yes	Yes
Services					
Policy or Configuration Changes Per Month	1	1	10	20	100
Emergency Policy Changes					
per Month	Yes	Yes	Yes	Yes	1
Maintenance Window for Policy/Configuration Changes	Yes	Yes	Yes	Yes	Yes
Functionality					
Firewall	Yes	Yes	Yes	Yes	Yes
Intrusion Prevention	No	Yes	Yes	Yes	Yes
Site to site VPN Support *		No	No	Up to 2 tunnels	Unlimited
Client / SSL VPN support *	No	No	No	Yes	Yes
Monthly Vulnerability					
Assessment	No	No	1IP	2IP	3IP
Portal					
Customer Portal Access	No	No	Yes	Yes	Yes

Product features and benefits

Intrusion prevention	Optional Intrusion Prevention stops attackers through active blocking of malicious traffic.
Content security	Removes access to blocked content and minimises the risk of malicious code entering the network through active screening of web and e-mail traffic.
Anti-virus	Eliminates viruses and improves availability with continuously updated, in-line, gateway-based, anti-virus protection.
Anti-spam	Transparently monitors e-mail traffic to eliminate unsolicited content without interfering with valid e-mail.
Firewall/IPS security event monitoring	Improves security through live 24/7 monitoring and escalation of firewall/IPS security data.
SSL VPNs	Provides a clientless strong encryption-based tunnel? via a standard web browser for the ultimate in secure portability.
Site-to-site and traditional client-based VPNs	Secure remote connectivity is provided through integrated support for IPSEC-based client and site-to-site Virtual Private Networks.
Three service levels	Standard, Select, and Premium service levels provide solutions for any scale – from the smallest to the most robust, enterprise-wide deployments.
High Availability (HA) and clustering	Ensures uptime and optimal performance through available active/passive HA solutions or active clustering.

Availability

NeoSecure: UTM is available to all Liquid Telecom IP services (Voice, Internet and VPN).