



18/11/2022 + 16/3/11

## ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

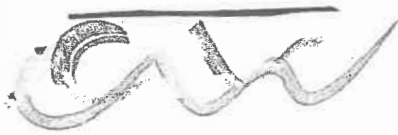
- 1. T 2020/052: INTERNAL TRAINING PROGRAMMES FOR CWDM EMPLOYEES FOR THE PERIOD ENDING 30 JUNE 2023 X 3
- 2. T 2021/010: PROVISION OF PEST DISINFESTATION AND RODENT CONTROL SERVICES AT VARIOUS OFFICE BUILDINGS AND FACILITIES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024 X 2
- 3. T2021/023: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN THE DRANKENSTEIN MUNICIPALITY X 4
- 4. T2021/024: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN WITZENBERG MUNICIPALITY X 2
- 5. T2021/025: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN BREEDE VALLEY MUNICIPALITY X 3
- 6. T2021/026: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN LANGERBERG MUNICIPALITY X 2
- 7. T2021/046: PROVISION OF BUYING SERVICES FOR DIGITAL AND BROADCASTING MEDIA FOR THE PERIOD ENDING 30 JUNE 2024
- 8. Q 2021/013: MANUFACTURING AND DELIVERING OF PURPOSE-MADE TIMBER LOCKERS TO THE CWDM FIRE STATIONS IN PAARL AND WORCESTER
- 9. Q 2021/032: SERVICING A CALIBRATION OF HAZMAT DETECTION DEVICES FOR A 12 MONTH PERIOD
- 10. Q 2021/100: WEBPAGE MAINTENANCE AND SUPPORT SERVICES

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

Received by [Signature] Date 04/03/2022

11. Q2021/025: SUPPLY AND DELIVERY OF SANITARY TOWELS

12. Q 2021/055 : FACILITATION AND DELIVERING OF AN ADVANCED 4x4 DRIVING AND RECOVERY SKILLS TRAINING PROGRAMME



**CAPE WESTERN DISTRICTS MUNICIPALITY**  
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

**TENDER NUMBER: T 2021/023**

**LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS  
WITHIN DRAKENSTEIN MUNICIPALITY**

COMPANY NAME:

*Leen y Samuels*

POSTAL ADDRESS:

*MORAY STR. 56  
GROENHEUWEN  
DRAKEN*

**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 2021/023**  
**LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN DRAKENSTEIN**  
**MUNICIPALITY**

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## **A. TENDER NOTICE**

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The objective of this tender is to appoint Invasive Alien Vegetation Clearing Contractors to clear various sites of invasive alien vegetation in the service area of Drakenstein Municipality.

A site meeting will be held at **10h00 on Wednesday, 27 October 2021**. Prospective bidders or nominated representatives may meet the representatives of the Cape Winelands District Municipality at the Paarl Mountain Nature Reserve office located on Paarl Mountain.

Technical enquiries regarding this bid can be directed to Mr Quinton Balie at telephone no. 021 807 3209 or 082 377 5038.

**Closing date: 11:00 on Friday, 05 November 2021**

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

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

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

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

#### **Registered auditors approved by IRBA**

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

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

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

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

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

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

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

## **VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs**

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

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

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

## **ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)**

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

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

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

**17. Application**

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

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

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

**18. Standards**

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

**19. Information and Inspection**

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

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

**20. Governing Language**

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

**21. Payments**

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

Payment will be made in Rand unless otherwise stipulated.

**22. Prices and Evaluation of bids**

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

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

#### **24. Termination for Insolvency**

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

#### **25. Settlement of Disputes**

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

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

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

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

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

#### **26. Applicable Law**

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

#### **27. Notices**

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

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

#### **28. Taxes and duties**

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

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

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

**29. Value-added tax (VAT) on invoices**

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

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

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

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

The VAT registration number of the District Municipality is 4700193495.

**30. Tax Clearance Certificate**

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

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

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

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

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

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

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

### **32. Protection Of Personal Information**

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

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

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The purpose of this document is to:

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

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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



## **2. APPLICATION**

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

## **3. GENERAL**

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

## **4. STANDARDS**

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

## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

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

## **6. PATENT RIGHTS**

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

## **7. PERFORMANCE SECURITY**

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

## **8. INSPECTIONS, TESTS AND ANALYSES**

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

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

## **9. PACKING**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. DELIVERY AND DOCUMENTS**

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

## **11. INSURANCE**

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

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. SPARE PARTS**

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

#### **15. WARRANTY**

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

#### **16. PAYMENT**

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

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

## **17. PRICES**

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

## **8. VARIATION ORDERS**

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

## **19. ASSIGNMENT**

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

## **20. SUBCONTRACTS**

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

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

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

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

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

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

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

## **22. PENALTIES**

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

## **23. TERMINATION FOR DEFAULT**

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

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

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

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

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

## **25. FORCE MAJEURE**

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

## **26. TERMINATION FOR INSOLVENCY**

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

## **27. SETTLEMENT OF DISPUTES**

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

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

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

## **28. LIMITATION OF LIABILITY**

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

## **29. GOVERNING LANGUAGE**

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

## **30. APPLICABLE LAW**

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

## **31. NOTICES**

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

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

## **32. TAXES AND DUTIES**

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

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

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

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



**33. TRANSFER OF CONTRACTS**

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

**34. AMENDMENT OF CONTRACTS**

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

**35. PROHIBITION OF RESTRICTIVE PRACTICES**

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

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

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

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


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

The points are awarded as follows:

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points</b>
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 2021/23	Closing date:	05/11/2021	Closing time:	11h00
Description	LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN DRAKENSTEIN MUNICIPALITY				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH</b>					
<b>SUPPLIER INFORMATION</b>					
Name of bidder	Selomy J Ammel				
Postal address	MORN STR. 56				
Street address	GROBYHEUWEL Pannec				
Telephone number	Code	Number			
Cell phone number	073 2456725				
E-mail address	jammels370@gmail.com				
VAT registration number	✓				
Tax compliance status	TCS PIN:	OR	CSD No:	MAAA 073 3137	
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> yes <input type="checkbox"/> no		B-BBEE status level sworn affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input type="checkbox"/> Yes <input checked="" 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 1144390	
Signature of bidder			Date	4/11/2021	
Capacity under which this bid is signed					
<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>					
Contact person	Quinton Balie				
Telephone number	021 807 3209				
E-mail address	quinton@capewineland.gov.za				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED</b>					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewineland.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](http://www.sars.gov.za).
- 2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

Signature(s):

Name(s):

Capacity for the Tenderer:

*James Jerome James*  
Owner

# F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

## 1. INTRODUCTION

The Cape Winelands District Municipality invites tenders from contractors to clear invasive alien plant species in Drakenstein Municipality.

## 2. PURPOSE OF THE TENDER

The Cape Winelands District Invasive Alien Clearing Programme has the following objectives:

- a. To clear municipal property from invasive alien plant species. The National Environmental Management Biodiversity Act (10 of 2004) prescribes that a landowner must clear his/her property from invasive alien plant species. The CWDM as a sphere of government do not clear private land, only municipal land. Drakenstein Municipality, through a consultation process, framed in the Draft Cape Winelands Invasive Alien Plant Coordination Framework communicated their priorities (refer to 2. Scope of Work).
- b. To conserve biodiversity and water. The project sites are of biodiversity conservation significance and falls in the Bergriver Catchment that provide water to urban settlements in the Drakenstein municipal area.
- c. To create work opportunities as part of the Environmental Sector Expanded Public Works Programme (EPWP).

## 3. SCOPE OF WORK

The successful bidders must clear the following 22 project sites located in Drakenstein municipal area:

DM 1 2021
DM 2 2021
DM 3 2021
DM 4 2021
DM 5 2021
DM 6 2021
DM 7 2021
DM 8 2021
DM 9 2021
DM 10 2021
DM 11 2021
DM 12 2021
DM 13 2021
DM 14 2021
DM 15 2021
DM 16 2021
DM 17 2021
DM 18 2021
DM 19 2021
DM 20 2021
DM 21 2021
DM 22 2021

Colour copies of maps and site specifications that includes types of species, densities and “under foot” conditions will be provided in hard copy format or via e-mail prior to the submission of the tenders.

A non-compulsory site meeting will take place to discuss the site specifications of the 22 project sites. Refer to the date of the non-compulsory site meeting on page 3.

#### 4. EVALUATION CRITERIA

- 4.1 The CWDM reserves the right to award to multiple bidders or a single bidder; to perform invasive alien clearing.
- 4.2 This bid will be evaluated on functionality and bidders are required to submit evidence that demonstrate their experience in respect of providing the typical services in order to obtain relevant points during the functionality evaluation process.
- 4.3 All bids received shall be evaluated in terms of the Municipal Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act no 5 of 2000 and the Preferential Procurement Regulations of 2017.
- 4.4 This bid will be evaluated on functionality and bidders are required to submit evidence that demonstrate their experience in respect of providing the typical services in order to obtain relevant points during the functionality evaluation process.
- 4.5 The description of the functionality criteria and the maximum number of bid evaluation points allocated to each criterion is shown in the table on pages 32-34. The total minimum qualifying score for functionality is 15 out of 30
- 4.6 Bidders must complete “Returnable Schedules”.

**Schedule A:** Experience of Entity.

**Schedule B:** Experience of Supervisor or Contracted Project Team Member.

**Schedule C:** Qualification of Supervisor or Contracted Project Team Member

A	ENTITY'S EXPERIENCE (MAX 10 points)	POINTS	SCORE
A1	Entity's involvement as a service provider for: Municipal / Working for Water / Department of Agriculture Landcare / Cape Nature Alien Clearing or similar and related projects. <b>NB! Please complete Returnable <u>Schedule A</u> and attach full particulars and evidence.</b>  <b>Attach a company profile with contracting team names and reference or appointment letters.</b>  <b>[1 project = 1 project site cleared/completed]</b>	<b>Max = 10</b>	
-	At 10 and more successfully completed by the entity	<b>10</b>	
-	At least 6 to 9 projects successfully completed by the entity	<b>8</b>	
-	At least 1 to 5 successfully completed by the entity	<b>5</b>	
-	No projects successfully completed by the entity	<b>1</b>	
B	SUPERVISOR' OR CONTRACTED PROJECT TEAM MEMBER'S EXPERIENCE (MAX 10 points)	POINTS	SCORE
B1	Supervisor's or contracted team member's involvement in: Municipal / Working for Water / Department of Agriculture Landcare / Cape Nature Alien Clearing or similar and related projects	<b>Max = 10</b>	

	<b>NB! Please complete Returnable Schedule B and attach full particulars and evidence. The evidence can be in the form of a contract with a previous employer or client or a certified timesheet of an alien clearing project.</b>		
	<b>[1 project = 1 project site cleared/completed]</b>	<b>10</b>	
-	At least 5 successfully completed projects	<b>8</b>	
-	At least 2 to 4 successfully completed projects	<b>5</b>	
-	At least 1 successfully completed project	<b>1</b>	
-	No relevant experience	<b>10</b>	
<b>C</b>	<b>SUPERVISOR OR CONTRACTED PROJECT TEAM MEMBER QUALIFICATION (MAX 10 points)</b>		
	Supervisor's or contracted team member's involvement in: Municipal / Working for Water / Department of Agriculture Landcare / Cape Nature Alien Clearing or similar and related projects <b>NB! Please complete Returnable Schedule C and attach full particulars and evidence. The evidence must be in the form of certified training certificates. The relevant qualifications are the following training certificates.</b> 1. Chainsaw Operator 2. Herbicide Application 3. First Aid.		
-	Relevant qualification in all 3 qualification fields (chainsaw operator, herbicide application and first aid).	<b>10</b>	
-	Relevant qualification in at least 2 out of the 3 relevant training fields	<b>8</b>	
-	Relevant qualification in at least 1 out of the 3 relevant training fields	<b>5</b>	
-	No relevant qualification	<b>1</b>	
<b>TOTAL SCORE</b>			<b>...../30</b>

## 5. DURATION OF TENDER

- 5.1 The tender will be valid for the period up to 30 June 2022

## 6. PROJECT DELIVERABLES

- 6.1 The deliverables that will be reported on a monthly basis for this project is;

- 6.2 Timeous completion of invasive alien vegetation clearing per site;

- 6.3 Work being done in accordance with the relevant norms and standards applicable to the removal/clearing invasive alien species per site;

## 7. REPORTING

Reporting by the contractor shall be done directly to the Department Community Development and Planning Services of the Cape Winelands District Municipality.

As this is an EPWP project, the CWDM must report work opportunities created to the National Department of Public Works. The format of reporting will be discussed with the successful bidders after appointment.

Enquiries regarding the project can be directed to the following official of the Department:

Mr. Quinton Balie at (021) 807 3209 or 0823775038 or

Contact details as follows:

Department Community Development and Planning Services

**Cape Winelands District Municipality**

PO Box 100 or 194 Main Road

Stellenbosch Paarl

7599 7646

## **8. REMUNERATION**

- 8.1 No advance payments will be made for any reason whatsoever. Payments will be made after completion of project sites, per project site.
- 8.2 The appointed contractor shall comply with the conditions as stipulated for the Expanded Public Works Programme (EPWP) and may not pay his/ her workers less than the prescribed rate for unskilled labour; employment of project beneficiaries shall be determined and aligned to the rate of work as per Working for Water Programme employment standards.
- 8.3 Any fees or remuneration are inclusive of Value Added Tax.



RETURABLE SCHEDULES

SCHEDULE A: EXPERIENCE OF ENTITY

The bidder shall insert in the spaces provided below name and details of the respective client.

Listed projects with invalid or incorrect contact details for the employer and information not supplied in the format as requested below might result in NO eligibility points scored in this regard due to unintentional administrative oversight

Client	Contact Person	Telephone number	Contract Start Date	Contract Completion date
Draken Stein Municipality	Teamy Schoonraad	021 807 5432	OCT 2019	DECEMBER 2019
San B7	VIRGIN JACOBS	042 843 5000	MARCH 2021	MAY 2021
CAPE WILLEMANS D. MUNICIPALITY	QUINTON BARIÉ	021 8073209	APRIL 2010	MAY 2010
CAPE WILLEMANS D MUNICIPALITY	QUINTON BARIÉ	021 8073209	MARCH 2011	APRIL 2011



RETURNABLE SCHEDULES

SCHEDULE B: EXPERIENCE OF SUPERVISOR OR CONTRACTED PROJECT TEAM MEMBER

The bidder shall insert in the spaces provided below the name and details of the respective supervisor or contracting team member.

Listed projects with invalid or incorrect contact details for the employer and information not supplied in the format as requested below might result in NO eligibility points scored in this regard due to unintentional administrative oversight

SUPERVISOR OR CONTRACTING TEAM MEMBER	NAME	Telephone number	Contract Start Date	Contract Completion date
① CARP NATURAL	NATHALIA GOWARTH ADELAIDE MEDIAN	021 871 553	JAN 2017 JAN 2019	MARCH 2017 MARCH 2019
② CARP NATURAL	ABE WADE MORLAN	021 871 553	JAN 2019	MARCH 2019
③ CARP NATURAL	NEHOLA SWANTS	087 086 297	JAN 2018 NOV 201 JAN 2020	MARCH 2018 APRIL 2019 APRIL 2020
④ CARP NATURAL	NICHOLOS SWANTS	087 086 297	JAN 2019 JAN 2020	MARCH 2019 MARCH 2020
⑤ CARP NATURAL	NICHOLAS SWANTS	071 027 874	JAN 2019 NOV 2020	MARCH 2019 MARCH 2020

RETURNABLE SCHEDULES

**SCHEDULE C: QUALIFICATIONS OF SUPERVISOR OR CONTRACTED PROJECT TEAM MEMBER**

The bidder shall insert in the spaces provided below the training certificates acquired.

Listed projects with invalid or incorrect contact details for the employer and information not supplied in the format as requested below might result in NO eligibility points scored in this regard due to unintentional administrative oversight

SUPERVISOR OR CONTRACTING TEAM MEMBER	NAME	Is the certificate certified and attached
Qualifications:	<p>Training Institute</p>	<p>✓</p>
<p>1. Chainsaw Operator:                      MURRAY SPRING                      BONA STE GRUBBS                      DIANA ZADUKY</p>	<p>Consulting Training &amp; Skills Dev.                      Lead Training Services</p>	<p>✓</p>
<p>2. Herbicide Application:                      CHRISTOPHER ADAMSON                      ANELISA JTD</p>	<p>Consulting Training &amp; Skills Development</p>	<p>✓</p>
<p>3. First Aid:                      JENNIFER                      KASSEM</p>	<p>Consulting Training &amp; Skills Dev.</p>	<p>✓</p>

**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 2021/023: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN DRAKENSTEIN MUNICIPALITY**

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**

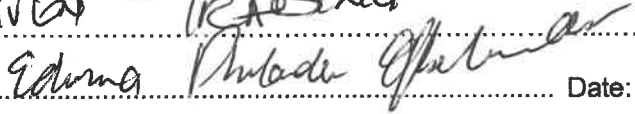
This offer may be accepted by the Cape Winelands District Municipality by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity Stated in the Conditions of Tender, whereupon the bidder becomes the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

Signature(s):  .....

Name(s): Jeremy James .....

Capacity for the Tenderer: OWNER .....

Name of organization: MAISON TRAINING .....

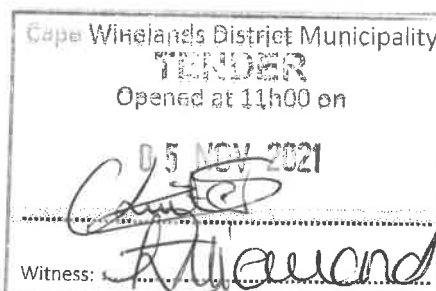
Name and Signature of Witness:  Date: 4/16/2021

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

The financial breakdown must be complete, each cost category must be completed. Failure to provide a complete breakdown with mentioned specifics will lead to disqualification.

Site description: DM 1_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 75 000
2	Transport costs	R 9000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 750
	Sub-total	R 104450
	15% VAT	R /
	Total	R 104450

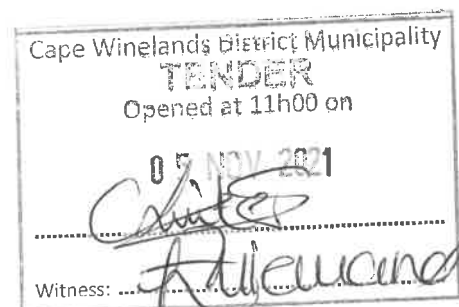
Site description: DM 2_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 75 000
2	Transport costs	R 6000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 750
	Sub-total	R 101450
	15% VAT	R /
	Total	R 101450



Site description: DM 3_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 50 000
2	Transport costs	R 7500
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 500
	Sub-total	R 77700
	15% VAT	R ✓
	Total	R 77700

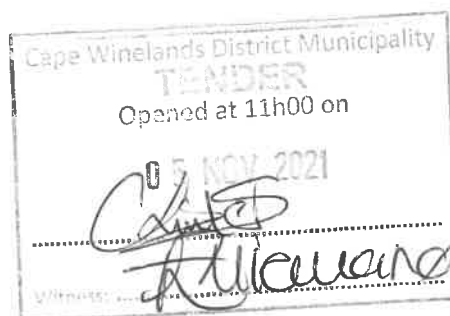
Site description: DM 4_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 50 000
2	Transport costs	R 7500
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 600
	Sub-total	R 58000
	15% VAT	R ✓
	Total	R <del>58000</del>

R 77700



Site description: DM 5_2021		
Item	Description	Amount
1	Cost of work ( <i>daily rate x number of workers x number of working days</i> );	R 50000
2	Transport costs	R 7500
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 500
	Sub-total	R 77700
	15% VAT	R
	Total	R 77700

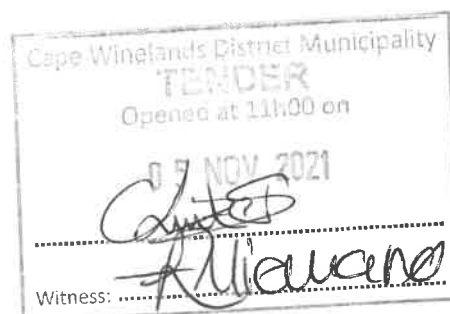
Site description: DM 6_2021		
Item	Description	Amount
1	Cost of work ( <i>daily rate x number of workers x number of working days</i> );	R 50000
2	Transport costs	R 7500
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 500
	Sub-total	R 77700
	15% VAT	R
	Total	R 77700





Site description: DM 7_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 15000
2	Transport costs	R 5000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 150
	Sub-total	R 100450
	15% VAT	R
	Total	R 100450

Site description: DM 8_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 140 000
2	Transport costs	R 5000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 400
	Sub-total	R 65100
	15% VAT	R
	Total	R 65100



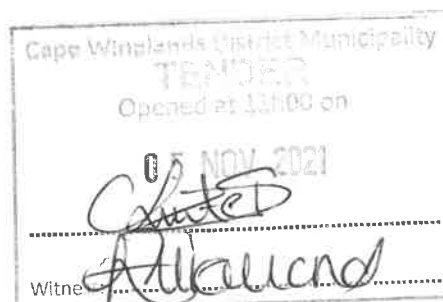
Site description: DM 9_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 40 000
2	Transport costs	R 2000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 400
	Sub-total	R 62100
	15% VAT	R
	Total	R 62100

Site description: DM 10_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 60 000
2	Transport costs	R 5000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 600
	Sub-total	R 85300
	15% VAT	R
	Total	R 85300

Cape Winelands District Municipality  
**TENDER**  
 Opened at 11h00 on  
 05 NOV 2021  
 \_\_\_\_\_  
 Witness: \_\_\_\_\_

1	working days);	R 50000
2	Transport costs	R 5000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 500
	Sub-total	R 75200
	15% VAT	R
	Total	R 75200

Site description: DM 12_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 40 000
2	Transport costs	R 3000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19700
8	Unemployment insurance fund (UIF) costs	R 400
	Sub-total	R 63100
	15% VAT	R
	Total	R 63100



Site description: DM 13_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 50 000
2	Transport costs	R 5 000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 19 700
8	Unemployment insurance fund (UIF) costs	R 500
	Sub-total	R 75 200
	15% VAT	R
	Total	R 75 200

Site description: DM 14_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 8 000
2	Transport costs	R 400
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 2 150
8	Unemployment insurance fund (UIF) costs	R 80
	Sub-total	R 11 230
	15% VAT	R
	Total	R 11 230



Site description: DM 15_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 4000
2	Transport costs	R 400
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 3600
8	Unemployment insurance fund (UIF) costs	R 40
	Sub-total	R 8040
	15% VAT	R
	Total	R 8040

Site description: DM 16_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 0 000
2	Transport costs	R 000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 2000
8	Unemployment insurance fund (UIF) costs	R 100
	Sub-total	R 3100
	15% VAT	R
	Total	R 3100



Site description: DM 17_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 18 000
2	Transport costs	R 2000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 2500
8	Unemployment insurance fund (UIF) costs	R 180
	Sub-total	R 22680
	15% VAT	R
	Total	R 22680

Site description: DM 18_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 4000
2	Transport costs	R 400
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 2500
8	Unemployment insurance fund (UIF) costs	R 40
	Sub-total	R 6940
	15% VAT	R
	Total	R 6940

Cape Winelands District Municipality  
**TENDER**  
 Opened at 11h00 on  
 05 NOV 2021  
 \_\_\_\_\_  
 Witness: \_\_\_\_\_

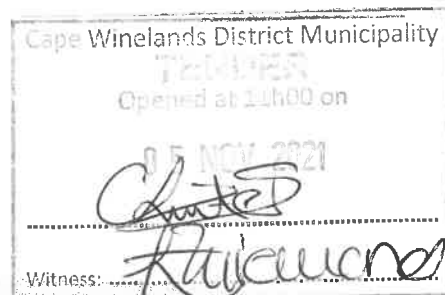
Site description: DM 19_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 5000
2	Transport costs	R 600
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 1500
8	Unemployment insurance fund (UIF) costs	R 50
	Sub-total	R 7150
	15% VAT	R
	Total	R 7150

Site description: DM 20_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 4000
2	Transport costs	R 600
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 2400
8	Unemployment insurance fund (UIF) costs	R 40
	Sub-total	R 7040
	15% VAT	R
	Total	R 7040



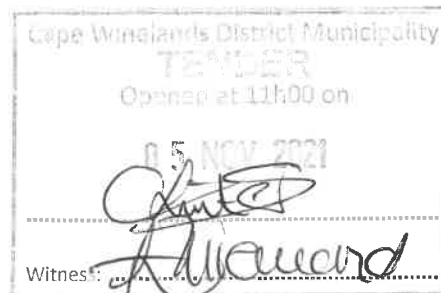
Site description: DM 21_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 5000
2	Transport costs	R 2000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 1500
8	Unemployment insurance fund (UIF) costs	R 50
Sub-total		R 8550
15% VAT		R
Total		R 8550

Site description: DM 22_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 9000
2	Transport costs	R 1000
3	Herbicide costs	R 0
4	Tools and equipment costs	R 0
5	Personal protective equipment	R 0
6	Administration	R 0
7	Total profit/capital build-up	R 2500
8	Unemployment insurance fund (UIF) costs	R 90
Sub-total		R 12590
15% VAT		R
Total		R 12590





TOTAL COSTS		
Item	Description	Amount
1	DM 1_2021	R 104 450
2	DM 2_2021	R 101 450
3	DM 3_2021	R 77 700
4	DM 4_2021	R 77 700
5	DM 5_2021	R 77 700
6	DM 6_2021	R 77 700
7	DM 7_2021	R 104 450
8	DM 8_2021	R 65 100
9	DM 9_2021	R 62 100
10	DM 10_2021	R 85 300
11	DM 11_2021	R 75 200
12	DM 12_2021	R 63 100
13	DM 13_2021	R 75 100
14	DM 14_2021	R 11 250
15	DM 15_2021	R 80 400
16	DM 16_2021	R 13 100
17	DM 17_2021	R 22 680
18	DM 18_2021	R 6 940
19	DM 19_2021	R 7 150
20	DM 20_2021	R 7 040
21	DM 21_2021	R 8 550
22	DM 22_2021	R 12 590
Total		R 1 144 390




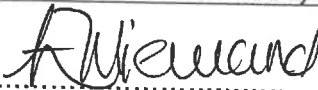
## H. ACCEPTANCE

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

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

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

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

<b>ACCEPTANCE (to be completed by the Cape Winelands District Municipality)</b>	
<b>T 2021/023: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN DRAKENSTEIN MUNICIPALITY</b>	
 ..... Executive Director: Community Development & Planning Services	25/02/2022 ..... Date
 ..... Me. E Niemand Witness	25/02/2022 ..... Date

# I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			

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

**LWI** 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.

**NBI** 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 inambe 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:  
South African National Accreditation System:  
Independent Regulatory Board of Auditors:

### 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 onregverdigde 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**.

100%

**2.** Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdigde 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 onregverdigde 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)

%

**5.** Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit

Is your business established within the area of jurisdiction of the District Municipality? In / Out  
Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle

In/Ngaphakathi  
 Uit/Out/Ngaphandle

**6.** Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee

Do you make use of local labour (job creation)? Yes / No

Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi

Ja/Yes/Ewe  
 Nee/No/Hayi

## J. DECLARATION OF INTEREST – MBD 4 B

(On behalf of the company and its directors/ members/ trustees/ principle shareholders<sup>2</sup>)

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

3.1	Full Name of bidder or his or her representative	Jerome Samuels
3.2	Identity Number (person submitting this declaration)	7603285185084
3.3	Position occupied in the Company (official/director/trustee/shareholder <sup>2</sup> ):	OWNER
3.4	Company Registration Number	✓
3.5	Tax Reference Number	3091859147
3.6	VAT Registration Number	✓
3.7	The names of all directors/ members/ trustees/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below	

3.8	Are you or any director/ member/ trustee/ principle shareholder presently in the service of the state?	Yes	<input checked="" type="checkbox"/> No
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:	✓		
Organ of State:		Position:	

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

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

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

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

	by director/ member/ trustee/ principle shareholder er for Tender Defaulters in terms of section 29 of the mbating of Corrupt Activities Act (No 12 of 2004)?	Yes	No
	furnish particulars.		

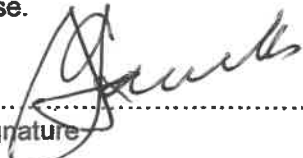
3.16	Was the supplier or any director/ member/ trustee/ principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
3.16.1	If yes, furnish particulars.		

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	No
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 most current accounts/statements and/or proof of any arrangement to be submitted every three months – provide individual information in the schedule under par. 4.		

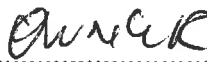
3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
3.18.1	If yes, furnish particulars.		

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

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

  
 Signature

14/4/2021  
 Date

  
 Capacity of Signatory

  
 Name of Bidder/Company/CC Name

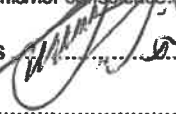
<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

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

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

**Commissioner of Oaths**

Signed and sworn to before me at Paarl East on this the 04 day of November 2021 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths 

Position: Paarl East

Address: Paarl

Tel: 021 877 5900

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

PAARL OOS  
 CDS  
 04 NOV 2021  
 CSC  
 PAARL EAST  
 SOUTH AFRICAN POLICE SERVICE



## CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

as Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

T2021/023 J.A.P. CLINICAL IN DRACKENSTEIN  
.....  
(Bid Number and Description)

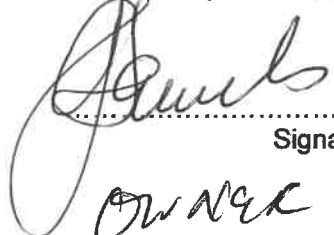

in response to the invitation for the bid made by: CAPE WINELANDS DISTRICT MUNICIPALITY do hereby make the following statements that I certify to be true and complete in every respect:

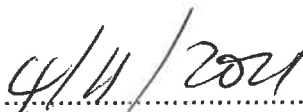

I certify, on behalf of: Samuel Samuels ..... that:

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

  
 .....  
 Signature  
  
  
 .....  
 Position

  
 .....  
 Date  
  
  
 .....  
 Name of Bidder

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

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

Economic Empowerment Act;

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE PREFERENCE POINT SYSTEM

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

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

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = 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: = ... (maximum of 20 points)

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

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

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

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

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

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

8.1 Name of company/firm: *Sukony Samuel*

8.2 VAT registration number: \_\_\_\_\_

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**

*Horticultural*

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: DRAKENSTEIN

Registered Account Number: \_\_\_\_\_

Stand Number: \_\_\_\_\_

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

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

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

Signature of Bidders: [Signature]

DATE: 4/11/2021

ADDRESS: MOUW STR 56 GROENTHEUWER

WITNESSES:

1. [Signature]

2. [Signature]

**M. 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)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... 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.


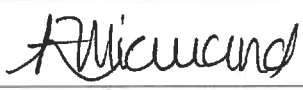

Name Sherony James  
 Capacity OWNER  
 Signature [Signature]  
 Company name MAIVEN TRADING  
 Date 14/11/2021  
 Witness 1 [Signature] Date 14/11/2021  
 Witness 2 [Signature] Date 14/11/2021

**PART 2 - RENDERING OF SERVICES**

1. I, **Pietie Williams** in my capacity as **Executive Director Community Development** accept your bid under reference number **T 2021/023** dated **05/11/2021** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<b>Tender/ Quotation number:</b>	<b>T 2021/023: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN DRAKENSTEIN MUNICIPALITY</b>
<b>Awarded to:</b>	JR Samuels T/a Maiven Trading
<b>Delivery Period</b>	Period ending 30 June 2022
<b>B-BBEE Status level of contribution</b>	1
<b>Minimum threshold for Local Production and Content</b>	Not applicable
<b>Price including VAT</b>	Various prices

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

<b>Name</b>	Pietie Williams	
<b>Signature</b>		25/02/2022
<b>Witness 1</b>		25/02/2022
<b>Witness 2</b>		25/02/2022

**PART 2 - RENDERING OF SERVICES**




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

**DECLARATION:**

I, the undersigned (name) .....  
 Certify that the information furnished above is correct. I accept that the state may act against me  
 should this declaration prove to be false.

*Seremy Samuels*

*[Signature]*

Signature

*4/4/2021*

Date

*OWNER*

Position

*Seremy Samuels*

Name of Bidder

**O. AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize Mr/Ms Sacomp Smith  
acting in his/her capacity as OWNER  
of the business trading as MAVEN TRADING  
to sign all documentation in connection with Tender Trouters

Name of members / directors	Signature	Date

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

**P. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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 ( ) and can be accessed by clicking on its link at the bottom of the home page.</p>		X
4.1.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website ( ) by clicking on its link at the bottom of the home page.</p>		X
4.2.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>		X
4.3.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		

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

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) Jeremy James 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]  
Signature  
Owner  
Position

4/4/2021  
Date  
Jeremy James the Maker  
Name of Bidder  
TERING



## R. COMPULSORY DOCUMENTATION / CHECKLIST

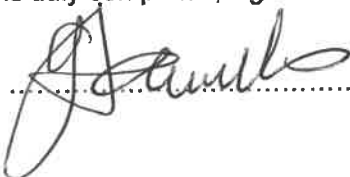
PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

<b>Form G - Form of offer</b> Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form J – Declaration of Interest (MBD4)</b> Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form K – Certificate of Independent Bid Determination (MBD 9)</b> Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form L – Preference Points Claim – (MBD 6.1)</b> Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form M – Municipal Rates and services</b> Is a certified copy of the <u>bidder's and those of its director's</u> municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form N – Authority for Signatory</b> Is the form duly completed and is a certified copy of the resolution attached?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form O – Declaration of Past Supply Chain Practices (MBD 8)</b> Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
<b>Tax Clearance Certificate</b> Is an original certificate attached?	Yes	<input checked="" type="checkbox"/>	No	
<b>Additional documents applicable to this specific tender:</b>				
<b>Compensation for Occupational Injury and Diseases Act</b> Is the letter of Good Standing attached?	Yes	<input checked="" type="checkbox"/>	No	

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

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

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

Signature: 

Date: 24/11/2024

## S. 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	DRAKENSTEIN MUN.
Description of project	ALIEN CLEARING
Contact person name	JEREMY SCHOONRAAD
Contact person telephone number	021 807 3451
Value of project	R119 750

Company Name	JACBI
Description of project	ALIEN CLEARING
Contact person name	VIRGIL JACOBS
Contact person telephone number	
Value of project	R102 820

Company Name	CAPENWEE LANDS D.M
Description of project	ALIEN CLEARING
Contact person name	QUINTON BAILE
Contact person telephone number	021 807 3209
Value of project	R61500

Company Name	CAPENWEE LANDS D.M
Description of project	ALIEN CLEARING
Contact person name	QUINTON BAILE
Contact person telephone number	021 807 3209
Value of project	R02100

**ALIEN CLEARING TENDERS IN CAPEWINELANDS DISTRICT MUNICIPALITY:**

**CONTENTS:**

**1. BUSSINES PROFILE**

**2. TAX CLEARNCE PIN/CERTIFICATE**

**3. COIDA LETTER OF GOOD STANDING**

**4. BEE SWORN AFFADAVIT.**

**5 AFFADAVIT RELATING TO MUNICIPAL RATES AND TAXES.**

**6. PURCHASE ORDERS/APPOINTMENT LETTERS**

**7. CERTIFIED CERTIFICATES AND QUALIFICATIONS**

**8. TEAM MEMBERS.**





# MAIVEN

TRADING

## COMPANY PROFILE

FIREBREAKS  
ALIEN CLEARING  
FIREFIGHTING  
GARDEN MAINETENACE  
SUPPLY AND DELIVERY OF PALLETS

[jsamuels370@gmail.com](mailto:jsamuels370@gmail.com)

## COMPANY DETAILS

Company Name	-	MAIVEN TRADING
Business Number	-	0732456725/0730341960
Business Address	-	56 MOZARTSTREET GROENHEUWEL PAARL
Contact Person	-	JEREMY SAMUELS
Contact Number	-	0732456725
Email Address	-	jsamuels370@gmail.com

## COMPANY OVERVIEW

MAIVEN TRADING is a South African based company established in the year 2007. The company was formed with two members as a close corporation, but operating as a sole proprietor.

Being an African man he realized there are opportunities to avail herself of in the Black Economic Empowerment structures of the country.

He is a determined person who has made a success of his business. He has obtained health and safety, alien plant identification, basic fire fighting certificates.

He is a strong sense of accountability, working for himself, making firebreaks, clearing alien plants combating veldfires.

## VISION

To become a well-recognized brand in the services we offer and to continually improve our services.

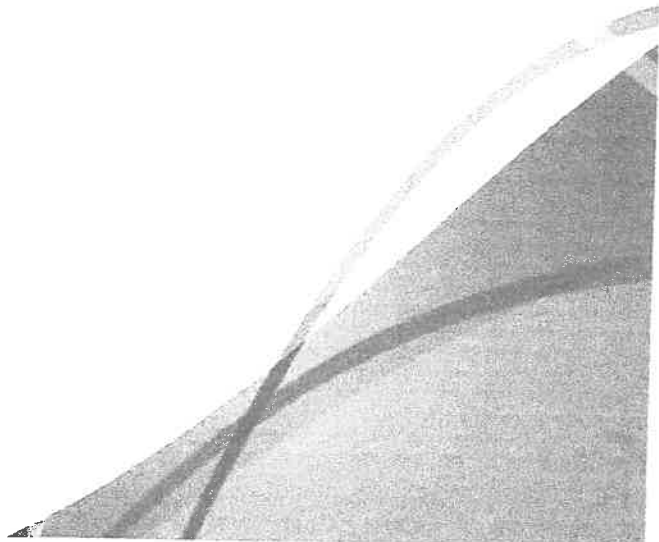
## MISSION

To be the role player in the industry

To be leaders in excellent service delivery

To be employment creators for the greater public

To ensure maximum growth and service improvement



## **CORE VALUES**

**Trust**

**Integrity**

**Reliability & flexibility**

**Authenticity, delivery**

**Delivering value to our clients is our driving force, as a BEE company our triumphs lies within our clients**

## **MOTTO**

***FIRST TIME RIGHT***

**We pride ourselves in that, what we do: we do best, on time and at reasonable prices.**

## **MAIN SERVICES**

**The Main Services Rendered By The Close Corporation Are:**

- 1. Creating firebreaks**
- 2. Eridacate alien plants**
- 3. firefighting**
- 4. Assist in veldfires**
- 5. Assist in veldfires**
- 6. pallet manufacturing**
- 7. Garden maintenance**

## **MANAGEMENT STRUCTURE**

**The company is being managed by the sole member and the Operational Manager who are jointly responsible for the staff and tendering of services.**

## **OWNERSHIP EQUITY**

**MAIVEN TRADING is fully black empowered and is owned 100% by JEREMY RANDALL SAMUELS.**



He only employs previously disadvantaged people and shares her profits with her staff indirectly by paying them higher salaries.

### **GEOGRAPHICAL REPRESENTATION**

**MAIVEN TRADING** supplies services across the Western Cape Province.

### **MANAGEMENT**

The sole member currently carries out management and marketing functions. He believes that fellow member(s) of the previously disadvantaged groups should be offered opportunities to grow. To this end only these persons will be employed and employees will be encouraged to further their experience and training through the services rendered by the bussines.

### **MARKETING AND SALES**

The sole member carries out most of the marketing & sales functions.



Currently the target market is private landowners, all spheres of government and local businesses. These concerns are opened to Black Empowerment Enterprises and in particular if they are owned and managed by someone with expertise.. These concerns publish public tenders, which are mostly freely available.

## SUPPLIES

Products will be sourced and purchased in the operational areas in order to support local businesses. Preference will be given to fellow black empowered enterprises as far as possible. Despite the aforementioned, quality and price is not compromised and other suppliers will be approached to ensure the best is provided to clients.

## FINANCE

The company has sourced out financial and admin functions to a local bookkeeping company.-  
who will do this on a daily basis for the business.

## THREATS

Competition is rife in the business segment MAIVEN TRADING operates in. However, due to the nature of business and its target market the competition is not seen as a major threat.

## CONCLUSION

It is the intention of the sole member to make this business grow into a business which will contribute to the community she serves, to empower fellow South Africans and assist and encourage the youth.

DRakenstein municipality  
SANBI  
Capewinelands  
Paardeberg Timbers  
EBKT construction

Mr J.Schoonraad  
Mr V.Jacobs  
Mr Q Balie  
Mr E debruin  
Mr B.Erasmus

0218075421  
0128435000  
0218073209  
0837163366  
0748457875



## TAX COMPLIANCE STATUS

### PIN Issued

JR SAMUELS  
56 MOZART STREET  
GREENHILLS  
PAARL  
7646

#### Enquiries should be addressed to SARS:

SARS Contact Centre Tel: 0800 00 SARS (7277)  
Alberton SARS online: www.sars.gov.za  
1528

Taxpayer Reference Number: 3791859147  
Issue Date: 2021/07/22

Always quote this reference number when contacting SARS

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	Jeromy Randall Samuels
Trading Name	Not applicable
Tax Reference Number(s)	IT - 3791859147
Purpose of Request	Tender
Request Reference Number	0023907531TS2207211412228
PIN	86F6A5C224
PIN Expiry Date	22/07/2022

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**

Name: JR SAMUELS  
Tax reference No: 3791859147  
Form ID: RFDTC  
Content Version: v2013.01.01  
Timestamp: 1762486  
Year: 2021  
Page of Page: 01/01  
Template version: v2013.01.01



2020070050



labour

Department  
Labour  
REPUBLIC OF SOUTH AFRICA

CALL CENTER NO: 0860 105 350

REG NO : 990001198363  
FAX NO : 0123456789  
ISSUE DATE : 2021-05-27  
CERTIFICATE NO : 2020070050

**MAIVEN TRADING**  
**PO BOX 7646**  
**PAARL**

**LETTER OF GOOD STANDING**

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

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

**MAIVEN TRADING**

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

**Nature of business :WOODWORKS, ALIEN PLANT REMOVAL, TREE FELLING, BOAT MNFR**

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

**IMPORTANT NOTICE:**

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

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

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

Yours faithfully

COMPENSATION COMMISSIONER

W.As. 48

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

Compensation Fund  
REPUBLIC OF SOUTH AFRICA

PAARL-EAST: AFFIDAVIT

I, JEROMY RANDALL SAMUELS state under oath in English :

I am an adult / ~~underaged~~ male/ female, 45 years of age.

Date of Birth / ID No. / Persalno 7603285188084 Residing at MOZART STREET 56 PAARL-EAST Tel. Number : 0732456725

Occupation \_\_\_\_\_ at \_\_\_\_\_ Tel. Number : \_\_\_\_\_

THAT I DON'T OWN & ANY LEASE OR PROPERTY IN DRAKENSTEIN DRAKENSTEIN MUNICIPALITY. THAT IS ALL I WISH TO STATE UNDER OATH.

I know and understand the contents of this statement.

I have no objection to taking the prescribed oath.

I consider the prescribed oath binding on my conscience.

I swear that the contents of this statement are true " So help me God"

Date : 2021-10-20

6 Samuels  
Signature of deponent

I certify that the abovementioned statement was taken by me and that the deponent has acknowledge that he/she knows and understand the contents of the statement. This statement has been signed and sworn in my presence at Paarl East on \_\_\_\_\_ at \_\_\_\_\_

PAARL OOS  
CBS  
20 OCT 2021  
CSC  
PAARL EAST  
SOUTH AFRICAN POLICE SERVICE

07:50  
TRIGOS F  
DRAGAN S  
Signature: Commissioner of Oath  
Adrian S  
(Full Name and Surname)  
CST

Rank





# DRAKENSTEIN

Enquiries: AMANDA SWART / NAZLEY LATEGAN  
Contact number: 021 – 807 4629 / 021- 807 6246  
Reference: SERVICES: DIC0029074)  
Date: 17 October 2019

JEREMY SAMUELS T/A MAIVEN TRADING  
56 MOZART STREET  
GROENHEUWEL  
PAARL  
7646

**ATTENTION: JEREMY SAMUELS**

**FORMAL WRITTEN PRICE QUOTATION: CLEANING OF PALMIET RIVER EAST OF VAN DER STEL STREET.**

Your submission with regards to the formal written price quotation invitation as stated above, has reference.


We have the pleasure to inform you that your offer has been accepted,

Description	Price (VAT INCL)
Cleaning of Palmiet river east of Van der stel street.	R119 579-76

For any further enquiries, please contact Amanda Swart or Larry Koekemoer.

We look forward to doing business with your company.

Yours faithfully

  
HG VERGOTINE 14.10.21  
MANAGER: SUPPLY CHAIN MANAGEMENT



South African National Biodiversity Institute

REF: SANBI: Q7046/2020  
Enq: Ms R Modiba  
Tel: 012 843 5332  
Email:

ATTENTION: Jeromy Samuels

Jeromy Samuels T/A Maiven Trading  
MAAA0733137  
Mozartstreet 56  
Groenheuvel  
Western Cape  
Paarl  
7646

Tel: 078 8244 846

E-mail:

Dear Jeromy Samuels

**BID NO: SANBI: Q7046/2020: The South African National Biodiversity Institute requires the service provider to conduct Clearing of Invasive Alien Plants: Acacia Implexa and Melaleuca parvistaminea in Tulbagh and Wolseley, Western Cape.**

**Bid Price of: R 102 309.52 including vat**

Your bid dated 10 December 2020 has been accepted subject to all the conditions and terms embodied in the relevant official quote documents.

Please send a confirmation letter for accepting the offer and a declaration of interest to the above mentioned E-mail address.

Yours sincerely

  
Ms Z Cele  
Deputy Director: SCM

Date: 17.02.2021

---

South African National Biodiversity Institute  
Private Bag X101, Pretoria, 0001, RSA  
2 Cussonia Avenue, Brummeria, Pretoria  
Tel (012) 843-5000 • Fax (012) 804-3211 •

Local Authority : WYNL  
 Creditor No. : 000314  
 Order Progress : All Orders

CAPE WINELANDS DISTRICT MUN. L  
 MAIVEN TRADING

Order No.	Ln	Date	Prog	Cost Code	Quantity	Value
328521	1	16/05/2007	9	113610410	0.000 -	0.00
Description : FELLING OF TREES						
329901	1	02/07/2007	4	113610410	3.000 -	19750.00
Description : FELLING OF TREES						
336996	1	18/02/2008	4	570030231	1.000 -	24000.00
Description : CUTTING & UPGRADING OF TREES NIEWEDRIFT						
346309	1	11/11/2008	4	116201000	1.000 -	23900.00
Description : FIRE BREAK - 1050M - BOSCHENDAL						
358357	1	20/10/2009	9	116201031	0.000 -	0.00
Description : FIREBREAK AT STELLENBOSCH :Q2009/368						
358573	1	27/10/2009	9	116201031	0.000 -	0.00
Description : FIREBREAK :PA HAMLET: Q2009/366						
358573	2	14/12/2009	4	116201031	0.500 -	69000.00
Description : FIREBREAK :PA HAMLET: Q2009/366						
358573	3	16/03/2010	4	116201031	0.400 -	46000.00
Description : FIREBREAK :PA HAMLET: Q2009/366						
358574	1	27/10/2009	4	116201031	1.330 -	95600.00
Description : FIREBREAK : MTO & CAPE NATURE : Q2009/365						
358574	2	25/11/2009	4	116201031	1.000 -	71700.00
Description : FIREBREAK : MTO & CAPE NATURE : Q2009/365						
367966	1	28/07/2010	4	115225140	1.000 -	65100.00
Description : CLEANING INVANSIVE ALIEN PLANTS :Q2010/443						
376737	1	29/03/2011	4	115225140	1.000 -	62100.00
Description : LABOUR INTENSIVE CLEARING : NEKKIES WETLANDS A :BR						
3583571	1	14/04/2010	4	116201031	0.500 -	29950.00
Description : FIREBREAK AT STELLENBOSCH: Q2009/368						
3583571	2	13/04/2010	4	116201031	0.500 -	29950.00
Description : FIREBREAK AT STELLENBOSCH: Q2009/368						

Total :

537050.00

\* End of Report: Boland District Municipality \*



# COALITION TRAINING & SKILLS DEVELOPMENT

04 NOV 2021

PAARL EAST

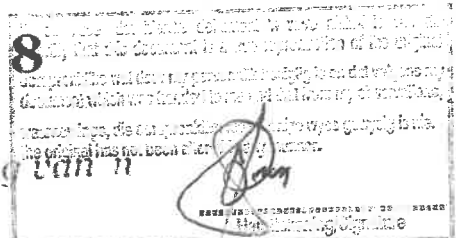
SOUTH AFRICAN POLICE SERVICE

*Toegeken aan:*

*Awarded to:*

## Jonathan John Kassiem

I.D. 751001 5274 08 8



*Vir suksesvolle voltooiing van 'n  
kursus in:  
For successfully completing a course  
in:*

### FIRST AID LEVEL 1 NOODHULP VLAK 1

Unit Standard: 119567-NQF 1-Credits 5  
Eenheidstandaarde: *Perform basic life support and first aid procedures.*

**06 September 2019**

*Datum van Uitreiking  
Date issued*

**06 September 2022**

*Vervaldatum  
Expiry Date*



*[Signature]*  
ETD Manager



TRAINING PROVIDED WITH THE OBJECTIVE OF DRIVING THE ECONOMY

REG 2005/123902/23

ACCREDITED TRAINING PROVIDER  
 REGISTERED WITH THE DEPARTMENT OF LABOUR  
 IN ACCORDANCE WITH THE NATIONAL HEALTH & SAFETY ACT 85 OF 1993, AND  
 IN ACCORDANCE WITH THE MINISTRY REGULATIONS 18(11)

## CERTIFICATE OF TRAINING

THIS CERTIFICATE IS VALID FOR 2 YEARS FROM THE DATE OF ISSUE

TO CERTIFY THAT

**NGWENYA MICHEL SPHWE**

**ID: 9108285904084**

HAS SUCCESSFULLY COMPLETED A TRAINING COURSE ON

**CHAINSAW OPERATOR**

DATE OF ISSUE 26/07/2020

EXPIRY DATE 26/07/2022

TETA-ACCR-07/138. SAQA 0160/05

**THIS CERTIFICATE IS VALID FOR A PERIOD OF TWO YEARS FROM THE DATE OF ISSUE  
 AND IS ISSUED WITHOUT ALTERATIONS**

SUID-AFRIKAANSE POLISIEDIENS PAARLOOS GDS 04 NOV 2021 CSC PAARLEAST SOUTH AFRICAN POLICE SERVICE
--

THIS CERTIFICATE IS VALID FOR 2 YEARS FROM THE DATE OF ISSUE AND IS ISSUED WITHOUT ALTERATIONS

REGISTERED TRAINING PROVIDER

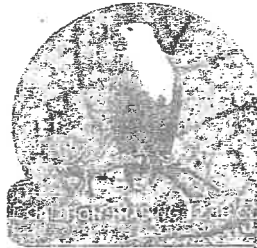
*(Signature)*

*(Signature)*  
 REPRESENTATIVE

*(Signature)*  
 TRAINING DIRECTOR

CERTIFICATE No. 119400

COMMUNITY SERVICES CENTRE  
 2021-01-15



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

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HANDTEKENING / SIGNATURE: *[Signature]*  
 RANG: *[Rank]*  
 NAGWOMMER: *[Name]*  
 NIESE NIESE: *[Name]*

**COALITION TRAINING & SKILLS DEVELOPMENT**

**CERTIFICATE OF ATTENDANCE**

*Sertifikaat van Bywoning*

Toegeken aan:

Awarded to:

**Bernadette Zelma Swarts**

I.D. 900410 0279 08 5

*Vir bywoning van 'n kursus in:  
 For attendance of a course in:*

**CHAINSAW OPERATOR  
 REFRESHER COURSE**

**Kragsaag Operateur  
 Opknappkursus**

**US: 117062 /123233**

**Fell trees with a chainsaw using the standard  
 technique and felling levers  
 Cut felled timber using a chainsaw and maintain  
 chainsaw**

07-11 March 2019

Kursus Datum / Course Date

*[Signature]*

ETD Manager



Accredited with Forestry Industry SETA  
 Accreditation Number: FPM-222-5-111114



CERTIFICATE NUMBER: CT6869

SUID-AFRIKAANSE POLISIEDIENS  
 PAARL OOS  
 GDS  
 04 NOV 2021  
 CSC  
 PAARL EAST  
 SOUTH AFRICAN POLICE SERVICE

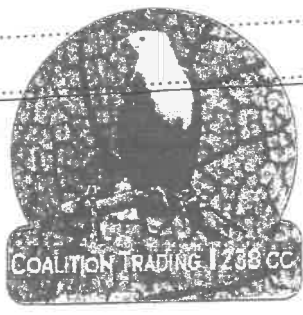
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HANDTEKENING / SIGNATURE: *[Signature]*

4.3 court of law outside the Republic during the past five years?  
If so, furnish particulars:  
4.3.1

T 2021/025: BREEDEVALEY INVASIVE PLANTS



# COALITION TRAINING & SKILLS DEVELOPMENT

## CERTIFICATE OF COMPETENCE

### *Sertifikaat van Bevoegdheid*

Toegeken aan:

Awarded to:

**Anelisa Jita**

I.D. 9201051228083

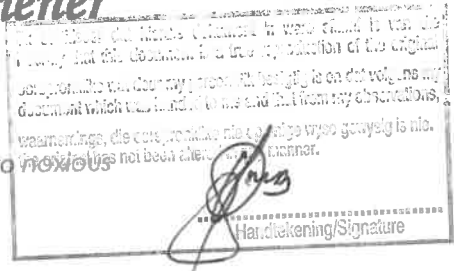


Vir suksesvolle voltooiing van 'n kursus in:  
For successfully completing a course in:

## HERBICIDE APPLICATOR

### *Onkruiddoder Toediener*

Unit Standard: **123134**  
*Eenheidstandaarde:* Apply herbicides to weeds



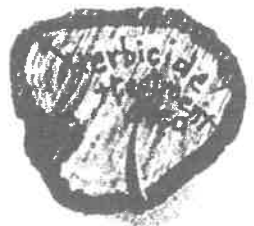
**28 October 2016**  
*Datum van Uitreiking*  
Date issued

**28 October 2019**  
*Vervaldatum*  
Expiry Date

.....  
ETD Manager



Accredited with Forestry Industry SETA  
Accreditation Number: FPM-222-5-111114



CERTIFICATE NUMBER: CT9266



**CERTIFICATION OF DOCUMENTS**

*Certified a true copy of the original document.*  
 or  
 I certify that this document is a true copy of the original which was examined by me and that, from my observations, that there are no indications that the original document has been altered by unauthorised persons.

*[Signature]* **J. VAN DEVENTER**  
 Signature Full Name

COMMISSIONER OF OATHS  
 Designation: Professional Accountant (SA) or officer: Republic of South Africa

Date: 10. 10. 2017  
 Place: Paarl  
 Business Address:  
 (physical address not postal address)

**COALITION TRAINING & SKILLS DEVELOPMENT**

**CERTIFICATE OF COMPETENCE**

**Sertifikaat van Bevoegdheid**

Toegeken aan:

Awarded to:

**Chrishenda Natasja Abrahams**

I.D. **781031 0194 08 4**

*Vir suksesvolle voltooiing van 'n*  
*kursus in:*  
*For successfully completing a course*  
*in:*

04 NOV 2021  
 PAARL OOS GDS  
 CSC  
 PAARL EAST  
 SOUTH AFRICAN POLICE SERVICE

**HERBICIDE APPLICATOR**

**Onkruidodder Toediener**

Unit Standard: **123134**  
 Eenheidstandaarde: **NQF 1**  
 Apply herbicides to noxious weeds

*[Faint text and signature]*

**14 July 2017**

Datum van Uitreiking  
Date issued

**14 July 2020**

Vervaldatum  
Expiry Date

*[Signature]*  
 ETD Manager



Accredited with Forestry Industry SETA  
 Accreditation Number: FPM-222-5-111114



CERTIFICATE NUMBER: **CT10583**





# MAIVEN

TRADING

## WORKERS PROFILE

FIREBREAKS

ALIEN CLEARING

FIREFIGHTING

GARDEN MAINTENANCE

SUPPLY AND DELIVERY OF PALLETS

[jsamuels370@gmail.com](mailto:jsamuels370@gmail.com)

LIST OF WORKERS FOR T 2019/011 IAP CLEARING

ELROY SWARTS	-	9408165149085	MALE
EDWINA PHILANDER	-	8205050131082	FEMALE
NOMYELISA GABRILE	-	9410120813082	FEMALE
ANELISA JITA	-	9201051228083	FEMALE
JONATHAN KASSIEM	-	8811285080083	MALE
CHRISZENDA ABRAHAMS	-	00112406173084	FEMALE
SHUNINE OPPERMAN	-	9509300105088	FEMALE
BERNADETTE SWARTS	-	9004100279085	MALE
NGWENYA SPHIWE	-	9511135189089	MALE
OLWETHO BABE	-	9212041000086	FEMALE

ADDITIONAL MEMBERS

CALWIN WILLIAMS - HERBICIDE / FIRST AID  
 ELONUDIO FERREIRA - FIRST AID  
 ANNELINE MUIR - HERBICIST  
 PHILLIE ZADUKA - CHAIRMAN  
 ANDRE PLEINER - INVADER SPECIES ID