



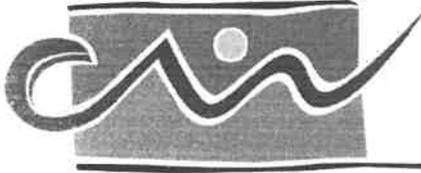
### ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

- 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. Q 2021/025: SUPPLY AND DELIVERY OF SANITARY TOWELS
- 12. Q 2021/055 : FACILITATION AND DELIVERING OF AN ADVANCED 4x4 DRIVING AND RECOVERY SKILLS TRAINING PROGRAMME



**CAPE WINELANDS DISTRICT**

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

**TENDER NUMBER: T 2021/026**

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

COMPANY NAME:

Dean Garden and Construction

POSTAL ADDRESS:

22 de Klapmuts str, Pinotage  
Village, Klapmuts  
7625

**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 2021/026**  
**LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN LANGEBERG**  
**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 Langeberg Municipality.

A site meeting will be held at **10h00 on Tuesday, 2 November 2021**. Prospective bidders or nominated representatives may meet the representatives of the Cape Winelands District Municipality at the entrance of the town of McGregor.

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 <http://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**

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

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

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

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

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

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

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

### **2. Validity Period**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11. Evaluation of Tenders**

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

**12. Subcontracting**

The Contractor shall not subcontract the whole of the contract.

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

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

**13. Extension of Contract**

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

**14. Past Practices**

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

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

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

## 15. Persons in the service of the state

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

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

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

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

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

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

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

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

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

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

Bidders other than EMEs

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

Bidders who qualify as EMEs

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

## VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**IN ORDER TO BE AWARDED PREFERENCE POINTS, 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.

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

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

**23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **27. Notices**

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

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

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

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

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

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

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

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

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

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

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

The VAT registration number of the District Municipality is 4700193495.

## **30. Tax Clearance Certificate**

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

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

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

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

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

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

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

### **32. 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 fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

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

## **17. PRICES**

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

## **8. VARIATION ORDERS**

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

## **19. ASSIGNMENT**

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

## **20. SUBCONTRACTS**

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

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

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

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

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

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

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

## **22. PENALTIES**

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

## **23. TERMINATION FOR DEFAULT**

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

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

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

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

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

## **25. FORCE MAJEURE**

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

## **26. TERMINATION FOR INSOLVENCY**

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

## **27. SETTLEMENT OF DISPUTES**

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

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

## **28. LIMITATION OF LIABILITY**

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

## **29. GOVERNING LANGUAGE**

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

## **30. APPLICABLE LAW**

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

## **31. NOTICES**

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

## **32. TAXES AND DUTIES**

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

### **33. TRANSFER OF CONTRACTS**

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

### **34. AMENDMENT OF CONTRACTS**

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

### **35. PROHIBITION OF RESTRICTIVE PRACTICES**

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

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

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

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

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

The points are awarded as follows:

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

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

## E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2021/26	Closing date:	05/11/2021	Closing time:	11h00
Description	LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN LANGEBERG MUNICIPALITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder	Dean Garden And Construction				
Postal address	22 de Clapmuts str, Pindage Village, Klipmuts, 7625				
Street address	22 de Clapmuts str, Pindage Village, Klipmuts				
Telephone number	Code	—		Number	—
Cell phone number	0762581424				
E-mail address	deonklaassen@gmail.com				
VAT registration number	4830279214				
Tax compliance status	TCS PIN:	F86804 F86761E372	OR	CSD No:	MAAA0190896
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no		B-BBEE status level sworn affidavit		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered	1		Total bid price	R 690575-00	
Signature of bidder			Date	2/11/2021	
Capacity under which this bid is signed	director				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Quinton Balie				
Telephone number	021 807 3209				
E-mail address	quinton@capewineland.gov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewineiands.gov.za				

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

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 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):

Dean Klaarfen

Capacity for the Tenderer:

director

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

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### **1. INTRODUCTION**

The Cape Winelands District Municipality invites tenders from contractors to clear invasive alien plant species in Langeberg 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. Langeberg 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 Breederiver Catchment that provide water to urban settlements in the Langeberg 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 8 project sites located in Langeberg municipal area:

LM 1_2021
LM 2_2021
LM 3_2021
LM 4_2021
LM 5_2021
Dassieshoek 1_2021
Dassieshoek 2_2021
Dassieshoek 4_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 8 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

<b>A</b>	<b>ENTITY'S EXPERIENCE (MAX 10 points)</b>	<b>POINTS</b>	<b>SCORE</b>
<b>A1</b>	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>B</b>	<b>SUPERVISOR' OR CONTRACTED PROJECT TEAM MEMBER'S EXPERIENCE (MAX 10 points)</b>	<b>POINTS</b>	<b>SCORE</b>
<b>B1</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 <u>Schedule B</u> 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>Max = 10</b>	
-	At least 5 successfully completed projects	<b>10</b>	
-	At least 2 to 4 successfully completed projects	<b>8</b>	
-	At least 1 successfully completed project	<b>5</b>	
-	No relevant experience	<b>1</b>	
<b>C</b>	<b>SUPERVISOR OR CONTRACTED PROJECT TEAM MEMBER QUALIFICATION (MAX 10 points)</b>	<b>10</b>	
	Supervisor's or contracted team member's involvement in: Municipal / Working for Water / Department of Agriculture Landcare		

	<p>/ Cape Nature Alien Clearing or similar and related projects</p> <p><b>NBI Please complete Returnable Schedule C and attach full particulars and evidence. The evidence must be in the form of certified training certificates. The <u>relevant qualifications</u> are the following training certificates.</b></p> <p><b>1. Chainsaw Operator</b></p> <p><b>2. Herbicide Application</b></p> <p><b>3. First Aid.</b></p>		
-	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>			...../30

## 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 [quinton@capewinelands.gov.za](mailto:quinton@capewinelands.gov.za)

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.

**RETURNABLE 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
Stellenbosch Municipality Openerven cleaning of invasive species & grass cut & veg control	Nompelo Findani	021 8088415 082 7916220	March 2017	April 2017
Stellenbosch Mun. Hiten Vegetation Area C, Falls Grass cut Hiten Veg Stellenbosch Mun New Arbreathune & Hiten Vegetation Hiten Koochelle Munt Koochelle	Nompelo Findani	021 8088415 082 7916220	9 Oct 2017	30 Oct 2017
Stellenbosch Mun. Over Cleaning & Paddy's Kloof	Leon Lourens	0798803086	14 June 2019	30 June 2019

Nitzberg Mun. Alien Vegetation & Clearing Ceres Nature Reserve & Arns Mfred Hamlet	Michelle Klaassen	0716201930	Nov 2020	Dec 2020
Franschhoek Security Estate Alien Invasive Clearing Franschhoek Area.	Adam Cloete	0798844044 0829203835	Jan 2019	Feb 2019
Franschhoek Security Estate. Alien vegetation & Grass Cuts La-Motte.	Adam Cloete	0798844044 0829203835	2 Feb 2021	28 Feb 2021
Sarraf-Majiv Invasive Vegetation Control Albert Philander Rd. Blackheath.	Shorne Arendse	021 9574682 <del>0829</del> <sup>pic</sup> 0736834507	9 Oct 2018	30 Nov 2018
SARAF-MAJIV Invasive Vegetation Control Broadway Blvd, Somerset West	Shorne Arendse	021 957 4682 0736834507	2 NOV 2017	30 NOV 2017
Sarraf Majiv Vegetation Control & Grass Cuts Macassar & Firgrove	Shorne Arendse	021 9574682 0736834507	2 Nov 2017	30 Nov 2017

**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 <i>Tommy Farwin</i>			
Employer/ Client	Contact Person	Telephone number	Contract Start Date	Contract Completion
<i>Stellenbosch Mun. Open Erven Clearing of Invas. species + Grass cult</i>	<i>Nompelo Pindani</i>	<i>021 8088415 082 7916220</i>	<i>March 2017</i>	<i>April 2017</i>
<i>Stellenbosch Mun Alien Vegetation Area C, FA 15 Grass Cult, Alien Veg</i>	<i>Nompelo Pindani</i>	<i>021 8088415 082 7916220</i>	<i>9 Oct 2017</i>	<i>30 Oct 2017</i>
<i>Stellenbosch Mun. New Firebreak line &amp; Alien Vegetation Mont Rochelle</i>	<i>Leon Lavens</i>	<i>0798803086</i>	<i>24 May 2019</i>	<i>30 June 2019</i>
<i>Stellenbosch Mun Alien Clearing at Paradyskloof</i>	<i>Leon Lavens</i>	<i>0798803086</i>	<i>14 June 2019</i>	<i>30 June 2019</i>
<i>Froushoek Security Estate Alien Invasive Clearing at Froushoek Area</i>	<i>Adam Cloete</i>	<i>0798844044 0829203835</i>	<i>2 Feb 2021</i>	<i>28 Feb 2021</i>

**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	Tommy Fortuin	
Qualifications:	Training Institute		Is the certificate certified and attached
1. Chainsaw Operator:	BC landscape Training & Consulting		Yes
2. Herbicide Application:	Franschhoek Estate Security Training Centre		Yes
3. First Aid:	Franschhoek Estate Security Training Centre		Yes

## 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 2021/26: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN BREEDE VALLEY 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**

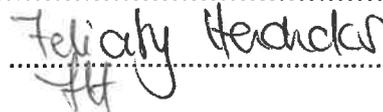
This offer may be accepted by the Cape Winelands District Municipality by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity Stated in the Conditions of Tender, whereupon the bidder becomes the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

Signature(s):  .....

Name(s): Dean Klaassen .....

Capacity for the Tenderer: director .....

Name of organization: Dean Garden And Construction .....

Name and Signature of Witness:  .....

Date: 21/1/21

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: LM 1_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 50000 -00
2	Transport costs	R 5000 -00
3	Herbicide costs	R 5000 -00
4	Tools and equipment costs	R 5000 -00
5	Personal protective equipment	R 5000 -00
6	Administration	R 5000 -00
7	Total profit/capital build-up	R 10500 -00
8	Unemployment insurance fund (UIF) costs	R 500 -00
Sub-total		R 86000 -00
15% VAT		R 12900 -00
Total		R 98900 -00

Site description: LM 2_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 30000 -00
2	Transport costs	R 5000 -00
3	Herbicide costs	R 3000 -00
4	Tools and equipment costs	R 4000 -00
5	Personal protective equipment	R 4000 -00
6	Administration	R 2500 -00
7	Total profit/capital build-up	R 9500 -00
8	Unemployment insurance fund (UIF) costs	R 500 -00
Sub-total		R 58500 -00
15% VAT		R 8775 -00
Total		R 67275 -00

Cape Winelands District Municipality  
**TENDER**  
 Opened at 11h00 on  
 05 NOV 2021  
 Witness: *[Signature]*

Site description: LM 3_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 40000-00
2	Transport costs	R 5000 -00
3	Herbicide costs	R 3000 -00
4	Tools and equipment costs	R 4000 -00
5	Personal protective equipment	R 4000 -00
6	Administration	R 3000 -00
7	Total profit/capital build-up	R 9000 -00
8	Unemployment insurance fund (UIF) costs	R 500 -00
	Sub-total	R 68500-00
	15% VAT	R 10275-00
	Total	R 78775-00

Site description: LM 4_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 40000-00
2	Transport costs	R 5000 -00
3	Herbicide costs	R 3000 -00
4	Tools and equipment costs	R 4000 -00
5	Personal protective equipment	R 4000 -00
6	Administration	R 3000 -00
7	Total profit/capital build-up	R 9000 -00
8	Unemployment insurance fund (UIF) costs	R 500 -00
	Sub-total	R 68500-00
	15% VAT	R 10275-00
	Total	R 78775-00

Cape Winelands District Municipality  
**TENDER**  
 Opened at 11h00 on  
**05 NOV 2021**  
 Witness: *[Signature]*

Site description: LM 5_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 55000-00
2	Transport costs	R 5000-00
3	Herbicide costs	R 5000-00
4	Tools and equipment costs	R 5000-00
5	Personal protective equipment	R 5000-00
6	Administration	R 2500-00
7	Total profit/capital build-up	R 12500-00
8	Unemployment insurance fund (UIF) costs	R 1000-00
	Sub-total	R 91000-00
	15% VAT	R 13650-00
	Total	R 104650-00

Site description: DASSIESHOEK 1_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 55000-00
2	Transport costs	R 5000-00
3	Herbicide costs	R 5000-00
4	Tools and equipment costs	R 5000-00
5	Personal protective equipment	R 5000-00
6	Administration	R 2500-00
7	Total profit/capital build-up	R 12500-00
8	Unemployment insurance fund (UIF) costs	R 1000-00
	Sub-total	R 91000-00
	15% VAT	R 13650-00
	Total	R 104650-00

Cape Winelands District Municipality  
**TENDER**  
 Opened at 11h00 on  
**05 NOV 2021**  
 Witness: *[Signature]*

Site description: DASSIESHOEK 2_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 40000 -00
2	Transport costs	R 5000 -00
3	Herbicide costs	R 3000 -00
4	Tools and equipment costs	R 4000 -00
5	Personal protective equipment	R 4000 -00
6	Administration	R 3000 -00
7	Total profit/capital build-up	R 9000 -00
8	Unemployment insurance fund (UIF) costs	R 500 -00
	Sub-total	R 68500 -00
	15% VAT	R 10275 -00
	Total	R 78775 -00

Site description: DASSIESHOEK 4_2021		
Item	Description	Amount
1	Cost of work (daily rate x number of workers x number of working days);	R 40000 -00
2	Transport costs	R 5000 -00
3	Herbicide costs	R 3000 -00
4	Tools and equipment costs	R 4000 -00
5	Personal protective equipment	R 4000 -00
6	Administration	R 3000 -00
7	Total profit/capital build-up	R 9000 -00
8	Unemployment insurance fund (UIF) costs	R 500 -00
	Sub-total	R 68500 -00
	15% VAT	R 10275 -00
	Total	R 78775 -00

Cape Winelands District Municipality  
**TENDER**  
 Opened at 11h00 on  
**05 NOV 2021**  
*[Signature]*  
 Witness: *[Signature]*

TOTAL COSTS		
Item	Description	Amount
1	LM 1_2021	R 98900-00
2	LM 2_2021	R 67275-00
3	LM 3_2021	R 78775-00
4	LM 4_2021	R 78775-00
5	LM 5_2021	R 104650-00
6	Dassieshoek 1_2021	R 104650-00
7	Dassieshoek 2_2021	R 78775-00
8	Dassieshoek 3_2021	R 78775-00
Total		R 690575-00

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

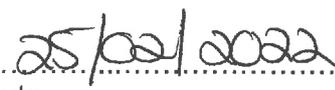
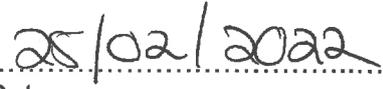
## H. ACCEPTANCE

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 2021/26: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN LANGEBERG MUNICIPALITY</b>	
 ..... Executive Director: Community Development & Planning Services	 ..... Date
 ..... Me. E Niemand Witness	 ..... Date

# I. QUESTIONNAIRE

## List all partners / members / directors of this enterprise

Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number
Klaassen	Dean	7704145 155 081	—

## 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.

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

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

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

Dean Garden Omd Construction

### 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 onregverdig diskriminasie gebaseer 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 %
- Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdig diskriminasie gebaseer 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 %
- Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdig diskriminasie gebaseer 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 **ngokobulwewe**.

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

0 %
- 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 / Ngaphandle
- Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee  
 Do you make use of local labour (job creation)? Yes / No  
 Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi

Ja / Yes / Ewe  
 Nee / No / Hayi

## J. DECLARATION OF INTEREST – MBD 4 B

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

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

3.1	Full Name of bidder or his or her representative	Deon Klaassen
3.2	Identity Number (person submitting this declaration)	770448155081
3.3	Position occupied in the Company (official/director/trustee/shareholder <sup>2</sup> ):	director
3.4	Company Registration Number	2012/037870/07
3.5	Tax Reference Number	9044109230
3.6	VAT Registration Number	4830279214
3.7	The names of all directors/ members/ trustees/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below	

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

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

3.10	Do you or any director/ member/ trustee/ principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No <input checked="" type="checkbox"/>
------	--	-----	--

3.10.1 If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.

SA ID Number:		Relation:	
Surname:	<del>n/a</del>	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	No <input checked="" type="checkbox"/>
------	---	-----	--

3.11.1 If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.

SA ID Number:		Relation:	
Surname:	<del>n/a</del>	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	No <input checked="" type="checkbox"/>
------	---	-----	--

3.12.1 If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.

SA ID Number:		Relation:	
Surname:	<del>n/a</del>	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	No <input checked="" type="checkbox"/>
------	--	-----	--

3.13.1 If yes, furnish particulars. ~~n/a~~

.....

.....

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

3.14.1 If yes, furnish particulars. ~~n/a~~

.....

.....

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

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

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

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

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

	Full name of directors / trustees / shareholders	Identity Number	% Share-holding in company	Personal Tax Reference Number	State Employee Number (Persal)	Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i>
4						
1	Deon Klaassen	770414515 5081	100	99087681	—	10850758
2				53		
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.

Dease  
Signature

04-11-21  
Date

director  
Capacity of Signatory

Dean Garder Chol Construction  
Name of Bidder/Company/CC Name

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

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

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

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

**Commissioner of Oaths**

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

on this the 4..... 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.

[Signature]  
.....7012210-5

Commissioner of Oaths SGT. BJ ARENDSE.....

Position: Sergeant.....

Address Klapmuts Seps  
Old Paal Road  
Klapmuts.....

Tel: 021-8758020.....

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

SUID-AFRIKAANSE POLISIEDIENS

HRM

2021-11-04

KLAPMUTS

SOUTH AFRICAN POLICE SERVICE

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

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

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

T2021/026 - Labor Intensive Clearing of Invasive Alien Plants  
(Bid Number and Description) Mthun Lorgeberg Mun.

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: Dean Garder And Construction 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

director

.....  
Position

21/1/2021

.....  
Date

Dean Garden and  
Construction

.....  
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 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 systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2 a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 4. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

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

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

##### 4.3 POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{max}$  = Price of highest acceptable bid

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

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

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

**6. BID DECLARATION**

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

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

7.1 B-BBEE Status Level of Contributor: 1 = 20 .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**8. SUB-CONTRACTING**

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....19 %
- ii) The name of the sub-contractor.....nlq
- iii) The B-BBEE status level of the sub-contractor.....nlq
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	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		
<b>OR</b>		
Any EME		
Any QSE		

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

9.1 Name of company/firm: Deon Garden and Construction

9.2 VAT registration number: 4830279214

9.3 Company registration number: 2012/037870/07

9.4 **TYPE OF COMPANY/ FIRM**

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

horticulture  
Tree Maintenance  
Labour Intensive clearing

9.6 **COMPANY CLASSIFICATION**

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

9.7 **MUNICIPAL INFORMATION**

**Municipality where business is situated:** Stellenbosch

**Registered Account Number:** 10880758

**Stand Number:** 3440

9.8 Total number of years the company/firm has been in business: 10

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

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



## M. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
Dean Klaassen	22 de Clapmuts	10850758	Stellenbosch
	Str, Pindage		Municipality
	Village, Klapmuts		
	7625		

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

**DECLARATION:**

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



Signature

2/11/2021

Date

director

Position

Dean Garden And Construction

Name of Bidder

## N. 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) Cape Winelands District Mm in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number Tacal 1026 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

Dean Klaassen

Capacity

director

Signature

[Signature]

Company name

Dean Garden And Construction

Date

21/1/2021

Witness 1

[Signature]

Date

21/1/2021

Witness 2

[Signature]

Date

21/1/2021

**N. 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) Cap. W. Melado District Mun in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number T2021/026 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 Dean Klaassen

Capacity director

Signature [Signature]

Company name Dean Garden and Construction

Date 2/11/2021

Witness 1 [Signature] Date 2/11/2021

Witness 2 [Signature] Date 2/11/2021

## N. 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) Cap. Mveloko District Mut in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number T2021/026 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Name

Deon Klaassen

Capacity

Director

Signature

[Signature]

Company name

Deon Garden and Construction

Date

21/11/2021

Witness 1

TH

Date

21/11/2021

Witness 2

GVS

Date

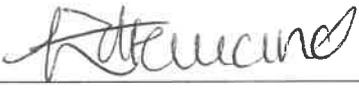
21/11/2021

**PART 2 - RENDERING OF SERVICES**

1. I, **Pietie Williams** in my capacity as **Executive Director Community Development** accept your bid under reference number **T 2021/026** 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 2021/026: LABOUR INTENSIVE CLEARING OF INVASIVE ALIEN PLANTS WITHIN LANGEBERG MUNICIPALITY</b>
<b>Awarded to:</b>	Deon Garden and Construction
<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

**O. AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize  Mr /  Mrs Deon Klaassen  
acting in  his /  her capacity as director  
of the business trading as Garden and Construction  
to sign all documentation in connection with Tender T2021/026.

Name of members / directors	Signature	Date
Deon Klaassen		21/11/2021

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 (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>		X
4.1.1	<p>If so, furnish particulars:</p> <p style="text-align: center;">na</p> <p>.....</p> <p>.....</p>		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>		X
4.2.1	<p>If so, furnish particulars:</p> <p style="text-align: center;">na</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 style="text-align: center;">na</p> <p>.....</p> <p>.....</p>		

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

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) *Dean Klaassen* 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

*21/1/2021*  
 Date

*director*  
 Position

*Dean Garder Oud*  
 Name of Bidder *Construction*



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

Signature: 

Date: 21/11/2021

## 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	Dean Garden And Construction
Description of project	New Firebreak line - Mont Rochelle
Contact person name	Leon Lourens
Contact person telephone number	079 880 3086
Value of project	R156358,42

Company Name	Dean Garden And Construction
Description of project	Alien Clearing (NRM) at Paradyskloof
Contact person name	Leon Lourens
Contact person telephone number	079 880 3086
Value of project	R51283,99

Company Name	Dean Garden And Construction
Description of project	Alien Vegetation @ Ceres Nature Reserve & P... <span style="float: right;">Prins Alfred Hantel</span>
Contact person name	Michelle Klaasen
Contact person telephone number	0712-06 0716201930
Value of project	

Company Name	Dean Garden And Construction
Description of project	Alien Vegetation & Grass cut - La Motte
Contact person name	Adam Cloete
Contact person telephone number	0798844044 / 0829203835
Value of project	R95000-00

## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

<b>Full name &amp; Surname</b>	Dean Klaassen
<b>Identity number</b>	7704165155081

Hereby declare under oath as follows:

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

<b>Enterprise Name</b>	Dean Garden and Construction
<b>Trading Name</b>	Garden and Construction
<b>Registration Number</b>	20121037870107
<b>Enterprise Address</b>	20 de Oupmuts, Orindage Village, Klapmuts, 7625

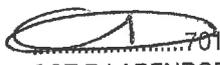
3. I hereby declare under oath that:
  - The enterprise is 100 % black owned;
  - The enterprise is 0 % black woman owned;
  - Based on the management accounts and other information available on the 28 Feb 2020 financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: Dean Klaassen

Date: 04 FEBRUARY 2021

  
7012210-5  
SGT BJ ARENDSE

Commissioner of Oaths  
Signature & stamp




**TAX COMPLIANCE STATUS**
**PIN Issued**

GARDEN AND CONSTRUCTION  
22 DE CLAPMUTS STREET  
PINOTAGE VILLAS  
KLAPMUTS  
7625

Enquiries should be addressed to SARS:

**Contact Detail**

 SARS  
Alberton  
1528

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

**Details**

 Taxpayer Reference Number: 9044109230  
Case Number: 401218905  
Issue Date: 2021/10/07

 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	Deon Garden And Construction Cc
Trading Name	GARDEN AND CONSTRUCTION
Tax Reference Number(s)	IT - 9044109230 Vat - 4830279214
Purpose of Request	Good Standing
Request Reference Number	0030212688GS0710210827159
PIN	F86751E372
PIN Expiry Date	07/10/2022

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	GARDEN AND CONSTRUCTION	Timesamp	21 136355
Tax Reference No:	9044109230	Year	2021
Spec ID:	RFDYCS	Page of Page:	01/01
Content Version:	v2013.01.01	Template version:	v2013.01.01

2021-10-7 2013.01.01 TCR00\_RO

Page: 01/01



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITEIT • UMASIPALA • MUNICIPALITY

BTW Reg Nr./ VAT Reg No. 4700102121

Mnr/Me D+VD KLAASSEN  
22 DE CLAPMUTS STREET  
PINOTAGE VILLAS  
KLAPMUTS  
7625

REKENING NOMMER	10850758
BELASTINGFAKTUUR	6576998
REKENING DATUM	20/09/2021
KWITANSIES.GEPOS TOT	19/09/2021
BTW.	68.92
WAARDASIE	690000
ERF	KMUTS 3440
GEBOU	ERF 3440
LIGGING	DE CLAPMUTS 22
DEPOSITO / WAARBORG	1500.00-
DEB BTW REG NR.	

## BELASTINGFAKTUUR MAANDELIKSE REKENING

## TAX INVOICE MONTHLY ACCOUNT

### METER BESONDERHEDE

Tp. Meter Nr.	Vorige	Nuwe Lesing	Faktor	verbruik	Periode	Daag.Gemid
W 0000005372	1004	1004			13/07-04/08	

### REKENING BESONDERHEDE

Saldo oorgedra:		1474.02	
Rente/boetes:		8.83	
Joernale:	8576/018	25.00	3.26
Kwitansies:	0000885831	1474.02-	

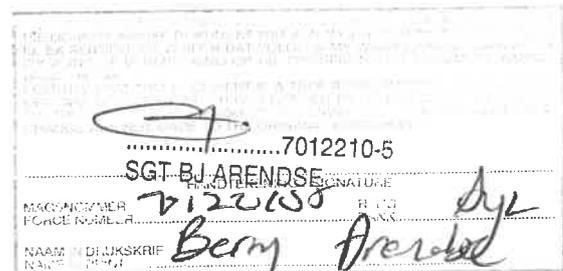
### HUIDIGE REKENING

Diens tipe	Verbruik	Tarief/Koste	Bedrag	BTW
Water: DOM Basic/Basies	1	73.69000	84.74	11.05
Water: DOM Cons/Verbr-N				
Belasting Maandeliks RES			164.30	
Riool Heffing	1	134.32000	154.47	20.15
Vullis verwydering	1	229.71000	264.17	34.46
** Totale maandelikse saldo:			701.51	

WAARDASIE	VERBRUIK	OPPERVLAKTE
690000	RES	.0119

### BOODSKAP

Stellenbosch Munisipaliteit se drinkwater kwaliteit voldoen 95.3%  
 Ons Nedbank rekening sluit 1 Oktober 2021. Maak seker betaling van u rekening  
 word na ons FNB rekening gedoen asseblief.  
 Indien hierdie rekening nie per debietorder betaal word nie, vereffen asseblief  
 betyds om rente teen die standaardkoers te voorkom.



Sien agterkant vir belangrike inligting / See reverse side for important information



Send this portion back with your payment please. Stuur asseblief hierdie gedeelte saam met u betaling.  
 RECEIPT VALID ONLY IF PRINTED BY OFFICIAL CASH RECEIPTING FIGURES.  
 KWITANSIE GELDIG ALLEENLIK INDIEN DEUR AMPTELIKE KASREGISTERSYFERS GEDRUK.

P.O.Box / Posbus 17, Stellenbosch, 7599.  
 ☎ 021 808 8111 ☎ 021 886 7318

Name / Naam		Account No. / Rekeningnr.	Period / Tydperk	Date / Datum	
Mnr/Me D+VD KLAASSEN		10850758	2021/09	20/09/2021	
Due Date Datum Verskuldig	Monthly / Maandeliks		Annual / Jaarliks		TOTAL NOW DUE TOTAAL NOU VERSKULDIG
	Arrears / Credits Agterstalig / Krediete	07/10/2021	Arrears / Credits Agterstalig / Krediete		
Now Due / Future: Nou Verskuldig / Toekomstig:	8.83	692.68			701.51



Bank Name : FNB Bank Naam  
 Cheque Account Number : 628 692 537 09 Tjek rekeningnommer  
 Branch Code : 550 555



Republic of South Africa



Republiek van Suid-Afrika

**CERTIFICATE OF REGISTRATION  
IN RESPECT OF MOTOR VEHICLE  
(National Road Traffic Act, 1996)**

**SERTIFIKAAT VAN REGISTRASIE  
TEN OPSIGTE VAN MOTORVOERTUIG  
(Nasionale Padverkeerswet, 1996)**

Registering authority	<b>Stellenbosch</b>	Registrasie-owerheid
Vehicle register number	<b>RFZ838W</b>	Voertuigregisternommer
Vehicle identification number (VIN)	<b>WDF63970323736316</b>	Voertuigidentifikasienommer (VIN)
Engine number	<b>65194031070972</b>	Enjinnummer
Make	<b>MERCEDES-BENZ</b>	Fabrikaat
Series name	<b>VITO</b>	Reeksnaam
Vehicle category	<b>Light passenger mv (less than 12 persons)</b>	Voertuigkategorie
Driven	<b>Self-propelled / Selfgedrewe</b>	Aandrywing
Vehicle description	<b>Combi/Micro/Minib / Kombi/Mikro-/Minibus</b>	Voertuigbeskrywing
Tare (T): kg	<b>1910</b>	Tarra (T): kg
Date of liability for first licensing (Not year model)	<b>2012-11-02</b>	Datum van aanspreeklikheid vir eerste lisensiering (Nie jaarmodel nie)
Vehicle status	<b>Used / Gebruik</b>	Voertuigstatus
Date liable for registration	<b>2021-10-08</b>	Datum aanspreeklik vir registrasie
Last 3 licence numbers (most recent first, if available)	<b>EDDIE3WP CD41BBGP</b>	Laaste 3 lisensienommers (jongste eerste, indien beskikbaar)
<b>TITLE HOLDER</b>		<b>TITELHOUER</b>
Type of identification	<b>RSA ID document / RSA ID dokument</b>	Soort identifikasie
Identification number	<b>7704145155081</b>	Identifikasienommer
Country of issue	<b>South Africa / Suid-Afrika</b>	Land van uitreiking
Name	<b>KLAASSEN D</b>	Naam
<b>OWNER</b>		<b>EIENAAR</b>
Type of identification	<b>RSA ID document / RSA ID dokument</b>	Soort identifikasie
Identification number	<b>7704145155081</b>	Identifikasienommer
Country of issue	<b>South Africa / Suid-Afrika</b>	Land van uitreiking
Name	<b>KLAASSEN D</b>	Naam
Control number	<b>11490036L49R</b>	Beheernommer
Issue number	<b>01</b>	Uitreikingsnommer
Date of issue	<b>2021-10-11</b>	Datum van uitreiking
Registering authority at which registered	<b>Stellenbosch</b>	Registrasie-owerheid waar geregistreer
<b>RECEIPT</b>		<b>KWITANSIE</b>
Receipt number	<b>11490036N0JV</b>	Kwitansienommer
Transaction	<b>Vehicle registration/Voertuigregistrasie</b>	Transaksie
Total amount received	<b>R240.00</b>	Totale bedrag ontvang
Date	<b>2021-10-11</b>	Datum



Received by	<b>MA NONTYI</b>	Ontvang deur
Method of payment	<b>Multiple adding / Veelvoudige optelling</b>	Metode van betaling
Number		Nommer
<b>1149</b>	<b>2021-10-11 14:20:26</b>	

**BQ 7705447**

Z 579

# Republic of South Africa



# Republiek van Suid-Afrika

**CERTIFICATE OF REGISTRATION  
IN RESPECT OF MOTOR VEHICLE  
(National Road Traffic Act, 1996)**

**SERTIFIKAAT VAN REGISTRASIE  
TEN OPSIGTE VAN MOTORVOERTUIG  
(Nasionale Padverkeerswet, 1996)**

Registering authority	Stellenbosch	Registrasie-owerheid
Vehicle register number	DLG629L	Voertuigregisternommer
Vehicle identification number (VIN)	AHTCS12G307548138	Voertuigidentifikasienommer (VIN)
Engine number	2KD5145519	Enjinnummer
Make	TOYOTA	Fabrikaat
Series name	HILUX	Reeksnaam
Vehicle category	Light load vehicle (GVM 3500Kg or less)	Voertuigkategorie
Driven	Self-propelled / Selfgedrewe	Aandrywing
Vehicle description	Pick-up / Bakkie	Voertuigbeskrywing
Tare (T): kg	1475	Tarra (T): kg
Date of liability for first licensing (Not year model)	2010-12-14	Datum van aanspreeklikheid vir eerste lisensiering (Nie jaarmodel nie)
Vehicle status	Used / Gebruik	Voertuigstatus
Date liable for registration	2020-11-01	Datum aanspreeklik vir registrasie
Last 3 licence numbers (most recent first, if available)	CY246062 CA112848 CY215152	Laaste 3 lisensienommers (jongste eerste, indien beskikbaar)
<b>TITLE HOLDER</b>		<b>TITELHOUER</b>
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie
Identification number	7704145155081	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Name	KLAASSEN D	Naam
<b>OWNER</b>		<b>EIENAAR</b>
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie
Identification number	7704145155081	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Name	KLAASSEN D	Naam
Control number	11490036HYHL	Beheernommer
Issue number	01	Uitreikingsnummer
Date of issue	2020-12-04	Datum van uitreiking
Registering authority at which registered	Stellenbosch	Registrasie-owerheid waar geregistreer
<b>RECEIPT</b>		<b>KWITANSIE</b>
Receipt number	11490036KPV6	Kwitansienommer
Transaction	Vehicle registration/Voertuigregistrasie	Transaksie
Total amount received	R288.00	Totale bedrag ontvang
Date	2020-12-04	Datum



Received by	U CORNELIUS	Ontvang deur
Method of payment	Multiple adding / Veelvoudige optelling	Metode van betaling
Number		Nommer
1149	2020-12-04 14:52:11	

**BN 9166144**

Z 579



Republic of South Africa

Republiek van Suid-Afrika



CERTIFICATE OF REGISTRATION  
IN RESPECT OF MOTOR VEHICLE  
(National Road Traffic Act, 1996)

SERTIFKAAT VAN REGISTRASIE  
TEN OPSIGTE VAN MOTORVOERTUIG  
(Nasionale Padverkeerswet, 1996)

Registering authority	City of Cape Town	Registrasie-owerheid
Vehicle register number	BGY859S	Voertuigregisternommer
Vehicle identification number (VIN)	ADMRC80DL1Z146912	Voertuigidentifikasienommer (VIN)
Engine number	196216	Enjinnommer
Make	OPEL	Fabrikaat
Series name	CORSA	Reeksnaam
Vehicle category	Light load vehicle (GVM 3500Kg or less)	Voertuigkategorie
Driven	Self-propelled / Selfgedrewe	Aandrywing
Vehicle description	Pick-up / Bakkie	Voertuigbeskrywing
Tare (T): kg	930	Terra (T): kg
Date of liability for first licensing (Not year model)	2003-05-02	Datum van aanspreeklikheid vir eerste lisensiering (Nie jaarmodel nie)
Vehicle status	Used / Gebruik	Voertuigstatus
Date liable for registration	2017-07-22	Datum aanspreeklik vir registrasie
Last 3 licence numbers (most recent first, if available)	CF159245 CY241361 CF33891	Laaste 3 lisensienommers (jongste eerste, indien beskikbaar)
<b>TITLE HOLDER</b>		<b>TITELHOUER</b>
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie
Identification number	8209200289089	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Name	KLAASSEN VD	Naam
<b>OWNER</b>		<b>EIENAR</b>
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie
Identification number	8209200289089	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Name	KLAASSEN VD	Naam
Control number	1001056462XB	Beheernommer
Issue number	01	Uitreikingsnommer
Date of issue	2017-07-22	Datum van uitreiking
Registering authority at which registered	City of Cape Town	Registrasie-owerheid waar geregistreer
<b>RECEIPT</b>		<b>KWITANSIE</b>
Receipt number	100105699343	Kwitansienommer
Transaction	Vehicle registration/Voertuigregistrasie	Transaksie
Total amount received	R150.00	Totale bedrag ontvang
Date	2017-07-22	Datum



Received by	L MAQONDOSE	Ontvang deur
Method of payment	Multiple adding / Veelvoudige optelling	Metode van betaling
Number		Nommer
1001		
	2017-07-22 15:35:00	

SA 0684928

UNACCEPTABLE FOR EXCHANGE OR REISSUES

ONTVAANG SONDER ENIGE VERANDERING



CERTIFICATE OF REGISTRATION  
IN RESPECT OF MOTOR VEHICLE  
(National Road Traffic Act, 1996)

SERTIFIKAAT VAN REGISTRASIE  
TEN OPSIGTE VAN MOTORVOERTUIG  
(Nasionale Padverkeerswet, 1996)

Registering authority	Stellenbosch	Registrasie-owerheid
Vehicle register number	FYY605L	Voertuigregisternommer
Vehicle identification number (VIN)	MBJM29BT702025014	Voertuigidentifikasienommer (VIN)
Engine number	2NRD082946	Enjinnommer
Make	TOYOTA	Fabrikaat
Series name	ETIOS	Reeksnaam
Vehicle category	Light passenger mv (less than 12 persons)	Voertuigkategorie
Driven	Self-propelled / Selfgedrewe	Aandrywing
Vehicle description	Hatch back / Luikrug	Voertuigbeskrywing
Tare (T): kg	910	Tarra (T): kg
Date of liability for first licensing (Not year model)	2015-04-09	Datum van aanspreeklikheid vir eerste lisensiering (Nie jaarmodel nie)
Vehicle status	Used / Gebruik	Voertuigstatus
Date liable for registration	2020-12-04	Datum aanspreeklik vir registrasie
Last 3 licence numbers (most recent first, if available)	CJ97395 CAA43195 DP73FKGP	Laaste 3 lisensienommers (jongste eerste, indien beskikbaar)
<b>TITLE HOLDER</b>		<b>TITELHOUER</b>
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie
Identification number	8209200289089	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Name	KLAASSEN VD	Naam
<b>OWNER</b>		<b>EIENAAR</b>
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie
Identification number	8209200289089	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Name	KLAASSEN VD	Naam
Control number	11490036HYHS	Beheernommer
Issue number	01	Uitreikingsnommer
Date of issue	2020-12-04	Datum van uitreiking
Registering authority at which registered	Stellenbosch	Registrasie-owerheid waar geregistreer
<b>RECEIPT</b>		<b>KWITANSIE</b>
Receipt number	11490036KPVB	Kwitansienommer
Transaction	Vehicle registration/Voertuigregistrasie	Transaksie
Total amount received	R240.00	Totale bedrag ontvang
Date	2020-12-04	Datum
Received by	U CORNELIUS	Ontvang deur
Method of payment	Multiple adding / Veelvoudige optelling	Metode van betaling
Number		Nommer
1149	2020-12-04 14:55:51	



BN 9165142

Z 579

ISSUED WITHOUT ANY ALTERATIONS OR ERASURES

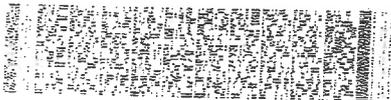
UITGEEK SONDER ENIGE VERANDERINGS OF UITKRAPPINGE



CERTIFICATE OF REGISTRATION  
IN RESPECT OF MOTOR VEHICLE  
(National Road Traffic Act, 1996)

SERTIFIKAAT VAN REGISTRASIE  
TEN OPSIGTE VAN MOTORVOERTUIG  
(Nasionale Padverkeerswet, 1996)

Registering authority	Paarl	Registrasie-owerheid
Vehicle register number	GSL903L	Voertuigregisternommer
Vehicle identification number (VIN)	AHTKA3F5600615705	Voertuigidentifikasienommer (VIN)
Chassis number	1GDC274924	Enjinnommer
Make	TOYOTA	Maaknaam
Model name	FORTUNER	Reekernaam
Vehicle category	Light passenger mv (less than 12 persons)	Voertuigkategorie
Power	Self-propelled / Selfgedrewe	Aandrywing
Vehicle description	Station wagon / Stasiewa	Voertuigbeskrywing
Weight	2054	Tara (T) kg
Valid from / Date of licensing	2017-05-26	Datum van aanspreeklikheid vir eerste lisensiering (Nie jaarmodel nie)
Vehicle status	New / Nuut	Voertuigstatus
Valid from for registration	2017-05-26	Datum aanspreeklik vir registrasie
License numbers (report first if available)		Laaste 3 lisensienommers (jongste eerste, indien beskikbaar)
TITLE HOLDER		TITELHOUER
Type of certification	RSA ID document / RSA ID dokument	Soort identifikasie
Certification number	8209200289089	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Owner	KLAASSEN VD	Naam
Owner		EIENAAR
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie
Identification number	8209200289089	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Owner	KLAASSEN VD	Naam
Registration number	11450046WLP2	Beheernommer
Registration number	01	Uitreikingsnommer
Valid from / Issue	2017-05-29	Datum van uitreiking
Registering authority / Where registered	Paarl	Registrasie-owerheid waar geregistreer
Receipt		KWITANSIE
Receipt number	11450048YHKY	Kwitansienommer
Amount received	Vehicle registration / Voertuigregistrasie	Transaksie
	R150.00	Totale bedrag ontvang
	2017-05-29	Datum



Method of payment	ZP MATSHOTYANA	Ontvang deur
	Cash / Kontant	Metode van betaling
		Nommer

2017-05-29 14:22:13

www.espride



Republic of South Africa



Republiek van Suid-Afrika

CERTIFICATE OF REGISTRATION  
IN RESPECT OF MOTOR VEHICLE  
(National Road Traffic Act, 1996)

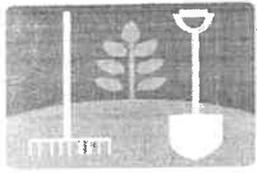
SERTIFIKAT VAN REGISTRASIE  
TEN OPSIGTE VAN MOTORVOERTUIG  
(Nasionale Padverkeerswet, 1996)

Registering authority	City of Cape Town	Registrasie-owerheid
Vehicle register number	HPL866S	Voertuigregisternommer
Vehicle identification number (VIN)	ADNJ290000E000422	Voertuigidentifikasienommer (VIN)
Engine number	KA24963207X	Enjinnommer
Make	NISSAN	Fabrikaat
Series name	HARDBODY	Reeksnaam
Vehicle category	Light load vehicle (GVM 3500Kg or less)	Voertuigkategorie
Driven	Self-propelled / Selfgedrewe	Aandrywing
Vehicle description	Pick-up / Bakkie	Voertuigbeskrywing
Tare (T): kg	1740	Tarra (T): kg
Date of liability for first licensing (Not year model)	2006-09-11	Datum van aanspreeklikheid vir eerste lisensiering (Nie jaarmodel nie)
Vehicle status	Used / Gebruik	Voertuigstatus
Date liable for registration	2017-03-27	Datum aanspreeklik vir registrasie
Last 3 licence numbers (most recent first, if available)	CY18700 CF206822 DLC407MP	Laaste 3 lisensienommers (jongste eerste, indien beskikbaar)
<b>TITLE HOLDER</b>		<b>TITELHOUER</b>
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie
Identification number	7704145155081	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Name	KLAASSEN D	Naam
<b>OWNER</b>		<b>EIENAAR</b>
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie
Identification number	7704145155081	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Name	KLAASSEN D	Naam
Control number	10010564M7Y2	Beheernommer
Issue number	01	Uitreikingsnommer
Date of issue	2017-09-27	Datum van uitreiking
Registering authority at which registered	City of Cape Town	Registrasie-owerheid waar geregistreer
<b>RECEIPT</b>		<b>KWITANSIE</b>
Receipt number	10010569RTMG	Kwitansienommer
Transaction	Vehicle registration/Voertuigregistrasie	Transaksie
Total amount received	R253.20	Totale bedrag ontvang
Date	2017-09-27	Datum
Received by	JE SOLOMONS	Ontvang deur
Method of payment	Multiple adding / Veelvoudige optelling	Metode van betaling
Number		Nommer
1001	2017-09-27 13:57:31	



BH 2863588

Z 579



22 De Clapmuts str, Pinotage Villa, Klapmuts

## **PROFILE**

## **HISTORY**

\* Established in the Western Cape / 2012

\* Sole Founder

## **Company Specializes in the following**

- Tree Pruning
- Removal of Trees
- Grass Cutting
- Root Pruning
- Alien Invasive Clearing
- Horticulture
- Landscaping
- EPWP Contract
- Firebreak lines / Vegetation Control
- Cleaning
- herbicide spray

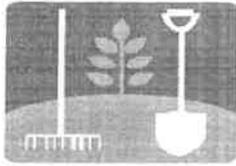
## **TRACK RECORD/CLEANING**

- 1. Cutting of New Firebreak Line / Alien Vegetation - Mount Rochelle**  
Leon Lourens - Stellenbosch Municipality (Working for Water Project)  
0798803086  
May 2019 / June 2019  
R156358.42
- 2. Alien Vegetation Clearing - Paradyskloof**  
Leon Lourens - Stellenbosch Municipality - 0798803086 (Working for water project)  
14 June 2019 / 30 June 2019  
R51283.99
- 3. Cleaning of Open erven / Invasive Alien Vegetation / Grass Cut - Stellenbosch**  
Nompelo Pindani (Superintendent ) - Stellenbosch Municipality  
021 8088415 / 0827916220  
March 2017 / April 2017  
R113000-00
- 4. Clearing of Invasive Alien Vegetation – Ceres Nature Reserve and Prins Alfred Hamlet**  
Michelle Klaassen - Witzenberg Municipality  
0716201930  
Nov 2020 – Dec 2020  
R105000-00

**Sole Founder: D Klaassen**

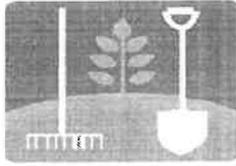
Adress: 22 De Clapmuts Str, Klapmuts ,7625  
CELL: 076 258 1424

- 5. Clearing of Alien Vegetation – Area C - Stellenbosch**  
Nompelo Pindani - Stellenbosch Municipality  
021 8088415 / 0827916220  
9 Oct 2017 / 30 Oct 2017  
R23000-00
- 6. Clearing of Invasive Alien Vegetation – Franschhoek Area**  
Adam Cloete – Franschhoek Security Estate  
0798844044 / 0829203835  
Jan 2019 / Feb 2019  
R115000-00
- 7. Alien Vegetation Clearing and Grass Cutting – La Motte, Franschhoek**  
Adam Cloete - Franschhoek Security Estate  
079944044 / 0829203835  
2 Feb 2021 / 28 Feb 2021
- 8. Invasive Alien Vegetation – Albert Philander Rd, Blackheath**  
Sharne Arendse – SANRAL – MAJV  
Email : [sharne.arendse@hsginc.co.za](mailto:sharne.arendse@hsginc.co.za)  
021 9574682 / 0736834507  
9 Oct 2018 / 30 Nov 2018  
R437000-00
- 9. Invasive Alien Vegetation – Broadway Blvd, Somerset West**  
Sharne Arendse – SANRAL –MAJV  
021 9574682 / 0736834507  
Email : [sharne.arendse@hsginc.co.za](mailto:sharne.arendse@hsginc.co.za)  
2 Nov 2017 / 30 Nov 2017  
R18000-00
- 10. Clearing of Invasive Alien Vegetation – Pinotage Village**  
David Molotsi - Artiso Tiro  
0729302648  
Email : [davidm@atisatiro.co.za](mailto:davidm@atisatiro.co.za)



## NAME LIST

<u>NAMES</u>	<u>ID #</u>	<u>OCCUPATION</u>
DEON KLAASSEN	7704145155081	<b>SUPERVISOR HORTICULTURER</b>
LLEWELLYN P. ABELSE	7807255173081	<b>BRUSH CUTT/CHAIN SAW</b>
GURSWIN ADONIS	8609275054088	<b>BRUSH / CHAIN SAW FIRE FIGHTER</b>
TOMMY FORTUIN	7111075584084	<b>SUPERVISOR/ HERBICIDE/ FIRST AID/ CHAIN SAW</b>
LIONEL R. DIRKSE	9003065084084	<b>CHAIN SAW/ BRUSH CUT</b>
DYLON D. PHILANDER	9712145128089	<i>FIRST AIDER</i>
RAYMOND KOEBERG	9708285114087	<i>FIRST AID</i>
AUSTIN VAN WYK	9407036192084	<i>LABOURER</i>
VERONICA PAUL	8209200289089	<i>ADMIN</i>
JUSTIN GALANT	9601125545083	<i>BRUSH CUT</i>
WILBUR ADAMS	9203205299089	<i>BRUSH CUT</i>
IVERON LOURENS	9003245154088	<i>LABOURER</i>
DAVENITA CRISLE ADAMS	0008070507085	<i>HEALTH AND SAFETY</i>
JEROME PAULSE	8007305224088	<i>PEST CONTROL</i>
CLYDE BESTER	9101285246085	<i>PEST CONTROL</i>
CEDERICK RONALD FORTUIN	9104045342087	<b>LABOURER</b>
MERVYN LOURENS	9308015167081	<i>LABOURER</i>
KEITH TITUS	9201135167083	<i>BRUSH CUT / CHAIN SAW</i>
RALLTON THEODORE MULLER	9012205017086	<b>LABOURER</b>
MORRIS MOSES	7404115260082	<b>LABOURER</b>
KAYDON BOONZAAIER	8411085163088	PEST CONTROL (PCO)

**NAME LIST**

<b><u>NAMES</u></b>	<b><u>ID #</u></b>	<b><u>OCCUPATION</u></b>
JOSLYN SMIT	8109185232080	<b><i>SUPERVISOR</i></b>
CHRISTIAAN DE KLERK	9009235413087	<b><i>CHAIN SAW/</i></b>
JUSTIN GALANT	9601125545083	<b><i>CHAIN SAW</i></b>
DEON KLAASSEN	7704145155081	<b><i>CHAIN SAW/FIRST AID</i></b>
WILBUR DILLON HENDRICKS	9603245287083	<b><i>CHAIN SAW/ DRIVER (PDP)</i></b>
GLENVILLE PAUL	9103185223081	<b><i>CHAIN SAW</i></b>
JAFTA GALANT	9408285075089	<b><i>CHAIN SAW</i></b>
DANNY OLIVER	9012255592087	<b><i>CHAIN SAW /FIRST AID</i></b>
WINSTON GALANT	9003065270089	<b><i>CHAIN SAW / FIRST AID</i></b>
CORNELIUS BARBERS	5911065080080	<b><i>LABOUR / DRIVER</i></b>
FREDDIE KLAASEN	8201285024085	<b><i>DRIVER PDP</i></b>
RICARDO STEVENS	8209285218086	<b><i>LABOURER</i></b>
RUBER JANTJIES	9306035205089	<b><i>LABOURER</i></b>
CHARLOTTE JORDAAN	8209160263082	<b><i>LABOURER</i></b>
TRACEY SWARTS	9405081188080	<b><i>LABOURER</i></b>
ALFONZO NEWMAN	8904205183085	<b><i>LABOURER</i></b>
ROWAN JACOBS	9404215233082	<b><i>LABOURER</i></b>
FERLIN HENDRICKS	020945150088	<b><i>LABOURER</i></b>
ANDRE JANUARY	7205026297083	<b><i>LABOURER</i></b>
MIKAYLA GESWINDT	0011130667089	<b><i>HEALTH AND SAFETY</i></b>
NIKITA WILLIAMS	9609190489087	<b>HEALTH AND SAFETY</b>

CONTRACT FORM - PURCHASE OF GOODS/ WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/ or works described in the attached bidding documents to Witzenberg Municipality in accordance with the requirements and specifications stipulated in bid number 08/2/18/27 at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the revised Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment 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 (PRINT): Dean Klaassen  
 CAPACITY: director  
 SIGNATURE: [Signature]  
 NAME OF FIRM: Dean Garden and construction  
 DATE: 10/03/21

WITNESSES	
1.	<u>[Signature]</u>
2.	<u>[Signature]</u>
DATE:	<u>10/03/21</u>

BIDDERS NAME		Dean Garden and Construction
BBBEE LEVEL STATUS		1
COMPLETION PERIOD		90 days
Item	Description	Price (incl. VAT)
a	Initial clearing of block C 1.6A	R 240000-00
b	Initial clearing of block PAH-1	R 13650-00
c	Initial clearing of block PAH-2	R 12450-00
d	Initial clearing of block PAH-13	R 3600-00
e	Initial clearing of block PAH-47	R 37050-00
f	Initial clearing of block PAH-48	R 93700-00
g	Initial clearing of block PAH-49	R 17550-00
h	Initial clearing of block PAH-50	R 12900-00
i	Initial clearing of block PAH-51	R 255000-00
j	Initial clearing of block PAH-52	R 331500-00
k	Initial clearing of block PAH-53	R 136200-00
l	Initial clearing of block PAH-54	R 22050-00
m	Initial clearing of block PAH-55	R 22800-00

WITZENBERG NICKELSTEEL

08 NOV 2020

FINANCE  
SUPPLY CHAIN

# *FRANSCHHOEK ESTATE SECURITY*

PSIRA NO.1168436  
P.O BOX 359, FRANSCHHOEK 7690, WESTERN CAPE  
TEL NO. 021-876 4954/3; FAX NO. 021-876 4811  
CELL No. 082 920 3835/ 082 414 1110  
E-mail : eddie@fest1.co.za  
VAT NO. 4520213796

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To WHOM IT MAY CONCERN

We would like to confirm that Deon Gardner and Construction did Invasive Alien Clearing in Franschhoek and they did excellent work  
We as Company was very satisfied with the quality of the job they done for us.

Do you need any other information please do not hesitate to contact me if you need any further details

Kind Regards

A Cloete  
OWNER: FRANSCHHOEK ESATE SECURITY

# FRANSCHHOEK ESTATE SECURITY

PSIRA NO.1168436  
P.O BOX 359, FRANSCHHOEK 7690, WESTERN CAPE  
TEL NO. 021-876 4954/3; FAX NO. 021-876 4811  
CELL No. 082 920 3835/ 082 414 1110  
E-mail : eddie@fest1.co.za  
VAT NO. 4520213796

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To WHOM IT MAY CONCERN

We would like to confirm that Deon Gardner and Construction did Invasive Alien Clearing in La Motte, Franschhoek and they did excellent work. We as Company was very satisfied with the quality of the job they done for us.

Do you need any other information please do not hesitate to contact me if you need any further details

Kind Regards

A Cloete  
OWNER: FRANSCHHOEK ESATE SECURITY



## AGREEMENT FOR THE PROVISION OF SERVICES

entered into between

**MAJV**

(hereinafter referred to as "the MAJV")

represented herein by Kevin Rudd, he being duly authorised thereto

and

Deon Garden and Construction (V)

(hereinafter called "the Contractor")

represented by Deon Klaassen

in his/her capacity as Managing Member and duly authorised hereto

WHEREAS the MAJV requires the provision of certain services and has accepted a Quotation by the Contractor for the provision of the following SERVICES:

- |   |
|---|
| <ul style="list-style-type: none"> <li>a) Cut, clear and remove all invasive vegetation to ground level.</li> <li>b) Grass to be cut to ground level.</li> <li>c) Remove all litter, dumping, refuse and other waste material from the site.</li> <li>d) All cuttings and waste material to be dumped at an approved dumping site.</li> </ul> |
|---|

On the following Properties:-

RDS	Property Description
RDS20204	Erf 21058 (ptn of Erf 1891) - Blue Downs Adm Dist Stellenbosch
RDS20205	Erf 21059 (ptn of Erf 1891) - Blue Downs Adm Dist Stellenbosch
RDS20206	Erf 21060 (ptn of Erf 1891) - Blue Downs Adm Dist Stellenbosch
RDS20207	Erf 2689 (ptn of Erf 2293) (unregd) - Gaylee Adm Dist Stellenbosch
RDS20208	Erf 2690 (ptn of Erf 2293) (unregd) - Gaylee Adm Dist Stellenbosch
RDS20222	Ptn 3 - Farm No 458 Adm Dist Stellenbosch
RDS20223	Ptn 4 - Farm No 458 Adm Dist Stellenbosch
RDS20589	Erf 2836 - Gaylee Adm Dist Stellenbosch
RDS20590	Erf 2837 - Gaylee Adm Dist Stellenbosch
RDS20591	Erf 2835 - Gaylee Adm Dist Stellenbosch
RDS20200	Erf 21054 (ptn of Erf 1891) - Blue Downs Adm Dist Stellenbosch

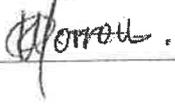
NOW THEREFORE IT IS AGREED AS FOLLOWS:

- 1 In this Agreement, words and expressions shall have the same respective meanings as those assigned to them in the Standard Conditions of Contract.

- 2 The following documents are deemed to form part of and shall be read and construed as part of this Agreement:
  - 2.1 the Invitation to Quote;
  - 2.2 the said Quotation;
  - 2.3 the Standard Conditions applicable to Quotations which the Contractor acknowledges were issued as part of the Contractors application to serve on the panel of service providers.
  - 2.4 the Standard Conditions of Contract which the Contractor acknowledges were issued as part of the Contractor's application to serve on the panel of service providers.
- 3 In consideration of the payments to be made by the MAJV to the Contractor as hereinafter mentioned, the Contractor undertakes to provide the Services in accordance with the terms and conditions of this Agreement
- 4 The agreed fee is R 437 000.00 (incl VAT)
  - 4.1 In your invoice you must therefore include the agreed fee as per above and please address your invoice to THE MAJV, P.O Box 400, Westville, 3630 and quote Vat nr: 4730268978 for reference.
- 5 The MAJV hereby undertakes to pay the Contractor the remuneration due for the provision of the Services, and shall pay any amount due and payable within 30 working days of receipt of the correct invoice.
- 6 The Contractor is also required to complete beneficiary forms, detailing each employee used on the contract. The completed beneficiary forms must be submitted with the Tax invoice.

SIGNED at Westville this 9<sup>th</sup> day of October 2018.

AS WITNESSES:

1: 

2: \_\_\_\_\_

  
 for and on behalf of  
 MAJV

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

1: \_\_\_\_\_

2: \_\_\_\_\_

\_\_\_\_\_  
 for and on behalf of  
 THE CONTRACTOR



AGREEMENT FOR THE PROVISION OF SERVICES

entered into between

MAJV

(hereinafter referred to as "the MAJV")

represented herein by Kevin Rudd, he being duly authorised thereto

and

Deon Garden and Construction

(hereinafter called "the Contractor")

represented by Deon Klaassen

in his/her capacity as Managing Member and duly authorised hereto

WHEREAS the MAJV requires the provision of certain services and has accepted a Quotation by the Contractor for the provision of the following SERVICES:

- a) Cut, clear and remove all invasive vegetation to ground level including reeds.
- b) Grass to be cut to ground level.
- c) Remove all litter, refuse and other waste material from the site.
- d) Clean all culverts/channels on the perimeter of the property. Culverts/channels to be cleared of all sand, mud/silt and bulrush/reeds.
- e) All cuttings and waste material to be dumped at an approved dumping site.

On the following Properties:-

RDS	Property Description
RDS18380	ptn of Rem of Ptn 17 - Farm No 794 Adm Dist Stellenbosch

NOW THEREFORE IT IS AGREED AS FOLLOWS:

- 1 In this Agreement, words and expressions shall have the same respective meanings as those assigned to them in the Standard Conditions of Contract.
- 2 The following documents are deemed to form part of and shall be read and construed as part of this Agreement:
  - 2.1 the Invitation to Quote;
  - 2.2 the said Quotation;
  - 2.3 the Standard Conditions applicable to Quotations which the Contractor acknowledges were issued as part of the Contractors application to serve on the panel of service providers.
  - 2.4 the Standard Conditions of Contract which the Contractor acknowledges were issued as part of the Contractor's application to serve on the panel of service providers.

3 In consideration of the payments to be made by the MAJV to the Contractor as hereinafter mentioned, the Contractor undertakes to provide the Services in accordance with the terms and conditions of this Agreement

4 The agreed fee is R 18 000.00 (Excl. VAT)

4.1 In your invoice you must therefore include the agreed fee as per above and please address your invoice to THE MAJV, P.O Box 400, Westville, 3630 and quote Vat nr: 4730268978 for reference.

5 The MAJV hereby undertakes to pay the Contractor the remuneration due for the provision of the Services, and shall pay any amount due and payable within 30 working days of receipt of the correct invoice.

6 The Contractor is also required to complete beneficiary forms as per Annexure B, detailing each employee used on the contract. The completed beneficiary forms must be submitted with the Tax invoice.

SIGNED at Westville this 2<sup>nd</sup> day of November 2017.

AS WITNESSES:

1: [Signature]

2: \_\_\_\_\_

[Signature]

for and on behalf of  
MAJV

SIGNED at Klapmuts this 15 day of Nov 2017.

1: [Signature]

2: [Signature]

[Signature]

for and on behalf of  
THE CONTRACTOR

- 3 In consideration of the payments to be made by the MAJV to the Contractor as hereinafter mentioned, the Contractor undertakes to provide the Services in accordance with the terms and conditions of this Agreement
- 4 The agreed fee is R 28 000.00 (Excl. VAT)
- 4.1 In your invoice you must therefore include the agreed fee as per above and please address your invoice to THE MAJV, P.O Box 400, Westville, 3630 and quote Vat nr: 4730268978 for reference.
- 5 The MAJV hereby undertakes to pay the Contractor the remuneration due for the provision of the Services, and shall pay any amount due and payable within 30 working days of receipt of the correct invoice.
- 6 The Contractor is also required to complete beneficiary forms as per Annexure B, detailing each employee used on the contract. The completed beneficiary forms must be submitted with the Tax invoice.

SIGNED at Westville this 2nd day of November 2017

AS WITNESSES:

1: \_\_\_\_\_  
2: \_\_\_\_\_

[Signature]  
for and on behalf of  
MAJV

SIGNED at Klapmuts this 15 day of Nov 2017

1: \_\_\_\_\_  
2: \_\_\_\_\_

[Signature]  
for and on behalf of  
THE CONTRACTOR

[Handwritten mark]



03 Nov 2021

Reference Letter

To whom it might concern,

I am writing this letter to recommend the services of the Deon Garden and Construction Company. I have been using Deon Garden and Construction for Clearing of Invasive Alien Species and Grass cutting services and they consistently do a great job. Their employees are professional, punctual, and thorough. In addition, Deon has great rates and a range of options that allows me to select only the services that I need. He is compliant with the Health and Safety regulations. His company has done several contracts for us.

Most importantly, I have never been anything less than completely satisfied by the work that Deon Garden and Construction has done, so I confidently recommend them for all your Clearing of Invasive Species and Grass cutting needs.

Contracts successfully completed :

Invasive Alien Clearing - Pinotage Village

Invasive Alien Clearing - Klapmuts Area

Invasive Alien Clearing - Klapmuts Cemetery

Grass cutting - Pinotage Village

If you need more information about him and his services, feel free to consult me.

Regards,

David Molotsi

Director

Atisa Tiro (Pty) Ltd

072 930 2648

davidm@atisatiro.co.za



Stellenbosch

AMPTELIKE BESTELLING  
OFFICIAL ORDER

17, STELLENBOSCH 7599  
021 808-8520  
021 808-8688

# Stellenbosch

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

BESTEL NR. / ORDER NO.  
334112

DATUM / DATE  
15/03/2017

KREDITEUR NR. / CREDITORS NO. 012478

KONTAK PERSOON / CONTACT PERSON  
LIZAN HENDRICKS  
Registered No. 1028890

DEON GARDEN AND CONSTRUCTION  
16 ANTHONY STREET  
WELTEVREDEN PARK  
KLAIMUTS  
7625

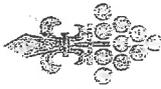
REKWISIE LYN / REQUISITION LINE	VOORRAAD NR. / STOCK NO.	BESKRYWING / DESCRIPTION	POS NR. / VOTE NO.	HOEFVEELHEID / QUANTITY	PRYSE SONDER BTW / PRICES WITHOUT VAT	BTW/VAT	TOTAAL PRYS / TOTAL PRICE
		CLEANING OF OPEN ERVEN F		1	36000.00		36000.00
		Q 254/17 IN AREAS A		1	28600.00		28600.00
		AREA B		1	33600.00		33600.00
		AREA C		1	15000.00		15000.00
		AREA D					

17/03/2017  
SAM

Municipal  
Ed Power  
HANDSICENING  
DEPARTMENT

NAMENS / FOR: STELLENBOSCH  
STADSRAAD / TOWN COUNCIL

TOTAAL / TOTAL  
113200.00



Stellenbosch

AMPTELIKE BESTELLING  
OFFICIAL ORDER

# Stellenbosch

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

17, STELLENBOSCH 11 7599  
021 808-8520  
021 808-8688

BESTEL NR. / ORDER NO.

342630

DATUM / DATE

09/10/2017

KREDITEUR NR.  
CREDITORS NO. 012478

KONTAK PERSOON / CONTACT PERSON

NONPHELO PTINDANT

Requisition No. 1043030

DEON GARDEN AND CONSTRUCTION ( )  
16 ANTHONY STREET  
WELLEVREDEN PARK  
KLAPMUTS  
7625

REKWIERSIE LYN REQUISITION LINE	VOORRAAD NR. STOCK NO.	BESKRYWING / DESCRIPTION	POS NR. / VOTE NO.	HOEWEELEID QUANTITY	PRYSE SONDER BTW PRICES WITHOUT VAT	BTW/VAT	TOTAAL PRYS TOTAL PRICE	
		REFER TO EQ 15/18 AREA C		20175.44	2824.56	23000.00		
							<b>TOTAAL TOTAL</b>	23000.00

10/10/2017

*Alphonsus*  
OFFICER

NAMENS / FOR:  
STADSRAAD  
TOWN COUNCIL  
**STELLENBOSCH**

HAARTEKENING  
SIGNATURE  
DE

To WHOM IT MAY CONCERN

I would like to confirm that Deon Garden and Construction did Invasive Alien Clearing in Stellenbosch Area, for the Municipality of Stellenbosch. They worked various projects, of whom Clearing of Invasive Alien Vegetation concludes.

Myself was the project Manager of projects successfully completed :

Order Nrs

355213 - New Firebreakline / Invasive Alien Clearing (Working for Water Project) – Mount Rochelle

355662 – Alien Clearing for NRM (Working for water Project) - Paradyskloof

Should you need any other information please do contact for further details

Yours Truly  
Leon Lourens  
0798803086

AMPTLE BESTELLING  
OFFICIAL ORDER

17, STELLENBOSCH 7539  
021 808-8520  
021 808-8688



# Stellenbosch

MUNICIPALITEIT • UMASIPALA • MUNICIPALITY

Stellenbosch

BESTEL NR. / ORDER NO.  
55213

DATUM / DATE  
24/05/2019

KREDITEUR NR.  
CREDITORS NO. 012478

DEON GARDEN AND CONSTRUCTION (P) LTD  
16 ANTHONY STREET  
WELTEVREDEN PARK  
KLAPVULTS  
7625

KONTAK PERSOON / CONTACT PERSON  
WENDY M  
Requisition No. 1061719

REQUISISIE LYN REQUISITION LINE	VOORRAAD NR. STOCK NO.	BESKRYWING / DESCRIPTION	POS NR. / VOTE NO.	HOEVEELHEID QUANTITY	PRYSE SONDER BTW PRICES WITHOUT VAT	BTW/VAT	TOTAAL PRYS TOTAL PRICE
		FO 91/19: NEW FIREBREAK ESTABLISHMENT, MONT ROUCHELLE NATURE	1	135743.85	20394.57	156358.42	

*Handwritten signature and date: 24.5.2019*

HANDTEKENING  
SIGNATURE  
DEPARTEMENT  
DEPARTMENT

NAMENS / FOR:  
STADSRAAD  
TOWN COUNCIL  
**STELLENBOSCH**

TOTAAL  
TOTAL R 156 358.42

**AMPTELIKE BESTELLING  
OFFICIAL ORDER**

17, STELLENBOSCH 7599  
021 808-8520  
021 808-8688



**Stellenbosch**

**Stellenbosch**

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

BESTEL NR. / ORDER NO.  
3556672

DATUM / DATE  
14/06/2019

KREDITEUR NR.  
CREDITORS NO. 012478

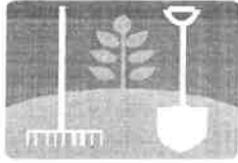
DEON GARDEN AND CONSTRUCTION  
16 ANTHONY STREET  
WELTEVREDEEN PARK  
KLAFMUTS  
7625

KONTAK PERSOON / CONTACT PERSON  
REVENLEY SEPTENBER  
Registration No. 1062133

REKWISIE / LYN REQUISITION LINE	VOORBAAD NR. STOCK NO.	BESKRYWING / DESCRIPTION	POS NR. / VOTE NO.	HOEFVEELHEID QUANTITY	PRYSE SONDER BTW PRICES WITHOUT VAT	BTW/VAT	TOTAAL PRYS TOTAL PRICE	
		ALIEN CLEARING FOR NRM P PROJECT AT PARADYSKLOOF		04394.78	6689.21	51293.99		
							<b>TOTAAL TOTAL</b>	<b>51293.99</b>

HANDTEKENING  
SIGNATURE  
DEPARTEMENT  
DEPARTMENT  
*[Signature]*  
14/06/2019

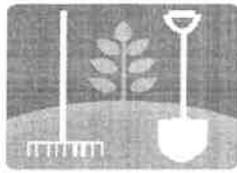
NAMENS / FOR:  
STADSRAAD / TOWN COUNCIL  
**STELLENBOSCH**

**LIST OF PPE**

<b><u>DESCRIPTION</u></b>	<b><u>OWNED</u></b>	<b><u>HIRED</u></b>
SAFETY HELMET / HEAD PROTECTION	YES	
SAFETY GLASSES / EYE PROTECTION	YES	
EAR PROTECTION	YES	
FOOTWEAR / SAFETY SHOES / HARD TIP	YES	
GLOVES (pig skin, elbow length rubber)	YES	
BRUSH CUTTER PANTS / LEG PROTECTORS	YES	
CHAINSAW SAFETY PANTS	YES	
KNEE PROTECTORS	YES	
LEATHER TOOL BELT	YES	
RAIN SUIT	YES	
DUST PROTECTION/ MASKS	YES	
GOGGLES	YES	
T SHIRT / SUN HAT	YES	
OVERAL	YES	
WHISTLE	YES	
SNAKE PROTECT BOOTS	YES	



<u>PROTECTIVE EQUIPMENT</u>	<u>QTY</u>	<u>OWNED</u>	<u>HIRED</u>
- SADDLES	5	YES	
- LANYARDS	5	YES	
- CLIMBING LINES	5	YES	
- LOCKING SNAP HOOKS & CARABINERS	5	YES	
- CLIMBING ROPES	5	YES	
<b><u>PRODUCTION TOOLS</u></b>			
- HERBICIDE SPRAYERS	12	YES	
- KNAP SACKS	12	YES	
- LOPPERS	5	YES	
- PRUNING TOOLS AND SCABBARDS	15	YES	
- LADDERS,	10	YES	
- HANDSAW / WEDGES	10	YES	
- POWER TOOLS	10	YES	
- BLOWERS	10	YES	
- POLE SAW	15	YES	
- CHAINSAWS	20	YES	
- AXE	10	YES	
- BRUSH CUTTERS / WEED EATERS	20	YES	
- PORTABLE TOILET	5	YES	
<b><u>CLEAN UP EQUIPMENT</u></b>			
- RAKES, PICKS, BROOM, MOP, DUSTER	25	YES	
- FORKS	20	YES	
- SPADES	20	YES	
- BLACK BAGS	2000	YES	
- CARPET WASHING MACHINE	2	YES	
- CLEANING DETERGENTS	10	YES	
<b><u>WORKSITE EQUIPMENT</u></b>			
- FIRST AID KIT , WATER TANK	2	YES	
- FIRE EXSTINGUISHER	10	YES	
- SAFETY SIGNS	25	YES	
- FLAGGING TAPE / CONES/ ROPES	20	YES	
<b><u>SERVICE EQUIPMENT</u></b>			
- FIELD MAINTENANCE TOOL BOX	4	YES	
- BIBS, OVERALL, HELMET, GLOVES, GOGGLES, SAFETY BOOTS	50	YES	
<b><u>VEHICLES</u></b>			
TRUCKS	1	YES	
BAKKIES	4	YES	
TRAILERS	2	YES	
RIDE ON MOWER	1	Yes	
TRACTOR / LIFTER	1	YES	



**FIRE FIGHTING EQUIPMENT**

<u>DESCRIPTION</u>	<u>OWNED</u>	<u>HIRED</u>
- FIRE BEATERS	YES	
- FIRE HOSES / TO CONNECT WITH LOCAL HYDRANTS	YES	
- FIRE EXTINGUISHERS	YES	
- SHOVELS	YES	
- FIRE FOAM	YES	
- FIRST AID KITS	YES	
- FIRE BLANKETS	YES	
- WATERPUMPS	YES	
- CLOTHING / PROTECTIVE GEAR	YES	
- FIRE FIGHTING KNAP SACKS	YES	
- LIGHTING	YES	
- BAGS	YES	
- HYDRATION	YES	
- FIRE BUCKETS	YES	
- DRAG FORKS	YES	
- RAKE HOES	YES	
- DRIP TORCHES	YES	

# TOMMY FORTUIN

Date of birth: 07 November 1971  
Id number: 7111075584084  
Adress: 5 Jacobs str, Weltevrede Park, Klapmuts  
Contact number: none  
Tel nr :  
Maritua! Status: married  
Dependants: 2  
Position : supervisor/ chain saw/brush cut / Herbicide / First aid

JOB EXPERIENCE: Deon Garden and Construction  
Position : supervisor  
2014 / 2021

EDUCATIONAL BACKGROUND: Malmesbury Education Centre (Abet)  
2002

JOB EXPERIENCE: **Sante Wine Estate**  
Position : supervisor / driver  
Dennis Jacobs – 0849940467  
1998 / 2012

**I am capable of :**

- \* Clearing of Alien Invasive Vegetation
- \*Chainsaw Operator
- \*Brush Cutter Operative
- \*Cleaning
- \*firebreak lines
- \*driver
- \*supervisor
- \*herbicide
- \*First Aid

**PROJECTS WORKED**

**TRACK RECORD/INVASIVE ALIEN CLEARING**

- 1. Cutting of New Firebreak Line / Alien Vegetation - Mount Rochelle**  
Leon Lourens - Stellenbosch Municipality (Working for Water Project)  
0798803086  
May 2019 / June 2019  
R156358.42
- 2. Alien Vegetation Clearing - Paradyskloof**  
Leon Lourens - Stellenbosch Municipality - 0798803086 (Working for water project)  
14 June 2019 / 30 June 2019  
R51283.99
- 3. Cleaning of Open erven / Invasive Alien Vegetation / Grass Cut - Stellenbosch**  
Nompelo Pindani (Superintendent) - Stellenbosch Municipality  
021 8088415 / 0827916220  
March 2017 / April 2017  
R113000-00
- 4. Clearing of Invasive Alien Vegetation – Ceres Nature Reserve and Prins Alfred Hamlet**  
Michelle Klaasen - Witzenberg Municipality  
0716201930  
Nov 2020 – Dec 2020  
R105000-00
- 5. Clearing of Alien Vegetation – Area C - Stellenbosch**  
Nompelo Pindani - Stellenbosch Municipality  
021 8088415 / 0827916220  
9 Oct 2017 / 30 Oct 2017

R23000-00

**6. Clearing of Invasive Alien Vegetation – Franschhoek Area**

Adam Cloete – Franschhoek Security Estate

0798844044 / 0829203835

Jan 2019 / Feb 2019

R115000-00

**7. Alien Vegetation Clearing and Grass Cutting – La Motte, Franschhoek**

Adam Cloete - Franschhoek Security Estate

079944044 / 0829203835

2 Feb 2021 / 28 Feb 2021

**8. Invasive Alien Vegetation – Albert Philander Rd, Blackheath**

Sharne Arendse – SANRAL – MAJV

Email : [sharne.arendse@hsginc.co.za](mailto:sharne.arendse@hsginc.co.za)

021 9574682 / 0736834507

9 Oct 2018 / 30 Nov 2018

R437000-00

**9. Invasive Alien Vegetation – Broadway Blvd, Somerset West**

Sharne Arendse – SANRAL –MAJV

021 9574682 / 0736834507

Email : [sharne.arendse@hsginc.co.za](mailto:sharne.arendse@hsginc.co.za)

2 Nov 2017 / 30 Nov 2017

R18000-00

**10. Clearing of Invasive Alien Vegetation – Pinotage Village**

David Molotsi - Artiso Tiro

0729302648

Email : [davidm@atisatiro.co.za](mailto:davidm@atisatiro.co.za)

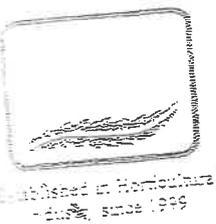
Pinotage Village

R68000-00

1 Nov 2020 / 15 Nov 2020

# BC LANDSCAPE TRAINING & CONSULTANCY

## CERTIFICATE OF COMPETENCE IN SHORT SKILLS SUPERVISORY MANAGEMENT



Established in Horticulture  
since 1999

It is hereby certified that

**T. FORTUIN**

Identity Number

**711107 5584 08 4**

Year Issued

**2017**

Has Demonstrated the Competencies  
Required by the Qualification:

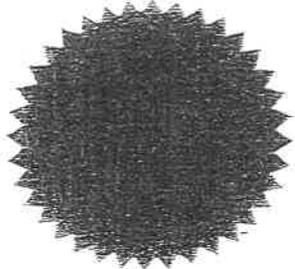


The South African Green  
Industries Council



Accredited NQF Levels 1 - 4 in  
Ornamental Horticulture,  
Sports Turf Maintenance &  
Plant Production  
Accreditation No: PAET142

US NO:	TITLE:	CREDITS:
26-135	Apply Supervisory Management Principles in a Horticultural Enterprise	10 credits
<b>TOTAL CREDITS ACHIEVED:</b>		<b>10 CREDITS</b>



*Maule*  
B.K. MAULE  
SOUTH AFRICAN POLICE SERVICE  
2021-11-04  
HRM  
SUID-AFRIKAANSE POLISIEDIENS

BC Landscape Training & Consultancy CC  
as a Training Provider in NQF

Certificate Number: 17-8-2017  
NAME IN PRINT: SGT BJ ARENDSE  
MAGISTRAR: SGT BJ ARENDSE  
FORCE NUMBER: 012210-5  
Signature: [Handwritten Signature]

# BC LANDSCAPE TRAINING & CONSULTANCY



Established in Horticultural Industry since 1999

## CERTIFICATE

### OF COMPETENCE IN SHORT SKILLS CHAINSAW & BRUSHCUTTER OPERATION

It is hereby certified that

**G. G. ADONIS**

Identity Number

**860927 5054 08 8**

Year Issued

**2017**

Has Demonstrated the Competencies  
Required by the Qualification:



Accredited NQF Levels 1 - 4 in  
Ornamental Horticulture,  
Sports Turf Maintenance &  
Plant Production  
Accreditation No: PAET142

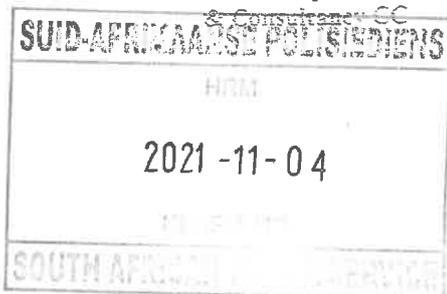
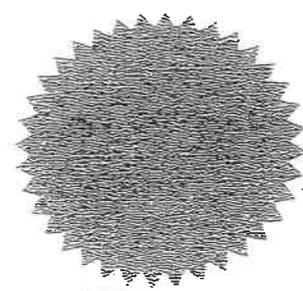


The South African Green  
Industries Council

US NO:	TITLE:	CREDITS:
164195	Operate Chainsaws for Limbing and Logging at Ground Level.	6 credits
	<i>This Certificate is valid for 24 months only. Thereafter, the Trainee should be re-assessed.</i>	
164182	Operate Brushcutters in the Horticultural Environment	4 credits
<b>TOTAL CREDITS ACHIEVED:</b>		<b>10 CREDITS</b>

*B. K. Mautla*

**B. K. MAUTLA**  
MEMBER & GENERAL MANAGER  
BC Landscape Training  
& Consultancy CC



BC Landscape Training & Consultancy CC is a Training Provider of Levels 1-4 of the NQF.

7012210-5  
SGT BJ ARENDSE  
7012210-5  
SGT  
BERNY ARENDSE

# BC LANDSCAPE TRAINING & CONSULTANCY



Established in Horticultural Industry since 1999

## CERTIFICATE

### OF COMPETENCE IN SHORT SKILLS CHAINSAW & BRUSHCUTTER OPERATION

*It is hereby certified that*

**L. R. DIRKSE**

*Identity Number*

**900306 5084 08 4**

*Year Issued*

**2017**

*Has Demonstrated the Competencies  
Required by the Qualification:*



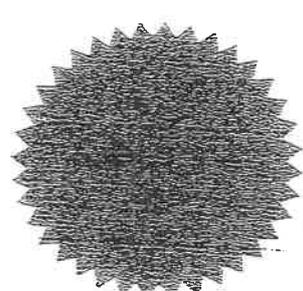
**SAGIC**

The South African Green Industries Council

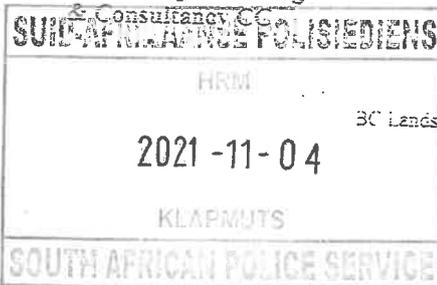
Accredited NQF Levels 1 - 4 in  
Ornamental Horticulture,  
Sports Turf Maintenance &  
Plant Production  
Accreditation No: PAET1143

<u>LS NO:</u>	<u>TITLE:</u>	<u>CREDITS:</u>
264195	Operate Chainsaws for Limbing and Logging at Ground Level	6 credits
	<i>This Certificate is valid for 24 months only. Thereafter, the Trainee should be re-assessed!</i>	
264182	Operate Brushcutters in the Horticultural Environment	4 credits
<b>TOTAL CREDITS ACHIEVED:</b>		<b>10 CREDITS</b>

**B. K. MAUTLA**  
MEMBER & GENERAL MANAGER  
B C Landscape Training  
& Consultancy CC



**SAL**



BC Landscape Training & Consultancy CC is Accredited by Agri-SAPS as a Training Provider in NQF Levels 1-4

Handwritten: 7092210-57

SGT BJ ARENDSE

HANDWRITING / SIGNATURE: *Berry Arendse*

MACRO NUMBER: 7092210-57

FOUNCE NUMBER: [blank]

NAME IN DIUKSKRIF: BERRY ARENDE

# BC LANDSCAPE TRAINING & CONSULTANCY



Specialised in Horticultural  
Landscape since 1994

## CERTIFICATE

### OF COMPETENCE IN SHORT SKILLS CHAINSAW & BRUSHCUTTER OPERATION

It is hereby certified that

**T. FORTUIN**

Identity Number

**711107 5584 08 4**

Year Issued

**2017**

Has Demonstrated the Competencies  
Required by the Qualification:



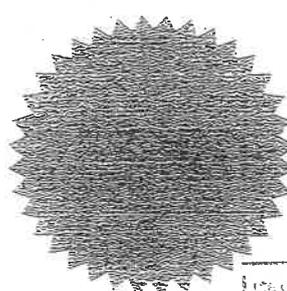
The South African Green  
Industries Council

Accredited NQF Levels 1 - 4 in  
Ornamental Horticulture,  
Sports Turf Maintenance &  
Plant Production  
Accreditation No: PAEY142

LS NO:	TITLE:	CREDITS:
264195	Operate Chainsaws for Limbing and Logging at Ground Level	5 credits
<i>This Certificate is valid for 24 months only. Thereafter the Trainee should be re-assessed</i>		
264182	Operate Brushcutters in the Horticultural Environment	4 credits
<b>TOTAL CREDITS ACHIEVED:</b>		<b>10 CREDITS</b>

*B. N. Mautla*

**B. N. MAUTLA**



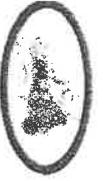
**SAGIC**



**SOUTH AFRICAN GREEN INDUSTRIES COUNCIL**  
BC Landscape Training & Consultancy CC  
2021-11-04  
SOUTH AFRICAN GREEN INDUSTRIES COUNCIL

BC Landscape Training & Consultancy CC is Accredited as a Training Provider in NQF Levels 1-4

SGT BJ ARENDSE  
7012210-50189-17  
SGT  
Beryn Arendse



# Certificate of Completion

FES Training Centre Accreditation Nr:

121999692091

**Deon**

**Klaasem**

**ID NR: 770414 5155 081**

**SAQA 119701**

**CREATE AN AWARENESS OF  
ENVIRONMENTAL PROTECTION**

**CHAINSAW OPERATOR**

**Level: 3**

**Credits: 120**

SUID-AFRIKAANSE POLISIEDIENS
HRM
2021-11-04
KLAARMUTS
SOUTH AFRICAN POLICE SERVICE

MAAGKRYWER	7012210-5
POLIS KROMMER	SGT BJABENDSE
NAAM IN LITJESKRIF	Benj
NAME IN SMALL	Arndt
	Dy

*Adam Cloete*

ADAM CLOETE  
Accessor

*Bmjeffhas*

BMJEFFHAS  
Moderator



# Certificate of Completion

FES Training Centre Accreditation Nr:  
121999692091

Justin  
Galant

ID NR: 960112 5545 083

SAGA 119701

CREATE AN AWARENESS OF  
ENVIRONMENTAL PROTECTION

CHAINSAW OPERATOR

Level: 3

Credits: 120



*Adam Cloete*

*B. J. Jeffthas*

ADAM CLOETE  
Accessor

B. M. JEFFTHAS  
Moderator



# Certificate of Completion

FES Training Centre Accreditation Nr:  
121999692091

SUID-AFRIKAANSE POLISIEDIENS  
HRM  
2021-11-04  
KLAPHUTS  
SOUTH AFRICAN POLICE SERVICE

Christiaan  
De Klerk

ID NR: 900923 5413 087

SAQA 119701

CREATE AN AWARENESS OF  
ENVIRONMENTAL PROTECTION  
CHAINSAW OPERATOR

Level: 3  
Credits: 120

*Acloete*

*B. Jeffthas*

ADAM CLOETE  
Accessor

BMJEFFTHAS  
Moderator

THE ORGANISATION OF THE SOUTH AFRICAN POLICE SERVICE IS A TRUSTEE OF THE NATIONAL FUND FOR THE DEVELOPMENT OF THE POLICE SERVICE. THE NATIONAL FUND FOR THE DEVELOPMENT OF THE POLICE SERVICE IS A TRUSTEE OF THE NATIONAL FUND FOR THE DEVELOPMENT OF THE POLICE SERVICE.  
SGT B. ARENDESE  
7012210-5  
NAME IN DUTSISKRIFTE: *Berny Anzobu*  
NAME IN ENGLISH: *Berny Anzobu*



# Certificate of Completion

FES Training Centre Accreditation Nr:  
121999692091

Glenville Arthur  
Paul

ID NR: 910318 5223 081

SAQA 119701

CREATE AN AWARENESS OF  
ENVIRONMENTAL PROTECTION

CHAINSAW OPERATOR

Level: 3

Credits: 120



*Adam Cloete*

ADAM CLOETE  
Assessor

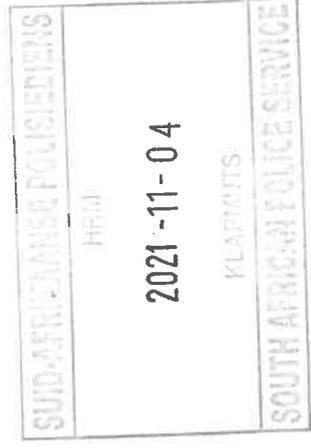
*B. Jeffthas*

BMJEFTHAS  
Moderator



# Certificate of Completion

Franschoek Estate Security  
Accreditation Nr: 121999692091



# Deon Klaassen

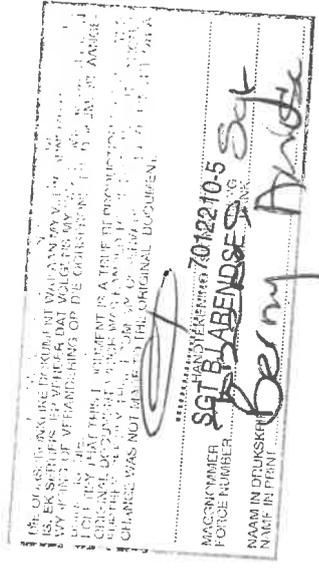
ID NR: 7704145155081

Unit standard: 116534

Carry out basic first Aid treatment in the  
workplace

Level: 3  
Credits: 2

ADAM CLOETE  
Accessor



BMJEFTHAS  
Moderator



# Certificate of Completion

Franschhoek Estate Security  
Accreditation Nr: 121999692091



# Winston Galant

ID NR: 900306 5270 089

Unit s tandard: 116534

Carry out basic first Aid treatment in the  
workplace

Level: 3  
Credits: 2

ADAM CLOETE  
A c c e s s o r



BMJEFTHAS  
M o d e r a t o r



# Certificate of Completion

Franschhoek Estate Security  
Accreditation Nr: 121999692091

SUID-AFRICAANSE POLISIEDIENS
HRM
2021-11-04
KLAPMUTS
SOUTH AFRICAN POLICE SERVICE

# Danny Olivier

ID NR: 901225 5592 087

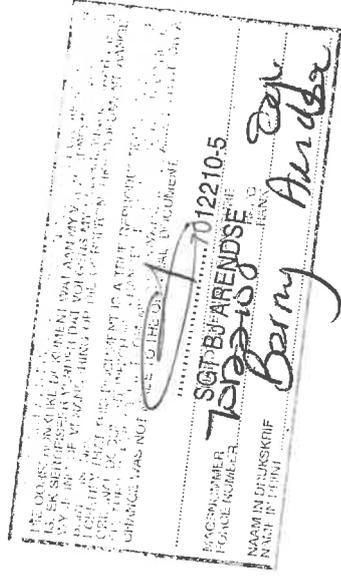
Unit standard: 116534

Carry out basic first Aid treatment in the  
workplace

Level: 3

Credits: 2

ADAM CLOETE  
Accessor



BMJEETHAS  
Moderator



# Certificate of Completion

FES Training Centre AccreditationNr:  
121999692091



Winston  
Galant

ID NR: 900306 5270 089

SAQA 119701

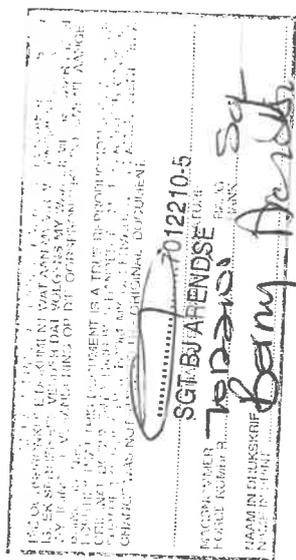
CREATE AN AWARENESS OF  
ENVIRONMENTAL PROTECTION

CHAINSAW OPERATOR

Level: 3  
Credits: 120

*Adam Cloete*

ADAM CLOETE  
Accessor



*B. J. J. J.*

BMJEFFHAS  
Moderator



# Certificate of Completion

FES Training Centre Accreditation Nr:  
121999692091

SUID-AFRICAANSE POLISIEDIENS
HERAL
2021 -11- 04
KLAFRINTS
SOUTH AFRICAN POLICE SERVICE

Jaffa  
Galant

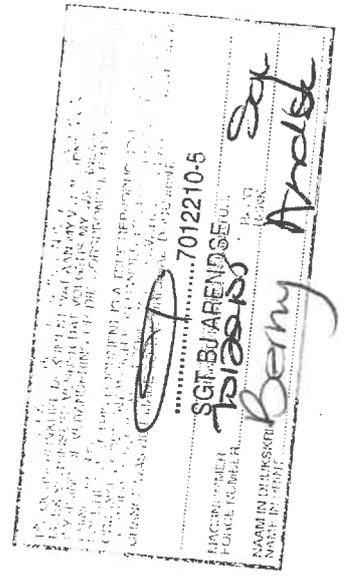
ID NR: 940828 5075 089

SQA 119701

CREATE AN AWARENESS OF  
ENVIRONMENTAL PROTECTION  
CHAINSAW OPERATOR

Level: 3  
Credits: 120

ADAM CLOETE  
Assessor



BMJEFTHAS  
Moderator



# Certificate of Completion

FES Training Centre Accreditation Nr:  
121999692091



Danny  
Olivier

ID NR: 901225 5592 087

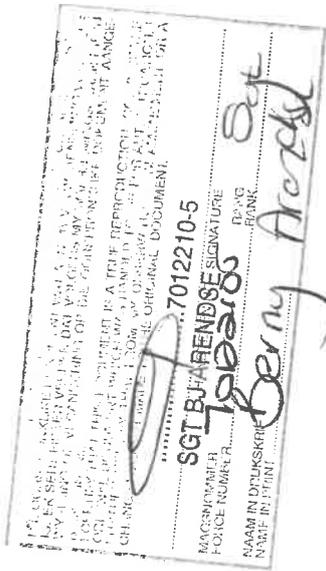
SAQA 119701

CREATE AN AWARENESS OF  
ENVIRONMENTAL PROTECTION

CHAINSAW OPERATOR

Level: 3  
Credits: 120

ADAM CLOETE  
Accessor



BMJEETHAS  
Moderator



# Certificate of Completion

FES Training Centre Accreditation Nr:  
121999692091

SUID-AFRIKAANSE POLISIEDIENS
HRM
2021-11-04
KLAWALTS
SOUTH AFRICAN POLICE SERVICE

Wilbur Dillon  
Hendricks  
ID NR: 960324 52870 083

SAQA 119701

CREATE AN AWARENESS OF  
ENVIRONMENTAL PROTECTION  
CHAINSAW OPERATOR

Level: 3  
Credits: 120

*Adam Cloete*

ADAM CLOETE  
Accessor

MAGISTRAT
7012210-5
SETBJWAARENDESE
FORDE NUMMER
NAAM IN DRUKSKRIF
NAME IN PRINT
<i>Berry Arendse</i>
<i>Eyk</i>

*Berthas*

B.MJEFTHAS  
Moderator



# NOSA<sup>®</sup> ACTION

TRAINING ACADEMY  
EMERGENCY AND EVACUATION SPECIALISTS

*This certificate is issued in recognition of*

*Dylon D. Philander*

*ID: 971214 5128 089*

*Having successfully completed the following course*

SUID-AFRICAANSE POLISIEDIENS
HRM
2021 -11- 04
KLAPMUTS
SOUTH AFRICAN POLICE SERVICE

*First Aid Level 1*

7012210-5

SGT BJ ARENDSE

Signature: *Berny Arendse*

Rank: *Sgt*

23-06-2017

Date

23-06-2020

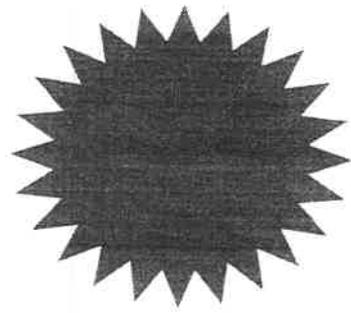
Expiry Date

*[Signature]*

MANAGEMENT

CERTIFICATE NO: CT10954/M1/2017

DOL CERT NO: CI 272/3/12/1





# Certificate of Completion

FES Training Centre  
Accreditation Nr: 121999692091



# Tommy Fortuin

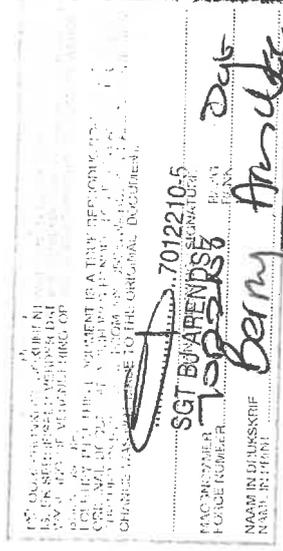
ID NR: 711107 5584 08 4

Unit s tandard: 116534

Carry out basic first Aid treatment in the  
workplace

Level: 3  
Credits: 2

ADAM CLOETE  
Assessor



BMJEFFTHAS  
Moderator



# Certificate of Completion

FES Training Centre  
Accreditation Nr: 121999692091



**Tommy  
Fortuin**  
ID NR: 711107 5584 08 4

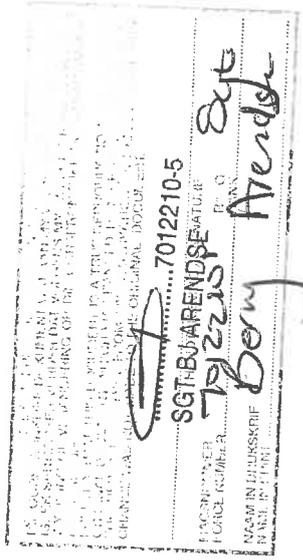
Unit standard: 264185

Carry out basic Herbicide Application in the  
workplace

Level: 3  
Credits: 2

*Adam Cloete*

ADAM CLOETE  
Accessor



*Benj Arendse*

BMJEFTHAS  
Moderator

# BC LANDSCAPE TRAINING & CONSULTANCY



Worked in Horticultural industry since 1999

## CERTIFICATE

### OF COMPETENCE IN SHORT SKILLS SUPERVISORY MANAGEMENT

*It is hereby certified that*

**J. C. SMITH**

*Identity Number*

**810918 5232 08 0**

*Year Issued*

**2017**

*Has Demonstrated the Competencies Required by the Qualification:*



**SAGIC**

The South African Green Industries Council

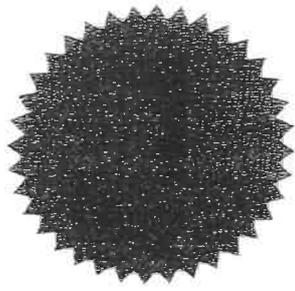
Accredited NQF Levels 1 - 4 in  
Ornamental Horticulture,  
Sports Turf Maintenance &  
Plant Production  
Accreditation No: PAET7142

US NO:	TITLE:	CREDITS:
064235	Apply Supervisory Management Principles in a Horticultural Enterprise	10 credits
<b>TOTAL CREDITS ACHIEVED:</b>		<b>10 CREDITS</b>

*B. K. Mautla*

**B. K. MAUTLA**

MEMBER & GENERAL MANAGER



**SALI**



BC Landscape Training & Consultancy CC  
 2021-11-04  
 KLAPMUTS  
 SOUTH AFRICAN POLICE SERVICE

7012210-5  
 SGT. BJ. ARENDSE  
 RANG RANG  
 Sqt  
 Bery Amels

# BC LANDSCAPE TRAINING & CONSULTANCY

## CERTIFICATE

### OF COMPETENCE IN SHORT SKILLS PEST CONTROL

It is hereby certified that

**J. PAULSE**

Identity Number

**800730 5224 08 8**

Year Issued

**2017**

Has Demonstrated the Competencies  
Required by the Qualification:



The South African Green  
Industries Council

BC Landscape Training & Consultancy CC  
is Accredited by the  
SAGIC  
for the following NQF Levels 1-4 in  
Ornamental Horticulture,  
Lawn Care Maintenance &  
Plant Production  
and Landscaping (PASTHIC)

LS NO:

TITLE:

CREDITS:

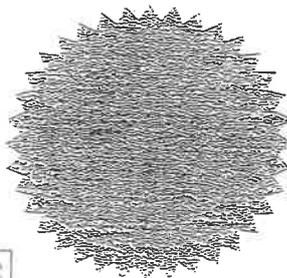
14-195

Apply Pest Control Practices in Ornamental  
Plant Production & Landscaping

6 credits

TOTAL CREDITS ACHIEVED:

6 CREDITS



**B. K. MAUTLA**  
OWNER & GENERAL MANAGER  
BC Landscape Training  
& Consultancy CC

**SUID-AFRIKAANSE POLISIEDIENS**

HRM

2021-11-04

KLAPMUTS

**SOUTH AFRICAN POLICE SERVICE**

SAI

7012210-5

**SGT B.J. ARENDSE**

70122100

Berry Arendse

# BC LANDSCAPE TRAINING & CONSULTANCY



## CERTIFICATE

### OF COMPETENCE IN SHORT SKILLS PEST CONTROL

*It is hereby certified that*

**C. R. BESTER**

*Identity Number*

**910128 5246 08 5**

*Year Issued*

**2017**

*Has Demonstrated the Competencies  
Required by the Qualification:*

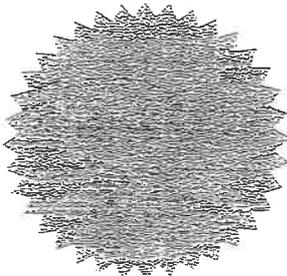


The South African Green  
Industries Council

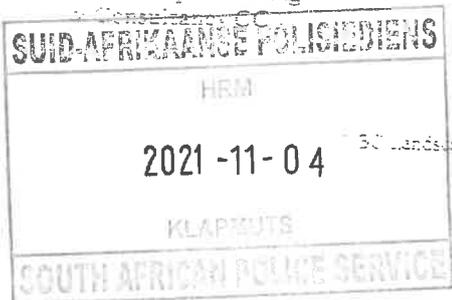
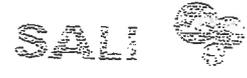
Accredited NQF Levels 1-4 in  
Ornamental Horticulture,  
Turf Maintenance &  
Plant Production  
Accreditation No: PAET7142

Accredited NQF Levels 1-4 in  
Ornamental Horticulture,  
Turf Maintenance &  
Plant Production  
Accreditation No: PAET7142

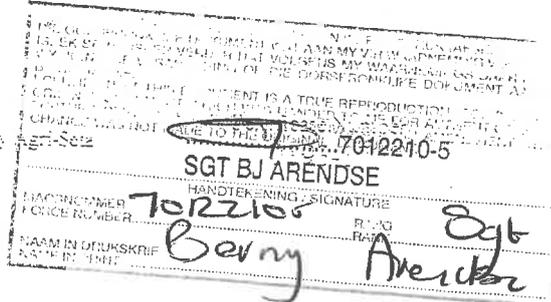
US NO:	TITLE:	CREDITS:
26485	Apply Pest Control Practices in Ornamental Plant Production & Landscaping	6 credits
<b>TOTAL CREDITS ACHIEVED:</b>		<b>6 CREDITS</b>



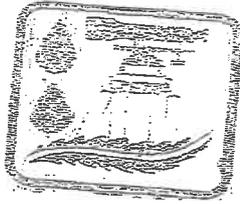
**S. K. MAUTLA**  
MEMBER & GENERAL MANAGER  
BC Landscape Training  
& Consultancy CC



BC Landscape Training & Consultancy CC is Accredited by  
as a Training Provider in NQF Levels: 1-4



# BC LANDSCAPE TRAINING & CONSULTANCY CC



## CERTIFICATE

It is hereby certified that

**D KLAASSEN**

Identity Number

770414 5155 08 1

Year Issued

2005

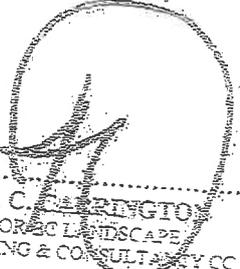
successfully completed a course in

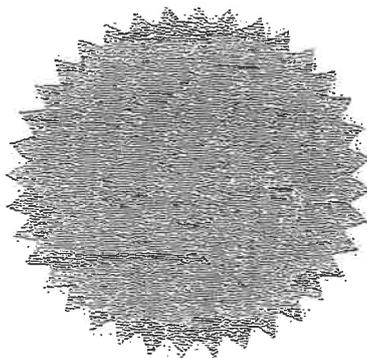
## LANDSCAPE MAINTENANCE LEVEL 1

and passed the following modules leading to award of credits with RPL UNISA:

- |                            |   |                         |   |
|----------------------------|---|-------------------------|---|
| • Mowing                   | * | • Edging Turf           | * |
| • Health and Safety        | * | • Watering Plants       | * |
| • Annual Care Kitsaya Lawn | * | • Weeds                 | * |
| • Weed Killer Application  | * | • Pest and Diseases     | * |
| • Pruning                  | * | • How Plants Grow       | * |
| • Fertilizers              | * | • Brushcutter Operation | * |
| • Plant Identification     | * |                         |   |

(\*indicates distinction)

  
 R. C. HARRINGTON  
 FOR BC LANDSCAPE  
 TRAINING & CONSULTANCY CC

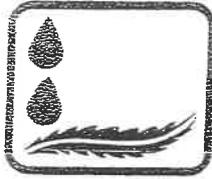


  
 S. GELLMAN  
 PROGRAMME MODERATOR

0087

# CERTIFICATE

## LANDSCAPE MAINTENANCE LEVEL 2



BC LANDSCAPE  
TRAINING &  
CONSULTANCY CC



RECOGNITION OF  
PRIOR LEARNING  
UNISA

It is hereby certified that

**D KLAASSEN**

Identity Number

**770414 5155 08 1**

Year Issued

**2005**

*Has gained a total of 28 credits in the following core subjects:*

*(\* indicates distinction)*

US NO: 119707 *Applying Health & Safety in Horticulture \**

US NO: 119697 *Mowing Lawns in Landscaped Areas \**

US NO: 116066 *Operate and Maintain Specific Irrigation Systems \**

US NO: 116124 *Control Pests, Diseases & Weeds on all Crops  
Effectively and Responsibly \**

TITLE: *Demonstrate an Understanding of Landscape Site Aesthetics*

US NO: 119710 *Pruning & Shaping of Ornamental Shrubs \**

US NO: 119706 *Planting & Establishing Ornamental Plants from Containers  
Into Open Ground \**

US NO: 116160 *Apply Basic Resource Management Principles & Practices  
Applicable in a Horticultural Environment*

TITLE: *Maintain Warm and Cool Season Lawns \**

US NO: 119689 *Identifying the Major Categories of Ornamental Plants \**

R.C. CARRINGTON  
FOR BC LANDSCAPE TRAINING  
& CONSULTANCY CC

SANDI GILLMAN  
PROGRAMME MODERATOR

0575

The credits gained are accredited to RPL UNISA

BC LANDSCAPE TRAINING & CONSULTANCY CC, IS ACCREDITED,  
AS A TRAINING PROVIDER OF EDUCATION & TRAINING BY AGRI-SETA.  
REG NO: PAET7142

# CERTIFICATE

## A SKILLS PROGRAMME IN LANDSCAPE MAINTENANCE LEVEL 3

It is hereby certified that

**D KLAASSEN**

Identity Number

770414 5155 08 1

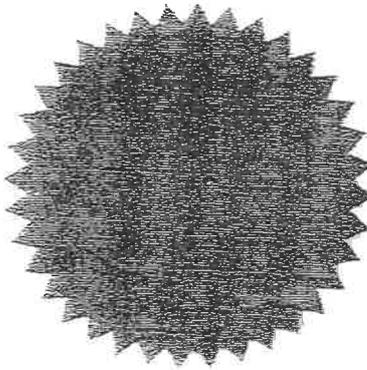
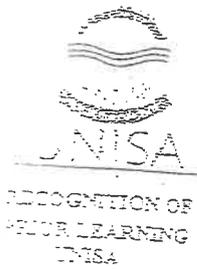
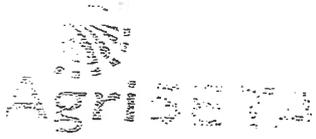
Year Issued

2009

Has gained a total of 22 credits in the following core subjects:

(\* indicates distinction)

- TITLE: Install Planting from a Landscape Plan =
- TITLE: Demonstrate an Understanding of Estimating =
- US NO: 116518 Conduct Health & Safety Representation Activities at A Workplace (3 credits) =
- US NO: 116202 Operate and Maintain Specific Irrigation Systems (2 credits) =
- US NO: 116275 Apply Routine Maintenance and Servicing Procedures to Engines (3 credits) =
- US NO: 116159 Identify the Need for Capital and Understand the Recording of Income and Costs (2 credits) =
- US NO: 116200 Plant a Crop Under Supervision (4 credits) =
- US NO: 116160 Apply Basic Human Resource Management Principles and Practices (2 credits) =
- US NO: 119689 Identify the Major Categories of Ornamental Plants (6 credits)



*Gillman*  
S GILLMAN  
PROGRAMME MODERATOR

K. CARRINGTON  
BC LANDSCAPE TRAINING  
& CONSULTANCY CC

09/1424

The credits gained are accredited to RPL UNISA  
BC LANDSCAPE TRAINING & CONSULTANCY CC, IS ACCREDITED  
AS A TRAINING PROVIDER OF EDUCATION & TRAINING BY AGRIS-ETA.  
REG NO: PAET7142



# ISTEC

## SAFETY

*This is to certify that*

A Cloete

ID NO: 6909065256089

*Has successfully completed the*

Safety Health, Environmental & Quality  
(SHERQ) Risk Management  
*Training Course*

Based on the  
requirements of:  
DIS/ISO 45001,  
ISO14001 &  
ISO 9001 Standards



Certificate Number:  
EDU2016119

.....  
**Johan Taljaard**  
Course Director

*Course Dates*  
Week 1: 9 May 2016 to 13 May 2016  
Week 2: 20 May 2016 to 24 May 2016

**Alison**

**Certificate**

This is to certify that

**Liezel Marlese Benjamin**

Successfully obtained a Certificate in

**Coronavirus - What you need to know**



1960-1336345

*Dr. Eric Corbett*

Director of Certification



18th May 2020

Date of Award



**THIS IS TO CERTIFY THAT**

**Rallton Theodore Muller**

ID NUMBER

901220 5017 08 6

has passed an examination in

**FIRST AID**

**LEVEL ONE**

Document C : Department of Labour

  
MANAGER

  
INSTRUCTOR

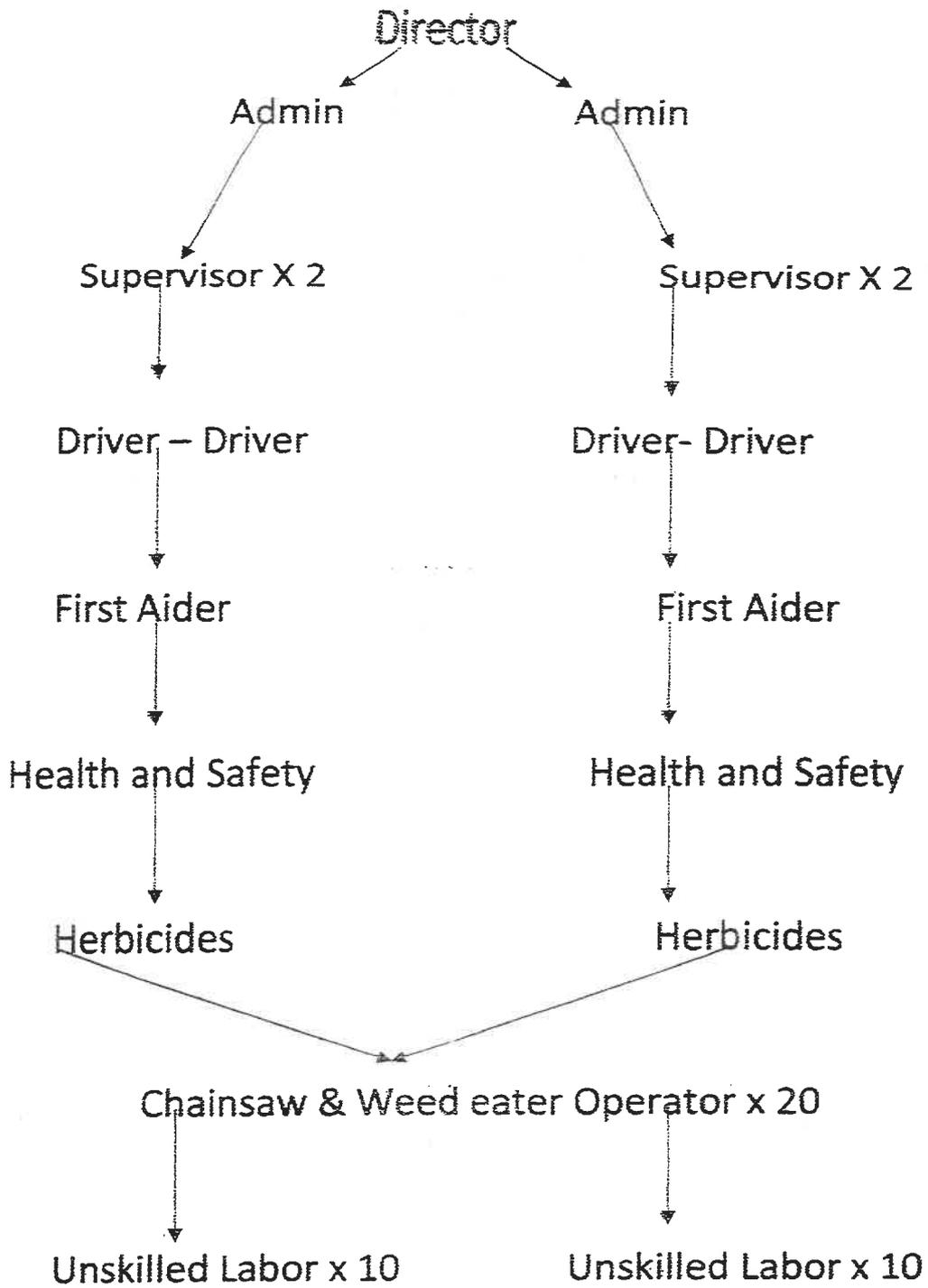
ISSUED AT Cape Town

DATE 18/03/2015

Valid for three years from date of issue

CPT\2015\F10b  
Department of Labour  
CI BIG 3-02

Registration No. 000-814 NPO  
Issued without erasure or alteration



**NOSA<sup>®</sup>ACTION**  
TRAINING ACADEMY  
EMERGENCY AND EVACUATION SPECIALISTS

*This certificate is issued in recognition of*

*Tommy Fortuin*  
*ID: 711107 5584 084*

*Having successfully completed the*  
*following course*

*Fire Fighting*

21-06-2017

Date

21-06-2020

Recommended Renewal

*Tommy Fortuin*

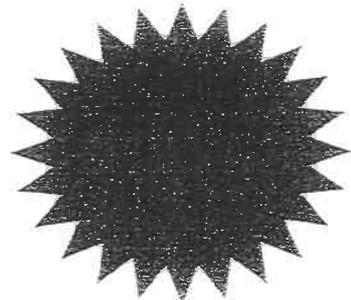
MANAGEMENT

*[Signature]*

INSTRUCTOR

CERTIFICATE NO: CT10873/F2/2017

DOL CERT NO: CI 272/3/12/1



educating the nation

educating the nation

**NOSA<sup>®</sup>ACTION**  
TRAINING ACADEMY  
EMERGENCY AND EVACUATION SPECIALISTS

*This certificate is issued in recognition of*

*Llewellyn I.P. Abelse*

*ID: 780725 5173 081*

*Having successfully completed the  
following course*

*Fire Fighting*

21-06-2017

Date

21-06-2020

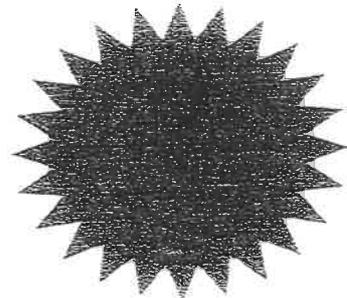
Recommended Renewal



MANAGEMENT



INSTRUCTOR



CERTIFICATE NO: CT10872/F2/2017

DOL CERT NO: CI 272/3/12/1



# CERTIFICATE

**D Klaassen**

7704145155081

Completed with competence  
a 4-day

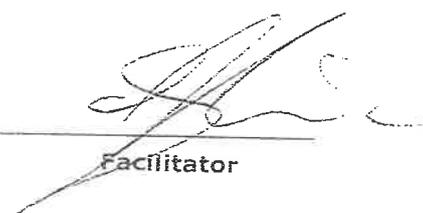
**Labour Relations  
Programme**

24 February 2009

Date

3799

Certificate Number

  
Facilitator





# Certificate of Competency

*A. G. Perkins*

*ID Number 8012295261082*

**has successfully completed a**  
*Basic Tree Climbing (Saga ID 262289)*  
*Aerial Rescue (Saga ID 262258)*  
**course**

No. \_\_\_\_\_ Dept Forest & Wood Science

Presented By *M. Taha*

Date 2010-12-10 To 2010-12-10

  
Training Manager:  
Enviro Chainsaws

Date of issue: 2010-12-10



# Certificate of Completion

Franschoek Estate Security  
Accreditation Nr: 121999692091

**Nikita  
Williams**

ID NR: 960919 0489 087

Unit standard: 113852

Apply occupational health, safety and  
environmental principles

Level: 3

Credits: 2

ADAM CLOETE  
Assessor

BMJEFTHAS  
Moderator



# Certificate of Completion

Franschhoek Estate Security  
Accreditation Nr: 121999692091

# Mikayla Geswindt

ID NR: 001113 0667 089

Unit s tandard: 116534

Carry out basic first Aid treatment in the  
workplace

Level: 3

Credits: 2

ADAM CLOETE  
A c c e s s o r

BMJEFFHAS  
M o d e r a t o r





# Certificate of Completion

Franschhoek Estate Security  
Accreditation Nr: 121999692091

# Wilbur Dillon Hendriks

ID NR: 960324 5287 083

Unit s tandard: 113852

Apply occupational health, safety and  
environmental principles

Level: 3

Credits: 2

ADAM CLOETE  
A c c e s s o r

BMJEFTHAS  
M o d e r a t o r



# Certificate of Completion

Franschhoek Estate Security  
Accreditation Nr: 121999692091

# Glenville Arthur Paul

ID NR: 910318 5223 081

Unit s tandard: 113852

Apply occupational health, safety and  
environmental principles

Level: 3

Credits: 2

ADAM CLOETE  
A c c e s s o r

BMJEËTHAS  
M o d e r a t o r



# Certificate of Completion

Franschhoek Estate Security  
Accreditation Nr: 121999692091

**Christiaan  
De Klerk**

ID NR: 900923 5413 087

Unit standard: 113852

Apply occupational health, safety and  
environmental principles

Level: 3

Credits: 2

ADAM CLOETE  
Assessor

BMJEFTHAS  
Moderator



# Certificate of Completion

Franschhoek Estate Security  
Accreditation Nr: 121999692091

# Davenita Crisle Adams

ID NR: 000807 0507 085

Unit s tandard: 113852

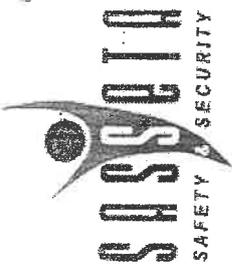
Apply occupational health, safety and  
environmental principles

Level: 3

Credits: 2

ADAM CLOETE  
A c c e s s o r

BMJEFTHAS  
M o d e r a t o r



FRANSCHHOEK ESTATE SECURITY ACCREDITATION NUMBER: 121999692091 | ID NUMBER: 000807 0507 085 | UNIT STANDARD: 113852 | LEVEL: 3 | CREDITS: 2



# Certificate of Completion

Franschhoek Estate Security  
Accreditation Nr: 121999692091

**Jafta  
Galant**

ID NR: 740828 5075 081

Unit s tandard: 113852

Apply occupational health, safety and  
environmental principles

Level: 3

Credits: 2

ADAM CLOETE  
A c c e s s o r

BMJEFTHAS  
M o d e r a t o r



**agriculture,  
forestry & fisheries**

Department  
Agriculture, Forestry and Fisheries  
REPUBLIC OF SOUTH AFRICA

**REGISTRAR: ACT NO. 36 OF 1947/REGISTRATEUR: WET NO. 36 VAN 1947**

Agriculture Building/Landbou, 20 Steve Biko/Beatrix Street, PRETORIA  
Private Bag/Privaatsak X343, PRETORIA, 0001

Visit our web site at [www.dfs.gov.za](http://www.dfs.gov.za) or [www.dfs.gov.za/eng/index.htm](http://www.dfs.gov.za/eng/index.htm)

Inquiries/Navrae: E-mail: Rupert Hefer / Robert Tshwane/ Muisa Raigidima Ref/Verw: Tel: (012) 319-7187 • Fax: (012) 319-7179  
• e-mail: [Rupert@dafrrd.gov.za](mailto:Rupert@dafrrd.gov.za) / [Robert@dafrrd.gov.za](mailto:Robert@dafrrd.gov.za) / [Muisa@dafrrd.gov.za](mailto:Muisa@dafrrd.gov.za)

**TO WHOM IT MAY CONCERN**

**30 June 2020**

**PEST CONTROL OPERATORS REGISTRATIONS FOR 2020- 2023**

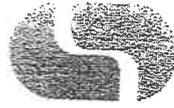
This letter is to certify that this Department has received applications and payments for the renewal of Pest Control Operators for 2020 – 2023. These applications are being processed, and new certificates will be issued as soon as possible.

I hereby confirm that the registration certificate which is valid until June 2020 may still be used to continue the Pest Control duties, eg. service current accounts, general pest management, tender for business, auditing for HACCP purposes until 31 October 2020.

It must be noted that the registration certificate with the validity date of 30 June 2020 is applicable for this purpose.

Kindly contact this office for further information.

**p p REGISTRAR: ACT 36 OF 1947**



**CAPITEC**  
BANK

Simply the best  
at what we do.

Dear Sir/Madam

Please take note that KURT made a payment to your account.

The payment details are as follows:

### Payment Notification

Notification number 247689  
Payment date 05/10/2020 10:57

#### Payment details

Beneficiary name DAFF-act 36 of 1947  
Bank name Standard Bank  
Account number 011203102  
Branch 051001  
Payment type Regular payment  
Amount R 1986.00  
Payment reference K BOONZAAIER

#### IMPORTANT NOTES:

Immediate payments to non-Capitec banking clients and regular payments made to Capitec clients will reflect in the beneficiaries account immediately.

Regular payments made to non-Capitec banking clients BEFORE 02:00 PM Monday to Friday, or BEFORE 09:00 AM on a Saturday should reflect in the beneficiary account the following business (work) day.

Regular payments made to non-Capitec banking clients AFTER 02:00 PM Monday to Friday, or AFTER 09:00 AM on a Saturday, or on a Sunday, or on a public holiday should reflect in the beneficiary account within 2 business (work) days.

This is a notification that we received instruction to effect a payment and not a representation of any kind or guarantee that the amount has in fact been transferred or shall be available in the account. The processing of the payment may be delayed, which may impact on the timing of the availability of the funds.

### Remote Banking Services

8595



agriculture,  
forestry & fisheries

Department:  
Agriculture, Forestry and Fisheries  
REPUBLIC OF SOUTH AFRICA

Republic of South Africa/Republiek van Suid-Afrika  
Registrar: Act 36 of 1947/Registrateur: Wet 36 van 1947  
Private Bag/Privaatsak X343  
Pretoria  
0001

FERTILIZERS, FARM FEEDS, AGRICULTURAL REMEDIES AND STOCK REMEDIES ACT, 1947  
(ACT NO. 36 OF 1947)  
WET OP MISSTOWWE, VEEVOEDSEL, LANDBOUMIDDELS EN VEEMIDDELS, 1947  
(WET NO. 36 VAN 1947)

# CERTIFICATE OF REGISTRATION REGISTRASIESERTIFIKAAT

NAME AND ADDRESS OF REGISTRATION HOLDER/NAAM EN ADRES VAN REGISTRASIEHOUER

K A S Boonzaaier  
P O Box 3323  
PAARL  
7646

REGISTRATION OF A PEST CONTROL OPERATOR/REGISTRASIE VAN PLAAGBEHEEROPERATEUR  
Registration Number P40070 Registrasienuommer

In terms of the provisions of Act 36 of 1947 and the regulations promulgated thereunder, it is hereby certified that:

Ingevolge die bepalings van Wet 36 van 1947 en die regulasies daarkragtens uitgevaardig, word hiermee gesertifiseer dat:

Identity number

K A S Boonzaaier

Identiteitsnommer

841108 5163 088

Has been registered by me as a pest control operator in the following fields of pest control:

Deur my as 'n plaagbeheeroperateur geregistreer is in die volgende velde van plaagbeheer.

(V) ~~Structural Pest Control - Commercial and Domestic~~ 2017/10/31

This registration is valid until 2020/06/30  
The granting of this registration does not exempt anybody from the provisions of any other Law.

Hierdie registrasie is geldig tot  
Die verlening van hierdie registrasie onthef niemand van die bepalings van enige ander Wet nie.

Date of issue

2017/10/31

Datum van uitreiking

*R. Tshwane*

REGISTRAR: ACT 36 OF 1947/REGISTRATEUR: WET 36 VAN 1947

Applied for new certificate: awaiting on it due to Corona Virus



MONTH: Feb 2021  
 FINISH TIME: 1600

WORK PLACE: Franschoek  
 id nr: 1300 ON: 1300

YEAR: 2021  
 MONTH: Feb  
 Date: 2021-11-04

YEAR 2021 MONTH Feb Date	Signature	Deviations for Standard Time		Overtime worked		Sundays/Public Holidays Worked		Remarks	Authorised by Line Manager/Supervisor
		Meal Intervals Starting Time:	- Finishing Time	From: - To	From: - To	From: - To	Total hours worked		
2	TF	730	1600						(Approved) Dean
3	TF	730	1600						
4	TF	730	1600						
5	TF	730	1600						
6	TF	730	1600						
7	TF	730	1600						
8	TF	730	1600						
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21	TF	730	1600						
22	TF	730	1600						
23	TF	730	1600						
24	TF	730	1600						
25	TF	730	1600						
26	TF	730	1600						

20/2/21  
 Date

SGD-AKWAISE POLISEVIENS  
 2021-11-04  
 KLAPRUTS  
 SOUTH AFRICAN POLICE SERVICE

DE VRYERSKEDER HOP...  
 SGT BJARENDSE  
 7012210-5  
 BANG BANK  
 BENJ AVERSTRA







