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CAPE WINELANDS DISTRICT

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ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

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

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

Received by [Signature] Date 18/03/2022



CAPE WINELANDS DISTRICT

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TENDER NUMBER: T 2021/069

**UNBLOCKING AND CLEANING OF DRAINAGE PIPE
STRUCTURES IN RURAL PROVINCIAL PUBLIC SECTOR
RESERVES FOR THE PERIOD ENDING 30 JUNE 2024**

COMPANY NAME: PELEPELE INVESTMENTS (PTY) LTD

POSTAL ADDRESS: POSTNET SUITE 179, PRIVATE BAG X1040
RICHARDS BAY
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Email: perlens@jplpi.co.za

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 2021/069
**UNBLOCKING AND CLEANING OF DRAINAGE PIPE STRUCTURES IN RURAL PROVINCIAL
PUBLIC SECTOR RESERVES FOR THE PERIOD ENDING 30 JUNE 2024**

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A. TENDER NOTICE

Tenders are hereby invited for the cleaning and unblocking of various sizes drainage structures in the provincial public road network.

Technical enquiries regarding this bid can be directed to Mr Izak van Der Westhuizen at telephone no. 0861 265 263.

Closing date: 11:00 on Wednesday, 26 May 2021

Tender documents, in English, are available free of charge on the websites: www.capewinelandsgov.za or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 220.00 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**

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B. GENERAL CONDITIONS AND INFORMATION

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

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

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

1. Acceptance or Rejection of a Tender

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

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

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

2. Validity Period

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

3. Registration on Accredited Supplier Database

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

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

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

4. Completion of Tender Documents

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

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

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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.

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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.

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15. Persons in the service of the state

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

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

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

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

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

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

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

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

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

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

Bidders other than EMEs

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

Bidders who qualify as EMEs

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

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

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

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

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

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

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

Registered auditors approved by IRBA

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

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

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

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

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

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

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

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

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

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

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

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

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

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

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

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

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

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

31. Municipal Rates, Taxes and Charges

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

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

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

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

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

33. Letter of Good Standing from the Commissioner of Compensation

A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.

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

If no such document/s as specified by the Municipality is submitted, the bid will be disqualified.

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

The purpose of this document is to:

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

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

2. APPLICATION

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

3. GENERAL

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

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

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

6. PATENT RIGHTS

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

7. PERFORMANCE SECURITY

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

8. INSPECTIONS, TESTS AND ANALYSES

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

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

9. PACKING

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

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

10. DELIVERY AND DOCUMENTS

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

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

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

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

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14. SPARE PARTS

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

15. WARRANTY

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

16. PAYMENT

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

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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.

18. 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

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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. ANTI-DUMPING 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.

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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

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E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2021/039	Closing date:	26-05-2021	Closing time:	11h00
Description	UNBLOCKING AND CLEANING OF DRAINAGE PIPE STRUCTURES IN RURAL PROVINCIAL PUBLIC SECTOR RESERVES FOR THE PERIOD ENDING 30 JUNE 2024				
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	PELEPELE INVESTMENTS (PTY) LTD				
Postal address	POSTNET SUITE 179, PRIVATE BAG X1040 RICHARDS BAY 3900				
Street address	68 CERAMIC CURVE UNIT NO.5 R/BAY				
Telephone number	Code	071	Number	850 2855	
Cell phone number	076 229 1104				
E-mail address	perlene@plpi.co.za				
VAT registration number	4770284315				
Tax compliance status	TCS PIN:	C144E32241	OR	CSD No:	MAAA 072 5800
B-BBEE status level verification certificate [tick applicable box]	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no		B-BBEE status level sworn affidavit	<input 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	ONE		Total bid price	RATES BASED	
Signature of bidder			Date	06/05/2021	
Capacity under which this bid is signed	MANAGER				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Izak van Der Westhuizen				
Telephone number	021 870 3231 / 082 5577 690				
E-mail address	izak@capewinlands.gov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewinlands.gov.za				

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. BACKGROUND

Tenders are hereby invited to appoint service providers for the cleaning and unblocking of various sizes drainage structures in the provincial public road network and the removal of the material from these sites to approved spoil sites.

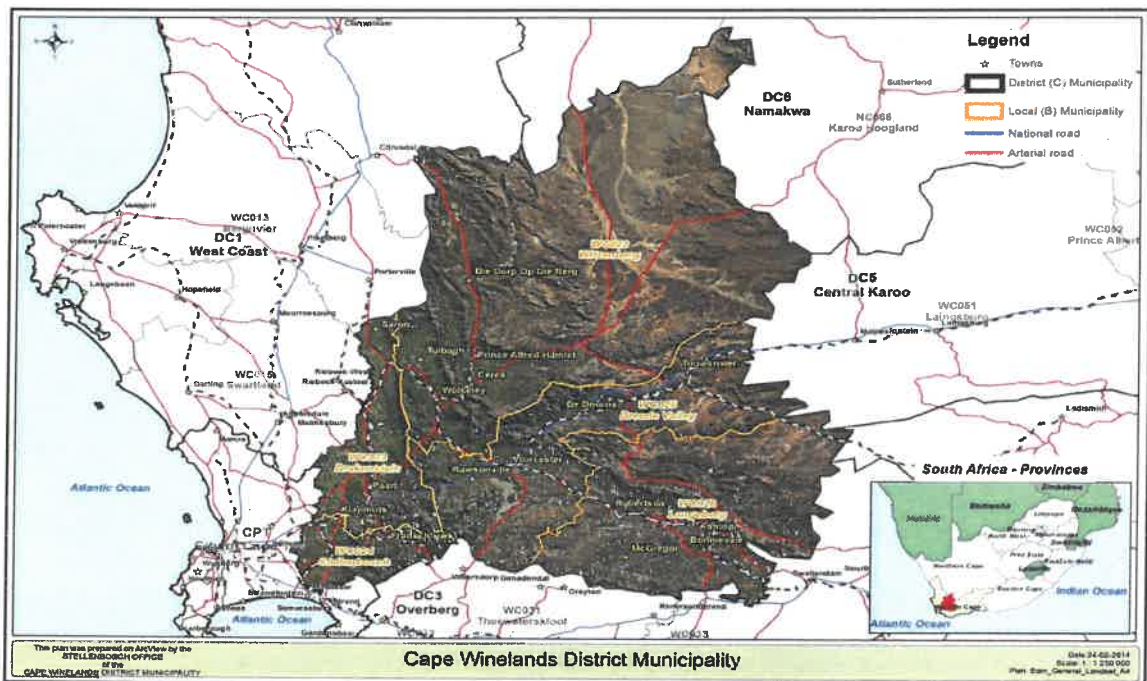
2. INTRODUCTION

The purpose of this tender is to assist where the extent of the blockage and cleaning is beyond the ability of Council's own road maintenance teams.

A quotation for the work based on this tender's tariffs will be obtained.

The Cape Winelands District Municipality's (CWDM) jurisdiction includes the local authorities of Stellenbosch, Drakenstein, Langeberg, Breede Valley and Witzenberg as reflected in the locality Map 1.

Pricing will therefore be based for work in each of the above local municipalities and shall include all transport costs and other costs related in the removal of any material obtained from the drainage structures to ensure a clean and free flowing drainage structure.



Map 1: Jurisdiction of Cape Winelands District Municipality (DC2) and the includes the local authorities of Stellenbosch, Drakenstein, Langeberg, Breede Valle and Witzenberg.

3. DURATION OF TENDER SCOPE OF WORK

- 3.1 The tender will be valid for up to 30 June 2024. Prices quoted must be valid for the period 01 July 2021 to 30 June 2024.

4. SCOPE OF THE WORK

4.1 High volume and high speed provincial public roads are generally involved requiring the following to protect the road users and road maintenance staff:

4.1.1 The service provider must adhere to all South African safety regulations and traffic accommodation according to the South African Signs Manual, Roadwork Signing, Chapter 13.

4.1.2 The service provider must adhere to all legal and environmental standards.

5. RESPONSE TIME

- Normal response: - within 5 working days from being notified.

6. LOGISTICAL REQUIREMENTS

6.1 NORMAL RESPONSE

- A quotation based on this tender's tariffs must be obtained after the site was visited by a technical experienced official from Council together with the service provider to establish a realistic project time and to agree on an approved traffic accommodation plan.
- After final written approval of the traffic accommodation plan refer to in 5, the order will then be issued to continue with the work. The service provider must inform the Council's representative 2 days in advance when the service provider will start with the work.
- If the Council's representative has assessed that the service provider does not adhere to the approved traffic accommodation plan, a written instruction will be issued to the service provider's representative on site to stop all work until the traffic accommodation is reinstated according to the approved traffic accommodation plan.

6.2 FAILURE TO RESPOND

Council reserves the right to appoint another service provider if the appointed service provider fails to respond after being duly notified.

7. MINIMUM REQUIREMENTS

The service provider shall be public liability insured for a minimum of R2 million rand and provide Council with proof with its bid. Proof of public liability insurance will be requested prior to award.

8. EVALUATION CRITERIA

The road reserves include provincial roads where high-volume traffic could be involved and therefore the service provider must provide proof of ability to perform the work. The service provider must attach a detailed company profile clearly indicating experiences and contactable references.

9. EVALUATION & AWARD

9.1 An estimated 30 Hours of work per year during working hours and 40 hours of work per year for after working hours will be used for the evaluation purposes.

- 9.2 Award will be made for a rate per hour for each area.
- 9.3 The tender will be evaluate per geographical, however the CWDM reserves the right to award to one service provider or all the Municipal areas

10. REMUNERATION

No upfront payments will be made.
Payments to the Service Provider will only be effected upon completion of the work.
All prices are exclusive of Value Added Tax

11. DELIVERABLES

- 11.1 Service providers for the cleaning and unblocking of various sizes drainage structures in the provincial public road network and the removal of the material from the sites.
- 11.2 The service provider must adhere to all South African safety regulations and traffic accommodation according to the South African Signs Manual, Roadwork Signing, Chapter 13.

PELEPELE INVESTMENTS (PTY) LTD
PostNet Suite 179, Private Bag X1040
Richards Bay, 3900
Tel: 071 850 2855 / Fax: 086 523 7930
Mobile: 076 229 1104
Email: perlene@plpi.co.za

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 2021/069: UNBLOCKING AND CLEANING OF DRAINAGE PIPE STRUCTURES IN RURAL PROVINCIAL PUBLIC SECTOR RESERVES FOR THE PERIOD ENDING 30 JUNE 2024

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 to 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 to 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): *Bradley Devarshayam*

Name(s): BRADLEY DEVARSHAYAM

Capacity for the Tenderer: MANAGER

Name of organization: PELEPELE INVESTMENTS (PTY) LTD

Name and Signature of Witness: PERLENE GOVENDER Date: 06/05/2021

PELEPELE INVESTMENTS (PTY) LTD
PostNet Suite 179, Private Bag X1040
Richards Bay, 3900
Tel: 071 850 2835 / Fax: 080 323 7930
Mobile: 076 229 1104
Email: pelepele@jhb.co.za

SECTION 1: EXPERIENCE and PUBLIC LIABILITY	
ITEMS	PROOF PROVIDED
<p>Experience in years performing such work in public road reserves: The road reserves include provincial roads where high-volume traffic could be involved and therefore the service provider must provide proof of ability to perform the work. The service provider must attach a detailed company profile clearly indicating experiences and contactable references.</p> <p>(if no proof is provided the bid will be disqualified)</p>	<p><input checked="" type="radio"/> Yes / No</p>
<p>The service provider shall be public liability insured for a minimum of R2 million rand and provide Council with proof with its bid. Proof of public liability insurance will be requested prior to award.</p>	<p><input checked="" type="radio"/> Yes / No</p>

SECTION 2: PRICING SCHEDULE	
PRICING SCHEDULE APPLICABLE FOR THE LOCAL MUNICIPAL RURAL AREAS AT	
Local municipality	Tick when applicable
Breede Valley	<input checked="" type="checkbox"/>
Witzenberg	<input checked="" type="checkbox"/>
Langeberg	<input checked="" type="checkbox"/>
Stellenbosch	<input checked="" type="checkbox"/>
Drakenstein	<input checked="" type="checkbox"/>

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 Email: perlene@pypi.co.za

SECTION 3: PRICING SCHEDULE

BREEDE VALLEY VALID FROM 1 JULY 2021 UP TO 30 JUNE 2022 (NORMAL BUSINESS HOURS: MONDAYS TO FRIDAYS FROM 08:00 TO 17:00)			
Activity	Hourly Rate per Activity (Excluding VAT)	VAT @ 15%	Hourly Rate per Activity (Including VAT)
TOTAL HOURLY RATE FOR ALL ACTIVITIES*	R 500 - 00	R 75 - 00	R 575 - 00
BREEDE VALLEY VALID FROM 1 JULY 2021 TO 30 JUNE 2022 (AFTER HOURS: MONDAYS TO FRIDAYS FROM 17:01 TO 07:59, INCLUDING SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS)			
Activity	Hourly Rate per Activity (Excluding VAT)	VAT @ 15%	Hourly Rate per Activity (Including VAT)
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* Cost to perform the work (shall include all transport costs and other costs related to the removal of any material from the road reserve as obtained from the drainage structures to ensure a clean and free flowing drainage structure and a clean and neat road reserve).

BREEDE VALLEY VALID FROM 1 JULY 2022 TO 30 JUNE 2023 (NORMAL BUSINESS HOURS: MONDAYS TO FRIDAYS FROM 08:00 TO 17:00)			
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NAME OF SERVICE PROVIDER: PELEPELE INVESTMENTS (PTY) LTD

SIGNED ON BEHALF OF SERVICE PROVIDER: *[Signature]*

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

PELEPELE INVESTMENTS (PTY) LTD
 PostNet Suite 179, Private Bag X1040
 Richards Bay, 3900
 Tel: 071 850 2855 / Fax: 086 523 7930
 Mobile: 076 229 1104
 Email: parlene@pipi.co.za

BREEDE VALLEY VALID FROM 1 JULY 2023 TO 30 JUNE 2024 (NORMAL BUSINESS HOURS: MONDAYS TO FRIDAYS FROM 08:00 TO 17:00)			
Activity	Hourly Rate per Activity (Excluding VAT)	VAT @ 15%	Hourly Rate per Activity (Including VAT)
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WITZENBERG VALID FROM 1 JULY 2021 UP TO 30 JUNE 2022 (NORMAL BUSINESS HOURS: MONDAYS TO FRIDAYS FROM 08:00 TO 17:00)			
Activity	Hourly Rate per Activity (Excluding VAT)	VAT @ 15%	Hourly Rate per Activity (Including VAT)
TOTAL HOURLY RATE FOR ALL ACTIVITIES*	R 500 -00	R 75 -00	R 575 -00
WITZENBERG VALLEY VALID FROM 1 JULY 2021 UP TO 30 JUNE 2022 (AFTER HOURS: MONDAYS TO FRIDAYS FROM 17:01 TO 07:59, INCLUDING SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS)			
Activity	Hourly Rate per Activity (Excluding VAT)	VAT @ 15%	Hourly Rate per Activity (Including VAT)
TOTAL HOURLY RATE FOR ALL ACTIVITIES*	R 500 -00	R 75 -00	R 575 -00

* Cost to perform the work (shall include all transport costs and other costs related to the removal of any material from the road reserve as obtained from the drainage structures to ensure a clean and free flowing drainage structure and a clean and neat road reserve).

NAME OF SERVICE PROVIDER: PELEPELE INVESTMENTS (PTY) LTD

SIGNED ON BEHALF OF SERVICE PROVIDER: 



WITZENBERG VALID FROM 1 JULY 2022 TO 30 JUNE 2023 (NORMAL BUSINESS HOURS: MONDAYS TO FRIDAYS FROM 08:00 TO 17:00)			
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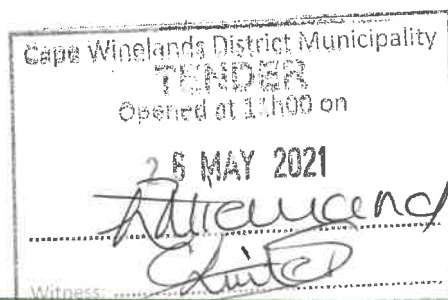
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NAME OF SERVICE PROVIDER: PELEPELE INVESTMENTS (PTY) LTD

SIGNED ON BEHALF OF SERVICE PROVIDER: 



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PostNet Suite 179, Private Bag X1040
Richards Bay, 3900
Tel: 071 850 2855 / Fax: 086 523 7930
Mobile: 076 229 1104
Email: perlene@pipi.co.za

LANGEBERG VALID FROM 1 JULY 2021 UP TO 30 JUNE 2022 (NORMAL BUSINESS HOURS: MONDAYS TO FRIDAYS FROM 08:00 TO 17:00)			
Activity	Hourly Rate per Activity (Excluding VAT)	VAT @ 15%	Hourly Rate per Activity (Including VAT)
TOTAL HOURLY RATE FOR ALL ACTIVITIES*	R 500 -00	R 75-00	R 575 -00
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NAME OF SERVICE PROVIDER: PELEPELE INVESTMENTS (PTY) LTD

SIGNED ON BEHALF OF SERVICE PROVIDER: 

Cape Winelands District Municipality
TENDER
Opened at 11h00 on
26 MAY 2021

Witness: 

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STELLENBOSCH VALID FROM 1 JULY 2021 UP TO 30 JUNE 2022 (NORMAL BUSINESS HOURS: MONDAYS TO FRIDAYS FROM 08:00 TO 17:00)			
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TOTAL HOURLY RATE FOR ALL ACTIVITIES*	R 500 - 00	R 75 - 00	R 575 - 00
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NAME OF SERVICE PROVIDER: PELEPELE INVESTMENTS (PTY) LTD

SIGNED ON BEHALF OF SERVICE PROVIDER: *[Signature]*

Cape Winelands District Municipality
TENDER
Opened at 11h00 on
26 MAY 2021
[Signature]
[Signature]

PELEPELE INVESTMENTS (PTY) LTD
PostNet Suite 179, Private Bag X1040
Richards Bay, 3900
Tel: 071 850 2855 / Fax: 086 523 7930
Mobile: 078 229 1104
Email: parlene@ppl.co.za

STELLENBOSCH VALID FROM 1 JULY 2022 TO 30 JUNE 2023 (NORMAL BUSINESS HOURS: MONDAYS TO FRIDAYS FROM 08:00 TO 17:00)			
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NAME OF SERVICE PROVIDER: PELEPELE INVESTMENTS (PTY) LTD.

SIGNED ON BEHALF OF SERVICE PROVIDER: *[Signature]*



DRAKENSTEIN VALID FROM 1 JULY 2021 UP TO 30 JUNE 2022 (NORMAL BUSINESS HOURS: MONDAYS TO FRIDAYS FROM 08:00 TO 17:00)			
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DRAKENSTEIN VALID FROM 1 JULY 2022 TO 30 JUNE 2023 (NORMAL BUSINESS HOURS: MONDAYS TO FRIDAYS FROM 08:00 TO 17:00)			
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NAME OF SERVICE PROVIDER: PELEPELE INVESTMENTS (PTY) LTD

SIGNED ON BEHALF OF SERVICE PROVIDER: *Penelope*



**DRAKENSTEIN VALID FROM 1 JULY 2023 TO 30 JUNE 2024
(NORMAL BUSINESS HOURS: MONDAYS TO FRIDAYS FROM 08:00 TO 17:00)**


Activity	Hourly Rate per Activity (Excluding VAT)	VAT @ 15%	Hourly Rate per Activity (Including VAT)
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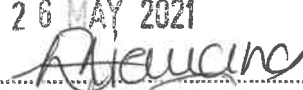

**DRAKENSTEIN VALID FROM 1 JULY 2023 TO 30 JUNE 2024
(AFTER HOURS: MONDAYS TO FRIDAYS FROM 17:01 TO 07:59,
INCLUDING SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS)**

Activity	Hourly Rate per Activity (Excluding VAT)	VAT @ 15%	Hourly Rate per Activity (Including VAT)
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NAME OF SERVICE PROVIDER: PELEPELE INVESTMENTS (PTY) LTD

SIGNED ON BEHALF OF SERVICE PROVIDER: 

Cape Winelands District Municipality
TENDER
 Opened at 11h00 on
26 MAY 2021

 Witness: 

PELEPELE INVESTMENTS (PTY) LTD
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 Tel: 071 850 2050 / Fax: 036 523 7930
 Mobile: 076 228 1104
 Email: perlene@pipi.co.za


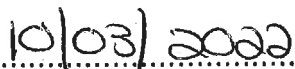

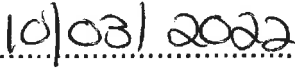
H. ACCEPTANCE

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

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

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

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

ACCEPTANCE (to be completed by the Cape Winelands District Municipality)	
T 2021/069: UNBLOCKING AND CLEANING OF DRAINAGE PIPE STRUCTURES IN RURAL PROVINCIAL PUBLIC SECTOR RESERVES FOR THE PERIOD ENDING 30 JUNE 2024	
 Mr. F. van Eck Executive Director: Technical Services	 Date
 Me. E Niemand Witness	 Date

PELEPELE INVESTMENTS (PTY) LTD
PostNet Suite 179, Private Bag X1040
Richards Bay, 3900
Tel: 071 850 2855 / Fax: 086 523 7830
Mobile: 078 223 1104
Email: perlene@pipi.co.za

I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number
GOVENDER	PERLENE	89 03260 125 080	-

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

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

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

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

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

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

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

- **1.** Persentasie aandeelhouding van persone (HDI) in die besigheid wat histories benadeel is as gevolg van onregverdige 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. 0 %
- 2.** Persentasie aandeelhouding van persone (HDI) in die besigheid wat histories benadeel is as gevolg van onregverdige 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 %
- 3.** Persentasie aandeelhouding van persone (HDI) in die besigheid wat histories benadeel is as gevolg van onregverdige 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 ngokobuhlanga. 0 %
- 4.** Persentasie aandeelhouding van persone geklassifiseer as **jeug**. (18 – 35 Jaar oud).
 Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old)
 Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba bulutsha (18 – 35 Yeminyaka) 100 %
- 5.** Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit In/Ngaphakathi
 Is your business established within the area of jurisdiction of the District Municipality? In / Out In/Out/Ngaphandle
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle Uit/Out/Ngaphandle
- 6.** Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee Ja/Yes/Ewe
 Do you make use of local labour (job creation)? Yes / No Nee/No/Hayi
 Uyawasebenzisa amathuba avelayo calo lomsebenzi (ukudala umsebenzi)? Ewe / hayi Nee/No/Hayi

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 Email: perlene@pipi.co.za

J. DECLARATION OF INTEREST – (MBD 4 B)

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

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

3.1	Full Name of bidder or his or her representative	BRADLEY DEVASAHAYAM
3.2	Identity Number (person submitting this declaration)	900618524 9081
3.3	Position occupied in the Company (official/director/trustees/shareholder ²):	MANAGER
3.4	Company Registration Number	2013/030798/07
3.5	Tax Reference Number	9556962166
3.6	VAT Registration Number	4770284315
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="radio"/> No
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:	N/A	Personal No:	N/A
Full Names:			
Organ of State:		Position:	

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

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

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

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

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

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 Richards Bay, 3900
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 Mobile: 082 910 1111
 Email: perlene@plpi.co.za

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="radio"/> No
3.15.1	If yes, furnish particulars. <i>n/a</i>		
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="radio"/> No
3.16.1	If yes, furnish particulars. <i>n/a</i>		
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="radio"/> No
3.17.1	If yes, furnish particulars. <i>n/a</i>		
	The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted <i>every three</i> months – provide individual information in the schedule under par. 4.		
3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	<input checked="" type="radio"/> No
3.18.1	If yes, furnish particulars. <i>n/a</i>		

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4	Full name of directors / trustees / shareholders	Identity Number	% Share-holding in company	Personal Tax Reference Number	State Employee Number (Persal)	Municipal rates & services account numbers (3.17.1) Municipal clearance or most recent service account must be attached as evidence
1	PERLENE GOVENDEE	8903260125080	100 %	014 9799199	—	11 ALOE LOOP , VELOENVLEI 02267 229
2						
3						
4						
5						
6						
7						
8						
9						
10						

EXT 37

PELEPELE INVESTMENTS (PTY) LTD
 PosiNet Suite 17B, Private Bag X1040
 Richards Bay, 3900
 Tel: 071 850 2855 / Fax: 086 523 7830
 Mobile: 076 229 1104
 Email: perlene@ppli.co.za

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

[Signature]
Signature

06/05/2020
Date

MANAGER
Capacity of Signatory

PELEPELE INVESTMENTS (PTY) LTD.
Name of Bidder/Company/CC Name

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

- ¹ MSCM Regulations: "in the service of the state" means to be –
- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
 - (b) a member of the board of directors of any municipal entity;
 - (c) an official of any municipality or municipal entity;
 - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) a member of the accounting authority of any national or provincial public entity; or
 - (f) an employee of Parliament or a provincial legislature.
- ² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Commissioner of Oaths

Signed and sworn to before me at Richards Bay

on this the 21 day of May 2020 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths [Signature]

Position: SALESMAN

Address no 1 premar proms
ALBONOREN

Tel: 025-9012975

Apply official stamp of authority on this page:

SCOTTI AFINDAW POLICE SERVICE

DETECTIVES

2021-05-91

RICHARDS BAY

KWAZULU-NATAL

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 acquisitioning process. (Must be submitted annually)

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

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

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

4.1	If yes, furnish particulars <div style="text-align: center;">N/A</div>
-----	--

CERTIFICATION

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

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

Bradley 06/05/2021
 Signature Date

MANAGER PELEPELE INVESTMENTS (PTY) LTD.
 Position Name of Bidder

PELEPELE INVESTMENTS (PTY) LTD
 PostNet Suite 179, Private Bag X1040
 Richards Bay, 3900
 Tel: 071 850 2855 / Fax: 036 523 7930
 Mobile: 076 229 1104
 Email: perlene@pipi.co.za

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

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

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

1. GENERAL CONDITIONS

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

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

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

Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE PREFERENCE POINT SYSTEM

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

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

Where

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

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: ^{LEVEL} 1 = ^{POINTS} 20 (maximum of 20 points)

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Black people who are youth	<input checked="" type="checkbox"/>	
Black people who are women	<input checked="" type="checkbox"/>	
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: *PELEPELE INVESTMENTS (PTY) LTD*

8.2 VAT registration number: *4770284315*

8.3 Company registration number: *2013/080798/07*

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

SUPER SUCKING, VACUUM TANKERS, DEWATERING, HIGH PRESSURE JETTING AND PLANT HIRE SERVICES.

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated: CITY OF UMHLATHUZE

Registered Account Number: 02267225

Stand Number: 16764

8.8 Total number of years the company/firm has been in business: 8 YEARS

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

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

Signature of Bidders: [Signature]

DATE: 06/05/2021

ADDRESS: 68 CERAMIC CURVE UNIT NO. 5 RICHARDS BAY 3900

WITNESSES:

1. [Signature]

2. [Signature]

PELEPELE INVESTMENTS (PTY) LTD
 PostNet Suite 179, Private Bag X1040
 Richards Bay, 3900
 Tel: 071 850 2855 / Fax: 086 523 7930
 Mobile: 076 229 1104
 Email: pelepele@plpi.co.za

M. CONTRACT FORM – PURCHASE OF GOODS/WORKS OR RENDERING OF SERVICES (MBD 7.2) RENDERING OF SERVICES

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 MUNICIPALITY..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number.....T 2021/069..... 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 BRADLEY DEVASAHAYAM

Capacity MANAGER

Signature [Signature]

Company name PERELELE INVESTMENTS (PTY) LTD

Date 06/05/2021

Witness 1 [Signature] Date 06/05/2021

Witness 2 [Signature] Date 06/05/2021

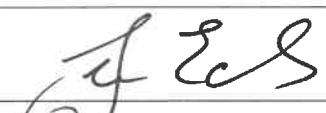




PART 2 - RENDERING OF SERVICES

1. I, **Francois van Eck** in my capacity as **Executive Director Technical Services** accept your bid under reference number **T 2021/069** dated **26/05/2021** 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.

Tender/ Quotation number:	T 2021/069: UNBLOCKING AND CLEANING OF DRAINAGE PIPE STRUCTURES IN RURAL PROVINCIAL PUBLIC SECTOR RESERVES FOR THE PERIOD ENDING 30 JUNE 2024
Awarded to:	Pelepele Investments (Pty) Ltd
Delivery Period	Period ending 30 June 2024
B-BBEE Status level of contribution	1
Minimum threshold for Local Production and Content	Not applicable
Price including VAT	Various prices

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

Name	Francois van Eck	
Signature		10/03/2022
Witness 1		10/03/2022
Witness 2		10/03/2022

N. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - Been convicted of fraud or corruption during the past five years;
 - Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - Been listed in the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12 of 2004)
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

O. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

..... T 2021/069 - UNBLOCKING AND CLEANING OF DRAINAGE PIPE STRUCTURES
(Bid Number and Description)

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

I certify, on behalf of: PELEPELE INVESTMENTS (PTY) LTD that:
(Name of Bidder)

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

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

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

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

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

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

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

.....
Perlene
 Signature

.....
 06/05/2021
 Date

.....
 MANAGER
 Position

.....
 PELEPELE INVESTMENTS (PTY) LTD.
 Name of Bidder

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

PELEPELE INVESTMENTS (PTY) LTD
 PostNet Suite 179, Private Bag X1040
 Richards Bay, 3900
 Tel: 071 850 2855 / Fax: 086 523 7930
 Mobile: 076 229 1104
 Email: perlene@ppli.co.za

P. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
PERLENE GOVENDER	11 ALOC LOOP VELDENVLEI EXT 37	02267225	CITY OF UMHLATHUZE

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

DECLARATION:

I, the undersigned (name) BRADLEY DEVASAHAYAM
 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

06/05/2021
 Date

MANAGER
 Position

PELEPELE INVESTMENTS (PTY) LTD
 Name of Bidder

PELEPELE INVESTMENTS (PTY) LTD
 PostNet Suite 179, Private Bag X1040
 Richards Bay, 3900
 Tel: 071 850 2855 / Fax: 086 523 7930
 Mobile: 078 239 1184
 Email: perlene@ppli.co.za

Q. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs BRADLEY DEVASANAYAM
 acting in his/her capacity as MANAGER
 of the business trading as PELEPELE INVESTMENTS (PTY) LTD
 to sign all documentation in connection with Tender T2021/069

Name of members / directors	Signature	Date
PERLENE GOVENDER	<i>Govender</i>	06/05/2021

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

PELEPELE INVESTMENTS (PTY) LTD
 PostNet Suite 179, Private Bag X1040
 Richards Bay, 3900
 Tel: 071 850 2855 / Fax: 086 523 7930
 Mobile: 076 229 1104
 Email: perlene@nibi.co.za

R. CREDIT ORDER INSTRUCTION

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

DETAILS OF FIRMINSTITUTION

Name	P	E	L	E	P	E	L	E	I	N	V	E	S	T	M	E	N	T	S	P	T	Y	L	T	D

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

NAME OF BANK	N	E	D	B	A	N	K				
NAME OF BRANCH	R	I	C	H	A	R	D	S	B	A	Y
BRANCH CODE	1	9	8	7	6	5					
ACCOUNT NUMBER	1	1	4	6	2	3	1	5	3	9	
TYPE OF ACCOUNT	1	1 = Cheque 2 = Savings									

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

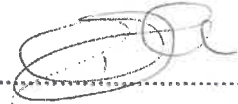
I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

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

NP Mthetha INITIALS AND SURNAME:  AUTHORIZED SIGNATURE: 21.05.21 DATE: 6357808060 TELEPHONE NUMBER:

FOR BANK USE ONLY

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

 AUTHORIZED SIGNATURE

Nedbank Limited
 Reg No 1951/000009/06
 MHLATHUZE
 OFFICIAL DATE **21 MAY 2021**
 T2 (574)
 16 - 99 - 45

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

PELEPELE INVESTMENTS (PTY) LTD
 PostNet Suite 179, Private Bag X1040
 ... Bay, 3800
 Tel: 071 850 2855 / Fax: 086 555 5555
 Mobile: 076 229 1104
 Email: perlana@pipi.co.za

S. COMPULSORY DOCUMENTATION / CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT: (Failure to submit this documentation shall lead to disqualification)

Form G - Form of offer Is the form duly completed and signed?	Yes	✓	No	
Form J – Declaration of Interest (MBD4) Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes	✓	No	
Form K – Certificate of Independent Bid Determination (MBD 9) Is the form duly completed and signed?	Yes	✓	No	
Form L – Preference Points Claim – (MBD 6.1) Is the form duly completed and signed?	Yes	✓	No	
Form M - Contract Form Is the form duly completed and signed?		✓		
Form N – Municipal Rates and services Is a certified copy of the bidder's and those of its director's municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	Yes	✓	No	
Form O– Authority for Signatory Is the form duly completed and is a certified copy of the resolution attached?	Yes	✓	No	
Form P – Declaration of Past Supply Chain Practices (MBD 8) Is the form duly completed and signed?	Yes	✓	No	
Tax Compliance Status Is your unique personal identification number (pin) issued by SARS attached?	Yes	✓	No	

Additional documents applicable to this specific tender:

Compensation for Occupational Injury and Diseases Act Is the letter of Good Standing attached?	Yes	✓	No	
Company profile Is a company profile indicating relevant project experience and a list of clients for whom these projects were undertaken attached?	Yes	✓	No	

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

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

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

Signature: 

Date: 06/05/2021

PELEPELE INVESTMENTS (PTY) LTD
PostNet Suite 179, Private Bag X1040
Richards Bay, 3900
Tel: 071 850 2855 / Fax: 036 523 7930
Mobile: 078 223 1164
Email: pelepele@ppl.co.za

T. REFERENCES

This schedule is to determine the capability of the bidder to execute the contract.

At least three (3) reference letters from companies with whom the service providers are/have conducted business relating to the terms of reference of this tender must be included in the tender document, together with the contact details of the references, alternatively reference letters must be submitted within a timeframe as to be determined by the Cape Winelands District Municipality.

Company Name	UMLALAZI MUNICIPALITY
Description of project	UNBLOCKING AND DESLUDGING
Contact person name	NONDUMISO
Contact person telephone number	073 359 7277 / 035 473 3300
Value of project	36 MONTHS

Company Name	KZN HELTH
Description of project	UNBLOCKING AND DESLUDGING
Contact person name	LUTHULI
Contact person telephone number	081 076 0451 / 035 473 4598
Value of project	24 MONTHS

Company Name	TRASNET NATIONAL PORT AUTHORITY
Description of project	UNBLOCKING AND DESLUDGING
Contact person name	SANGELE
Contact person telephone number	063 274 9844 / 035 9054710
Value of project	36 MONTHS

PELEPELE INVESTMENTS (PTY) LTD
 PostNet Suite 179, Private Bag X1040
 Richards Bay, 3900
 Tel: 071 850 2855 / Fax: 086 523 7930
 Mobile: 076 229 1104
 Email: perlene@plpi.co.za

Pelepele Investments PTY LTD

2013/080798/07

Tel: 076 229 1104 / 071 850 2855

Unit 05, 68 Ceramic Curve, Richards Bay 3900

Fax: 086 523 7930

Email: operations@plpi.co.za / perlene@plpi.co.za

COMPANY DOCUMENTS

Certificate issued by the Commissioner of Companies & Intellectual Property Commission on Thursday, February 13, 2020 at 12:18



Companies and Intellectual Property Commission

a member of the dti group

Disclosure Certificate: Companies and Close Corporations

Registration Number: 2013 / 080798 / 07
Enterprise Name: PELEPELE INVESTMENTS

ENTERPRISE INFORMATION

Registration Number: 2013 / 080798 / 07
Enterprise Name: PELEPELE INVESTMENTS (PTY) LTD
Registration Date: 17/05/2013
Business Start Date: 17/05/2013
Enterprise Type: Private Company
Enterprise Status: In Business
Compliance Notice Status: NONE
Financial Year End: May
TAX Number: 9556962166

Addresses	<u>POSTAL ADDRESS</u>	<u>ADDRESS OF REGISTERED OFFICE</u>
	57 GREENHAVEN VELDENVLEI RICHARDS BAY KWA-ZULU NATAL 3900	57 GREENHAVEN VELDENVLEI RICHARDS BAY KWA-ZULU NATAL 3900

ACTIVE MEMBERS / DIRECTORS

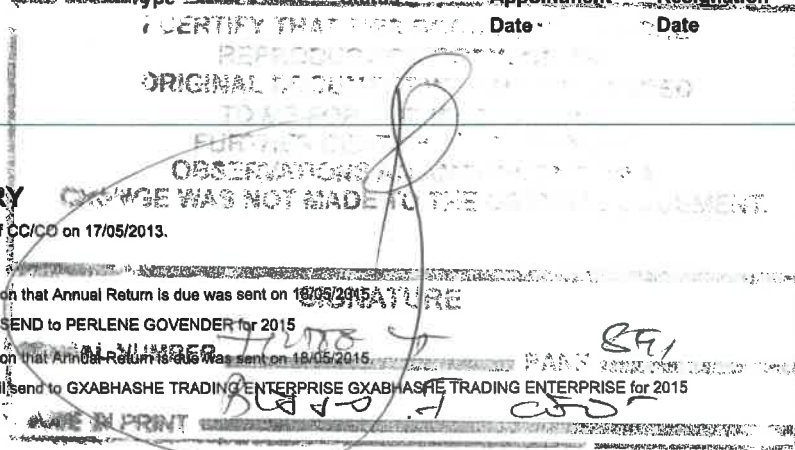
Surname and First Names	Type	ID Number / Date of Birth	Contrib. (R)	Interest (%)	Appoint. Date	Address
GOVENDER, PERLENE	Director	8903260125080	0.00	0.00	17/05/2013	Postal: P O BOX 229, RICHARDS BAY, KWA-ZULU NATAL, 3900 Residential: 23 GREEN HAVEN, RICHARDS BAY, KWA-ZULU NATAL, 3900



AUDITOR DETAILS

Auditor Name	Type	Status	Appointment Date	Resignation Date	Email Address
--------------	------	--------	---------------------	---------------------	---------------

Profession Number:



CHANGE SUMMARY

17/05/2013	Registration of CC/CO on 17/05/2013.
18/05/2015	SMS Notification that Annual Return is due was sent on 18/05/2015 SMS SEND to PERLENE GOVENDER for 2015
18/05/2015	SMS Notification that Annual Return is due was sent on 18/05/2015 E-Mail send to GXABHASHE TRADING ENTERPRISE GXABHASHE TRADING ENTERPRISE for 2015

Physical Address
the dti Campus - Block F
77 Meintjies Street
Sunnyside 0001

Postal Address: Companies
P O Box 429
Pretoria
0001

Docex: 256
Web: www.cipc.co.za
Contact Centre: 086 100 2472 (CIPC)
Contact Centre (International): +27 12 394 9573



Certificate issued by the Commissioner of Companies & Intellectual Property Commission on Thursday, February 13, 2020 at 12:18



Companies and Intellectual Property Commission

a member of the dti group

Disclosure Certificate: Companies and Close Corporations

Registration Number: 2013 / 080798 / 07
Enterprise Name: PELEPELE INVESTMENTS

- 29/07/2015 Status changed to Annual Return In De-registration on 29/07/2015.
Annual Return Non Compliance - In Process of Deregistration No Payment have been made.
- 29/09/2015 Status changed to Cancellation of Annual Return De-registration Process on 29/09/2015.
Company / Close Corporation AR Filing - Web Services : Ref No. : 529642350
- 02/05/2016 Status changed to Unknown.
No Valid SMS or Email Address for enterprise K2013080798
- 22/03/2017 Annual Return completed on 22/03/2017.
Company / Close Corporation AR Filing - Web Services : Ref No. : 566898362
- 05/05/2017 SMS Notification that Annual Return is due was sent on 05/05/2017.
SMS sent to PERLENE GOVENDER for 2017
- 02/05/2018 Status changed to Unknown.
Column msg_address_to does not belong to table Table1. - K2013080798
- 21/03/2019 Registered Address Change on 21/03/2019.
57 GREENHAVEN VELDENVLEI RICHARDS BAY KWA-ZULU NATAL3900
- 05/04/2019 Annual Return completed on 05/04/2019.
Company / Close Corporation AR Filing - Web Services : Ref No. : 5172776149
- 12/06/2019 Annual Return completed on 12/06/2019.
Company / Close Corporation AR Filing - Web Services : Ref No. : 5187755001



I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE ORIGINAL DOCUMENT WHICH WAS HANDED TO ME FOR AUTHENTICATION. I FURTHER CERTIFY THAT, FROM MY OBSERVATIONS, AN AMENDMENT OR A CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

SIGNATURE _____
ID NUMBER 712000000 RANK SPT
NAME IN PRINT BLESSED D - 2021-1





TAX COMPLIANCE STATUS

PIN Issued

PELEPELE INVESTMENTS (PTY) LTD
POSTNET SUITE 179
PRIVATE BAG X1040
RICHARDS BAY
3900

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: 9556962166

Always quote this reference number when contacting SARS

Issue Date: 2021/02/09

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

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

Table with 2 columns: Field Name, Value. Includes Taxpayer Name, Trading Name, Tax Reference Number(s), Purpose of Request, Request Reference Number, PIN, and PIN Expiry Date.

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.

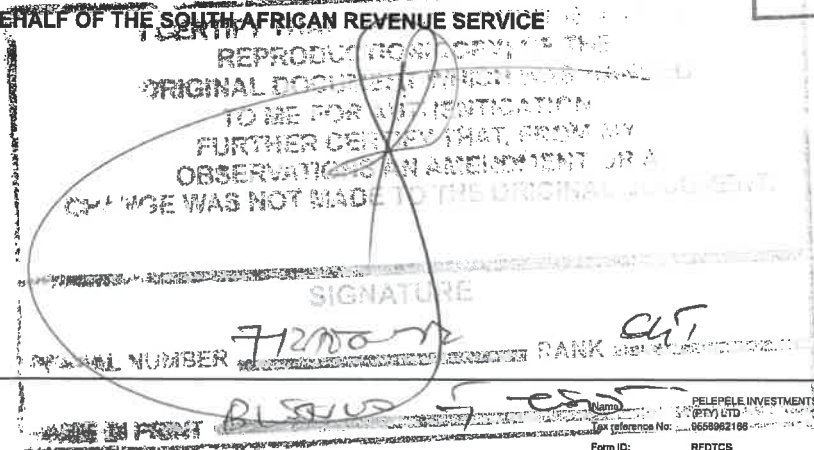
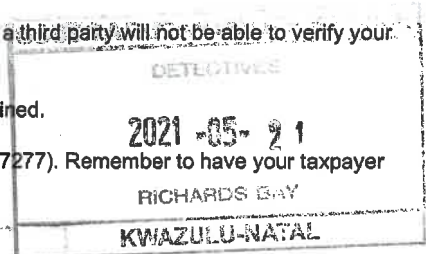
You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

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





Accounting, Tax, Advisory
"where it all adds up"

BLUE SKY TAX SERVICES CC
HEAD OFFICE:
 Suite C, Promenade Centre,
 24 Lira Link,
 Richards Bay, CBD, 3900
 Tel: 035 789 0409
 Fax: 035 789 0613
 PO Box 403, Richards Bay, 3900
 www.blueskyats.co.za

Richards Bay:035 789 0409	Email: rbay@blueskyats.co.za	Mtuba:035 550 3269	Email: mtuba@blueskyats.co.za
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SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE
CERTIFICATE NO: BSKY293
VAT NO: 4770284315

I, the undersigned,

Full name & Surname	Perlene Govender
Identity number	8903260125080

Hereby declare under oath as follows:

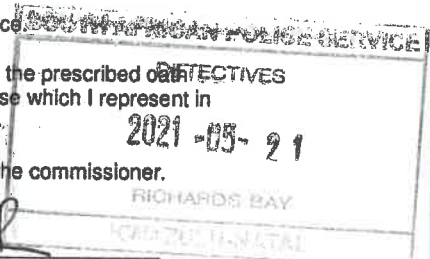
- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member/ director/ owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	Pelepele Investments (Pty) Ltd
Trading Name	Pelepele Investments (Pty) Ltd
Registration Number	2013/080798/07
Enterprise Address	57 Greenhaven, Veldenvlei, Richards Bay, 3900

- I hereby declare under oath that:
 - The enterprise is **100%** black owned;
 - The enterprise is **100%** black woman owned;
 - Based on the Financial Statements / Management Accounts and other information available on the **2020** financial year-end, the annual Total Revenue was between R10,000,000.00 (ten million rands) and R50,000,000.00(fifty 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)	✓
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition)	

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



[Signature]
Bantu Mbuthuma
 Commissioner of Oaths
 SAIPA 29277

[Signature]
Deponent Signature

Date issued: 07 December 2020

Nigel Nair
 Business Accountant (SA)
 SAIBA - BAR1658

Blue Sky Tax Services CC (2017/05559/23)
 saiba > Sait

Mtuba Office:
 Lot 109, Msinsi Road
 Mlubatuba, 3935



labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA



2020005980

CALL CENTER NO: 0860 105 350

REG NO : 990001081847
FAX NO : 0123456789
ISSUE DATE : 2021-04-15
CERTIFICATE NO : 2020005980

PELEPELE INVESTMENTS PTY LTD
PO BOX 229
RICHARDS BAY

LETTER OF GOOD STANDING

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

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

PELEPELE INVESTMENTS PTY LTD

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

Nature of business :HEAVY DUTY EQUIP OPERATE & REP INDUSTR & COM CLEAN

Expiry date :2022-04-30

IMPORTANT NOTICE:

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

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

PLEASE, use the Below link (Website Address) to check if the Letter of Good Standing is valid:

<https://cfonline.labour.gov.za/VerifyLOGS>

Yours faithfully

COMPENSATION COMMISSIONER

W.As. 48

Compensation House, Cnr Hamilton and Soutpansberg Road, PO Box 966, Pretoria, 0001 Fax: (012)357-1817 Website: <http://www.labour.gov.za>

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NOTICE OF PERSONAL PARTICULARS

1. Any changes to the personal particulars in your ID Book must be communicated to all relevant parties.

NOTICE OF CHANGE OF ADDRESS

1. Keep the NOTICE OF CHANGE OF ADDRESS form in this pocket to report a change of address or a change in particular of your present address e.g. name of street and/or street number etc.
2. Hand in at or post to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS

I.D. No. 890326 0125 080



S.A. CITIZEN

SURNAME
GOVENDER

FORENAMES
PERLENE

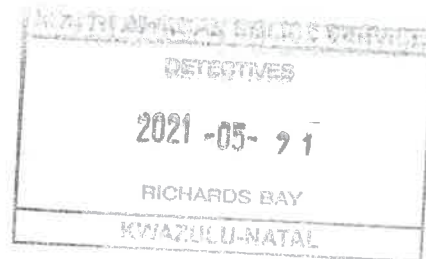
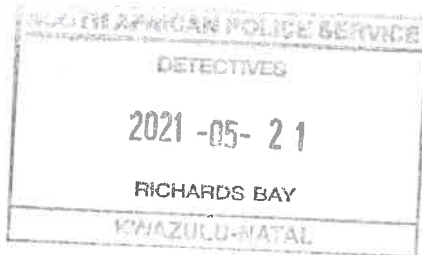
COUNTRY OF BIRTH
SOUTH AFRICA

DATE OF BIRTH
1989-03-26

DATE ISSUED
2011-04-14



ISSUED BY AUTHORITY OF
THE DIRECTOR-GENERAL
HOME AFFAIRS





Institute of
Waste Management
of Southern Africa

CERTIFICATE OF MEMBERSHIP

This is to certify that

Pelepele Investments (Pty) Ltd.

MEMBERSHIP NO. 23318171

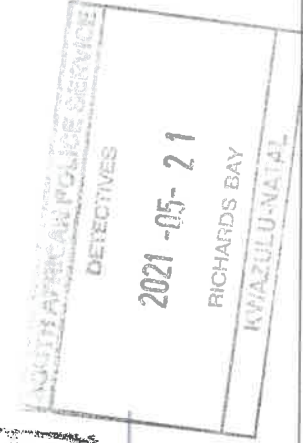
Member Category: Organisation Member (Member for 1 year)

Has committed to comply with the IWMSA Code of Ethics
and is hereby granted membership.

Date Joined: 15 November 2018

Valid until 31 July 2021

IWMSA Executive Officer



g. Amig

 info@IWMSA.co.za

 www.IWMSA.co.za





DEVELOPMENT THROUGH PARTNERSHIP

construction industry development board

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Contractor Detail

Contractor Detail

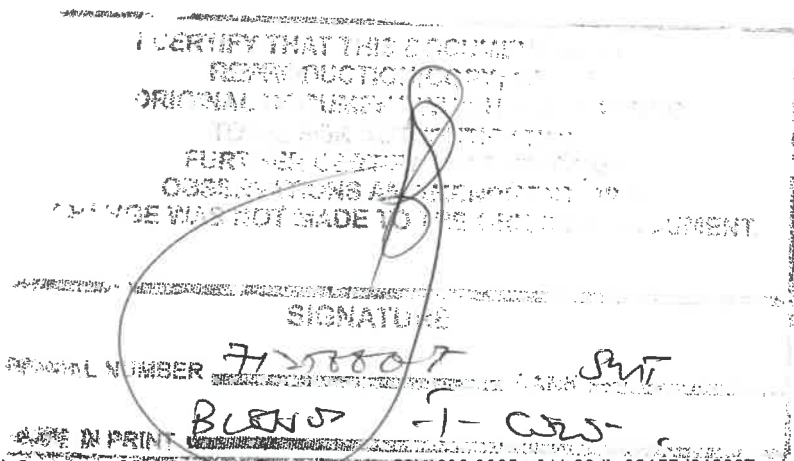
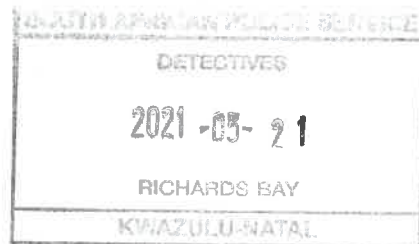
CRS Number:	10164347	Status:	Active
Contractor Name:	PELEPELE INVESTMENTS (PTY) LTD	Type of Enterprise:	Private Company
Trading Name:	PELEPELE INVESTMENTS (PTY) LTD	Expiry Date:	2021/06/04

Contractor Grades

Grade:	1GB PE, Update Date: 2018/06/04
Grade:	1CE PE, Update Date: 2018/06/04
Grade:	1ME PE, Update Date: 2019/06/05
Grade:	1SO PE, Update Date: 2019/07/01

Back

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[Website technical enquires contact](#)





57 Greenhaven
Veld and Vlei
Richards Bay
3900

31 March 2021

Confirmation of banking details

We confirm banking details for the abovementioned client as at date hereof:

The details are as follows:

Account name Pelepele Investments (Pty) Ltd Reg no : 201308079807
Account type Current Account
Date Account Opened 18/04/2017

Bank Nedbank Limited Branch Richards Bay

Account number

1	1	4	6	2	3	1	5	3	9
---	---	---	---	---	---	---	---	---	---

 Universal Branch code

1	9	8	7	6	5
---	---	---	---	---	---

SWIFT code NEDSZAJJ

Yours faithfully

Sifiso Ndlovu
Relationship Manager

Nedbank Limited
Reg No. 1951/000009/06
RICHARDS BAY
31 MAR 2021
SALES & SERVICE (302)
13 - 02 - 30

The information in this letter is strictly confidential.

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

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2021-05-21
RICHARDS BAY
KWAZULU-NATAL

(Nedbank Retail Relationship Banking) | (Richards Bay)

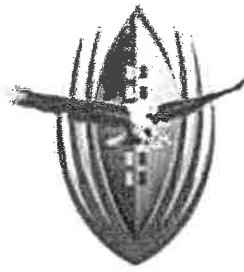
(Mibo Plaza 12 Haiti Hive CBD Richards Bay 3900) (PO Box 1144 Johannesburg 2000)
T (010 237 2014) F

SIGNATURE

Directors: V Naidoo (Chairman), MWT Brown (Chief Executive), HR Bloddy, EA Dames, NP Dongwana, EM Kruger, BA Gzeish, L Makelima, PM Makwana, Prof T Marwala, Dr MA Matookane, RK Morathi (Chief Financial Officer), MP Moya, JK Ndlovu, MC Nkomo (Chief Operating Officer), S Subramoney
Company Secretary: J Katzin 27.05.2019.

Nedbank Ltd Reg No 1951/000009/06. Authorized financial services and registered credit provider (NCRCPD)

www.nedbank.co.za



City of uMHLATHUZE

SERVING: Empangeni • Esikhawini • Ngwelezane • Nseleni • Richards Bay • Vulindlela

5 Mark Strasse, Central Business District, Richards Bay
✉ X1004, Richards Bay, 3900 ☎ +27 35 9075000
☎ +27 35 9075444/5/6/7
Website: <http://www.umhlathuze.gov.za>
E-mail: creg@umhlathuze.gov.za
EMERGENCY: ☎ 0800 222 827

GOVENDER
57 GREENHAVEN
RICHARDS BAY
3900

TAX INVOICE VAT REG NO. 4690193521

CLIENT VAT REG NO.		INVOICE NUMBER			02267225-21-03	
ACCOUNT NO.	02267225	INVOICE DATE	23/03/21	DEPOSIT	ADDRESS	
	VALUATION	677000	AREAR (M2)	87	R	11 ALOE LOOP
			LOT NO	16764	0000	VELDENVLEI EXT 37
DESCRIPTION					VAT	AMOUNT
LATE PAYMENT PENALTY					0.00	3.42
UNIT 58: 11 ALOE LOOP						
AH RATES BASIC TARIFF					0.00	524.68
BI RATES RESIDENTIAL IMPERMISSABLE R15 000					0.00	11.63-
IA REFUSE REMOVAL RESIDENTIAL					23.64	181.25
IA SEWER RESIDENTIAL CHARGE					29.49	226.09
MONTH TOTAL						923.81
BALANCE BROUGHT FORWARD						761.06
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SIGNATURE						
<p>IDENTIFICATION NUMBER: 71388-2 BANK: PBE NAME IN PRINT: B. Govender - C. Govender</p>						
E.&O.E			TOTALS		R	53.13
					R	1685.00

URGENT NOTICE: For correct allocation of payments, please use your MUNICIPAL ACCOUNT NUMBER as a reference when making payments. Please contact 0800 222 827 or email: accountqueries@umhlathuze.gov.za to request your correct account number.

City of uMHLATHUZE SERVING: Empangeni • Esikhawini • Ngwelezane • Nseleni • Richards Bay • Vulindlela Private Bag: X1004, Richards Bay, 3900				REMITTANCE ADVICE	
		DUE DATE	15/04/2021	00000606	
ACCOUNT NO.	02267225	NAME	P GOVENDER	R	1685.00

Use Pay@ reference no when paying with these channels

your payment partner
Ref No: 118022267225

 118022267225

Scan QR code for digital payments



Confirmation of cover	
Company name	
Attention	To Whom It May Concern
Email address	perlene@plpi.co.za
From	Thando Nkabinde
Telephone	08 600 70 000
Date	23 April 2021

Confidentiality notice

This message is only for the use of the individual or entity to which it is addressed and contains information that is privileged and confidential. If the reader of this message is not the intended addressee, or the employee or OUTsurance Broker responsible for the delivery of the message to the intended addressee, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the address below at our cost.

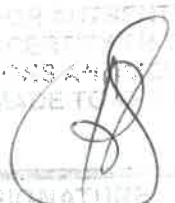
To whom it may concern

We confirm that the Public liability risk is insured as per the schedule of cover listed below.

PUBLIC LIABILITY

Policy details		
Policy number	OT33550854	
Policy holder	Pelepele Investments Pty Ltd	
Inception date	28 January 2020	
Cover details	Sum insured	Premium
Public liability	R10,600,000	Included
Retroactive date: Optional		

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ORIGINAL NUMBER: 7178807

2021-05-21

RICHARDS BAY



Premium payment	
Payment frequency	Monthly
Collection day	2

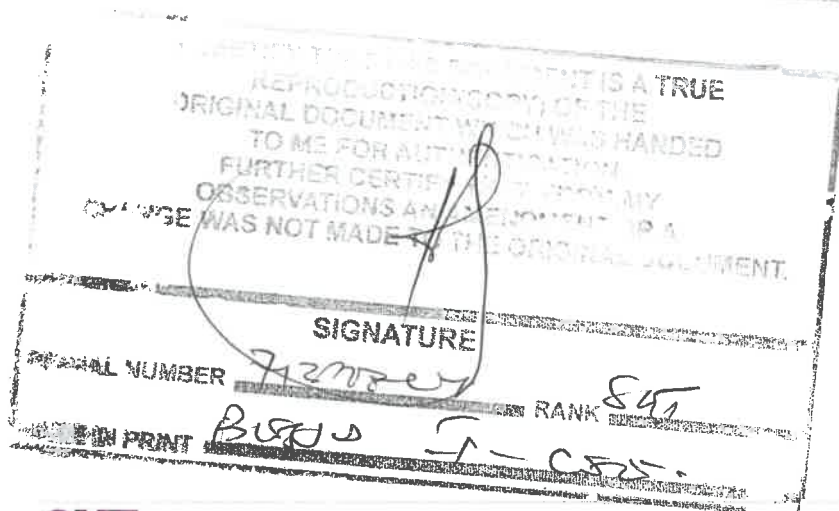
It is subject to the terms and conditions of our contract with the stated policy holder.

Should you have any queries please contact Client Care on 08 600 70 000.

Kind regards,

Riyaad Loonat

Riyaad Loonat
Chief Operating Officer - OUTsurance Business





CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

Supplier number	MAAA0725800	Have Bank Account	Yes
Is supplier active?	Yes	Total annual turnover	More than R10 million and less than R50 million
Supplier type	CIPC Company	Financial year start date	01 Mar 2017 00:00:00:000
Supplier sub-type	Private Company (Pty)(Ltd)	Registration date	17 May 2013 00:00:00:000
Legal name	PELEPELE INVESTMENTS	Created by	pelepeleoperations2@gmail.com
Identification type	South African Company/Close Corporation Registration Number	Created date	23 Jan 2019 13:47:12:000
Government breakdown	Private Companies (Pty) (Ltd)	Edit by	pelepeleoperations2@gmail.com
Business status	In Business	Edit date	12 Mar 2021 23:55:00:000
Country of origin	South Africa	Restricted Supplier	No
South African company/CC registration number	2013/080798/07		

SUPPLIER INDUSTRY CLASSIFICATION INFORMATION

INDUSTRY CLASSIFICATION 1

Main group	Construction		
Division	Civil engineering	% share of annual turnover	49.00

INDUSTRY CLASSIFICATION 2

Main group	Other service activities		
Division	Other personal service activities	Core industry	Other personal service activities
		% share of annual turnover	51.00

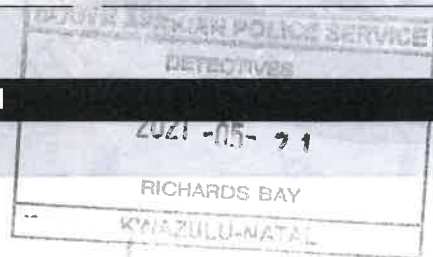
SUPPLIER CONTACT INFORMATION

CONTACT 1



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REPUBLIC OF SOUTH AFRICA



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CSD REGISTRATION REPORT

Contact type	Bid Office	Cellphone number	071 850 2855
Is this your preferred Contact?	Yes	Fax number	086 523 7930
Name(s)	Perlene	Do you want this contact to also be a CSD user ?	Yes
Surname	Govender	Created by	pelepeleoperations2@gmail.com
Identification type	South African Identification Number	Created date	23 Jan 2019 13:47:12:860
Prefer communication via email	Yes	Edit by	csd.datafix@treasury.gov.za
Email address	pelepeleinvestments@gmail.com	Edit date	23 Jan 2019 13:47:12:860

SUPPLIER ADDRESS INFORMATION

ADDRESS 1			
Is this a preferred address?	No	Postal code	3900
Address line 1	PostNet Suite 179, Private Bag x1040	Country	South Africa
Address line 2	Richards Bay	Created by	pelepeleoperations2@gmail.com
Suburb	Richards Bay Central	Created date	23 Jan 2019 13:47:12:860
Province	KwaZulu-Natal	Edit by	pelepeleoperations2@gmail.com
Municipality	uMhlatuze	Edit date	11 Mar 2021 12:36:52:310
City	Richards Bay		

ADDRESS 2			
Is this a preferred address?	Yes	Postal code	3900
Address line 1	57 Greenhaven	Country	South Africa
Address line 2	Veldenvlei	Created by	pelepeleoperations2@gmail.com
Suburb	Richards Bay Central	Created date	23 Jan 2019 13:47:12:860
Province	KwaZulu-Natal	Edit by	pelepeleoperations2@gmail.com
Municipality	uMhlatuze	Edit date	01 Mar 2021 08:11:05:037
City	Richards Bay		



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SIGNATURE

IDENTIFICATION NUMBER

7120800

FRANK

Blessed Trust





CSD REGISTRATION REPORT

ADDRESS 3

Is this a preferred address?	No	Postal code	3680
Address line 1	Allsop Road	Country	South Africa
Address line 2	Cato Ridge SP, Cato Ridge	Created by	pelepeleoperations2@gmail.com
Suburb	Cato Ridge SP	Created date	07 Sep 2020 16:01:01:773
Province	KwaZulu-Natal	Edit by	pelepeleoperations2@gmail.com
Municipality	eThekweni	Edit date	07 Sep 2020 16:01:01:773
City	Cato Ridge		

ADDRESS 4

Is this a preferred address?	No	City	Richards Bay
Address line 1	Unit 05, 68 Ceramic Curve	Postal code	3900
Address line 2	Alton, Richards Bay 3900	Ward Number	26
Suburb	Alton North	Country	South Africa
Province	KwaZulu-Natal	This address S/A delivery	Yes
Municipality	uMhlatuze	Created by	pelepeleoperations2@gmail.com
		Created date	11 Mar 2021 12:36:52:357
		Edit by	pelepeleoperations2@gmail.com
		Edit date	11 Mar 2021 12:36:52:357

SUPPLIER BANK ACCOUNT

BANK ACCOUNT 1

Account type	Current Accounts	Created by	pelepeleoperations2@gmail.com
Bank	NEDBANK LIMITED	Created date	23 Jan 2019 13:47:13:443
Branch number	198765	Edit by	csd.safetynetbatchdownload@treasury.gov.za
Branch name	NEDBANK SOUTH AFRICA	Edit date	24 Jan 2019 13:01:02:783
Account number	1146231539	Bank Verification Status	Verification Succeeded



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SIGNATURE
7137680
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Sgt
J - CSD

Page: 9 of 9
DETECTIVES
2021-05-21
RICHARDS BAY
KWAZULU-NATAL



CSD REGISTRATION REPORT

Account holder	PELEPELE INVESTMENTS (PTY) LTD	Foreign Bank Account	No
Is this a preferred account?	Yes	Is the identifier linked at the bank	Yes
Active start date	23 Jan 2019 13:27:35:000	Is this a Shared Funding Account	No

BANK ACCOUNT 2

Account type	Current Accounts	Created by	pelepeleoperations2@gmail.com
Bank	STANDARD BANK OF SOUTH AFRICA	Created date	01 Mar 2021 08:11:05:523
Branch number	051001	Edit by	csd.safetynetbatchdownload@treasury.gov.za
Branch name	STANDARD BANK SOUTH AFRICA	Edit date	02 Mar 2021 17:01:48:383
Account number	043021433	Bank Verification Status	Verification Succeeded
Account holder	PELEPELE INVESTMENTS (PTY) LTD	Foreign Bank Account	No
Is this a preferred account?	No	Is the identifier linked at the bank	Yes
Active start date	24 Feb 2021 11:02:41:000	Is this a Shared Funding Account	No

TAX INFORMATION

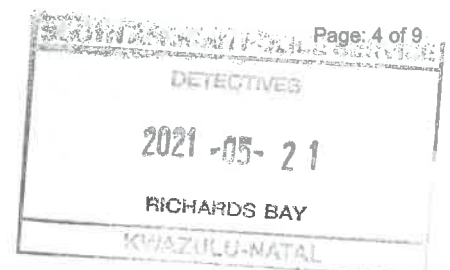
Income tax number	9556962166	Would you like to receive notifications?	Yes
Income Tax Status	Compliant tax status Verified	Overall Tax Status	Tax Compliant
VAT number	4770284315	Created by	pelepeleoperations2@gmail.com
VAT Status	Compliant tax status Verified	Created date	23 Jan 2019 13:47:13:457
Is this supplier a VAT vendor?	Yes	Edit by	csd.reverifybatch@treasury.gov.za
Are you Registered with SARS?	Yes	Edit date	02 Aug 2020 11:13:56:000
Last validation date	15 Apr 2021 09:55:00:000		



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71 303 820 T
BUSE/100





CSD REGISTRATION REPORT

B-BBEE INFORMATION

Are you an empowering supplier	No	B-BBEE Procurement Recognition	135%
% Owned by black people	100.00	Accept and understand the content of the affidavit	Yes
% Owned by black people who are women	100.00	Commissioner of Oath	Bantu Mbuthuma
% Owned by black people who are youth	100.00	Date affidavit signed by commissioner of oath	23 Feb 2021 00:00:00:000
% Owned by black people with disabilities	0.00	Affidavit expiry date	22 Feb 2022 00:00:00:000
% Owned by black who are unemployed	100.00	Created by	pelepeleoperations2@gmail.com
% Owned by black people who are military veteran	0.00	Created date	23 Jan 2019 13:47:13:773
% Owned by black people living in rural or underdeveloped areas	0.00	Edit by	pelepeleoperations2@gmail.com
Status	Active	Edit date	01 Mar 2021 08:11:05:587
B-BBEE Status Level Of Contributor	Level 1 Contributor	Verification Status	Manual Verification Required

OWNERSHIP INFORMATION

Owner s name and surname Legal name	Owner s Identification number	RSA Citizen	Ethnic group	Gender	Ownership %	Youth	Disabled	Military	Rural	Township
PERLENE GOVENDER	8903260125080	Yes	Indian	Female	100.00%	Yes	No	No		Yes
Total					100.00%					

OUTCOMES AGAINST PREFERENTIAL PROCUREMENT CRITERIA BASED ON OWNERSHIP

Enterprise type	QSE
B-BBEE status level of contributor	Level 1 Contributor
Owned by black people	100.00%
Owned by black people who are youth	100.00%



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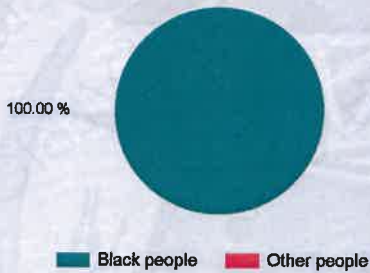
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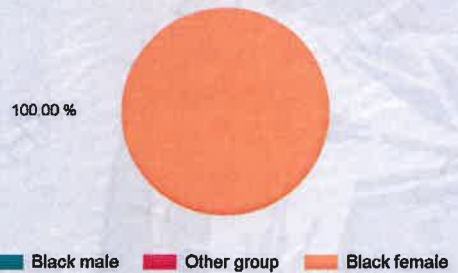
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Owned by black people who are women	100.00%
Owned by black people with disabilities	0.00%
Owned by black people who are military veteran	0.00%
Owned by black people living in rural or underdeveloped areas	0.00%
Owned by black people living in townships	100.00%

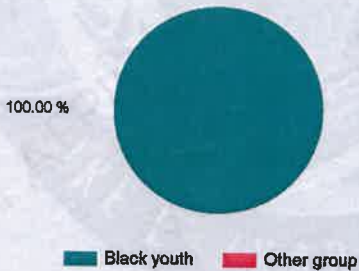
People % Ownership



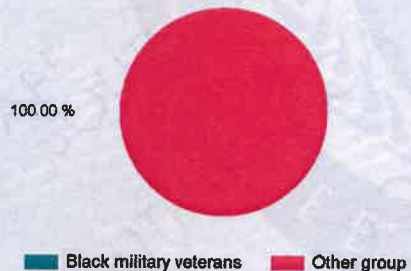
Gender % Ownership



Youth % Ownership



Military veteran % Ownership



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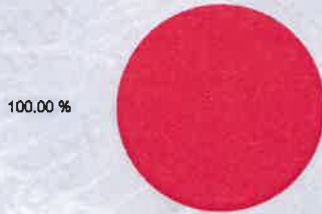
SIGNATURE
OFFICIAL NUMBER 71308245
NAME IN PRINT BLESSON J - CSE
RANK 347

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DETECTIVES
2021-05-21
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KWAZULU-NATAL



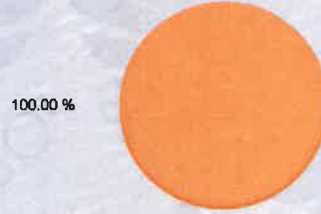
CSD REGISTRATION REPORT

Disabled % Ownership



Black people with disabilities Other group

Living area % Ownership



Other areas Black in rural areas Black in townships

DIRECTORS/MEMBERS/OWNERS INFORMATION

DIRECTOR/MEMBER 1

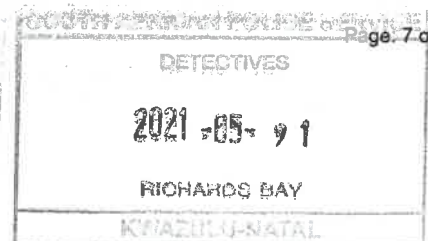
Director type	Director,Owner	Owner youth	Yes
Director status	Active	Owner person with disabilities	No
Name(s)	PERLENE	Owner military veteran	No
Surname	GOVENDER	Created by	pelepeleoperations2@gmail.com
Country	South Africa	Created date	22 Mar 2017 15:00:12:000
Identification type	South African Identification Number	Edit by	pelepeleoperations2@gmail.com
South African identification number	8903260125080	Edit date	23 Jan 2019 13:33:16:000
Appointment date	17 May 2013 00:00:00:000	Restricted Supplier	No
Email address	pelepeleinvestments@gmail.com	Restriction Last Verification Date	15 Apr 2021 09:54:59:617
Cellphone number	071 850 2855	Government Employee	No
Owner	Yes	Government Employee Last Verification Date	15 Apr 2021 09:54:59:553
Ownership %	100.00%	SA identification number Verified	Yes
Living areas of owner	Uthungulu, Richards Bay Central	SA identification number verification date	15 Apr 2021 09:54:59:600
Owner's ethnic group	Indian	Companies involved in	MAAA0437848; MAAA0448666;
Owner's gender	Female		



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CSD REGISTRATION REPORT

The CSD does not automatically verify foreign company registration number, international securities identification number, foreign identification numbers, foreign passport numbers, work permit numbers, foreign bank accounts, B-BBEE, demographic and accreditation information. Organs of State are required to manually verify this information with the applicable verification institutions as per their current policies and procedures.

Tips and Frequently Asked Questions (FAQ)

Identifier

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

Bank

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

Tax

Tax Compliance Status

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

Tax Compliance Expiry Date

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

CIPC

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

State Employee

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

BBBEE

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



national treasury
Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

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DEPARTMENTAL NUMBER

71208 TO

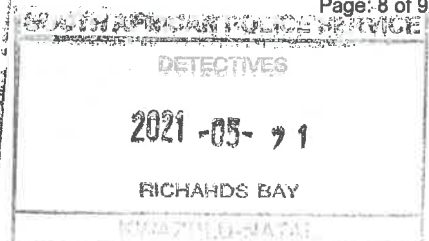
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1 - CFS



Transnet SOC Ltd trading as through its operating division Transnet National Ports Authority (hereinafter referred to as TNPA).

LETTER OF AWARD FOR HIRING OF CLEANING PLANT & EQUIPMENT ON AD-HOC BASIS FOR CIVIL MAINTENANCE WORK AT PORT OF RICHARDS BAY FOR A PERIOD OF THREE (03) YEARS.

ACKNOWLEDGMENT AND ACCEPTANCE OF RECEIPT OF AGREEMENT LETTER OF AWARD

Please sign in the presence of a signing witness and return this page no later than 30 days in hard copy

Transnet SOC Ltd, trading through its operating division,

Transnet National Ports Authority

Private Bag X181

Richards Bay

3900

As an interim measure, this acknowledgement may be returned via email to thobile.phutin@transnet.net/ simiso.maphumulo@transnet.net or facsimile 035 905 3293 pending return of the hard copy within the time specified above.

I, _____ **PELEPELE INVESTMENTS (PTY) LTD** acknowledge receipt of the Letter of Award dated [08 August 2019] from Transnet National Ports Authority in relation to the RFQ for Hiring of cleaning plant & Equipment on an ad-hoc basis for Civil Maintenance work at the port of Richards Bay. RFQ Number RB2019/16 and agree that the Letter of Award sets out the terms of the agreement.

Signed on behalf of the Service provider by:

Signature: _____

Name: BRADELY DEVASAHAYAM

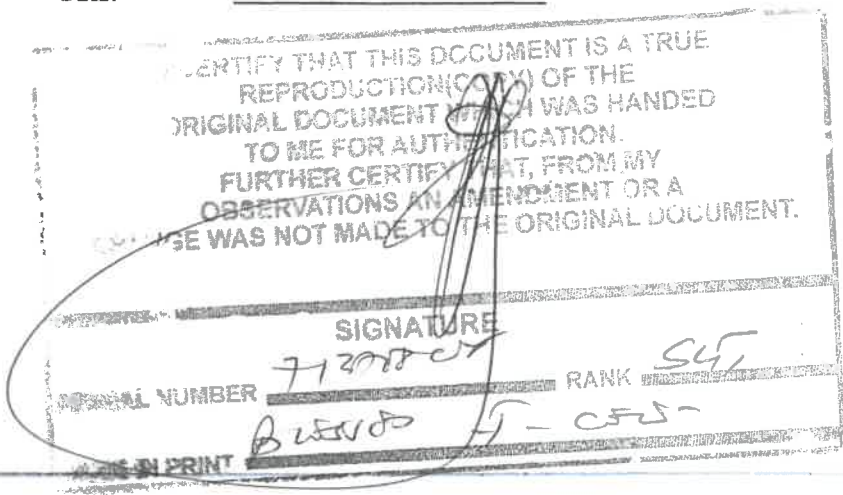
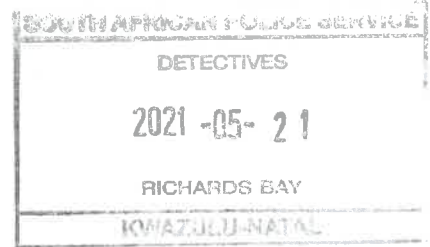
Designation: MANAGER

PELEPELE INVESTMENTS (PTY) LTD WITNESS:

Signature: _____

Name: NRESLIN

Date: 12/08/2019





CSD REGISTRATION REPORT

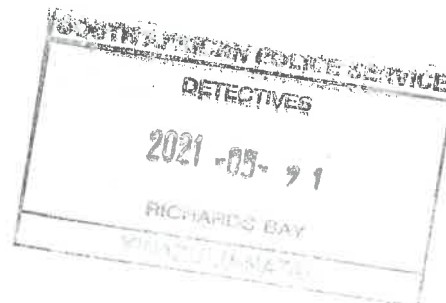
Print Date: 4/15/2021 10:26:07 AM

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OBSERVATIONS AND
CHANGE WAS NOT MADE TO

SIGNATURE *[Handwritten Signature]*

PERSONAL NUMBER *71208707* RANK *SGT*

NAME IN PRINT *BURIS - T - CRES -*



Pelepele Investments PTY LTD

2013/080798/07

Tel: 076 229 1104 / 071 850 2855

Unit 05, 68 Ceramic Curve, Richards Bay 3900

Fax: 086 523 7930

Email: operations@plpi.co.za / perlene@plpi.co.za

REFERENCE/PREVIOUS EXPERIENCE

Enquiries:
e-mail address:
Our reference:
Your reference:

M Sekokotla – Tel (035) 902 1037
msekokotla@mhlathuze.co.za
Letter of Appointment: MW/52/10/2019
MW/52/10/2019



14 January 2020

Pelepele Investments (Pty) Ltd
60 Dollar Drive, Unit No.2
Richards Bay
3900

Email: perlene@plpi.co.za

Dear Sir/Madam

LETTER OF APPOINTMENT: PANEL OF SERVICE PROVIDERS TO RENDER HEAVY VEHICLE MACHINERY HIRE SERVICES – MW/52/10/2019

Mhlathuze Water hereby appoints **Pelepele Investments (Pty)** to the **PANEL OF SERVICE PROVIDERS TO RENDER HEAVY VEHICLE MACHINERY HIRE SERVICES**, for a period of thirty six (36) months.

Kindly note the rates for all successful bidders were considered and an average rate was concluded as stipulated in the attached **ANNEXURE A**. The said average rates will apply to your appointment.

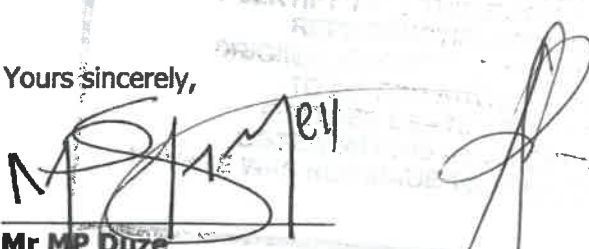
For the commencement dates of this appointment kindly liaise with the Contract Specialist: Ms Mmatsie Sekokotla on telephone number (035) 902 1037 or email msekokotla@mhlathuze.co.za

Upon acceptance of this appointment you will be requested to sign the tender document as a condition of contract. This letter forms part of the conditions of the agreement.

Please note that this appointment does not bind Mhlathuze Water in any way to appoint your firm for any further phases or stages that may be identified as a result of this appointment.

Your appointment is subject to a five (5) working days' objection period which expires on **21 January 2020**.

Yours sincerely,

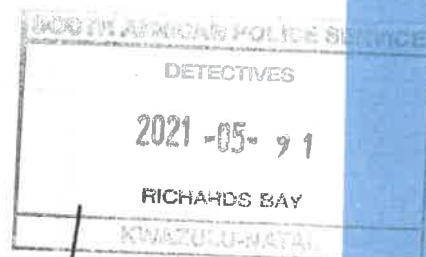

Mr MP Duze
Chief Executive

Chief Executive

PHONE NUMBER 71302 9072

NAME IN PRINT BLESSID J - CSE

14/01/2020
Date



ANNEXURE A



PANEL OF SERVICE PROVIDERS TO RENDER HEAVY VEHICLE MACHINERY HIRE SERVICES

Item	AVERAGE RATES
Plant security	R450.00
4x4 TLB hire /hour	R550.00
20T Excavator hire/hour	R850.00
20T Long-boom Excavator hire/hour	R1 250.00
Supersucker or Vacuum Tanker hire/hour (incl. operator + 3 assistants)	R900.00
750 Bar Trailer High Pressure Machine hire/hour	R600.00
4inch sludge pump trailer unit hire/ hour	R450.00
10T Crane truck hire/hour	R900.00
Low-bed truck hire to transport excavator or TLB if necessary to site (return trip)	R10 000.00
Extra-over: Low-bed truck's long distance travel allowance (per km) for site areas outside the 30km radius from Richards Bay central	R38.50
Supply and deliver 10m of river/umgeni sand	R4 250.00
Supply and deliver 10m of crusher-dust	R7 950.00
Supply and deliver 10m of G5 gravel	R5 800.00

STATEMENT IS A TRUE
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 OBSERVATIONS
 CHANGE WAS NOT MADE TO

SIGNATURE *[Signature]*

IDENTIFICATION NUMBER *71300810* RANK *SLT*

NAME IN PRINT *BESSIE J. - CEST*

DRUTWAFRIKAN POLISDIENST
 DETECTIVES
 2021-05-21
 RICHARDS BAY
 KWAZULU-NATAL



Eshowe Hospital
 40 Kangella Street.
 Private Bag X 504.
 Eshowe
 3815
 Tel: 035 473 4592 Fa9439 Email: vanessa.ajencu@kznhealth.gov.za

MRS V AJENCU.

Enquiries: Mrs V Ajencu.
Date: 06 November 2020.

Pelepele Investments.
 PO Box 229.
 Richards Bay.
 3900.

Attention: Bradley Devasahavam.

ZNQ 78-20-21: DESLUDGING OF SEPTIC TANKS AND LONG DROP TOILETS IN THE STATE HOUSES AND CLINICS AND JETTING / HIGH PRESSURE CLEANING OF SEWER LINES / MANHOLES.

Your offer in respect of the aforementioned service has reference.

I have pleasure in advising you Eshowe Hospital Quotation Adjudication Committee has awarded the above mentioned service to your organization as per your offer / quotation as well as terms and conditions of the quotation.

The contract will be valid for the period of 24 months starting from 01 December 2020 to 30 November 2022 or on it reaching R 500 000.00 on orders issued or whichever comes first.

The contract will be on "call out" basis. When the service is required the order will be issued with no amount and kilometres. The order will be completed once the service is rendered according to the quoted price per load and kilometre.

The invoice must be accompanied by the proof of delivery and that of disposal at the authorized dump site. Order number must always be quoted when invoicing.

Your cooperation will be highly appreciated.

Thanking You

[Signature]
 Mr PN Sangweni
 Hospital CEO

09/11/2020
 Date

Received by:

BRADLEY *[Signature]*
 Name and Signature

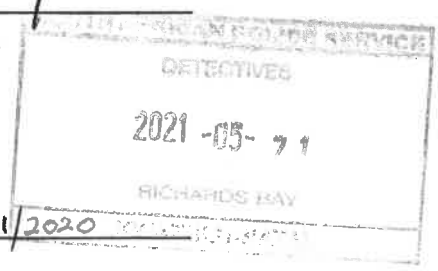
16/11/2020
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SIGNATURE

IDENTIFICATION NUMBER 71370002 RANK S47

NAME IN PRINT BRADLEY DEVASAHAVAM





DIRECTORATE: SUPPLY CHAIN MANAGEMENT.

Eshowe Hospital.
40 Kangella Street.
Private Bag X 504.
Eshowe.
3815.
Tel: 035 473 4592 Fax: 035 474 9439 Email: vanessa.ajencu@kznhealth.gov.za

MRS V AJENCU.

**CONTRACT FORM – DESLUDGING OF SEPTIC TANKS.
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I Mr PN Sangweni in my capacity as Chief Executive Officer of Eshowe Hospital accept your bid under reference number ZNQ 78-/20-21 dated 17/01/2020 for *Desludging of Septic Tanks and Long Drop Toilets in the State Houses and Clinics and Jetting / High Pressure Cleaning of Sewer Lines / Manholes.*
2. 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 valid invoice.

DESCRIPTION OF SERVICE	PRICE EXCLUDING VAT	CONTRACT START DATE	CONTRACT END DATE
• Desludging of Septic Tanks and Long Drop Toilets in Clinics.	R 3 200.00 per 10 000L truck. R 7.00 per KM.	01 December 2020	30 November 2022
• Jetting / High Pressure Cleaning of Sewer Lines.	R 120 000.00 for 108 Manholes.		

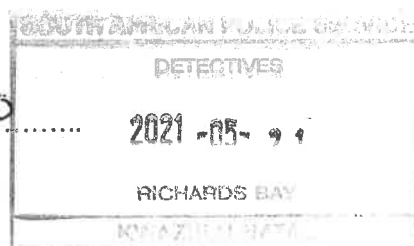
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT Eshowe ON 09/11/2020

NAME (PRINT) P.N. SANGWENI

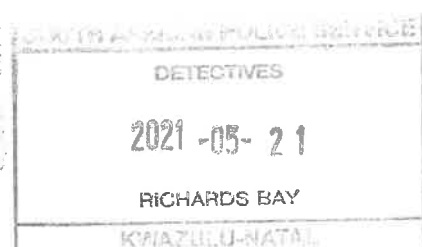
SIGNATURE [Handwritten Signature]

OFFICIAL STAMP [Circular Stamp]



WITNESSES
1 [Signature]
2 [Signature]
DATE: 09/11/2020

ESHOWE DISTRICT HOSPITAL
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT WHICH WAS HANDED TO ME FOR IDENTIFICATION. I FURTHER CERTIFY THAT, FROM MY OBSERVATIONS AND EXAMINATION OR A COPY WAS NOT MADE OF THE ORIGINAL DOCUMENT.
SIGNATURE [Handwritten Signature]
RANK Sgt
ID NUMBER 42770
NAME IN PRINT BWSSOJ T - CFS





DIRECTORATE: SUPPLY CHAIN MANAGEMENT.

Eshowe Hospital
40 kangella Street,
Private Bag X 504
Eshowe
3815
Tel: 035 473 4592 Fax: 035 474 9439 Email: vanessa.ajencu@kznhealth.gov.za

MRS V AJENCU

CONTRACT FORM – DESLUDGING OF SEPTIC TANKS.

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).

- I BRADLEY DEVASAHAYAM.....hereby undertake to render services of *Desludging of Septic Tanks and Long Drop Toilets in the State Houses and Clinics and Jetting / High Pressure Cleaning of Sewer Lines / Manholes* as described in the attached quotation to **Eshowe Hospital** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **ZNQ 78-20-21** 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 date of the bid.
- 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.
- 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.
- I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- I confirm that I am duly authorised to sign this contract.

NAME (PRINT) BRADLEY DEVASAHAYAM
CAPACITY MANAGER
SIGNATURE [Signature]
NAME OF FIRM PELEPELE INVESTMENTS
DATE 16/11/2020

WITNESSES
1 [Signature]
2 [Signature]
DATE: 16/11/2020

16/11/2020
THIS DOCUMENT IS A TRUE ORIGINAL DOCUMENT OF THE...
SIGNATURE [Signature]
ID NUMBER 71300841
NAME IN PRINT BRADLEY DEVASAHAYAM

DETECTIVES
2021-05-21
RICHARDS BAY
KWAZULU-NATAL



uMLALAZI MUNICIPALITY

AMAHHOVISI KAMASIPALA: MUNICIPAL OFFICES
Hutchinson Road /Weg Eshowe: KwaZulu-Natal
P.O. Box 37, Eshowe 3815 | Tel: +27 (0) 35 473 3474 | Fax: (035) 474 4733
Website: www.umlalazi.gov.za

Enquiries: Sanele Duma	My Reference: 12/20/21	Date: 28 October 2020
Imibuzo:	Inkomba Yami:	Email:
Navrae:	My Verwysing:	SaneleD@umlalazi.org.za
		Usuku:
		Datum:

The Director
Pelepele Investments Pty Ltd
P Bag X 1040
Richard's Bay
3900

Email: perlene@plpi.co.za

Dear Sir/Madam

INTENTION TO AWARD LETTER: INVITATION TO TENDER FOR THREE (03) YEARS PERIOD PANEL OF SEPTIC TANKS DESLUDGING AND STORM WATER CALVERT PIPE JETTING- SPECIALIZED SERVICES PROVIDERS.

Please be advised that the Bid Adjudication Committee at its meeting dated 23 October 2020 resolved in terms of Section 112 (i) of the Local Government: Municipal Finance Management Act 56 of 2003 read with Clause 12d (i) of the uMlalazi Municipality's Supply Chain Management Policy that Pelepele Investments Pty Ltd be included in the Invitation to Tender for Three (03) Years Period Panel of Septic Tanks Desludging and Storm Water Calvert Pipe Jetting- Specialized Services Providers for a period of 36 months.

Kindly note that in terms of section 49 of Local Government: Municipal Finance Management Act 56 of 2003, Municipal Supply Chain Management Regulations the unsuccessful bidders may lodge an objection or complaint by giving a written notice of objection or complaint to the Accounting Officer within 14 days from the date of the decision.

In view of the above you are advised that the award of this tender cannot come into effect until after the expiration of 14 days from the date of decision, and no objections or complaints have been received.

Further note that no payment in respect of any work will be made if such work falls outside the ambit of the tender document or the contract if applicable, and has been made without an official order from the municipality and signed by an official authorized to do so.

Yours faithfully,

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MUNICIPAL MANAGER

SIGNATURE
YONRE MININGWANE IBHEKISWE KWIMENENJA KA MASIPALA.
ALL CORRESPONDENCE BE ADDRESSED TO THE MUNICIPAL MANAGER.

TELEPHONE NUMBER: 354733474 RANK: 591

ABENJA J. EDU

EDWIN APTHEAN POLICE SERVICE
DETECTIVES
2021-05-21
RICHARD'S BAY
KWAZULU-NATAL



7 August 2019
 Mr. Bradley Revasahayam
PELEPELE INVESTMENTS (PTY) LTD
 Unit 02, 60 Dollar Drive
 Richards Bay
 3900
 E-mail: pelepeleinvestments@gmail.com

Reference: RFQ No. RB 2019/16

Dear Mr. Revasahayam

LETTER OF AWARD FOR HIRING OF CLEANING PLANT & EQUIPMENT ON AD-HOC BASIS FOR CIVIL MAINTENANCE WORK AT PORT OF RICHARDS BAY FOR A PERIOD OF THREE (03) YEARS.

Transnet National Ports Authority (TNPA) expresses its appreciation for your valued participation in the bidding process for the provision of the above-mentioned requirement and has pleasure in informing you that you have been selected as the **successful bidder**.

TNPA is duly authorized to award to you the contract for the above mentioned service for a period of four (03) years, effective from 01 September 2019 to 31 August 2022

The following details have been accepted:

As per quoted price

Terms & Conditions:

All business transactions emanating from this bid process shall be subject to the terms and conditions of the bid document, your response thereto, other contractual conditions negotiated thereafter and the following:

Your acceptance of this letter, the signature of an agreement within 30 days from date hereof;

Management Issues:

- a) For this agreement, your initial point of contact at Transnet is **Thobile Phutini** (Contract Officer) on (+27) 35 905 3899 and is responsible for the following contract management issues:

performance monitoring of Supplier

monitoring of the B-BBEE Tax clearance validity

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Transnet SOC Ltd
 Registration Number 1990/000900/30
 Directors: Dr PS Molefe (Chairperson) MS Mahomed* (Acting Group Chief Executive) UN Fikelepi RJ Ganda ME Letape DC Matshoga Adv CM
 *Executive
 Acting Group Company Secretary: K Naicker

SIGNATURE
 71878 PNY
 RANK SGT
 BUREAU J-CEW

ACTUAL NUMBER
 IN PRINT

PELEPELE INVESTMENTS PTY (LTD)
 CK No 2013/080798/07
 PO BOX 229, Richards Bay 3900
 Tel: 071 850 2855
 Fax: 086 523 7930

2021-05-21
 RICHARDS BAY
 KWAZULU-NATAL

b) For operational matter of this agreement contact person at Transnet is **Sanele Hlatshwayo** on (+27) 35 905 4710 is responsible for the following contract management issues

- day-to-day service provider arrangements such as premise access and security issues;
- payments and invoice processing
- statutory compliance issues such as Occupational Health and Safety, Environmental, Industrial and Human Resource Management Issues;

Also payments and remuneration arrangements including invoice processing.

c) **Payment:**

Invoices must be sent to: Mr Sibusiso Ntuli- 035 905 3650
Port of Richards Bay
Finance
Transnet National Ports Authority
PO Box 181,
Richards Bay, 3900

d) Please quote the SAP **46000.....RB2019/16** Contract reference number OR Purchase Order No **4500.....** on all your invoices for payment purposes.

Please note: PELEPELE INVESTMENTS (PTY) LTD cannot undertake work or deliver goods to TNPA without a valid Purchase Order and/or a contract emanating from the Supply Chain Management department. **PELEPELE INVESTMENTS (PTY) LTD** must render services stipulated in the contract. Verbal, e-mails and/or telephonic instructions from any TNPA employee are a violation of Transnet Policies and Procedures and will result in an unlawful transaction that will not be paid by TNPA.

In a case of contract extensions, additional work which is resulting in a change of scope of work and/or specification, **PELEPELE INVESTMENTS (PTY) LTD** must make sure that an Addendum to the contract is signed by TNPA before any undertaking of service.

Your participation in the bidding process is sincerely appreciated and we would like to extend our thanks to your staff for the comprehensive manner in which the information was presented.

Yours sincerely

Thami Sithole
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SIGNATURE
712000 OF RANK SGT
SIBUSISO J. NTULI

ORIGINAL NUMBER
712000 OF RANK SGT

NAME IN PRINT
SIBUSISO J. NTULI

DETECTIVES
2021-05-21
RICHARDS BAY
KWAZULU-NATAL

PELEPELE INVESTMENTS PTY (LTD)
CK No. 2013/080798-07
PO BOX 229, Richards Bay 3900
Tel: 071 850 2355
Fax: 086 523 7930