

CAPE WINELANDS DISTRICT

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

TENDER NUMBER: T 2022/032

**PROVISION OF GARDENING SERVICES, CLEANING OF
GROUNDS, SURROUNDS AND INSIDE OPEN-AIR AND/OR
COMMUNAL AREAS, WASHING OF VEHICLES AND WASHING
OF WINDOWS AND PARKING AREAS AT VARIOUS OFFICE
BUILDINGS AND FACILITIES OF THE CAPE WINELANDS
DISTRICT MUNICIPALITY FOR THE PERIOD ENDING
30 JUNE 2025**

COMPANY NAME:

SIVUNILE MAINTENANCE SERVICES

POSTAL ADDRESS:

SUITE 110, BLOCK B

TOKAI VILLAGE CENTRE, VANS ROAD

TOKAI, 7945

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 2022/032
PROVISION OF GARDENING SERVICES, CLEANING OF GROUNDS, SURROUNDS AND
INSIDE OPEN-AIR AND/OR COMMUNAL AREAS, WASHING OF VEHICLES AND WASHING
OF WINDOWS AND PARKING AREAS AT VARIOUS OFFICE BUILDINGS AND FACILITIES
OF THE CAPE WINELANDS DISTRICT MUNICIPALITY FOR THE PERIOD ENDING
30 JUNE 2025

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A. TENDER NOTICE

Tenders are hereby invited for the provision of gardening services, cleaning of grounds, surrounds and inside open-air and/or communal areas, washing of windows and washing of vehicles by a team of workers at various office buildings and facilities of the Cape Winelands District Municipality.

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

Closing date: 11:00 on Tuesday, 02 August 2022

Tender documents, in English, are available free of charge on the websites: www.capewinelands.gov.za or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R230.00 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.

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 councillor 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, favours, hospitality or any other benefit in any improper way, with this or any past tender.

15. Persons in the service of the state

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

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

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

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

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

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

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

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

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

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

Bidders other than EMEs

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

Bidders who qualify as EMEs

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

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

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

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

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

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

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

Registered auditors approved by IRBA

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

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

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

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

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

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

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

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

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

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

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

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

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

- A QSE with at least 51% black ownership qualifies as a Level 2 contributor.
 - A QSE with 100% black ownership qualifies as a Level 1 Contributor.
 - A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
 - A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
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- 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.

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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 R1 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.

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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 "quotations 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.

34. PROTECTION OF PERSONAL INFORMATION

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

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

The purpose of this document is to:

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

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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- 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.

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

9. PACKING

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

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

10. DELIVERY AND DOCUMENTS

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

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

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

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

14. SPARE PARTS

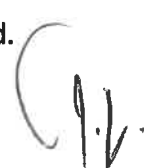
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this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

15. WARRANTY

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

16. PAYMENT

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



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

17. PRICES

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

8. VARIATION ORDERS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

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

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

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

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

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

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

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

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

24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable 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.
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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 wilful 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

E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2022/032	Closing date:	02/08/2022	Closing time:	11h00
Description	PROVISION OF GARDENING SERVICES, CLEANING OF GROUNDS, SURROUNDS AND INSIDE OPEN-AIR AND/OR COMMUNAL AREAS, WASHING OF VEHICLES AND WASHING OF WINDOWS AND PARKING AREAS AT VARIOUS OFFICE BUILDINGS AND FACILITIES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2025				
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	SIVUYILE MAINTENANCE SERVICES				
Postal address	SUITE 110, BLOCK B, TOLAH VILLAGE CENTRE				
Street address	SUITE 110, BLOCK B, TOLAH VILLAGE CENTRE, VANS ROAD.				
Telephone number	Code	(021)	Number	012 5245	
Cell phone number	078 837 0357				
E-mail address	admin@sivuyileservices.co.za				
VAT registration number	48 702 11 333				
Tax compliance status	TCS PIN:	193484322	OR	CSD No:	MAAA 0184402
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no		B-BBEE status level sworn affidavit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered			Total bid price	R	
Signature of bidder	K. LAMAO		Date	28/07/22	
Capacity under which this bid is signed	General Manager				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Karina Smit				
Telephone number	021 888 5312 / 023 348 2317 / 082 444 7024				
E-mail address	karina@capewineland.gov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewineland.gov.za				

TERMS AND CONDITIONS FOR BIDDING – PART B

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

Signature(s):



Name(s):

THEMBSILE LENNOX SANGO

Capacity for the Tenderer:

General Manager

Date:

20 / 07 / 2022



F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. INTRODUCTION

The tender comprises of the:

- 1.1 provision of gardening services, cleaning of grounds, surrounds and inside open-air and/or communal areas;
- 1.2 washing of windows; and
- 1.3 washing of vehicles

by a team of workers at various office buildings and facilities of the Cape Winelands District Municipality, on the basis as set out below:

2. SCOPE OF WORK

The following office buildings and facilities of the Cape Winelands District Municipality must be included in the tender submission:

STELLENBOSCH

Office Building:	29 Du Toit Street
Office Building:	46 Alexander Street
Office Building:	Annex Building
Office Building:	C/o Langenhoven and Bird Street
Stores, Mechanical Workshop & Roads Depot:	Drukkers Avenue
Fire Services:	Papegaastrand Street

PAARL

Office Building:	194 Main Street
Mechanical Workshop & Roads Depot:	Heide Street
Fire Services:	Nieuwedrift

WORCESTER

Office Building:	51 Trappes Street
Stores, Mechanical Workshop & Roads Depot:	C/o Louise Lange / Schönland Street
Training Facility & Fire Services:	Eerste Begin Farm, Brandwacht

CERES


Office Building & Fire Services:	27 Munnik Street
Mechanical Workshop & Roads Depot:	Môreson, Ceres Industrial Area

ROBERTSON

Office Building:	40 Van Reenen Street
Fire Services, Mechanical Workshop & Roads Depot:	Constitution Street

MONTAGU

Office Building:	50A Bath Street
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3. DURATION

3.1 The tender will be for the period ending 30 June 2025.

4. DELIVERABLES

4.1 Gardening Services, Cleaning of Grounds, Surrounds and Inside Open-Air and/or Communal Areas

- (a) Gardening services at all the sites as indicated in paragraph 2.1 must be rendered every second week during weekdays from Monday to Friday between 08:00 and 15:00.
- (b) The service provider must supply all cleaning agents and equipment.
- (c) The cleaning agents and equipment required to execute the work shall comprise, *inter alia*, of:
 - (i) Lawn mower
 - (ii) Edge trimmer
 - (iii) Garden vacuum/blower
 - (iv) Broom
 - (v) Spade
 - (vi) Spray pump
 - (vii) Disinfectant
 - (viii) Herbicides
- (d) The service provider will be responsible for the removal, control and eradication of weeds, whether by spraying herbicides or manual removal:
 - (i) Weeds on the prescribed premises.
 - (ii) Weeds on and in-between the paving on the prescribed premises.
 - (iii) Weeds growing on the sidewalks.
 - (iv) Weeds growing against buildings.
 - (v) Weeds growing in-between paving/tiles on the premises.
- (e) Cutting of loose branches hanging in the way of vehicles.
- (f) Racking of leaves, acorns and branches.
- (g) Removal of leaves from drains around the buildings.
- (h) Pruning of trees and the removal of all pruned branches.
- (i) Grass cutting/mowing on sites where applicable, to be executed every two weeks, with adjustments as necessitated by specific factors such as, for example, rainy days, subject to the following standards:
 - (i) The cut grass surfaces must appear neat and level.
 - (ii) The join between the lawn and the adjacent paved areas must be smooth but defined without a groove being created between the paving and the edge of the lawn.
 - (iii) The service provider must take reasonable care to prevent damage to the sprinkler heads of sprinkler systems. The service provider must immediately inform the Cape Winelands District Municipality should sprinkler heads be damaged or in danger of being damaged.

- (iv) To restrict possible liability claims to a minimum the service provider must take all reasonable care to prevent damage to window-panes and other parts of the building during the cutting process by, for example, loose stones or gravel.
 - (v) Paved surfaces must be swept clean and/or vacuumed immediately after grass cutting.
 - (vi) All grass cuttings must be removed from the premises.
 - (vii) The Cape Winelands District Municipality is at its discretion responsible for the application of fertiliser and will adjust its activities in this regard as much as possible to match the service provider's cycle.
 - (viii) The Cape Winelands District Municipality will regularly perform quality control and the service provider shall be obliged to make adjustments (for example, in respect of the length at which the grass is cut) as may reasonably be requested by the Cape Winelands District Municipality.
- (j) Should any lawn or a material portion thereof be permanently removed, or new lawns be established, or existing lawns be extended, the Cape Winelands District Municipality and the service provider shall negotiate an adjustment of the contract amount on an ad hoc basis.
- (k) The Cape Winelands District Municipality may from time-to-time request that specific lawns be temporarily left out of the cycle for purposes of upgrading or special treatment, in which case it will not insist on an adjustment of the tender amount.
- (l) Preferably, the lawns must be mowed early in the morning, between 08:00 and 09:00, since meetings are often held in the building and the noise of the lawnmowers will create a disturbance. Alternatively, the service provider must check in advance whether any meetings will take place on the day concerned.
- (m) Should any lawn or a material portion thereof be permanently removed and be replaced by artificial grass, the cleaning of the artificial grass will replace the lawn mowing, and the cleaning thereof will include the following:
- (i) Remove debris and dust using a garden blower or broom and pan and attend to any spills and pet waste using biodegradable detergents.
 - (ii) Use a hose and cool, clean water, or a pressurised garden spray to rinse dust and pollens from the artificial grass.
- (n) All areas, whether paved, tarred or ground at all the premises should be cleaned, including stairways and ramps, as well as open-air inside communal areas.
- (o) Cleaning should include the removal of all debris, including but not limited to rubble, litter, garbage, refuse, trash and human/animal faeces, as well as the subsequent disinfection of the affected areas.
- (p) Cleaning should also include the scrubbing of pot plant holders and water fountains, whether inside buildings, outside buildings or in communal areas.
- (q) Cleaning of outside windowsills and walls of buildings / facilities from dust, debris and spider webs.
- (r) All wheelie bins to be emptied, washed and disinfected.

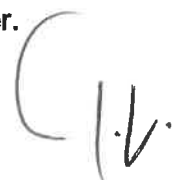
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- (s) Cleaning of the basement parking area at Du Toit Street, Stellenbosch which will include the following:
 - (i) Wash-bay to be cleaned and disinfected.
 - (ii) All floor areas to be vacuumed and/or swept, including the ramp.
 - (iii) All rubbish on floor areas to be removed and placed in rubbish bins.

4.2 Washing of Windows

- (a) Windows of all the buildings on the sites as indicated in paragraph 2.1 must be washed on instruction of the District Municipality, if and when required, on a date as mutually agreed upon.
- (b) Washing of windows to take place once per quarter, only during weekdays from Monday to Friday between 08:00 and 15:00, weather permitting.
- (c) Windows have to be washed on the outside, as well as the inside and must meet acceptable standards.
- (d) All equipment and detergents required to clean windows have to be supplied by the service provider.
- (e) The service provider must provide ladders and safety harnesses for the washing of windows and must ensure that all necessary safety precautions are taken and adhered to.

4.3 Washing of Vehicles

- (a) Official vehicles of the District Municipality have to be washed and cleaned every second week per individual site and include cars, mini buses and bakkies (including double cab bakkies).
 - (b) Washing of vehicles have to be done on the respective sites of the District Municipality, taking into account water restrictions of the respective Local Municipalities, if and where applicable.
 - (c) During periods of extreme water restrictions, the service provider will be obliged to provide grey water, or any other alternative solution, for the washing of vehicles.
 - (d) Arrangements for the washing of vehicles have to be made in advance to ensure that all vehicles are on site and should preferably take place as early as possible on the agreed day of the week.
 - (e) Washing of vehicles to take place only during weekdays from Monday to Friday between 08:00 and 15:00, on a time as mutually agreed upon.
 - (f) No employee and/or representative of the service provider will be allowed to drive or move any vehicle of the District Municipality.
 - (g) Vehicles have to be cleaned on the outside, as well as the interior and must meet acceptable standards.
 - (h) All equipment and detergents needed to clean the exterior and interior of vehicles have to be supplied by the service provider.
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4.3.1 Interior Cleaning

(a) Vacuuming

- (i) Remove floor mats and vacuum them separately.
- (ii) Vacuum seats and carpet by using a special hard attachment.
- (iii) Vacuum under seats, around the pedals and the area between the front seats and central console.
- (iv) Use a soft brush attachment to vacuum the dashboard, central console and door upholstery.

(b) Washing Upholstery

- (i) Spray an upholstery cleaning agent (or a regular laundry detergent) evenly on the upholstery.
- (ii) Rub the upholstery until dirty spots are gone.
- (iii) Use a soft rag and warm water (if necessary) for washing.
- (iv) Wipe the upholstery with a clean, soft dry cloth.

(c) Clean Leather-Covered Elements

- (i) Apply only special leather care products to any leather-covered elements of the car's interior.
- (ii) Clean the leather-wrapped steering wheel with a clean and wet cotton towel.
- (iii) Use a soft brush attachment to vacuum leather seat crevices.
- (iv) Wipe seats with a soft cotton towel and some leather cleaner agent.
- (v) Try to reach into crevices and around the edges of your leather seats.
- (vi) Apply a conditioner later to protect the leather.

(d) Windows

- (i) Apply a window-cleaning spray to the windows inside the vehicle.
- (ii) Use a soft glass-cleaning towel to wash to windows.
- (iii) Be careful when washing the rear window (there's a risk to damage the heating lines of the defogger grid).
- (iv) Make only parallel motions to wash the defogger grid.

4.3.2 Exterior Cleaning

(a) Roof and Doors

- (i) Spray vehicle's roof and doors with a hose.
- (ii) Apply regular car washing soap to the roof and doors.
- (iii) Use a soft rag for washing.
- (v) Flush the washing soap.
- (vi) Wipe with a dry rag.

(b) Door Handles

- (i) Use a smooth brush to clean the handles.
- (ii) Use regular car wash soap for washing.

(c) Wheels

- (i) Spray wheels and tires with a hose.
- (ii) Use a brush or sponge and regular car wash soap for washing.
- (iii) Use a small brush to clean small openings.
- (iv) Rinse thoroughly.

(d) Windows

- (i) Use a cloth rag, water and a special glass cleaning liquid to wash windows from the outside.
- (ii) Wipe crevices between panels with a dry rag.
- (iii) Wipe glass cleaners on the windscreen.

(e) Headlights

- (i) Use a soft cloth and glass cleaning liquid to wash headlights.
- (ii) Rinse the headlights with some water and wipe them down with a wet cloth.
- (iii) Remove any water spots with a dry rag after the wiping.

(f) Mirrors

- (i) Start cleaning mirrors only after the car dries.
- (ii) Use polisher or a special washing solution to wash the mirrors.
- (iii) Use a soft cloth to remove as much bug residue that accumulates behind the mirrors as possible.
- (iv) Wipe the mirrors with a soft cloth and special anti-fog products.

(g) Emblems and License Plates

- (i) Wash chromed emblems and license plates with regular car washing liquid.
- (ii) Use a cloth rag to clean shining elements.
- (iii) Wipe chromed emblems and license plates with a dry rag.

(h) Trims

- (i) Remove surface dirt from trims with a gentle detergent solution.
- (ii) Remove wax residue and oxidation with a specifically designed product for washing vinyl and rubber trims.
- (iii) Use special washing products that contain rubber conditioners.
- (iv) Spray a special protecting solution to protect the trims.
- (v) Wipe the trims with a soft cloth.

5. PERSONNEL

5.1 The work of the personnel of the service provider must be supervised at all times.

5.2 The **supervisor of the team of workers** will be required to complete an attendance register for each of the premises where services are rendered, in a prescribed format.

5.3 The conduct and behaviour of the personnel members of the service provider must always be of such a nature that it is conducive to the image of the Cape Winelands District Municipality.

6. REFERENCES

At least two (2) reference letters from companies where the service providers are/have been rendering services applicable to the deliverables as explained in 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 mutually agreed upon between the Cape Winelands District Municipality and the service provider(s).

7. TENDER AMOUNT

The tender amount must be specified per item as indicated on the prescribed pricing schedule.

8. VAT

Service providers must indicate whether they are registered for VAT. If service providers are registered, a copy of their VAT Registration Certificate must be attached to the tender submission.

9. UNIFORMS AND PROTECTIVE CLOTHING

9.1 The team of workers rendering any of the services as stipulated in this tender **shall when on duty** wear an approved uniform, including footwear.

9.2 The service provider undertakes to issue adequate and appropriate protective clothing to personnel in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Regulations promulgated in terms of the Act.

9.3 In view of the aforementioned and in terms of section 23 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the service provider is prohibited to deduct monies for protective clothing issued from the salaries of employees.

10. STATUTORY PROVISIONS

The service provider undertakes that it is conversant with, conforms to and complies with all statutory provisions, regulations and by-laws relating to its business provided in terms of the required service.

11. OCCUPATIONAL HEALTH AND SAFETY

The service provider and his/her employees will perform all duties with due regard to the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Regulations promulgated in terms of the Act and adhere to all safety requirements and regulations.

12. FIRE EXTINGUISHERS

The services provider and his/her employees shall under no circumstance make use of fire hose reels or other fire extinguishers on the respective sites in the activities attached to the rendering of services.

13. WARNING SIGNS

Clearly readable warning notices or signs shall be exhibited where needed, where the rendering of any of the services may cause injuries to any person(s).

14. INFLAMMABLE AND POISONOUS SUBSTANCES

The service provider shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the District Municipality for the rendering of any of the required services, or any other purpose.

15. DAMAGE COMPENSATION

The service provider will be held responsible for any damage or thefts that may be caused, to the premises or contents, including damaged caused to vehicles of the District Municipality, by him/her or his/her employees or be due to their neglect, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the District Municipality against the service provider.

16. COMPLIANCE WITH ACTS AND REGULATIONS

The service provider must comply with all the acts and regulations as may be applicable.

17. TRAINING

Staff that will be utilized by the service provider must be trained in every aspect relating to the handling of the necessary equipment that they use with regards to this tender. The service provider will be held responsible for any damages or injuries arising from any misuse or negligent use of such equipment by any one of his/her "on-site" staff members.

18. EQUIPMENT, TOOLS, DETERGENTS AND CLEANING AGENTS

18.1 The service provider shall be responsible for the provision of all equipment, tools, detergents and cleaning agents which will be required for the execution of the services as required in terms of the tender.

18.2 The service provider must ensure that all work performed, and all plant and equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Regulations promulgated in terms of the Act.

18.3 The service provider must maintain its equipment and tools in good order so as to comply with occupational health and safety standards.

19. REPORTING REQUIREMENTS

19.1 The service provider shall report to the Representative of the premises of the Cape Winelands District Municipality each and every time prior to and on completion of rendering services.

19.2 After completion of the prescribed services, an advice slip must be countersigned by the representative of the specific premises of the Cape Winelands District Municipality, which should be attached to the applicable invoice.

20. PROTECTION OF PERSONAL INFORMATION

In submitting any information or documentation requested above or any other information that may be requested pursuant to this tender, you are consenting to the processing by the Cape Winelands District Municipality or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, 2013 (Act No 4 of 2013) and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents

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required by the POPI Act or any other law applicable. Thus, you hereby indemnify the Cape Winelands District Municipality against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.

21. EVALUATION

21.1 This tender will be evaluated per deliverable, per geographical area, for example all washing of windows of all the different sites in the Stellenbosch geographical area will be awarded to a single service provider, etc.

21.2 Service providers will thus be allowed to submit prices for a specific deliverable within a specific geographical area.

21.3 In order to be considered, a service provider must complete all the pricing schedules applicable to a specific deliverable within a specific geographical area.

21.4 For evaluation purposes the following **estimated** numbers will be utilized over a 12-month period:

21.4.1 Provision of gardening services, cleaning of grounds, surrounds and inside open-air and/or communal areas:

→ 24 x interventions per annum per site in each of the six geographical areas

21.4.2 Washing of windows:

→ 4 x interventions per annum per site in each of the six geographical areas

21.4.3 Washing of vehicles:

→ Stellenbosch	16 cars x 24 washes	=	384 interventions
→ Stellenbosch	8 bakkies x 24 washes	=	192 interventions
→ Stellenbosch	2 x mini buses x 24 washes	=	48 interventions
→ Paarl	8 cars x 24 washes	=	192 interventions
→ Paarl	1 bakkie x 24 washes	=	24 interventions
→ Worcester	8 cars x 24 washes	=	192 interventions
→ Worcester	6 bakkies x 24 washes	=	144 interventions
→ Worcester	2 x mini buses x 24 washes	=	48 interventions
→ Robertson	3 cars x 24 washes	=	72 interventions
→ Robertson	1 bakkie x 24 washes	=	24 interventions
→ Ceres	6 cars x 24 washes	=	144 interventions
→ Ceres	1 bakkie x 24 washes	=	24 interventions

21.5 The frequency and numbers mentioned above are just an estimate. The District Municipality reserves the right to amend the frequency and/or numbers at its discretion in order to meet budgetary limitations and/or operational requirements, thus frequencies can either increase or decrease during the contract period.

21.6 Further cognisance should be taken that the District Municipality reserves the right to suspend any or all of the required services at any of the identified sites in the respective geographical areas.

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21.7 The Cape Winelands District Municipality reserves the right to award more than one contract to a single service provider.

22. PRICING INSTRUCTIONS

22.1 Tender prices must be valid and fixed for the period ending 30 June 2025.

22.2 The successful service provider will not be allowed to submit any claims for an increase to the amounts tendered or any additional payments during the term of the contract for the period ending 30 June 2025.

22.3 For proper evaluation purposes it is obligatory that the prescribed pricing schedule must be completed in full and signed. Alternative pricing schedules will not be accepted. Cognisance should be taken that alternative pricing schedules submitted under SECTION G: FORM OF OFFER may result in incorrect values utilized for price evaluation purposes due to unintentional administrative oversight.

22.4 If any services will be rendered at no charge, in such an instance the price should be indicated on the prescribed pricing schedule as R0.

22.5 Pricing schedules that have not been completed in full for a specific deliverable within a specific geographical area will be regarded as non-responsive in respect of the specific deliverable within that specific geographic area.

22.6 If a bidder stipulates VAT in their pricing schedule and are not registered for VAT, the price that will be used for evaluation purposes will be the price as submitted. If the bidder is awarded the contract, and the bidder has not registered as a VAT vendor after the award of the bid, the municipality will pay the price excluding VAT in line with the Value-Added Tax Act, 1991 (Act No 89 of 1991).

22.7 The prices quoted must include all labour, transport, consumables, disbursements and all related costs of rendering the required services to the respective premises of the Cape Winelands District Municipality, without any hidden costs.

22.8 Please note that prices quoted in the prescribed pricing schedule MUST BE UNIT PRICES, thus –

22.8.1 The unit price per occasion for the provision of gardening services, cleaning of grounds, surrounds and inside open-air and/or communal areas, irrespective of the frequency.

22.8.2 The unit price per occasion for the washing of windows for the whole of a site, irrespective of the frequency.

22.8.3 The unit price for the washing of vehicles, per type of vehicle, irrespective of the frequency.

22.9 Despite any frequencies and numbers mentioned in this tender, the District Municipality may request that *ad hoc* services be delivered, outside of the normal schedule, at the same prices as included in the prescribed pricing schedule.

23. MONTHLY INVOICES

23.1 The successful must submit monthly invoices to the Cape Winelands District Municipality, not later than the 7th day of the month following the month for which the services were rendered.

- 23.2 Individual invoices must clearly stipulate the prices per deliverable per site within a geographic area, as well as the unit price, numbers and frequency.
- 23.3 Each invoice must be accompanied by an advice slip, signed off by a representative of the Cape Winelands District Municipality, to confirm the type, frequency and number of services rendered.
- 23.4 No advance payments will be made for any reason whatsoever. The successful service provider shall be entitled to render accounts on a monthly basis, which are payable within 30 days.

24. DELIVERABLES

- 24.1 Gardening services, cleaning of grounds, surrounds and inside open-air and/or communal areas to be performed in terms of the scope of work and within agreed timeframes.
- 24.2 Windows washed inside and outside taking into account all relevant safety requirements and precautions.
- 24.3 Vehicles washed and cleaned in terms of the scope of work and within agreed timeframes without causing any damage to the vehicles.

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 2022/032: PROVISION OF GARDENING SERVICES, CLEANING OF GROUNDS, SURROUNDS AND INSIDE OPEN-AIR AND/OR COMMUNAL AREAS, WASHING OF VEHICLES AND WASHING OF WINDOWS AND PARKING AREAS AT VARIOUS OFFICE BUILDINGS AND FACILITIES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2025

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

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

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

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

Signature(s): *T. Sangco*

Name(s): THEMBISILE LENNOX SANGCO

Capacity for the Tenderer: General Manager

Name of organization: Sivuyile Maintenance Services

Name and Signature of Witness: *Kim Frost* Date: 20/07/2022

C.V.

YEAR 1: PERIOD ENDING 30 JUNE 2023

STELLENBOSCH


PROVISION OF GARDENING SERVICES, CLEANING OF GROUNDS, SURROUNDS AND INSIDE OPEN-AIR AND/OR COMMUNAL AREAS

Site	Estimated Frequency	Unit Price (excluding VAT)	VAT @ 15%	Unit Price (including VAT)
29 Du Toit Street, 46 Alexander Street and Annex Building: Office Buildings	Every two weeks	R 1813-12	R 271-97	R 2085-09
C/o Langenhoven & Bird Street: Office Buildings	Every two weeks	R 1442-08	R 216-31	R 1658-39
Drukkers Avenue: Stores, Mechanical Workshop & Roads Depot	Every two weeks	R 1071-04	R 160-66	R 1231-70
Papegaastrand Street: Fire Services	Every two weeks	R 585-52	R 87-83	R 673-35
TOTAL		R 4911-76	R 736-77	R 5648-53

NAME OF SERVICE PROVIDER: SIVUYILE MAINTENANCE SERVICE

SIGNED ON BEHALF OF SERVICE PROVIDER: 

DATE: 20/07/2022

Cape Winelands District Municipality TENDER Opened at 11h00 on 02 AUG 2022  Witness:
--

YEAR 2: 01 JULY 2023 – 30 JUNE 2024

STELLENBOSCH

PROVISION OF GARDENING SERVICES, CLEANING OF GROUNDS, SURROUNDS AND INSIDE OPEN-AIR AND/OR COMMUNAL AREAS

Site	Estimated Frequency	Unit Price (excluding VAT)	VAT @ 15%	Unit Price (including VAT)
29 Du Toit Street, 46 Alexander Street and Annex Building: Office Buildings	Every two weeks	R 1 894 -71	R 284 -22	R 2 178 -93
C/o Langenhoven & Bird Street: Office Buildings	Every two weeks	R 1 506 -97	R 226 -06	R 1 733 -03
Drukkers Avenue: Stores, Mechanical Workshop & Roads Depot	Every two weeks	R 1 119 -25	R 167 -90	R 1 287 -15
Papegaastrand Street: Fire Services	Every two weeks	R 611 -87	R 91 -78	R 703 -65
TOTAL		R 5 132 -80	R 769 -96	R 5 902 -76

NAME OF SERVICE PROVIDER: Suvuyle Maintenance Services

SIGNED ON BEHALF OF SERVICE PROVIDER: [Signature]

DATE: 20/07/2022

Cape Winelands District Municipality TENDER Opened at 11h00 on 20 AUG 2022 [Signature] Witness: [Signature]
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YEAR 3: 01 JULY 2024 – 30 JUNE 2025

STELLENBOSCH

PROVISION OF GARDENING SERVICES, CLEANING OF GROUNDS, SURROUNDS AND INSIDE OPEN-AIR AND/OR COMMUNAL AREAS

Site	Estimated Frequency	Unit Price (excluding VAT)	VAT @ 15%	Unit Price (including VAT)
Du Toit Street, 46 Alexander Street and Annex Building: Office Buildings	Every two weeks	R 1 979-97	R 296-99	R 2 276-96
Langenhoven & Bird Street: Office Buildings	Every two weeks	R 1 574-78	R 236-22	R 1 811
Wessels Avenue: Stores, Mechanical Workshop & Roads Depot	Every two weeks	R 1 169-62	R 175-44	R 1 345-06
De Waalsekerk Street: Fire Services	Every two weeks	R 639-41	R 95-91	R 735-32
TOTAL		R 5 363-78	R 804-56	R 6 168-34

NAME OF SERVICE PROVIDER: SIVUYILE MAINTENANCE SERVICES

SIGNED ON BEHALF OF SERVICE PROVIDER: [Signature]

DATE: 20/07/2022

Cape Winelands District Municipality TENDER Opened at 11h00 on 22 AUG 2022 [Signature] Witness: [Signature]
--

YEAR 1: PERIOD ENDING 30 JUNE 2023
STELLENBOSCH
WASHING OF WINDOWS

Site	Estimated Frequency	Unit Price (excluding VAT)	VAT @ 15%	Unit Price (including VAT)
29 Du Toit Street, 46 Alexander Street and Annex Building: Office Buildings	Once in a quarter	R 896-64	R 134-50	R 1031-14
C/o Langenhoven & Bird Street: Office Buildings	Once in a quarter	R 612-48	R 91-87	R 704-35
Drukkers Avenue: Stores, Mechanical Workshop & Roads Depot	Once in a quarter	R 816-64	R 122-50	R 939-14
Drukkers Avenue: Fire Services	Once in a quarter	R 612-48	R 91-87	R 704-35
TOTAL		R 2938-24	R 440-74	R 3378-98

NAME OF SERVICE PROVIDER: Smuyile Maintenance Services

S. J. Jansen

SIGNED ON BEHALF OF SERVICE PROVIDER:

DATE: 20/07/2022

Cape Winelands District Municipality TENDER Opened at 11:00 on
02 AUG 2022 <i>S. J. Jansen</i>
Witness: <i>[Signature]</i>

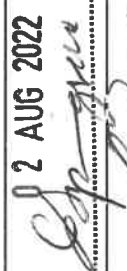
**YEAR 2: 01 JULY 2023 – 30 JUNE 2024
STELLENBOSCH
WASHING OF WINDOWS**

Site	Estimated Frequency	Unit Price (excluding VAT)	VAT @ 15%	Unit Price (including VAT)
29 Du Toit Street, 46 Alexander Street and Annex Building: Office Buildings	Once in a quarter	R 936-99	R 140-55	R 1077-54
C/o Langenhoven & Bird Street: Office Buildings	Once in a quarter	R 640-04	R 96-01	R 736-05
Drukkers Avenue: Stores, Mechanical Workshop & Roads Depot	Once in a quarter	R 853-39	R 128-02	R 981-41
Drukkers Avenue: Fire Services	Once in a quarter	R 640-04	R 96-01	R 736-05
TOTAL		R 3070-46	R 460-59	R 3531-05

NAME OF SERVICE PROVIDER: SUNNYLE MAINTENANCE SERVICES

SIGNED ON BEHALF OF SERVICE PROVIDER: M. Janse

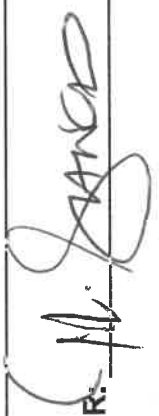
DATE: 20/07/2022

Cape Winelands District Municipality TENDER Opened at 11h00 on <u>22 AUG 2022</u>  Witness: <u>[Signature]</u>



**YEAR 3: 01 JULY 2024 – 30 JUNE 2025
STELLENBOSCH
WASHING OF WINDOWS**

Site	Estimated Frequency	Unit Price (excluding VAT)	VAT @ 15%	Unit Price (including VAT)
29 Du Toit Street, 46 Alexander Street and Annex Building: Office Buildings	Once in a quarter	R 979-15	R 146-87	R 1126-02
C/o Langenhoven & Bird Street: Office Buildings	Once in a quarter	R 668-84	R 100-33	R 769-17
Drukkers Avenue: Stores, Mechanical Workshop & Roads Depot	Once in a quarter	R 891-79	R 133-78	R 1025-57
Drukkers Avenue: Fire Services	Once in a quarter	R 668-84	R 100-33	R 769-17
TOTAL		R 3208-62	R 481-31	R 3689-93

NAME OF SERVICE PROVIDER: SIMUULE MAINTENANCE SERVICES

SIGNED ON BEHALF OF SERVICE PROVIDER: 

DATE: 20/07/2022

Cape Winelands District Municipality TENDER Opened at 11h00 on 02 AUG 2022  Witness: 
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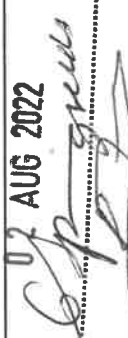
YEAR 1: PERIOD ENDING 30 JUNE 2023
STELLENBOSCH
WASHING OF VEHICLES

Site	Estimated Frequency	Unit Price (excluding VAT)	VAT @ 15%	Unit Price (including VAT)
29 Du Toit Street, 46 Alexander Street and Annex Building: Office Buildings	Car Every two weeks	R 345 ⁹⁰ 345	R 513 ⁵⁰ 513	R 103 ⁵⁰ 39744
	Bakkie Every two weeks	R 192 ⁰⁰ 200	R 215 ⁰⁰ 880	R 115 ⁰⁰ 22080
	Mini Bus Every two weeks	R 624 ⁰⁰ 40	R 915 ⁰⁰ 36	R 714 ⁵⁰ 76
C/o Langenhoven & Bird Street: Office Buildings	Car Every two weeks	R 90 ⁰⁰ 34	R 13 ⁵⁰	R 103 ⁵⁰
	Bakkie Every two weeks	R 100	R 15 ⁰⁰	R 115 ⁰⁰
Drukkers Avenue: Stores, Mechanical Workshop & Roads Depot	Car Every two weeks	R 90 ⁰⁰	R 13 ⁵⁰	R 103 ⁵⁰
	Bakkie Every two weeks	R 100 ⁰⁰	R 15 ⁰⁰	R 115 ⁰⁰
TOTAL		R 700⁰⁰	R 105⁰⁰	R 805⁰⁰

NAME OF SERVICE PROVIDER: SIMPLY MAINTENANCE SERVICES

SIGNED ON BEHALF OF SERVICE PROVIDER: 

DATE: 20/07/2022

Cape Winelands District Municipality TENDER
Opened at 11h00 on
07 AUG 2022 
Witness:



**YEAR 2: 01 JULY 2023 – 30 JUNE 2024
STELLENBOSCH
WASHING OF VEHICLES**

Site	Estimated Frequency	Unit Price (excluding VAT)	VAT @ 15%	Unit Price (including VAT)
29 Du Toit Street, 46 Alexander Street and Annex Building: Office Buildings	Car Every two weeks	R 94-50	R 14-12	R 108-62
	Bakkie Every two weeks	R 104-50	R 15-68	R 120-18
	Mini Bus Every two weeks	R 135-85	R 20-39	R 156-24
C/o Langenhoven & Bird Street: Office Buildings	Car Every two weeks	R 94-50	R 14-12	R 108-62
	Bakkie Every two weeks	R 104-50	R 15-68	R 120-18
Drukkers Avenue: Stores, Mechanical Workshop & Roads Depot	Car Every two weeks	R 94-50	R 14-12	R 108-62
	Bakkie Every two weeks	R 104-50	R 15-68	R 120-18
TOTAL		R 732-85	R 109-79	R 842-64

NAME OF SERVICE PROVIDER: SIMPLY MAINTENANCE SERVICES

SIGNED ON BEHALF OF SERVICE PROVIDER: 

DATE: 20/07/2022

Cape Winelands District Municipality
TENDER
Opened at 11H00 on
02 AUG 2022

Witness: 



**YEAR 3: 01 JULY 2024 – 30 JUNE 2025
STELLENBOSCH
WASHING OF VEHICLES**

Site	Estimated Frequency	Unit Price (excluding VAT)	VAT @ 15%	Unit Price (including VAT)
29 Du Toit Street, 46 Alexander Street and Annex Building: Office Buildings	Car Every two weeks	R 98-75	R 14-81	R 113-56
	Bakkie Every two weeks	R 109-20	R 16-38	R 125-58
	Mini Bus Every two weeks	R 141-96	R 21-29	R 163-25
C/o Langenhoven & Bird Street: Office Buildings	Car Every two weeks	R 98-75	R 14-81	R 113-56
	Bakkie Every two weeks	R 109-20	R 16-38	R 125-58
Drukkers Avenue: Stores, Mechanical Workshop & Roads Depot	Car Every two weeks	R 98-75	R 14-81	R 113-56
	Bakkie Every two weeks	R 109-20	R 16-38	R 125-58
TOTAL		R 765-81	R 114-86	R 880-67

NAME OF SERVICE PROVIDER: SIMONILE MAINTENANCE SERVICES

SIGNED ON BEHALF OF SERVICE PROVIDER:  N. XANCE

DATE: 20/07/2022

Cape Winelands District Municipality TENDER Opened at 11h00 on
20 AUG 2022 
WITNESS: 

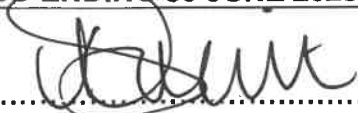

H. ACCEPTANCE

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

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

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

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

ACCEPTANCE (to be completed by the Cape Winelands District Municipality)	
T 2022/032: PROVISION OF GARDENING SERVICES, CLEANING OF GROUNDS, SURROUNDS AND INSIDE OPEN-AIR AND/OR COMMUNAL AREAS, WASHING OF VEHICLES AND WASHING OF WINDOWS AND PARKING AREAS AT VARIOUS OFFICE BUILDINGS AND FACILITIES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2025	
 Ms K Smit Director Strategic Support Services	<u>24.02.2023</u> Date
 Me. E Niemand Witness	<u>24.02.2023</u> Date

C11

I. QUESTIONNAIRE

List all partners / members / directors of this enterprise

Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number
SCOTT	Peter Charles	6208315220080	N/A

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

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

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

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

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

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

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

- **1.** Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **ras**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobuhlanga**. 100%
- 2.** Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **geslag**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokwesini**. 0%
- 3.** Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **gestremdheid**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobulwelwe**. 0%
- 4.** Persentasie aandeelhouding van persone geklassifiseer as **Jeug**. (18 – 35 Jaar oud).
 Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old)
 Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba **lulutsha** (18 – 35 Yeminyaka) 0%
- 5.** Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit In/Ngaphakathi
 Is your business established within the area of jurisdiction of the District Municipality? In / Out In/Out/Ngaphandle
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakati / Ngaphandle
- 6.** Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee Ja/Yes/Ewe
 Do you make use of local labour (job creation)? Yes / No Nee/No/Hayi
 Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi Nee/No/Hayi

CN

J. DECLARATION OF INTEREST – (MBD 4 B)

(On behalf of the company and its directors/ members/ trustees/ principal 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	THEMBISILE LENNOX SANGO
3.2	Identity Number (person submitting this declaration)	7203 1657 40085
3.3	Position occupied in the Company (official/director/trustee/shareholder ²):	GENERAL MANAGER
3.4	Company Registration Number	620831 522 0080
3.5	Tax Reference Number	113 136 4141
3.6	VAT Registration Number	48 702 11 333
3.7	The names of all directors/ members/ trustees/ principal 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/ principal 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	Persal No:	
Full Names:			
Organ of State:		Position:	

3.9	Have you or any director/ member/ trustee/ principal shareholder been in the service of the state for the past twelve months?	Yes	<input checked="" type="radio"/> 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	Persal No:	
Full Names:			
Organ of State:		Position:	

(11)

3.10	Do you or any director/ member/ trustee/ principal 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
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3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:	N/A		Persal No:
Full Names:			
Organ of State:		Position:	

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principal 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:	N/A		Persal No:
Full Names:			
Organ of State:		Position:	

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principal 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:	N/A		Persal No:
Full Names:			
Organ of State:		Position:	

3.13	Do you or any director/ member/ trustee/ principal 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		
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3.14	Is the supplier or any director/ member/ trustee/ principal 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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C.12.

3.15	Is the supplier or any director/ member/ trustee/ principal 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.		

3.16	Was the supplier or any director/ member/ trustee/ principal 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.		

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

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

C/M

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

4	Full name of directors / trustees / shareholders	Identity Number	% Shareholding 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						
2						
3				N/A		
4						
5						
6						
7						
8						
9						
10						

(Handwritten signature)

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

20/07/2022
Date

General Manager
Capacity of Signatory

Sinyile Maintenance Services
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 Tokai

on this 28th day of July 2022 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths 

Position:

Address

.....

.....

Tel:

Apply official stamp of authority on this page:

Stanley Cupido
Commissioner of Oaths
Practising Attorney R.S.A.
Suite 111B, Tokai Village Centre
Vans Road, Dreyersdal, Tokai 7945

4.1	If yes, furnish particulars <i>N/A</i>
-----	--

CERTIFICATION

I, THE UNDERSIGNED (NAME) Thembisile lennox Sango
 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.

W. Sango 20/07/2022
 Signature Date

Sivuyile Maintenance Services.
 Position Name of Bidder

C/W

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?	<input checked="" type="radio"/> Yes / <input 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>.....</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	<p>If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.</p>	
2.2	<p>If yes, provide particulars.</p> <p style="text-align: center;"><i>N/A</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	
3	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract?	<input checked="" type="radio"/> Yes / <input type="radio"/> No
3.1	<p>If yes, furnish particulars</p> <p><i>Cleaning and laundry service at kentegeur laundry - WCGH5C0198 / 2019</i></p> <p><i>Cleaning and laundry service at Tjeterberg laundry - WCGH5C0294 / 2021</i></p> <p><i>Deep cleaning, minor maintenance of public toilets and bathhouses - 254S / 2018</i></p> <p><i>cleaning service at Disaster Risk Management - SL12200107 2019</i></p> <p><i>Cleaning service at Subcouncil 17, 18 and 11 - SD12200004 / SD12200009</i></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

CA

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

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

1.2 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic

Handwritten signature/initials

Empowerment Act;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

4.3 POINTS AWARDED FOR PRICE

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

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

Where

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

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

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

1.1

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

6. BID DECLARATION

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	✓
-----	--	----	---

8.1.1 If yes, indicate:

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

YES		NO	
-----	--	----	--
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

1.1.

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

9.1 Name of company/firm: SWINILE MAINTENANCE SERVICES

9.2 VAT registration number: 48 702 11 333

9.3 Company registration number: 6208315220080

9.4 **TYPE OF COMPANY/ FIRM**

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

General cleaning and Maintenance Services.

9.6 **COMPANY CLASSIFICATION**

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

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number: SEE ATTACHED

Stand Number: Municipal letter

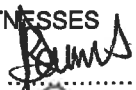
9.8 Total number of years the company/firm has been in business:.....


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


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

- (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.

WITNESSES

1. 

2. 



SIGNATURE(S) OF BIDDERS(S)

DATE: 28/07/2022

ADDRESS Suite 110 Block B
TOKAI VILLAGE CENTRE
VATU ROAD
TOKAI



M. CONTRACT FORM – RENDERING OF SERVICES (MBD 7.2)

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) CAPE WINGELANDS MUNICIPALITY accordance with the requirements and task directives / proposals specifications stipulated in Bid Number T2022/032 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 fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.


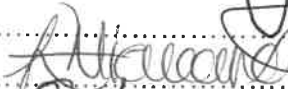

Name Thembisile lennox Sanzo
Capacity General Manager
Signature [Signature]
Company name Sivuyile Maintenance Services
Date 28/07/2022
Witness 1 [Signature] Date 28/7/2022
Witness 2 J Japtha Date 28/7/2022

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I **KARINA SMIT** in my capacity as **DIRECTOR: SUPPORT SERVICES** accept your bid under reference number **T2022/032** dated **02 AUGUST 2022** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
T2022/032: PROVISION OF GARDENING SERVICES, CLEANING OF GROUNDS, SURROUNDS AND INSIDE OPEN-AIR AND/OR COMMUNAL AREAS, WASHING OF VEHICLES AND WASHING OF WINDOWS AND PARKING AREAS AT VARIOUS OFFICE BUILDING AND FACILITIES OF CWDM FOR THE PERIOD ENDING 30 JUNE 2025	VARIOUS PRICES	30/06/2025	1	NONE

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

Signed at **STELLENBOSCH** on **24 FEBRUARY 2023**
 Name (Print) **KARINA SMIT**
 Signature 
 Witness 1  Date **24 FEBRUARY 2023**
 Witness 2  Date **24 FEBRUARY 2023**

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;
 - Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - Been listed in the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12 of 2004)
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

(12)

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) Thembisile lenox Sango CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

M. Sango
Signature

28/07/2022
Date

General Manager
Position

Sivuyile Maintenance Services
Name of Bidder

C/12

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:

T2022/032 Provision of Gardening Services; Clearing of Grounds, Surrounds and inside open-air (Bid Number and Description) and Communal Areas Washing of Vehicles AND Washing of Windows

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: *Sivuyile Maintenance Services* 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;

CLW

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.


Signature

28/07/2022
Date

General Manager
Position

Sivuyile Maintenance Services
Name of Bidder

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



P. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality

SEE ATTACHED MUNICIPAL LETTER

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

DECLARATION:

I, the undersigned (name) Thembisile lennox Sango
 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]
 Signature

28/07/2022
 Date


General Manager
 Position

Sivuyile Maintenance Services
 Name of Bidder

CW

Q. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs Lennox SARGO
acting in his/her capacity as GENERAL MANAGER.
of the business trading as Divvyile Maintenance Services
to sign all documentation in connection with Tender T2022/032

Name of members / directors	Signature	Date
Peter CHARLES BOTT		28.07.2022.

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

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

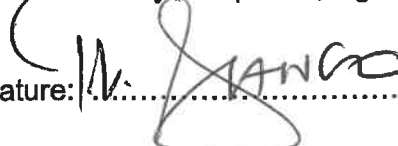
Additional documents applicable to this specific tender:

Compensation for Occupational Injury and Diseases Act (COIDA) Is the letter of Good Standing attached?	Yes	<input checked="" type="checkbox"/>	No	
Company profile Is a company profile attached?	Yes	<input checked="" type="checkbox"/>	No	

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

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

I, Thembisile lennox Sango confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature: 

Date: 28/07/2022

T. REFERENCES

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

All bidders must provide proof of their ability to render the services applicable to the deliverables as explained in this tender and it must be submitted with the Bid or within a reasonable timeframe to be agreed upon between the Cape Winelands District Municipality and the successful service provider.

Company Name	City of Cape Town: Recreation and Parks
Description of project	opening, closing, cleaning and minor maintenance of public toilets
Contact person name	Thomas Beukes
Contact person telephone number	021 444 8791
Value of project	R18 500 000.00

Company Name	LENTEGEUR LAUNDRY
Description of project	DEEP CLEANING, WASHROOMS, LAUNDRY AND MAIN FACTORY
Contact person name	XOLA VABASA
Contact person telephone number	021 483 2530
Value of project	R1 547 482.80

Company Name	TYGERBERG LAUNDRY
Description of project	DEEP CLEANING, WASHROOMS, LAUNDRY AREA AND FACTORY
Contact person name	MS LYNETTE VEAREY
Contact person telephone number	021 933 0834
Value of project	R1 547 482.00

**COMPANY
REGISTRATION**

**LETTER OF
AUTHORISATION**

IDENTITY DOCUMENT



Sole Proprietor Certificate®

issued by the Sole Proprietor National Database® - SPND® – South Africa

**This is to certify that
Peter Charles Scott**

ID No. 6208315220080
("the Sole Proprietor")

has been registered on the

Sole Proprietor National Database® 12/07/2022
SPND®

www.spnd.co.za

and that the Sole Proprietor is trading as

Sivuyile Maintenance Services

Ref. No. 2021/962359/07

being a Defensive Name in terms of Section 12(9) of the Companies Act, 2008 (South Africa)

with a purpose of

Cleaning and maintenance

under

IncomeTax Ref.No.1131364141

in terms of the Income Tax Act, 1962 (South Africa) as amended

with contact details

Email: admin@sivuyileservices.co.za

Telephone: 021-012 5245

and from the physical address

No 9 Victoria Building Victoria Road Grassy Park 7945

Date of issue: 5 November 2021

Sole Proprietor National Database (SPND) – a unit of eServices Business Registrations (Pty) Ltd 2011/136877/07

Email address: information@spnd.co.za

Telephone numbers: 021 852 4444 / 078 113 0175

Physical address: SPND, Business Registration Office, Caledon Street, Somerset West, South Africa, 7130

Postal address: SPND, P O Box 1138, Somerset West, 7129

This certificate is issued as a Secure Adobe Document (.pdf) with no changes allowed, only high resolution printing permitted, and the details of which can be verified by a free search of the SPND Database at www.spnd.co.za

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Stanley Cupido

Commissioner of Oaths

Practising Attorney R.S.A.

Suite 111B, Tokai Village Centre

Vans Road, Dreyersdal, Tokai 7945

I HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

.....
COMMISSIONER OF OATHS



LETTER OF AUTHORISATION:

15 June 2022

I, Peter Scott hereby authorize Mr. Lennox Sango to sign all the documents related to the tender documents on behalf of my company Sivuyile Maintenance Services.

Given below is my identity proof with details and signature for the verification purpose:

- Name: **Peter Charles Scott**
- Designation: **Director**
- ID number: **6208315220080**

Given below is the person with details for the verification purpose.

- Authorized Person: **Thembisile Lennox Sango**
- Designation: **Project Manager**
- ID Number: **7203165746085**

Regards

Peter Charles Scott

Director

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. 620831 5220 080



S.A.CITIZEN

SURNAME
SCOTT

FORENAMES
PETER CHARLES

COUNTRY OF BIRTH
SOUTH AFRICA

DATE OF BIRTH
1962-08-31



DATE ISSUED
2011-06-09

ISSUED BY AUTHORITY OF
THE DIRECTOR-GENERAL
HOME AFFAIRS

Stanley Cupido
Commissioner of Oaths
Practising Attorney R.S.A.
Suite 111B, Tokai Village Centre
Vans Road, Dreyersdal, Tokai 7945

I HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

.....
COMMISSIONER OF OATHS

12/07/2022

SARS DOCUMENTS

COIDA

CIDB

CSD

NCCA

BEE AFFIDAVIT



TAX COMPLIANCE STATUS

PIN Issued

PC SCOTT
PO BOX 273
RETREAT
7965

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: 1131364141

Always quote this reference number when contacting SARS

Issue Date: 2022/02/22

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

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

TCS Details:	
Taxpayer Name	Peter Charles Scott
Trading Name	SIVUYILE MAINTENANCE SERVICES
Tax Reference Number(s)	IT - 1131364141 Vat - 4870211333 PAYE - 7240806861
Purpose of Request	Good Standing
Request Reference Number	0009820307GS2202222033441
PIN	482765E225
PIN Expiry Date	22/02/2023

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

Stanley Cupido
Commissioner of Oaths
Practising Attorney R.S.A.
Suite 111B, Tokai Village Centre
Vans Road, Dreyersdal, Tokai 7945

I HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

.....
COMMISSIONER OF OATHS

12/07/2022

Name	PC SCOTT	Timestamp	4509038
Tax reference No	1131364141	Year	2022
Form ID	RFDTCs	Page of Page	01/01
Content Version	v2013 01 01	Template version	v2013 01 01



TAX COMPLIANCE STATUS
PIN Issued

PC SCOTT
PQ BOX 273
RETREAT
7965

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: 1131364141

Always quote this reference number when contacting SARS

Issue Date: 2022/02/22

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

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

TCS Details:	
Taxpayer Name	Peter Charles Scott
Trading Name	SIVUYILE MAINTENANCE SERVICES
Tax Reference Number(s)	IT - 1131364141 Val - 4870211333 PAYE - 7240806861
Purpose of Request	Tender
Request Reference Number	0009820307TS2202222030385
PIN	193484322V
PIN Expiry Date	22/02/2023

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
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Suite 111B, Tokai Village Centre
Vans Road, Dreyersdal, Tokai 7945

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12/07/2022

Name	PC SCOTT	Timestamp	4567307
Tax reference No	1131364141	Year	2022
Form ID	RFOTCS	Page of Page	01/01
Content Version	v2013.01.01	Template version	v2013.01.01

PAYROLL TAX
Notice of Registration

PC SCOTT
PO BOX 273
RETREAT
7965

Enquiries should be addressed to SARS

Contact Detail

SARS 0800 00 7277
Alberton Website: www.sars.gov.za
1528

Details

Taxpayer Reference No: 7240806861

Always quote this reference number when contacting SARS

Date: 2019-10-11



Dear Taxpayer

NOTICE OF REGISTRATION

The South African Revenue Service (SARS) confirms registration of the following taxpayer:

Name and Surname: PETER CHARLES SCOTT
ID number: 6208315220080
Taxpayer reference number: 7240806861
Date of Registration: 2019-10-11

Your tax obligation

Employees' Tax (PAYE): 7240806861
SDL: L240806861
UIF: U240806861

SETA Code: 23
Chamber Code: 88000

Payments in respect of PAYE, SDL, and UIF must be made under cover of an EMP 201 return to SARS within seven days after the end of the month during which it was deducted or withheld. If payment is not paid in full within the prescribed period, a ten percent penalty and interest at the prescribed rate is levied.

Where the seventh of the month falls on a weekend or public holiday, the due date is the last preceding business day.

Kindly notify SARS of any change to your registered particulars within 21 business days of such change.

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

Sincerely

Stanley Cupido
Commissioner of Oaths
Practising Attorney R.S.A.
Suite 111B, Tokai Village Centre
Vans Road, Dreyersdal, Tokai 7945

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COMMISSIONER OF OATHS

12/07/2022



PC SCOTT
7240806861
RFDREG
RFDREG

25006933
2019
01/02
RFDREG



labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA



2021078833

CALL CENTER NO: 0860 105 350

REG NO : 990001214520
FAX NO : 0123456789
ISSUE DATE : 2022-06-03
CERTIFICATE NO : 2021078833

PETER SCOTT
PO BOX 0
GRASSY PARK

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:

PETER SCOTT

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

Nature of business :CLEANING PRODUCTS AND EQUIPMENT MAINTANANCE

Expiry date :2023-04-30

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

Stanley Cupido

Commissioner of Oaths
Practising Attorney R.S.A.
Suite 111B, Tokai Village Centre
Vans Road, Dreyersdal, Tokai 7945

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COMMISSIONER OF OATHS

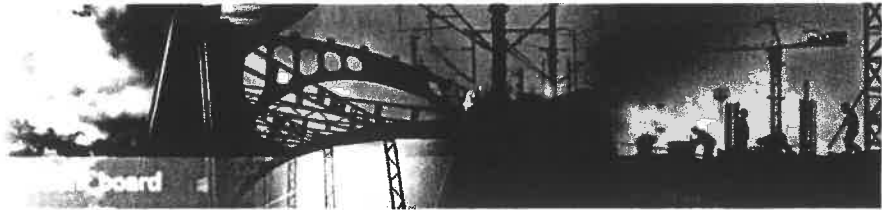
12/07/2022

COMPENSATION COMMISSIONER

W.As. 48

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


Compensation Fund
WORKING FOR YOU



[Home](#)

Contractor Detail

[Print](#)

Contractor Detail

CRS Number: 220927

Status: Active

Contractor Name: PC SCOTT

Type of Enterprise: Sole Proprietor

Trading Name: SIVUYILE MAINTENANCE SERVICES

Expiry Date: 2022/09/05

Contractor Grades

Grade: 1GB PE, Update Date: 2019/09/05

[Back](#)

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[Website technical enquires contact](#)

Stanley Cupido
Commissioner of Oaths
Practising Attorney R.S.A.
Suite 111B, Tokai Village Centre
Vans Road, Dreyersdal, Tokai 7945

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COMMISSIONER OF OATHS

12/07/2022



CSD REGISTRATION SUMMARY REPORT

SUPPLIER IDENTIFICATION

Supplier number	MAAA0184402
Is supplier active?	Yes
Supplier type	Individual
Supplier sub-type	Sole Proprietor
Legal name	PETER CHARLES SCOTT
Trading name	SIVUYILE MAINTENANCE SERVICES
Identification type	South African Identification Number
South African identification number	6208315220080

Government breakdown	Sole Proprietorship
Country of origin	South Africa
Have Bank Account	Yes
Restricted Supplier	No
Restriction Last Verification Date	26 Jul 2022 13:56:34:280
Government Employee	No
Government Employee Last Verification Date	26 Jul 2022 13:56:34:137

PREFERRED CONTACT

Contact type	Administration, Bid Office
Name(s)	Peter Scott
Identification type	South African Identification Number

Prefer communication via email	Yes
Email address	sivuyileservices@vodamail.co.za
Cellphone number	0722256357

PREFERRED ADDRESS

Address type	Physical
Address line 1	Suite 9 Victoria Mall
Address line 2	Victoria Road Grassy Park
Suburb	Retreat
Province	Western Cape

Municipality	City of Cape Town
City	Cape Town
Postal code	7945
Ward Number	110
Country	South Africa

PREFERRED ACCOUNT

Account type	Current Accounts
Bank	FIRST NATIONAL BANK
Branch number	200409
Branch name	TOKAI 029
Account number	62254747870

Account holder	SIVUYILE MAINTENANCE SERVICES
Bank Verification Status	Verification Succeeded
Is this a preferred account?	Yes
Edit date	14 Feb 2020 13:00:05:523
Is the identifier linked at the bank	Yes

TAX

Overall Tax Status	Tax Compliant
Income Tax Number	1131364141
VAT number	4870211333

Is this supplier a VAT vendor?	Yes
Last validation date	26 Jul 2022 13:57:00:000





CSD REGISTRATION SUMMARY REPORT

SUPPLIER DIRECTOR/MEMBERS

Is there any director whom is restricted?	No	Is there any director who is a government employee?	No
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SUPPLIER COMMODITIES

Commodity family	Cleaning and janitorial services;		
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BBBEE INFORMATION

Certificate Type	Sworn Affidavit	Certificate Issue Date	23 Jun 2021 00:00:00:000
BBBEE Status Level Of Contributor	Level 1 Contributor	Certificate Expiry Date	22 Jun 2022 00:00:00:000
Status		Verification Status	Manual verification required

DEMOGRAPHIC INFORMATION

Gender demographics available?	Yes	Youth demographics available?	No
Military veteran demographics available?	No	Disabilities demographics available?	No

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.





CSD REGISTRATION SUMMARY REPORT

Links 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 highlighted 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?](#)



NATIONAL CONTRACT CLEANERS ASSOCIATION
Western Cape Branch

29 March 2022

Attention: Kim
Sivuyile Maintenance Services

Email: admin@sivuyileservices.co.za

Dear Kim

NCCA WESTERN CAPE MEMBERSHIP CONFIRMATION – 1 APRIL 2022 – 31 MARCH 2023

You received a letter confirming your provisional membership for the above year – valid until **29 September 2022**. That letter can be used as proof of membership in the event of your bidding for tenders and will give you time to finalise the prerequisite compliance audit required to qualify for a membership certificate once your company has been found compliant.

Please be so kind as to supply us with the following information in order that we may arrange for the audit:

Company Name: **Sivuyile Maintenance Services**
Membership Number: **WC0224**
Name of person in your company responsible for the audit:
Their position in the company:
No of cleaners on your books: **16 (SIXTEEN) cleaners**
Physical address:
Telephone number:
Cell number:
Email address:

Thanking you in anticipation.

Kindest regards

NATASHA ATHERTON
Administrator

CC Thami Makeleni – Chairperson
Thabisa Sinyondo – Vice Chairperson

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	PETER CHARLES SCOTT
Identity number	620831 5220 08 0

Hereby declare under oath as follows:

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

Enterprise Name:	PETER SCOTT TRADING AS SIVUYILE MAINTENANCE SERVICES
Trading Name (If Applicable):	SIVUYILE MAINTENANCE SERVICES
Registration Number:	620831 5220 080
Enterprise Physical Address:	SUITE 110 BLOCK B TOKAI VILLAGE CENTRE TOKAI 7945
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	SOLE PROP
Nature of Business:	Cleaning and Maintenance
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – <ol style="list-style-type: none"> (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- <ol style="list-style-type: none"> i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
Definition of "Black Designated Groups"	"Black Designated Groups means: <ol style="list-style-type: none"> (a) Unemployed black people not attending and not required by law to attend an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"


3. I hereby declare under Oath that:

- The Enterprise has **100.00** % Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has **0** % Black Woman Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth %= -----0-----
 - Black Disabled % = -----0-----
 - Black Unemployed % = -----
 - Black People living in Rural Areas % = -----0-----%
 - Black Military Veterans % = -----0-----%
- Based on the Financial Statements / Management Accounts and other information available on the latest financial year-end of 28 February **2022** the annual Total Revenue was R10,000,000.00 (Ten Million Rand) or less
- Please confirm on below table the BEE Level Contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	X
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and 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.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____



Date: 15 JUNE 2022

Stanley Cupido
 Commissioner of Oaths
 Practising Attorney R.S.A.
 Suite 111B, Tokai Village Centre
 Vans Road, Dreyersdal, Tokai 7945

 Commissioner of Oaths
 Signature & stamp

15/06/2022

INSURANCE

PROVIDENT FUND

EXPERIENCES

REFERENCES

LEASE

VEHICLES

CERTIFICATE OF PUBLIC LIABILITY INSURANCE



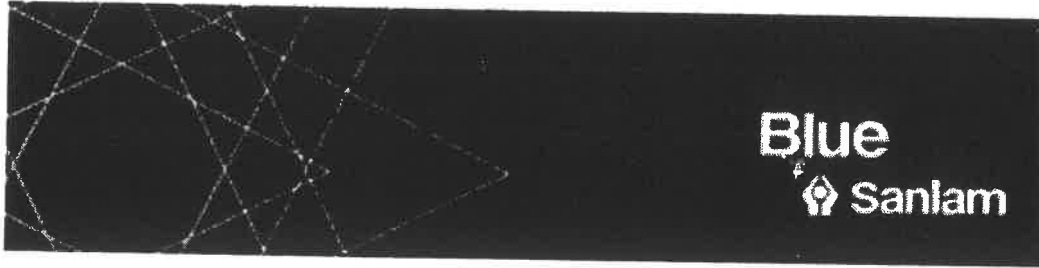
This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy/ies below. All claims are subject to the terms of the policy and will be assessed for validity on the submission of a claim. Santam Limited does not accept liability, financially or otherwise in relation to either the Insured or any other party who has placed reliance on the form and content of this Certificate of Public Liability Insurance.

Date of issue of Certificate:	18/05/2022
Insurer:	Santam Ltd
Insured:	Sivuyile Maintenance Services
Broker:	BERGHSHIRE BLUESTAR LIAM RICHARDS -SANLAM 8346
Policy number:	10000078989
Type of Policy:	Multiperil type policy with Public Liability Section as more fully described under Cover and Limits below. Issued on a Claims made basis.
Retroactive date:	01/05/2018
Extended Reporting Period:	The policy contains an Extended Reporting Option which is available for a period up to 36 months in the event of the Insurer cancelling the cover and the Insured is unable to purchase replacement insurance.
Coverage for Insured:	Subject to the Terms and Conditions of the policy wording: Damages which the Insured shall become legally liable to pay consequent upon Injury or Damage (as defined in policy wording) which occurred in the course of or in connection with the Business on or after the Retroactive date of the Public Liability section which results in claims or claims first being made against the Insured during the period of Insurance.
Territorial Limits:	Anywhere in the world but not in connection with any business carried on by the Insured at or from premises outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.
Jurisdiction:	Worldwide, excluding USA and/or Canada
Period of Insurance:	From 01/05/2022 to 30/04/2023. This is a monthly policy and will renew subject to payment of the monthly premium.
Anniversary / Renewal date:	01/05/2023
Cover	Limits (SA Rand)
General, Tenants & Property Owners	R2,500,000
Commercial Umbrella Liability	R20,000,000

Signed for and on behalf of Santam Limited on this 18th day of May 2022 at Sandton, Johannesburg.



.....
Robin Burgess
Snr. Underwriting Manager



To whom it may concern:

23 May 2022

Confirmation of Public Liability Cover

Client: Sivuyile Maintenance Services

Premises: Suite 110 Block B, Tokai Village Centre, Vans Road, Tokai, Cape Town, 7945

Insurance company: Santam

Policy number: 10000078989

Payment method: Monthly

Public Liability cover breakdown

General, Tenants, Work Away & Owners liability including CUP: R22 500 000

Statutory Legal Defence Costs: R250 000

Wrongful Arrest and Defamation: R50 000

Important: This policy is paid on a monthly basis and it is understood that the validity of the insurance cover is dependent upon the premium having been paid and that any opinion, statement or promise contrary to the contents of these documents would in no way be binding upon the insurer or broker.

Please do not hesitate to contact me should you have any queries.

Kind regards.

Liam Richards

Liam Richards ND: Informatics & Design – Business Analysis

Short Term Insurance Advisor

T +27 21 023 0545 C +27 73 689 8737

163 Uys Krige Drive, Tygerberg Office Park, Platteklouf House, Ground Floor, Platteklouf, 7500

Our Ref: S. Ndou

SIVUYILE MAINTENANCE SERVICES
No 9 Victoria Building
Victor Road
Grassy Park
7945



Dear Sir/Madam,

**THE CONTRACT CLEANING NATIONAL PROVIDENT FUND ("the Fund") \ SIVUYILE MAINTENANCE SERVICES:
CONFIRMATION OF REGISTRATION**

This serves to confirm that **SIVUYILE MAINTENANCE SERVICES** ("the Employer"/"the Company") is registered as a participating employer in the Fund with effect from 31 August 2021 ("the Registration Date"). Since the Employer had employed approximately eight (8) employees as at the Registration Date, the Employer is required to pay the first contributions by the 7th September 2021 in respect of the deductions required to be made from such employees' salaries in August 2021.

The Fund is registered by the Registrar of Pension Funds and approved by South African Revenue Services in terms of the Pension Funds Act, 1956 ("the Act"), as amended and the Income Tax Act, 1962, as amended. The Fund's registration and tax approval numbers are as follows:

FSCA Registration Number : 12/8/36998/1

Tax Approval Number : 18/20/4/41153

Further, the Fund is established in terms of the Sectoral Determination 1: Contract Cleaning Sector, South Africa published under Government Gazette No. R. 1196 of 16 November 2001 ("the Sectoral Determination"). The Sectoral Determination was made by the Minister of Labour in terms of the Basic Conditions of Employment Act, 75 of 1997, as amended. Furthermore, the Fund is administered and managed in terms of the rules of the Fund ("the Rules") which are binding on the members and employers in terms of section 13 of the Act.

As a participating employer, the Employer is mandated by the Sectoral Determination, the Act and the Rules to contribute monthly to the Fund within a period prescribed therein at a rate set out in the Rules. In terms of the Act, the Sectoral Determination and the Rules, such contributions must be paid to the Fund within seven (7) days of the end of the month for which the contributions are due and payable. The Employer is further required to submit the contribution schedules at the time of making payment of contributions or by the 15th of the following month in order to allocate the contributions paid to the correct members. Failure to pay the contributions and/or submit the contribution schedules constitutes a serious offence in that it contravenes the Sectoral Determination, the Rules and the Act.

Contributions are payable by electronic funds transfer into the Fund's bank account. The Company's Deposit Identifier (CDI) is **WC717**. This reference number must always be quoted when monthly contributions are deposited in the Fund's bank account, failing which the deposits would not be linked with the Employer which would result in the Employer being deemed to be in default of the obligation to pay contributions.

The details of the Fund's bank account are as follows:

Account Name : **Contract Cleaning National Provident Fund**
Bankers : **Standard Bank of South Africa Ltd**
Branch : **Johannesburg**
Branch code : **000205**
Account Number : **00 004 8836**
Reference No. : **WC717**

Once payment has been effected, proof thereof, the contribution schedules and any claims should be forwarded to fax number 086 687 0912 or email: cleaningc@nbc.co.za , contractcleaning@nbc.co.za or ccnfp@nbc.co.za.

Finally, take further note that the Fund is administered by NBC Fund Administration Services (Pty) Ltd, a benefit administrator approved as such in terms of section 13B of the Act. The contact person at NBC is **Ms. Nompumelelo Magoloza** and her contact details are as follows:

Tel No. : (010) 206 0131
E-mail : MagolozaN@nbc.co.za

We thank you for your registration and look forward to your co-operation with the requirements set out in the Rules, the Sectoral Determination, the Act and any applicable legislation.

Should you have any queries and/or require clarity on any of the above issues, please do not hesitate to contact the writer hereof.

Yours faithfully,

[Electronically signed, therefore without signature]

27 August 2021

MR SAM NDOU
Principal Officer
Tel: (011) 333 1082
Mobile: 083 969 5683
E-Mail: ndousam@gmail.com

Date Issued

Received by the Employer on this _____ day of _____ 2021

For and on behalf of the Employer



EXPERIENCE:

CURRENT EXPERIENCE

DESCRIPTION:	CLIENT DETAILS:	CONTACTS DURATION DATE:	VALUE OF CONTACT:
CLEANING TOILETS, WASHROOMS,STAIRS, LAUNDY MAIN FACTORY AREA(DEEP CLEANING) AND WINDOWS	HEALTH DEPARTMENT, LENTEGEUR LAUNDRY- MITCHELLS PLAIN XOLA VABAZA 021- 483 2530	1/05/2020 – 30/04/2023	R 1 547 482.80
DEEP CLEANING, MINOR MAINTENANCE OF PUBLIC TOILETS AND BATHHOUSES	COCT. 379S/2015/16 THOMAS BEAUKES 021 444 8791	01/07/2019-30/06/2022 <u>EXTENTION</u>	R 18 500 000.00
CLEANING TOILETS, WASHROOMS,STAIRS, LAUNDY MAIN FACTORY AREA(DEEP CLEANING) AND WINDOWS	CLEANING SERVICES AT TYGERBERG LAUNDRY- MS LYNETTE VEAREY 021933 0834	01/11/2021 – 31/10/2024	R1 547 482.96
CLEANING KITCHENS, BOARDROOMS, TOILETS AND OFFICES	CLEANING SERVICE AT DISASTER RISK MANAGEMENT –	01/06/2022-30/09/2022	R71 316.34



EXPERIENCE: PAST EXPERIENCES

DESCRIPTION:	CLIENT DETAILS	DURATION DATE:	VALUE OF CONTACT:
DEEP CLEANING AND MAINTENANCE OF OFFICES	DCD MARINE COBUS VAN NIEKERK 021-460 6000	01/06/2014-14/12/2016	R 195 624.00
CLEANING OF OFFICES AND TOILETS	ATHONE CASH OFFICE ILANA 021- 400 2677	01/07/2018 -28/06/2019	R 11 040.00
CLEANING OF OFFICES, TOILETS AND SHOWERS	CULEMBORG SAFE SPACE LORRAINE FROST 021-444 3097	25/08/2018- 28/06/2019	R50 984.10
CLEANING OFFICE AND PUBLIC TOILETS	NEWLANDS OFFICES FORESTY STATION KEOMA 021-400 3097	01/09/2018 – 28/06/ 2019	R87 192.00
CLEANING OFFICE, TOILETS, BOARDROOM AND SPS HOUSE 8	STEENBRAS POWER STATION (GORDONS BAY)	8 /03/2019 -30/06/2019	R 9 724.11
CLEANING OF OFFICE CUBICLES, WINDOWS, KITCHEN AND TOILETS	200 ON MAIN CLAREMONT (SOCIAL DEVELOPMENT) 021-444 2320	03/10/2018-30/06/2019	R 32 247.00
DEEP CLEANING, MINOR MAINTENANCE OF PUBLIC TOILETS AND BATHHOUSES	COCT. 3795/2015/16 THOMAS BEAUKES 021-444 8791	12 /12/2016 -30/06/2019	R 7 329 633.84
CLEANING OF VARIOUS PARKS/WARDS IN MITCHELLS PLAIN AREA	COCT.MITCHELLS PLAIN ROHLAND WILLIAMS 021 400 6088	04/02/2019- 28/06/2019	R 684 804.00
CLEANING OF TOILETS, OFFICES, PUBLIC HALLS AND WAITING AREA	ATLANTIS MVRL D JAFTA 021 400 3226 L SCHOLTZ 021 400 4456	01/07/2020 – 31/12/2020	R 30 470.40
DEEP CLEANING OFFICES KITCHEN, TOILETS AND WAITING AREA	WELLNESS CLINIC ESTHER DE VRIES 021 461 7870	01/07/2019 – 30/06/ 2020	R 12 144.00
CLEANING OF OFFICE, PUBLIC HALLS, CUBICLES, WINDOWS, KITCHEN AND TOILETS	MOTOR VEHICLE REGISTRATION GOODWOOD L.SCHOLTZ 021 400 3226	01/07/2020-31/12/2020	R 19 126.80
CLEANING SERVICES BELLVILLE	L.SCHOLTZ 021 400 3226	22/06/2020 – 30/06/2020	R 3400.32
CLEANING SERVICE FOR MECHANICAL ENGINEERING & NOISE CONTROL OFFICE	YASEEN BENJAMIN 021-400-2980	30/06/ 2020	R17740.00
CLEANING CLOTH OFFICE CHAIRS	PINELANDS LIBRARY L. OLIVER 021-400-6748	26/05/2021-26/05/2021	R880.00
CLEANING OF LIBRARY WINDOWS	MAITLAND LIBRARY HAWA WILLIAMS 021-511-1525	08/04/2021-30/05/2021	R1070.50
MONTHLY SERVICES OF WATER FEATURE AT BELLVILLE HQ FOR THE FY	ASIA TOUTIE 073 945 8542	01/10/2020- 30/06/2021	R 82 800.00
CLEANING OFFICES, KITCHEN, BOARDROOM, AND TOILETS	CLEANING AT SHAWCO BIUILDING TREAT SHELLEY- LEE SOLOMONS 021 400 1160	01/09/2020- 30 /06/2021	R40 440.90
CLEANING OFFICES, WONDOWS , BED LINEN, FURNITURE AND FLOORS	COCT CONTACT JOHAN/ NOMAKHWEZI 021 444 7031	30 /06/2021	R9 301.41
CLEANING KITCHENS, BOARDROOMS, TOILETS AND OFFICES	CLEANING OF SC 17 B MNENE 021 400 9272	01/07/2021 – 30/06/2022	R 50 430.72



EXPERIENCE: PAST EXPERIENCES

CLEANING INSIDE AND OUTSIDE	CLEANING SERVICES AT SC 18 B.MNENE 021 400 9272	01/07/2021 – 30/06/2022	R 52 914.72
CLEANING OFFICES, WINDOWS, BED LINEN, FURNITURE AND FLOORS	EMPLOYEE WELLNESS CLINIC ESTHER DE VRIES VAN WYK- 021 461 7870	01/07/ 2021- 30/06/2022	R 19 918.00
CLEANING KITCHENS, BOARDROOMS, TOILETS AND OFFICES	CLEANING SERVICE AT MOLTEÑO COURT D.SAMSON 021 400 9233	01/02/2021 – 30/06/2022	R54 786.77
CLEANING INSIDE AND OUTSIDE	CLEANING SERVICES AT SC 11 B.MNENE 021 400 9272	01/09/2021 – 30/06/2022	R 50,725.58
LAUNDRY SERVICES	LAUNDRY- NORTH REGION NATURE RESERVE- KOOS RETIEF 021 444 7318	01/02/2022 – 30/6/2022	R14,985.32



**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

Making progress possible. Together.

Thomas Beukes
Head: Area South 4.2 Recreational
Muizenberg Beach Office,
Beach Rd,
Muizenberg.
Tel: +27 (0) 21 444 8791
Cell: +27 (0) 84 2221302
E-mail: Thomasa.Beukes@capetown.gov.za

COMMUNITY SERVICES AND HEALTH; Recreation and Parks

10 August 2021

Dear Sir/Madam

TENDER NO: 254S/2018/19

**THE OPENING, CLOSING, CLEANING AND MINOR
MAINTENANCE OF PUBLIC TOILETS AND BATH HOUSES FOR
THE CITY OF CAPE TOWN**

I hereby confirm that Peter Scott t/a Sivuyile Maintenance Services had been successful as services provider for the above mentioned tender from 1 July 2019 until 30 June 2022. This being his second successful term tender period 2017 until 2019 (TENDER NO: 379S/2015/16)

He is currently responsible for the Opening, Closing, Cleaning and Minor Maintenance of Public Toilets and Bath Houses within the City of Cape Town, a total of 106 facilities with over 200 workers and Supervisors.

Since the appointment of the Sivuyile Services the vendors' performance had been outstanding and met all necessary criteria. The vendor received quite number of letters from the community in praising the staff in rendering a fantastic service.

The total value for this financial year (2021 / 2022) is R11 002 807.10.

Kind Regards

TA. Beukes
Head: Area South 4.2 Recreation
Project Manager Public Toilets
Recreation and Parks.



CITY OF CAPE TOWN
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STAD KAAPSTAD

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Thomas Beukes
Head: Area South Recreational
Muizenberg Beach Office,
Beach Rd,
Muizenberg.
Tel: +27 (0) 21 444 8791
Cell: +27 (0) 84 2221302
E-mail: Thomas.Beukes@capetown.gov.za

COMMUNITY SERVICES AND HEALTH; Recreation and Parks

24 April 2022

The Manager
Peter Scott t/a
Sivuyile Maintenance Services
PO Box 273
Retreat
7965

EMAIL: Sivuyile Services
<admin@sivuyileservices.co.za>
(admin@sivuyileservices.co.za)

Attention: Peter Scott

Dear Sir

Expansion of Tender Number: 254S/2018/19

Description: THE OPENING, CLOSING, CLEANING AND MINOR MAINTENANCE OF PUBLIC TOILETS AND BATH HOUSES FOR THE CITY OF CAPE TOWN.

Due to the delay in the finalization of the new Tender contract, the City would like to further expand the current contract on a month to month basis - not exceeding 6 months, on the same current terms and conditions of the current contract - effective from 1st July 2022 until the new tender is implemented.

Kindly confirm whether you are willing to extend this contract by completing the portion below, as well as the forms attached.

Please submit your response to Thomas Beukes via email: Thomas.beukes@capetown.gov.za and Lubabalo.Makapela@capetown.gov.za by no later than Friday 7th May 2022 by closing of business.

Please note:

- Should we receive a positive response from you, kindly note that the final approval lies with the Bid Adjudication Committee of the City of Cape Town?
- Ensure that your latest original, valid Tax Clearance Certificate is on the Supplier Database as well as to attach a copy of such certificate to your letter of response.

Yours faithfully,

Thomas A Beukes
Digitally signed by
Thomas A Beukes
Date: 2022.04.25
19:57:01 +02'00'

Thomas Beukes
Head: Area Recreation and Parks
Project Manager: Public Toilet Tender 254S/2018/19



**Steyn Signage[®]
& Maintenance**
sign manufacturers & consultants

9 Wilge Avenue, Blackheath, 7581 [Tel: 021 905 1004] [E-mail: cherylsteyn2@gmail.com]

25 July 2022

TO WHOM IT MAY CONCERN

I writing to confirm that Sivuyile Maintenance Services have 1 Year contract with Steyn Signage & Maintenance for the cleaning, deep cleaning, and sanitising of our offices. Contracts are renewed annually.

The current contract will be re-evaluated in 2023 with Sivuyile Maintenance Services having the option to extend for another year.

Should you require any further information relating to this matter, please do not hesitate to contact me.

Kind regards

Cheryl Steyn

Director/Owner: Steyn Signage & Maintenance



8 Military Road
Steenberg. 7966
Tel: 021-3003109
Cell: 078 1187220

01 AUGUST 2022

TO WHOM IT MAY CONCERN

I would like to confirm that Sivuyile Maintenance Services have done exceptional work for the past 3 years. I can highly recommend the company and its staff for cleaning and maintenance. We have a 1 Year contract with Sivuyile Maintenance Services for cleaning, deep cleaning and sanitizing of our offices. Contracts are renewed annually.

The current contract will be re-evaluated in 2023 with Sivuyile Maintenance Services having the option to extend for another year.

Should you require any further information relating to this matter, please do not hesitate to contact me.

Kind regards

Cecil Van Reenen

Director/Owner: Mavericks Trading

Date: 1 May 2021

Attention: Sivuyile Maintenance Services

To whom this may concern

This letter states to confirm that Sivuyile Maintenance Services are currently doing a Cleaning contract for our Company Bigbuild Consultants.

The Contract has started on the 1st of February 2021 and will end on 1st February 2023.

Thus far, Sivuyile has provided and excellent service with very friendly employees.

Don't hesitate to contact me directly if you require any additional information

Justin Gertse

Director

073 968 6767

justin@bigbuildconsult.com

BLOCK B, SUITE 110, TOKAI VILLAGE CENTER, TOKAI & VANS
ROAD, TOKAI

LEASE AGREEMENT

PARTIES TO THE AGREEMENT OF LEASE

TOKAI VILLAGE CENTRE (PTY) LTD

REGISTRATION NUMBER: CK2006/014721/07

VAT NUMBER: 4160228948

Herein represented by

STUART DARRYL CHAIT

ID 6109045715086

Duly authorised as a member

(Hereinafter referred to as "the LANDLORD")

AND

SIVUYILE MAINTENANCE SERVICES

Herein represented by

PETER CHARLES SCOTT

IDENTITY NUMBER: 6208315220080

(Hereinafter referred to as "the TENANT")

Contact Details of the Tenant

Email Address: admin@sivuyileservices.co.za

Telephone #: _____ Cellphone #: 0722256357

The Landlord hereby lets to the Tenant who hereby hires the premises described herein on the terms and conditions as set out in the Schedule and General Conditions

SCHEDULE

1. NAME OF THE BUILDING: TOKAI VILLAGE CENTER

2. ADDRESS OF BUILDING: TOKAI & VANS ROAD,
TOKAI

3. PREMISES: BLOCK B, SUITE 110, TOKAI
VILLAGE CENTER, TOKAI
& VANS ROAD, TOKAI
[approximately 63m²]

4. LEASE PERIOD: 1 YEAR

- BENEFICIAL OCCUPATION DATE:

- COMMENCEMENT DATE: 01 OCTOBER 2021

- TERMINATION DATE: 30 SEPTEMBER 2022

5. RENTAL (excl. VAT)

Basic monthly Rental (as of 01 OCTOBER 2021) excluding VAT for the Lease Period:



YEAR 1

RENTAL DUE: R6 500,00 per month
PARKING BAY U3: R500,00 per month

01 OCTOBER 2021 – 30 SEPTEMBER 2022

6. RENEWAL PERIOD **No automatic renewal**

The Basic monthly rental and the annual escalation rate for the Renewal Period is to be agreed in writing by both parties not later than 90 DAYS prior to the Lease Termination Date

Basic monthly rental for Renewal Period:

RENTAL. (Excl. VAT)

PERIOD

To be agreed by both parties

To be agreed by both parties

7. PURPOSES FOR WHICH THE PREMISES ARE LET:

OFFICES

It is specifically recorded and acknowledged by the tenant or its duly authorised representative, that the zoning of these premises does not allow for the use of the premises as residential accommodation, and the tenant hereby undertakes in favour of the landlord that the premises shall not, during the duration of the lease term, be used for residential accommodation purposes whilst the tenant has occupation of the premises.

In the event the premises are used for residential accommodation purposes, the tenant hereby agrees this shall constitute a irremediable breach of the lease agreement, and it shall entitle the landlord to cancel the lease forthwith and to evict the tenant and all those holding title under it/him/her. The tenant confirms such action on the part of the landlord does not constitute spoliation or self-help and this clause shall be read with clause 17 below of the General Conditions of Lease.

8. DOMICILIUM CITANDI ET EXECUTANDI OF LANDLORD

20 Dreyer Street
Claremont
7735

DOMICILIUM CITANDI ET EXECUTANDI OF TENANT

9 Wilge Avenue
Rustdal
7580



9 LEASE DRAFTING ADMINISTRATION CHARGES: R2 000 + VAT

10. DEPOSIT:

The Tenant shall upon signature pay the sum of R6 500.00 in lieu of the responsibilities undertaken in this lease, this amount will be retained by the Landlord for the obligations undertaken by the Tenant for this Lease.

11 SURETYSHIP BY: PETER CHARLES SCOTT

12. THE FOLLOWING ANNEXURES FORM PART OF THIS LEASE:

ANNEXURE
REFERENCE

Surety	A
Conduct Rules	B

CLAUSE

CONTENTS

1. DEFINITIONS
2. LEASE PERIOD
3. RENTAL & COSTS
4. SERVICES
5. USE OF PREMISES
6. ALTERATIONS AND ADDITIONS
7. MAINTENANCE
8. LANDLORD'S RIGHT OF ENTRY
9. INSURANCE

10. LANDLORD'S LIABILITY
11. COMPANY TO BE FORMED
12. LIABILITY OF PARTNERS
13. SUB-LETTING(S) AND CHANGE IN CONTROL
14. TENANT'S GENERAL OBLIGATIONS
15. DAMAGE OR DESTRUCTION
16. BREACH BY TENANT
17. SPOILIATION
18. PAYMENT OF RENTAL & COSTS IF CANCELLATION DISPUTED
19. JURISDICTION OF MAGISTRATE'S COURT
20. NOTICES
21. WHOLE AGREEMENT/NON VARIATION CLAUSE
22. ADMINISTRATION COSTS
23. DEPOSIT
24. VALUE ADDED TAX
25. SPECIAL CONDITIONS

GENERAL CONDITIONS OF LEASE

1. DEFINITIONS

In these Conditions of Lease, unless the context clearly otherwise indicates, the words referred to in the Schedule shall have the meanings assigned to them therein. Headings shall not influence the interpretation of clauses, and words importing the singular shall include the plural and vice versa

2. LEASE PERIOD

2.1 The Lease shall be for the period in Section 4 of the Schedule



- 2.2 Notwithstanding any of the above-mentioned provisions, this Lease shall only become binding upon the Landlord when signed by both the Tenant and for and on behalf of the Landlord and the tenant agrees, until such time, the Tenant shall have no right of occupation whatsoever, and shall have no claim to the existence of a tenancy, whether verbal or written, as a result of:
- 2.2.1 Any negotiations which may have been conducted or concluded;
 - 2.2.2 This Lease having been drafted, and duly signed by the Tenant only;
 - 2.2.3 The acceptance by the Landlord and/or its agents and/or its employees of any payment tendered by the tenant of any rental and/or costs or the giving of possession of the premises to the Tenant.
- 2.3 Should the Tenant have already taken possession of the premises, and in the event either the Tenant, or Landlord fails to/refuses to sign this Lease, the Tenant shall nevertheless be bound by the terms of this Lease, save the Tenant's occupation of the premises shall be deemed to be on a monthly tenancy, subject to (3) three calendar months' written notice to be given by either party, but subject in all other respects to the terms and conditions of this Lease, which terms shall represent the agreed terms of oral lease agreement.

3. RENTAL AND COSTS

3.1 Basic Rental

The monthly basic rental payable by the Tenant to the Landlord during the lease period is set out in section 5 of the Schedule.

- 3.2 The Tenant shall pay the rental and utility costs monthly in advance on the (1st) first calendar day of each calendar month for the remainder of the lease period. Unless otherwise agreed by the Landlord in writing, payment of such amounts shall be affected through an automatic electronic fund transfer system directly into the following bank account:

Bank: NEDBANK

Account Name: TOKAI VILLAGE CENTRE (PTY) LTD

Account Number: 123 211 9970

Branch Code: 123209

- 3.3 If the commencement date is not the (1st) first day of a calendar month, a pro-rata amount of the rental and costs shall be payable by the Tenant.



- 3.4 The rentals and costs and other charges payable by the Tenant in terms of this Lease shall be made without demand, free of exchange and without any deduction or set-off of whatsoever nature.
- 3.5 The Landlord shall be entitled in its sole and absolute discretion to appropriate any amounts received from the Tenant towards any cause of debt or amounts owing by the Tenant to the Landlord of whatsoever nature.
- 3.6 The Tenant shall not have a claim for remission of rental and costs should the area of the premises, set out in Section 3 of the Schedule, be greater than or less than, or should size discrepancies be discovered in the floor space area after signature of this Lease.

4. SERVICES

The Tenant shall be liable for and on demand pay for any charges arising out of its use of electric current/consumption, water, and or any other Municipal Services in respect of the premises. Should there be no submeters, the Landlord shall be entitled to install a submeter at any time, should no submeter be installed, charges shall be calculated by the Landlord on a pro rata basis of the area of the premises to the rentable floor space served by a particular meter.

5. USE OF PREMISES

- 5.1 The Tenant shall use the premises solely for the purposes set out in Section 7 of the Schedule and acknowledges it shall not have an exclusive right to any particular type of business being conducted in the building.
- 5.2 The Landlord does not warrant the premises are suitable for the purposes of the Tenant's business, nor does it warrant the tenant will be granted any licence or consent in respect of its business.
- 5.3 The Tenant shall have the reasonable use of all common areas, service roads, loading facilities, toilets and conveniences provided for the general benefit of the Tenants.



- 5.4 The Landlord shall have the right from time to time to make or vary conduct rules which govern the relationship between Tenants and generally, the use of the building and common areas and the Tenant thereby undertakes to comply with these rules (see Annexure B)
- 5.5 The Tenant shall have access to the premises at all times
- 5.6 The Tenant shall comply with all laws, by-laws and regulations relevant to Tenants or occupiers of business premises, or with the conduct of any business carried on in the premises. The Tenant shall not contravene or permit the contravention of any of the conditions of title under which the property is held by the Landlord or any of the provisions of the Town Planning Scheme applicable to the property and shall not do or cause or permit to be done in or about the premises anything which may be or cause a nuisance or disturbance to other occupants of the building or occupiers of neighbouring premises. Nothing in this Clause shall entitle any Tenant or person or other party to oblige the Landlord to take action in terms in this sub-clause nor shall any Tenant or person or other party derive any rights from the provisions of this clause.

6. ALTERATIONS AND ADDITIONS

- 6.1 The Tenant shall not make any alterations or additions to the premises without the Landlord's prior written consent
- 6.2 It is expressly recorded that the Tenant shall have no claim of whatsoever nature for any improvements or alterations effected by the Tenant to the premises, whether such improvements were effected with or without the Landlord's consent. The Tenant furthermore hereby expressly waives and abandons any improvement lien that it may have in respect of any alterations or additions made to the premises and expressly acknowledges that it shall have no right to occupy the property pending the outcome of any legal or other dispute that may arise between the parties in respect on any alleged improvement lien. The Tenant agrees that any permitted modifications made by the Tenant to the premises shall belong to the landlord and the Tenant agrees it/he/she shall have no re-imbusement claim whatsoever



THUS, DONE AND SIGNED AT Grassy Park ON THIS

13th DAY OF August 2021

WITNESSES:

1. [Signature]

FOR AND ON BEHALF OF:

2. J. Smith

[Signature]
TENANT

THUS, DONE AND SIGNED AT ON THIS

..... DAY OF 2021

WITNESSES:

1.

FOR:

2.

.....
LANDLORD

[Signature] 1


Republic of South Africa

Republiek van Suid-Afrika

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



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

Registering authority	City of Cape Town	Registrasie-owerheid
Vehicle register number	GSL624K	Voertuigregisternommer
Vehicle identification number (VIN)	WV1ZZZ2KZGX095229	Voertuigidentifikasienommer (VIN)
Engine number	CFH683213	Enjinnummer
Make	VOLKSWAGEN	Fabrikaat
Series name	VW 357-CADDY DEL	Reeksnaam
Vehicle category	Light load vehicle (GVM 3500Kg or less)	Voertuigkategorie
Driven	Self-propelled / Selfgedrewe	Aandrywing
Vehicle description	Panel Van / Paneelwa	Voertuigbeskrywing
Tare (T): kg	1425	Tarra (T): kg
Date of liability or first licensing (Not year model)	2017-04-11	Datum van aanspreeklikheid vir eerste lisensiering (Nie jaarmodel nie)
Vehicle status	Used / Gebruik	Voertuigstatus
Date liable for registration	2021-10-22	Datum aanspreeklik vir registrasie
Last 3 licence numbers (most recent first, if available)	CY185805	Laaste 3 lisensienommers (jongste eerste, indien beskikbaar)
TITLE HOLDER		TITELHOUER
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie
Identification number	6208315220080	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Name	SCOTT PC	Naam
OWNER		EIENAAR
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie
Identification number	6208315220080	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Name	SCOTT PC	Naam
Control number	1001056GKSX7	Beheernommer
Issue number	01	Uitreikingsnommer
Date of issue	2021-10-26	Datum van uitreiking
Registering authority at which registered	City of Cape Town	Registrasie-owerheid waar geregistreer
RECEIPT		KWITANSIE
Receipt number	1001056N7JJW	Kwitansienommer
Transaction	Vehicle registration/Voertuigregistrasie	Transaksie
Total amount received	R240.00	Totale bedrag ontvang
Date	2021-10-26	Datum
		
Received by	F SALIE	Ontvang deur
Method of payment	Multiple adding / Veelvoudige optelling	Metode van betaling
Number		Nommer
1001	2021-10-26 13:00:51	

BQ 8693373

Z 579



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

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

Registering authority	City of Cape Town	Registrasie-owerheid
Vehicle register number	SGM314W	Voertuigregisternommer
Vehicle identification number (VIN)	ADNUSN1D5U0058025	Voertuigidentifikasienommer (VIN)
Engine number	K7MF710UH03414	Enjinnommer
Make	NISSAN	Fabrikaat
Series name	NP 200	Reeksnaam
Vehicle category	Light load vehicle (GVM 3500Kg or less)	Voertuigkategorie
Driven	Self-propelled / Selfgedrewe	Aandrywing
Vehicle description	Pick-up / Bakkie	Voertuigbeskrywing
Tare (T): kg	1055	Tarra (T): kg
Date of liability or first licensing (Not year model)	2013-03-25	Datum van aanspreeklikheid vir eerste lisensiering (Nie jaarmodel nie)
Vehicle status	Used / Gebruik	Voertuigstatus
Date liable for registration	2017-07-14	Datum aanspreeklik vir registrasie
Last 3 licence numbers (most recent first, if available)	CA772069	Laaste 3 lisensienommers (jongste eerste, indien beskikbaar)
TITLE HOLDER		TITELHOUER
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie
Identification number	6208315220080	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Name	SCOTT PC	Naam
OWNER		EIENAAR
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie
Identification number	6208315220080	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Name	SCOTT PC	Naam
Control number	100105647948	Beheernommer
Issue number	01	Uitreikingsnommer
Date of issue	2017-07-28	Datum van uitreiking
Registering authority at which registered	City of Cape Town	Registrasie-owerheid waar geregistreer
RECEIPT		KWITANSIE
Receipt number	10010569BBRG	Kwitansienommer
Transaction	Vehicle registration/Voertuigregistrasie	Transaksie
Total amount received	R150.00	Totale bedrag ontvang
Date	2017-07-28	Datum
		
Received by	M DE JAGER	Ontvang deur
Method of payment	Multiple adding / Veelvoudige optelling	Metode van betaling
Number		Nommer
1001	2017-07-28 10:43:54	

BH 2513888

Z 579

Peter Charles Scott
Trading as
Sivuyile Maintenance Services
(Registration Number 6208315220080)
Annual Financial Statements
for the year ended 28 February 2021

Peter Charles Scott

(Registration Number 6208315220080)

Annual Financial Statements for the year ended 28 February 2021

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Peter Charles Scott

(Registration Number 6208315220080)

Annual Financial Statements for the year ended 28 February 2021

General Information

Country of Incorporation and Domicile	South Africa
Registration Number	6208315220080
Nature of Business and Principal Activities	Cleaning and maintenance services
Proprietor	Peter Charles Scott
Bankers	FNB
Tax Number	1131364141
Value Added Tax Number	4870211333
PAYE Registration number	7240806861
Level of Assurance	These annual financial statements have not been audited or independantly reviewed.
Preparer	These annual financial statements have been independently prepared by Yaseen Omar CA (SA).

Peter Charles Scott

(Registration Number 6208315220080)

Annual Financial Statements for the year ended 28 February 2021

Proprietor's Responsibilities and Approval


The proprietor is required to maintain adequate accounting records and is responsible for the content and integrity of the financial statements and related financial information included in this report. It is his responsibility to ensure that the financial statements satisfy the financial reporting standards with regards to form and content and present fairly the statement of financial position, results of operations and business of the sole proprietor, and explain the transactions and financial position of the business of the sole proprietor at the end of the financial year. The financial statements are based upon appropriate accounting policies consistently applied throughout the sole proprietor and supported by reasonable and prudent judgements and estimates.

The proprietor acknowledges that he is ultimately responsible for the system of internal financial control established by the sole proprietor and places considerable importance on maintaining a strong control environment. To enable the proprietor to meet these responsibilities, the proprietor sets standards for internal control aimed at reducing the risk of error or loss in a cost effective manner. The standards include the proper delegation of responsibilities within a clearly defined framework, effective accounting procedures and adequate segregation of duties to ensure an acceptable level of risk. These controls are monitored throughout the sole proprietor and all employees are required to maintain the highest ethical standards in ensuring the sole proprietor's business is conducted in a manner that in all reasonable circumstances is above reproach.

The focus of risk management in the sole proprietor is on identifying, assessing, managing and monitoring all known forms of risk across the sole proprietor. While operating risk cannot be fully eliminated, the sole proprietor endeavours to minimise it by ensuring that appropriate infrastructure, controls, systems and ethical behaviour are applied and managed within predetermined procedures and constraints.

The proprietor is of the opinion, based on the information and explanations given by management, that the system of internal control provides reasonable assurance that the financial records may be relied on for the preparation of the financial statements. However, any system of internal financial control can provide only reasonable, and not absolute, assurance against material misstatement or loss. The going-concern basis has been adopted in preparing the financial statements. Based on forecasts and available cash resources the proprietor has no reason to believe that the sole proprietor will not be a going concern in the foreseeable future. The financial statements support the viability of the sole proprietor.

The financial statements set out on pages 6 to 18 were approved by the proprietor on 22 February 2022 and were signed by him.



Peter Charles Scott

Peter Charles Scott

(Registration Number 6208315220080)

Annual Financial Statements for the year ended 28 February 2021

Proprietor's Report

The proprietor presents his report for the year ended 28 February 2021.

1. Review of financial results and activities

Main business and operations

The principal activity of the sole proprietor is cleaning and maintenance services. There were no major changes herein during the year.

The sole proprietor generated a profit after tax for the year ended 28 February 2021 of R370,027 (2020: R152,761).

Sole Proprietor revenue decreased from R8,795,028 in the prior year to R7,696,934 for the year ended 28 February 2021.

Sole Proprietor cash flows from operating activities changed from an inflow of R268,105 in the prior year to an inflow of R235,958 for the year ended 28 February 2021.

2. Going concern

The financial statements have been prepared on the basis of accounting policies applicable to a going concern. This basis presumes that funds will be available to finance future operations and that the realisation of assets and settlement of liabilities, contingent obligations and commitments will occur in the ordinary course of business.

3. Events after reporting date

All events subsequent to the date of the annual financial statements and for which the applicable financial reporting framework requires adjustment or disclosure have been adjusted or disclosed.

The proprietor is not aware of any matter or circumstance arising since the end of the financial year to the date of this report that could have a material effect on the financial position of the sole proprietor.

4. Proprietor

The proprietor of the sole proprietor during the year and up to the date of this report is as follows:

Peter Charles Scott

There have been no changes in ownership during the current financial year.

The proprietor and his interest at the end of the year is:

Peter Charles Scott	Holding 100.00%
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5. Compilers

These annual financial statements have been independently prepared by Yaseen Omar CA (SA).



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Report of the Compiler

To the Proprietor of Peter Charles Scott

We have compiled the accompanying financial statements of Peter Charles Scott based on information you have provided. These financial statements comprise the statement of financial position as at 28 February 2021, the statement of comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

We performed this compilation engagement in accordance with International Standard on Related Services 4410 (Revised), Compilation Engagements.

We have applied our expertise in accounting and financial reporting to assist you in the preparation and presentation of these financial statements in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities. We have complied with relevant ethical requirements, including principles of integrity, objectivity, professional competence and due care.

These financial statements and the accuracy and completeness of the information used to compile them are your responsibility.

Since a compilation engagement is not an assurance engagement, we are not required to verify the accuracy or completeness of the information you provided to us to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion on whether these financial statements are prepared in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities.

Per: Yaseen Omar

Director

Chartered Accountant (SA)

SAICA Membership No. 04864852

22 February 2022

Peter Charles Scott

(Registration Number 6208315220080)

Financial Statements for the year ended 28 February 2021

Statement of Financial Position

Figures in R

	Notes	2021	2020
Assets			
Non-current assets			
Property, plant and equipment	3	891,693	925,310
Total non-current assets		891,693	925,310
Current assets			
Trade and other receivables	5	-	99,235
Current tax assets	6	30,529	-
Unlisted investments	7	3,885	3,885
Loan to group entity	8	114,782	-
Cash and cash equivalents	9	1,209,763	373,804
Total current assets		1,358,959	476,925
Total assets		2,250,652	1,402,236
Equity and liabilities			
Equity			
Capital account	10	1,059,262	689,235
Liabilities			
Current liabilities			
Trade and other payables	11	77,361	17,202
Current tax liabilities	6	-	59,051
Instalment sales agreements	13	-	19,161
Loan from proprietor	14	1,114,029	617,592
Total current liabilities		1,191,390	713,004
Total liabilities		1,191,390	713,004
Total equity and liabilities		2,250,652	1,402,238

Peter Charles Scott

(Registration Number 6208315220080)

Financial Statements for the year ended 28 February 2021

Statement of Comprehensive Income

Figures in R

	2021	2020
Revenue	7,696,934	8,795,028
Cost of sales	(543,409)	(990,815)
Gross profit	7,153,525	7,804,213
Other income	391,068	-
Administrative expenses	(306,904)	(289,145)
Other expenses	(6,878,313)	(7,413,843)
Profit from operating activities	359,376	101,225
Finance income	10,651	51,536
Profit for the year	370,027	152,761

Peter Charles Scott

(Registration Number 6208315220080)

Financial Statements for the year ended 28 February 2021

Statement of Changes in Equity

Figures in R	Owner's capital	Retained income	Total
Balance at 1 March 2019	(100)	536,574	536,474
Changes in equity			
Profit for the year	-	152,761	152,761
Total comprehensive income	-	152,761	152,761
Balance at 29 February 2020	(100)	689,335	689,235
Balance at 1 March 2020	(100)	689,335	689,235
Changes in equity			
Profit for the year	-	370,027	370,027
Total comprehensive income	-	370,027	370,027
Balance at 28 February 2021	(100)	1,059,362	1,059,262
Notes	10		

Peter Charles Scott

(Registration Number 6208315220080)

Financial Statements for the year ended 28 February 2021

Statement of Cash Flows

Figures in R

	Note	2021	2020
Cash flows from / (used in) operations			
Profit for the year		370,027	152,761
Adjustments to reconcile profit			
Adjustments for finance income		(10,651)	(51,536)
Adjustments for decrease / (increase) in other operating receivables		99,235	(99,235)
Adjustments for increase / (decrease) in other operating payables		60,159	(341,438)
Adjustments for depreciation and amortisation expense		86,618	79,398
Total adjustments to reconcile profit		235,361	(412,811)
Net cash flows from / (used in) operations		605,388	(260,050)
Interest received		10,651	51,536
Income taxes paid		(89,580)	-
Net cash flows from / (used in) operating activities		526,459	(208,514)
Cash flows (used in) / from investing activities			
Purchase of property, plant and equipment		(53,000)	(719,084)
Purchase of other financial assets		(114,782)	758,325
Cash flows (used in) / from investing activities		(167,782)	39,241
Cash flows from financing activities			
Proceeds from other financial liabilities		477,276	437,584
Other inflows (outflows) of cash		5	(€)
Cash flows from financing activities		477,281	437,378
Net increase in cash and cash equivalents		835,958	268,105
Cash and cash equivalents at beginning of the year		373,804	105,701
Cash and cash equivalents at end of the year	9	1,209,762	373,806

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Peter Charles Scott

(Registration Number 6208315220080)

Financial Statements for the year ended 28 February 2021

Accounting Policies

1. Basis of preparation and summary of significant accounting policies

The financial statements of Peter Charles Scott have been prepared in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities. The financial statements have been prepared under the historical cost convention, as modified by the revaluation of investment property, certain property, plant and equipment, biological assets and derivative financial instruments at fair value. They are presented in South African Rand.

The preparation of financial statements in conformity with the International Financial Reporting Standard for Small and Medium-sized Entities requires the use of certain critical accounting estimates. It also requires management to exercise its judgement in the process of applying the sole proprietor's accounting policies. The areas involving a higher degree of judgement or complexity, or areas where assumptions and estimates are significant to the financial statements are disclosed in note 2.

The principal accounting policies applied in the preparation of these financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

1.1 Property, plant and equipment

Property, plant and equipment is stated at historical cost less accumulated depreciation and any accumulated impairment losses. Historical cost includes expenditure that is directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by the proprietor.

The sole proprietor adds to the carrying amount of an item of property, plant and equipment the cost of replacing parts of such an item when that cost is incurred if the replacement part is expected to provide incremental future benefits to the sole proprietor. The carrying amount of the replaced part is derecognised. All other repairs and maintenance are charged to profit or loss during the period in which they are incurred.

Land is not depreciated. Depreciation on other assets is charged so as to allocate the cost of assets less their residual value over their estimated useful lives, using the straight-line method. The estimated useful lives range as follows:

Asset class	Useful life (years)
Land	
Motor vehicles	5
Computer equipment	3
Other fixed asset	5

The assets' residual values, useful lives and depreciation methods are reviewed, and adjusted prospectively if appropriate, if there is an indication of a significant change since the last reporting date.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognised within 'other gains / (losses)' in the statement of comprehensive income.

1.2 Financial instruments

Loan to (from) group entity

This can include loans between holding entities, fellow subsidiaries, subsidiaries, joint ventures and associates and are recognised initially at fair value plus direct transaction costs.

Peter Charles Scott

(Registration Number 6208315220080)

Financial Statements for the year ended 28 February 2021

Accounting Policies

Basis of preparation and summary of significant accounting policies continued...

The loan to group entity is classified as a debt instrument and is measured at amortised cost using the effective interest method.

The loan to group entity is classified as a debt instrument and is measured at amortised cost using the effective interest method.

Loan to (from) shareholder entity

The loan to proprietor is classified as a debt instrument and is measured at amortised cost using the effective interest method.

The loan to proprietor is classified as a debt instrument and is measured at amortised cost using the effective interest method.

Trade and other receivables

Trade receivables are recognised initially at the transaction price. They are subsequently measured at amortised cost using the effective interest method, less provision for impairment. A provision for impairment of trade receivables is established when there is objective evidence that the sole proprietor will not be able to collect all amounts due according to the original terms of the receivables.

Trade and other receivables are classified as debt instruments and loan commitments at amortised cost.

Other financial assets

Other financial assets are recognised initially at the transaction price, including transaction costs except where the asset will subsequently be measured at fair value.

Where other financial assets relate to shares that are publicly traded, or where fair values can be measured reliably without undue cost or effort, these assets are subsequently measured at fair value with the changes in fair value being recognised in profit or loss. Other investments are subsequently measured at cost less impairment.

Debt instruments are subsequently stated at amortised cost. Interest income is recognised on the basis of the effective interest method and is included in finance income.

Commitments to receive a loan that meet the conditions in paragraph 11.8(c) are measured at cost less impairment.

Cash and cash equivalents

Cash and cash equivalents includes cash on hand, demand deposits and other short-term highly liquid investments with original maturities of three months or less. Bank overdrafts are shown in current liabilities on the statement of financial position.

Trade and other payables

Trade payables are recognised initially at the transaction price and subsequently measured at amortised cost using the effective interest method.

Other financial liabilities

Other financial liabilities are recognised initially at the transaction price, including transaction costs except where the liability will subsequently be measured at fair value.

Where the fair value of other financial liabilities can be measured reliably without undue cost or effort, these liabilities are subsequently measured at fair value with the changes in fair value being recognised in profit or loss.

Peter Charles Scott

(Registration Number 6208315220080)

Financial Statements for the year ended 28 February 2021

Accounting Policies

Basis of preparation and summary of significant accounting policies continued...

Debt instruments are subsequently stated at amortised cost. Interest expense is recognised on the basis of the effective interest method and is included in finance costs.

Other financial liabilities are classified as current liabilities unless the sole proprietor has an unconditional right to defer settlement of the liability for at least 12 months after the reporting date.

Owner's capital

Ordinary shares are classified as equity.

Equity instruments are measured at the fair value of the cash or other resources received or receivable, net of the direct costs of issuing the equity instruments. If payment is deferred and the time value of money is material, the initial measurement is on a present value basis.

1.3 Tax

The tax expense for the period comprises current and deferred tax. Tax is recognised in profit or loss, except that a change attributable to an item of income or expense recognised as other comprehensive income is also recognised directly in other comprehensive income.

The current income tax charge is calculated on the basis of tax rates and laws that have been enacted or substantively enacted by the reporting date in the countries where the entity operates and generates taxable income.

Deferred income tax is recognised on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements and on unused tax losses or tax credits in the entity. Deferred income tax is determined using tax rates and laws that have been enacted or substantively enacted by the reporting date.

The carrying amount of deferred tax assets are reviewed at each reporting date and a valuation allowance is set up against deferred tax assets so that the net carrying amount equals the highest amount that is more likely than not to be recovered based on current or future taxable profit.

1.4 Revenue

Revenue is measured at the fair value of the consideration received or receivable. Revenue is shown net of value-added tax, discounts, rebates and discounts.

Revenue from the sale of goods is recognised when:

- significant risks and rewards of ownership of the goods have been transferred to the buyer;
- the entity retains neither continuing managerial involvement to the degree usually associated with ownership nor effective control over the goods sold;
- the amount of revenue can be measured reliably; and
- it is probable that the economic benefits associated with the transaction will flow to the entity; and
- the costs incurred or to be incurred in respect of the transaction can be measured reliably.

Peter Charles Scott

(Registration Number 6208315220080)

Financial Statements for the year ended 28 February 2021

Accounting Policies

Part of preparation and summary of significant accounting policies continued...

When the outcome of a transaction involving the rendering of services can be estimated reliably, revenue associated with the transaction is recognised by reference to the stage of completion of the transaction at the end of the reporting period. The outcome of a transaction can be estimated reliably when all the following conditions are satisfied:

- the amount of revenue can be measured reliably; and
- it is probable that the economic benefits associated with the transaction will flow to the entity; and
- the stage of completion of the transaction at the end of the reporting period can be measured reliably; and
- the costs incurred for the transaction and the costs to complete the transaction can be measured reliably.

Interest income is recognised using the effective interest method.

Rental income from investment property that is leased to a third party under an operating lease is recognised in the statement of comprehensive income on a straight-line basis over the lease term and is included in 'other income'.

Dividend income is recognised when the sole proprietor's right to receive payment has been established and is shown as 'other income'.

1.5 Borrowing costs

All borrowing costs are recognised in profit or loss in the period in which they are incurred.

1.6 Related parties

A related party is a person or entity that is related to the entity that is preparing its financial statements (in this standard referred to as the 'reporting entity').

- A person or a close member of that person's family is related to a reporting entity if that person:
 - has control or joint control of the reporting entity;
 - has significant influence over the reporting entity; or
 - is a member of the key management personnel of the reporting entity or of a parent of the reporting entity.
- An entity is related to a reporting entity if any of the following conditions apply:
 - The entity and the reporting entity are members of the same group (which means that each parent, subsidiary and fellow subsidiary is related to the others);
 - One entity is an associate or joint venture of the other entity (or an associate or joint venture of a member of a group of which the other entity is a member);
 - Both entities are joint ventures of the same third party;
 - One entity is a joint venture of a third entity and the other entity is an associate of the third entity;
 - The entity is a post-employment benefit plan for the benefit of employees of either the reporting entity or an entity related to the reporting entity. If the reporting entity is itself such a plan, the sponsoring employers are also related to the reporting entity;
 - The entity is controlled or jointly controlled by a person identified as a related party;
 - A person identified as having control or joint control over the reporting entity has significant influence over the entity or is a member of the key management personnel of the entity (or of a parent of the entity);
 - The entity, or any member of a group of which it is a part, provides key management personnel services to the reporting entity or to the parent of the reporting entity;

A related party transaction is a transfer of resources, services or obligations between a reporting entity and a related party, regardless of whether a price is charged.

Peter Charles Scott

(Registration Number 6208315220080)

Financial Statements for the year ended 28 February 2021

Accounting Policies

2. Critical accounting estimates and judgements

Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

Peter Charles Scott

(Registration Number 6208315220080)

Financial Statements for the year ended 28 February 2021

Notes to the Financial Statements

Figures in R

2021

2020

3. Property, plant and equipment

Balances at year end and movements for the year

	Land	Motor vehicles	Computer equipment	Other fixed asset	Total
Reconciliation for the year ended 28 February 2021					
Balance at 1 March 2020					
At cost	648,966	300,000	7,783	120,118	1,076,867
Accumulated depreciation	-	(115,000)	(4,535)	(32,022)	(151,557)
Net book value	648,966	185,000	3,248	88,096	925,310
Movements for the year ended 28 February 2021					
Additions	-	53,000	-	-	53,000
Depreciation	-	(60,000)	(2,594)	(24,024)	(86,618)
Property, plant and equipment at end of year	648,966	178,000	655	64,072	891,693
Closing balance at 28 February 2021					
At cost	648,966	353,000	7,783	120,118	1,129,867
Accumulated depreciation	-	(175,000)	(7,129)	(56,045)	(238,174)
Net book value	648,966	178,000	654	64,073	891,693
Reconciliation for the year ended 29 February 2020					
Balance at 1 March 2019					
At cost	-	300,000	7,783	50,000	357,783
Accumulated depreciation	-	(60,000)	(2,160)	(10,000)	(72,160)
Net book value	-	240,000	5,623	40,000	285,623
Movements for the year ended 29 February 2020					
Additions	648,966	-	-	70,118	719,084
Depreciation	-	(55,000)	(2,376)	(22,022)	(79,398)
Property, plant and equipment at end of year	648,966	185,000	3,248	88,095	925,310
Closing balance at 29 February 2020					
At cost	648,966	300,000	7,783	120,118	1,076,867
Accumulated depreciation	-	(115,000)	(4,535)	(32,022)	(151,557)
Net book value	648,966	185,000	3,248	88,096	925,310

Peter Charles Scott

(Registration Number 6208315220080)

Financial Statements for the year ended 28 February 2021

Notes to the Financial Statements

Figures in R 2021 2020

4. Financial assets

4.1 Carrying amount of financial assets by category

	Loan commitments at cost less impairment	Debt instruments at amortised cost	Total
Year ended 28 February 2021			
Unlisted investments (Note 7)	3,885	-	3,885
Loan to group entity (Note 8)	-	114,782	114,782
Cash and cash equivalents (Note 9)	-	1,209,763	1,209,763
	3,885	1,324,545	1,328,430

Year ended 29 February 2020

	Loan commitments at cost less impairment	Debt instruments at amortised cost	Total
Unlisted investments (Note 7)	3,885	-	3,885
Cash and cash equivalents (Note 9)	-	373,804	373,804
	3,885	373,804	377,689

5. Trade and other receivables

Trade and other receivables comprise:

Value added tax	-	99,235
Total trade and other receivables	-	99,235

6. Current tax assets and liabilities

Current tax assets and liabilities comprise the following balances

Net current tax asset from all items being set off	30,529	-
Total current tax asset per the statement of financial position	30,529	-
Net current tax liability from all items being set off	-	(59,051)
Total current tax liability per the statement of financial position	-	(59,051)

7. Unlisted investments

Unlisted investments comprise the following balances

Unlisted investments	3,885	3,885
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Peter Charles Scott

(Registration Number 6208315220080)

Financial Statements for the year ended 28 February 2021

Notes to the Financial Statements

Figures in R

2021

2020

8. Loan to group entity

Loan to group entity comprise the following balances

Kelstar Trading (Pty) Ltd

114,782

-

9. Cash and cash equivalents

Cash and cash equivalents comprise:

Cash

Balances with banks

238,133

168,144

Total cash

238,133

169,144

Cash equivalents

Short term investments

971,630

205,660

Total cash equivalents

971,630

205,660

Total cash and cash equivalents included in current assets

1,209,763

373,804

Net cash and cash equivalents

1,209,763

373,804

10. Capital account

The capital account movements for the year are as follows:

Balance brought forward

689,235

536,474

Net profit per statement of comprehensive income

370,027

152,761

1,059,262

689,235

11. Trade and other payables

Trade and other payables comprise:

DAYE/UIF/SDL

30,056

17,202

Value added tax

47,305

-

Total trade and other payables

77,361

17,202

Peter Charles Scott

(Registration Number 6208315220080)

Financial Statements for the year ended 28 February 2021

Notes to the Financial Statements

Figures in R

2021

2020

12. Financial liabilities

Carrying amount of financial liabilities by category

	Debt instruments at amortised cost	Total
Year ended 28 February 2021		
Loans from proprietor (Note 14)	1,114,029	1,114,029
Trade and other payables excluding non-financial liabilities (Note 11)	30,056	30,056
	<u>1,144,085</u>	<u>1,144,085</u>
Year ended 29 February 2020		
Instalment sale agreements (Note 13)	19,161	19,161
Loans from proprietor (Note 14)	617,592	617,592
Trade and other payables excluding non-financial liabilities (Note 11)	17,202	17,202
	<u>653,955</u>	<u>653,955</u>
13. Instalment sales agreements		
Instalment sales agreements comprise:		
Instalment sales agreement	-	19,161
14. Loan from proprietor		
Loan from proprietor comprise:		
Peter Charles Scott	1,114,029	617,592
	<u>1,114,029</u>	<u>617,592</u>

Peter Charles Scott

(Registration Number 6208315220080)

Annual Financial Statements for the year ended 28 February 2021

Detailed Income Statement

Figures in R

	2021	2020
Revenue		
Rendering of services	7,696,934	8,795,728
Total revenue	7,696,934	8,795,728
Cost of sales		
Rendering of services	(543,409)	(990,815)
Total cost of sales	(543,409)	(990,815)
Gross profit	7,153,525	7,804,913
Other income		
Other income	391,068	-
Total other income	391,068	-
Administrative expenses		
Accounting fees	(226,989)	(220,941)
Bank charges	(40,696)	(36,436)
Subscriptions	(9,493)	(8,708)
Telephone and fax	(29,726)	(23,000)
Total administrative expenses	(306,904)	(289,085)
Other expenses		
Advertising	(3,452)	(3,865)
Cleaning	-	(382)
Depreciation - property, plant and equipment	(85,618)	(79,298)
Donations	(600)	(11,000)
Electricity and water	(14,551)	(17,703)
Employee costs - proprietor	(600,000)	(700,000)
Employee expense - salaries	(5,547,118)	(5,176,153)
Entertainment	(4,924)	(10,800)
Hire - equipment	(27,973)	(74,949)
Insurance	(32,355)	(1,963)
Lease rental on operating lease	(46,395)	(58,198)
Legal expense	(18,454)	(38,776)
Levies	(8,691)	-
Motor vehicle expense	(113,097)	(148,061)
Other expenses 11	(342,333)	-
Printing and stationery	(9,040)	(272)
Protective clothing	(15,780)	(1,655)
Repairs and maintenance	-	(499)
Security	-	(6,143)
Staff welfare	(6,931)	(735)
Travel - local	-	(73,265)
Total other expenses	(6,878,313)	(7,413,843)
Profit from operating activities	359,376	101,225

Peter Charles Scott

(Registration Number 6208315220080)

Annual Financial Statements for the year ended 28 February 2021

Detailed Income Statement

Figures in R	2021	2020
Finance income		
Interest received	10,651	51,536
Total finance income	10,651	51,536
Profit for the year	370,027	152,761