

FORM NO 81/R + 4/11/B + 4/1/2/7



# CAPE WINELANDS DISTRICT

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

## ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

T 2021/064: MEDICAL CERTIFICATES OF FITNESS FOR AFFECTED ROAD MAINTENANCE, ROAD CONSTRUCTION AND WORKSHOP EMPLOYEES AT THE CAPE WINELANDS DISTRICT MUNICIPALITY FOR THE PERIOD ENDING TO 30 JUNE 2024 x 2

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

Received by [Signature] Date 26/11/2021



# CAPE WINELANDS DISTRICT

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

**TENDER NUMBER: T 2021/064**

**MEDICAL CERTIFICATES OF FITNESS FOR AFFECTED ROAD  
MAINTENANCE, ROAD CONSTRUCTION AND WORKSHOP  
EMPLOYEES AT THE CAPE WINELANDS DISTRICT  
MUNICIPALITY FOR THE PERIOD ENDING TO 30 JUNE 2024**

COMPANY NAME: Medi - Industrial Trading (PTY)Ltd .....

POSTAL ADDRESS: PO Box 8305 .....

Birchleigh; Kempton Park .....

1619 .....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Financial and Strategic Support Services  
Supply Chain Management  
Tel: 086 126 5263  
Fax: 086 688 4173

**T 2021/064**  
**MEDICAL CERTIFICATES OF FITNESS FOR AFFECTED ROAD MAINTENANCE, ROAD  
CONSTRUCTION AND WORKSHOP EMPLOYEES AT THE CAPE WINELANDS DISTRICT  
MUNICIPALITY FOR THE PERIOD ENDING TO 30 JUNE 2024**

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## **A. TENDER NOTICE**

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Tenders are hereby invited from service providers who shall be an occupational health practitioner registered with the Health Professions Council of South Africa, to issue medical certificates of fitness as stipulated in the Occupational Health and Safety Act, 1993 (Act No 85 of 1993): Construction Regulations.

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

**Closing date: 11:00 on Wednesday, 19 May 2021**

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Tender documents, in English, are available free of charge on the websites: [www.capewinelands.gov.za](http://www.capewinelands.gov.za) or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 210.00 per document.

All prospective bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and the Central Supplier Database, prior to the closing date of the tender.

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch on the abovementioned time and dates.

Tenders will be opened in public as soon as possible after this closing time.

**HF PRINS  
MUNICIPAL MANAGER**

## **B. GENERAL CONDITIONS AND INFORMATION**

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

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

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

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

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

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

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

### **2. Validity Period**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 11. Evaluation of Tenders

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

## 12. Subcontracting

The Contractor shall not subcontract the whole of the contract.

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

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

## 13. Extension of Contract

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

## 14. Past Practices

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

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

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





## 15. Persons in the service of the state

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

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

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

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

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

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

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

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

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

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

Bidders other than EMEs

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

Bidders who qualify as EMEs

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

### VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

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





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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

**17. Application**

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

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

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

**18. Standards**

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

**19. Information and Inspection**

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

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

**20. Governing Language**

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

**21. Payments**

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

Payment will be made in Rand unless otherwise stipulated.

**22. Prices and Evaluation of bids**

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

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



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

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

### **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

#### **27. Notices**

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

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

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

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





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

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

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

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

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

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

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

The VAT registration number of the District Municipality is 4700193495.

## **30. Tax Clearance Certificate**

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

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

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

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

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

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

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

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

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

**33. Letter of Good Standing from the Commissioner of Compensation**

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

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

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





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

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The purpose of this document is to:

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

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

## **2. APPLICATION**

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

## **3. GENERAL**

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

## **4. STANDARDS**

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

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

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

## **6. PATENT RIGHTS**

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



## 7. PERFORMANCE SECURITY

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

## 8. INSPECTIONS, TESTS AND ANALYSES

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

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

## **9. PACKING**

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

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

## **10. DELIVERY AND DOCUMENTS**

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

## **11. INSURANCE**

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

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

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

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

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



## **14. SPARE PARTS**

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

## **15. WARRANTY**

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

## **16. PAYMENT**

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



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

## **17. PRICES**

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

## **8. VARIATION ORDERS**

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

## **19. ASSIGNMENT**

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

## **20. SUBCONTRACTS**

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

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

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

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

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

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





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

## **22. PENALTIES**

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

## **23. TERMINATION FOR DEFAULT**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction

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

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

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

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

#### **25. FORCE MAJEURE**

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

#### **26. TERMINATION FOR INSOLVENCY**

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

#### **27. SETTLEMENT OF DISPUTES**

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



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

## **28. LIMITATION OF LIABILITY**

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

## **29. GOVERNING LANGUAGE**

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

## **30. APPLICABLE LAW**

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

## **31. NOTICES**

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

## **32. TAXES AND DUTIES**

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

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

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

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

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

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

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

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

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

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

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

The points are awarded as follows:

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

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





## E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2021/064	Closing date:	19/05/2021	Closing time:	11h00
Description	MEDICAL CERTIFICATES OF FITNESS FOR AFFECTED ROAD MAINTENANCE, ROAD CONSTRUCTION AND WORKSHOP EMPLOYEES AT THE CAPE WINELANDS DISTRICT MUNICIPALITY FOR THE PERIOD ENDING TO 30 JUNE 2024				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH</b>					
SUPPLIER INFORMATION					
Name of bidder	Medi - Industrial Trading (PTY)Ltd				
Postal address	PO Box 8305 Birchleigh Kempton Park				
Street address	26 Imvubu Street Sebenza Edenvale				
Telephone number	Code	011	Number	609 8057 / 58	
Cell phone number	0839961108 / 0832560750				
E-mail address	judith@occu-health.co.za / admin@occu-health.co.za				
VAT registration number	4910223538				
Tax compliance status	TCS PIN:	9289AAF218	OR	CSD No:	MAAA 0015286
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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input 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	534 Units		Total bid price		R 222330,00
Signature of bidder	Bierman.		Date		2021/04/23
Capacity under which this bid is signed	Director				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Izak van der Westhuizen				
Telephone number	021 870 3231 / 082 5577 690				
E-mail address	izak@capewinelands.gov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewinelands.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

**N/A**

**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): J. Bierman  
Name(s): Judith Bierman  
Capacity for the Tenderer: Director  
Date: 2021/04/23





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

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### 1. BACKGROUND

Tenders are hereby invited from service providers who shall be an occupational health practitioner registered with the Health Professions Council of South Africa, to issue medical certificates of fitness as stipulated in the Occupational Health and Safety Act, 1993 (Act No 85 of 1993): Construction Regulations.

### 2. INTRODUCTION

2.1 The medical fitness assessment is applicable to all operators of construction vehicles as stipulated in Regulations 23(1)(d)(ii) of the Construction Regulations of 07 February 2014 and will therefore also include all mechanical workshop staff involved in operating construction vehicles when testing the vehicle after performing a mechanical repair or service.

2.2 The medical fitness assessment is also applicable to all staff at the mechanical workshop exposed to regular physical mechanical activities involving heavy road construction and firefighting vehicles, welding fumes, carbon monoxide and chemical products such as battery acid, used oil, etc when working in enclosed spaces such as a workshop service pit.

### 3. DEFINITIONS

3.1 "Medical certificate of fitness" means a certificate of fitness –

- (a) Specific to the road construction and maintenance work to be performed with potential health hazards as identified.
- (b) Issued by a registered occupational health practitioner; and
- (c) Valid for period as stipulated by the registered occupational health practitioner.

Medical fitness assessments must be performed by an occupational health practitioner registered with the Health Professions Council of South Africa or South African Nursing Council to issue a medical certificate of fitness as stipulated in the Occupational Health and Safety Act, 1993 (Act No 85 of 1993): Construction Regulations, who are in good standing.

The service provider must provide, together with the completed tender, proof of **registration with the Health Professions Council of South Africa or the South African Nursing Council, including the validity period.**

3.2 Construction works as defined in the Construction Regulations of 07 February 2014 means any work in connection with:

The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or

The construction, erection, maintenance, demolition of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of an excavation, piling, or any similar civil engineering structure or type of work.



#### 4. SCOPE OF WORK

4.1 Services required must include all of the following:

- (a) Routine and ad-hoc medical check-ups with blood pressure, urine, finger prick blood sugar, lung function, audiometry, optometry and general visual skin examination on all exposed skin (face, neck, hands and arms);
- (b) Follow-up tests to be as determined by the prospective service provider;
- (c) Routine, ad-hoc and follow-ups medical check-ups must be performed within 48 hours, or a period as mutually agreed upon between the CWDM and the service provider;
- (d) Issuing of a medical certificate of fitness with a validity period to be specified by the registered medical practitioner within 48 hours, or a period as mutually agreed upon between the CWDM and the service provider, after the routine medical check-ups being performed by the registered medical practitioner (The completed medical certificates of fitness must be provided to a Human Resource Practitioner to be identified by the Cape Winelands District Municipality) and
- (e) All staff, material and equipment needed for the medical fitness assessments and issuing of the medical certificates of fitness must be provided by the service provider.

4.2 The format of the medical certificate of fitness to be used shall be as specified in Annexure 3 of the in the Occupational Health and Safety Act, 1993 (Act No 85 of 1993): Construction Regulations. Copies of this format for the applicable occupational categories will be provided by the Cape Winelands District Municipality to the successful service provider.

4.3 Job descriptions and possible health risks will be provided by the Cape Winelands District Municipality to the successful service provider for preparation purposes. All medical check-up information must be confidential.

4.4 If a medical certificate of fitness cannot be issued for an employee by the registered medical practitioner, full reasons in writing must be provided to a Human Resource Practitioner to be identified by the Cape Winelands District Municipality within 48 hours of the routine medical check-ups being performed by the registered medical practitioner, or a period as mutually agreed upon between the CWDM and the service provider.

4.5 It will be cost-effective and efficient for the Municipality that the services be performed at the different CWDM Roads Depots, the addresses of the depots are shown below. It is also for the discretion of the service provider to provide the service at their own premises. Prices quoted must be inclusive of all relevant costs, including transportation costs, accommodation, refreshments, etc. if the service is provided at the premises of the service provider.

Stellenbosch - Drukkers Avenue, Stellenbosch  
Paarl - Heide Street, Paarl  
Worcester - C/O Louise Lange and Schönland Street, Worcester  
Robertson - Konstitusie Street, Robertson  
Ceres - Môreson, Ceres Industrial Area, Ceres



4.6 The estimated number of personnel at the various depots are as follow:

Stellenbosch - 58  
Paarl - 20  
Worcester - 37  
Robertson - 28  
Ceres - 35

Where numbers have been mentioned, it must be noted that they will not remain fixed for the duration of the tender.

4.7 In instances where the Occupational Health Practitioner utilized is a different person than the person mentioned for tender purposes, the service provider must provide a valid registration certificate with the Health Profession's Council of South Africa (HPCSA) or South African Nursing Council to operate as an Occupational Health Medical Practitioner.

## 5. DURATION

The tender will be valid for a period ending 30 June 2024. Prices quoted must be valid for the duration of the tender.

## 6. EVALUATION CRITERIA

- Submit a valid registration certificate with the Health Profession's Council of South Africa (HPCSA) or South African Nursing Council to operate as an Occupational Health Medical Practitioner. Failure to provide proof will result in disqualification. The CWDM reserves the right to do inspections of such registration certificates at any point in time.

## 7. REFERENCES AND EXPERIENCE

- Submit proof of relevant experience in providing Occupational Health medical services to Corporates.
- Submit three (3) contactable references as well as reference letters where similar services were rendered.

## 8. EVALUATION & AWARD

For all routine an ad-hoc medical check-ups, evaluation will be based on the estimated number of personnel for each area.

For follow-ups, evaluation will be based on one person for each area.

The tender will be evaluated per geographical, however the CWDM reserves the right to award to one service provider or all the Municipal areas.

## 9. REMUNERATION

No upfront payments will be made.

Payments to the Service Provider will only be affected upon completion of services. And submission of medical certificates and/or reports.

All prices are exclusive of Value Added Tax

## 10. DELIVERABLES

- (a) Routine and ad-hoc medical check-ups with blood pressure, urine, finger prick blood sugar, lung function, audiometry, optometry and general visual skin examination on all exposed skin (face, neck, hands and arms);
- (b) Follow-up tests to be as determined by the prospective service provider.
- (c) Routine, ad-hoc and follow-ups medical check-ups must be performed within 48 hours, or a period as mutually agreed upon between the CWDM and the service provider.
- (d) Issuing of a medical certificate of fitness with a validity period to be specified by the registered medical practitioner within 48 hours, or a period as mutually agreed upon between the CWDM and the service provider, after the routine medical check-ups being performed by the registered medical practitioner (The completed medical certificates of fitness must be provided to a Human

## 11. CONDITIONS FOR TRANSPORTING OF EMPLOYEES

In the instance where the service provider will perform the check-ups at their own premises, they will be responsible for the transportation of the CWDM employees from Worcester to their practice, subject to the following conditions:

Buses utilized should be in an excellent roadworthy and running condition, with good interiors and fully insured, including the third party.

- The service provider must ensure that the following documents of the bus, driver and third party are valid and in order:
- Valid Roadworthy Certificate of the specific class of vehicle.
- Valid Professional Driver's Permit of driver.
- Valid Drivers' License of driver for the specific class of vehicle.
- Valid Operating License.
- Passenger Liability Insurance of third party.
- Buses should have neat and hygienic seat covers, fire extinguisher units and first aid boxes.
- The service provider must ensure that drivers are not under the influence of alcohol or other intoxicants while performing their duties.
- Smoking and the usage of alcohol or other intoxicants should be strictly prohibited for drivers as well as for all passengers inside buses.
- The usage of alcohol should be strictly prohibited for all passengers during rest stops.
- When indicated and specified by the Cape Winelands District Municipality, buses must have toilet facilities and air conditioning that are in a working condition.
- When indicated, buses must be accessible for people with disabilities and should include the following additional services:

- Provide assistance with boarding and de-boarding of buses, luggage, stowage and retrieval of mobility devices; also during rest stops and other times as reasonably requested.
- Ensure dignified, safe and efficient boarding, transporting and alighting of disabled passengers, regardless of mobility status.
- Minimize any potential damage to mobility devices.
- Safe stowage of mobility devices in overhead compartments, or if not possible, in the baggage compartment of the bus and/or a trailer.



## G. FORM OF OFFER

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### OFFER

The Cape Winelands District Municipality, identified in the acceptance signature block, has solicited offers to enter into a Contract in respect of the following works:

**T 2021/064: MEDICAL CERTIFICATES OF FITNESS FOR AFFECTED ROAD MAINTENANCE, ROAD CONSTRUCTION AND WORKSHOP EMPLOYEES AT THE CAPE WINELANDS DISTRICT MUNICIPALITY FOR THE PERIOD ENDING TO 30 JUNE 2024**

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

Name(s): ..... Judith Bierman .....

Capacity for the Tenderer: Director .....

Name of organization: Medi - Industrial Trading (PTY)Ltd .....

Name and Signature of Witness: Johan Botha ..... Date: 2021/04/23 .....





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.

PRICE SCHEDULE		CERES: PRICE PER PERSON	
<b>ROUTINE &amp; AD-HOC CHECK-UPS</b>		<b>01 July 2021 – 30 June 2022</b>	
Routine and ad-hoc medical check-ups with blood pressure, urine, and finger prick blood sugar, lung function, audiometry, optometry and general visual skin examination for all exposed skin (face, neck, hands and arms) and issuing of a medical certificate of fitness with a specified validity period.	R	410.00	
	<b>01 July 2022 – 30 June 2023</b>		
	R	430.00	
	<b>01 July 2023 – 30 June 2024</b>		
<b>FOLLOW-UP MEDICAL CHECK-UPS</b>		<b>01 July 2021 – 30 June 2022</b>	
Follow-up medical check-ups to be as determined by the service provider	R	110.00	
	<b>01 July 2022 – 30 June 2023</b>		
	R	130.00	
	<b>01 July 2023 – 30 June 2024</b>		
<b>ON SITE CHECK-UP</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>OFF SITE CHECK-UP</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>IN THE CASE OF OFF-SITE CHECK-UP PROVIDE PHYSICAL ADDRESS</b>		Unit 9 No 8 Cilmor Street Stikland Industrial Bellville Cape Town	

PRICE SCHEDULE		STELLENBOSCH: PRICE PER PERSON	
<b>ROUTINE &amp; AD-HOC CHECK-UPS</b>		<b>01 July 2021 – 30 June 2022</b>	
Routine and ad-hoc medical check-ups with blood pressure, urine, and finger prick blood sugar, lung function, audiometry, optometry and general visual skin examination for all exposed skin (face, neck, hands and arms) and issuing of a medical certificate of fitness with a specified validity period.	R	380.00	
	<b>01 July 2022 – 30 June 2023</b>		
	R	400.00	
	<b>01 July 2023 – 30 June 2024</b>		
<b>FOLLOW-UP MEDICAL CHECK-UPS</b>		<b>01 July 2021 – 30 June 2022</b>	
Follow-up medical check-ups to be as determined by the service provider	R	100.00	
	<b>01 July 2022 – 30 June 2023</b>		
	R	120.00	
	<b>01 July 2023 – 30 June 2024</b>		
<b>ON SITE CHECK-UP</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>OFF SITE CHECK-UP</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>IN THE CASE OF OFF-SITE CHECK-UP PROVIDE PHYSICAL ADDRESS</b>		Unit 9 No 8 Cilmor Street Stikland Industrial Bellville Cape Town	

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





PRICE SCHEDULE		WORSTER: PRICE PER PERSON	
<b>ROUTINE &amp; AD-HOC CHECK-UPS</b>		01 July 2021 – 30 June 2022	
Routine and ad-hoc medical check-ups with blood pressure, urine, and finger prick blood sugar, lung function, audiometry, optometry and general visual skin examination for all exposed skin (face, neck, hands and arms) and issuing of a medical certificate of fitness with a specified validity period.	R	400.00	
	01 July 2022 – 30 June 2023		
	R	420.00	
	01 July 2023 – 30 June 2024		
R	440.00		
<b>FOLLOW-UP MEDICAL CHECK-UPS</b>		01 July 2021 – 30 June 2022	
Follow-up medical check-ups to be as determined by the service provider	R	120.00	
	01 July 2022 – 30 June 2023		
	R	140.00	
	01 July 2023 – 30 June 2024		
R	160.00		
<b>ON SITE CHECK-UP</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>OFF SITE CHECK-UP</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>IN THE CASE OF OFF-SITE CHECK-UP PROVIDE PHYSICAL ADDRESS</b>		Unit 9 No 8 Cilmor Street Stikland Industrial Bellville Cape Town	

PRICE SCHEDULE		ROBERTSON: PRICE PER PERSON	
<b>ROUTINE &amp; AD-HOC CHECK-UPS</b>		01 July 2021 – 30 June 2022	
Routine and ad-hoc medical check-ups with blood pressure, urine, and finger prick blood sugar, lung function, audiometry, optometry and general visual skin examination for all exposed skin (face, neck, hands and arms) and issuing of a medical certificate of fitness with a specified validity period.	R	420.00	
	01 July 2022 – 30 June 2023		
	R	440.00	
	01 July 2023 – 30 June 2024		
R	460.00		
<b>FOLLOW-UP MEDICAL CHECK-UPS</b>		01 July 2021 – 30 June 2022	
Follow-up medical check-ups to be as determined by the service provider	R	140.00	
	01 July 2022 – 30 June 2023		
	R	160.00	
	01 July 2023 – 30 June 2024		
R	180.00		
<b>ON SITE CHECK-UP</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>OFF SITE CHECK-UP</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>IN THE CASE OF OFF-SITE CHECK-UP PROVIDE PHYSICAL ADDRESS</b>		Unit 9 No 8 Cilmor Street Stikland Industrial Bellville Cape Town	

Cape Winelands District Municipality  
**TENDER**  
 Opened at 11h00 on  
**19 MAY 2021**  
*Alauard*  
*Wm*  
 Witness: .....

PRICE SCHEDULE		PAARL: PRICE PER PERSON	
<b>ROUTINE &amp; AD-HOC CHECK-UPS</b>		<b>01 July 2021 – 30 June 2022</b>	
Routine and ad-hoc medical check-ups with blood pressure, urine, and finger prick blood sugar, lung function, audiometry, optometry and general visual skin examination for all exposed skin (face, neck, hands and arms) and issuing of a medical certificate of fitness with a specified validity period.	R	380.00	
	<b>01 July 2022 – 30 June 2023</b>		
	R	400.00	
		<b>01 July 2023 – 30 June 2024</b>	
R	420.00		
<b>FOLLOW-UP MEDICAL CHECK-UPS</b>		<b>01 July 2021 – 30 June 2022</b>	
Follow-up medical check-ups to be as determined by the service provider	R	100.00	
	<b>01 July 2022 – 30 June 2023</b>		
	R	120.00	
		<b>01 July 2023 – 30 June 2024</b>	
R	140.00		
<b>ON SITE CHECK-UP</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>OFF SITE CHECK-UP</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>IN THE CASE OF OFF-SITE CHECK-UP PROVIDE PHYSICAL ADDRESS</b>		Unit 9 No 8 Cilmor Street Stikland Industrial Bellville Cape Town	

Cape Winelands District Municipality  
**TENDER**  
 Opened at 11h00 on  
**19 MAY 2021**  
*Hlewang*  
 Witness: *Mau*



## H. ACCEPTANCE

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

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

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

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

<b>ACCEPTANCE (to be completed by the Cape Winelands District Municipality)</b>	
<b>T 2021/064: MEDICAL CERTIFICATES OF FITNESS FOR AFFECTED ROAD MAINTENANCE, ROAD CONSTRUCTION AND WORKSHOP EMPLOYEES AT THE CAPE WINELANDS DISTRICT MUNICIPALITY FOR THE PERIOD ENDING TO 30 JUNE 2024</b>	
 ..... Mr. F. van Eck Executive Director: Technical Services	15/11/2021 ..... Date
 ..... Me. E Niemand Witness	15/11/2021 ..... Date

# I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number
Du Toit	Ruan	9311065028088	N/A
Bierman	Judith	6902130090088	N/A

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

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

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

**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>

## Medi - Industrial Trading (PTY)Ltd

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

- \*\*1. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op **ras**.  
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**.  
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobuhlanga**. 0 %
2. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op **geslag**.  
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**.  
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokwesini**. 0 %
3. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op **gestremdheid**.  
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**.  
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobulwelwe**. 0 %
4. Persentasie aandeelhouing 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  Uit/Out/Ngaphandle  
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle
6. Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee  Ja/Yes/Ewe  
 Do you make use of local labour (job creation)? Yes / No  Nee/No/Hayi  
 Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi

## J. DECLARATION OF INTEREST – (MBD 4 B)

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

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

3.1	Full Name of bidder or his or her representative	Judith Bierman
3.2	Identity Number (person submitting this declaration)	6902130090088
3.3	Position occupied in the Company (official/director/trustee/shareholder <sup>2</sup> ):	Director
3.4	Company Registration Number	2005/027482/07
3.5	Tax Reference Number	9041918153
3.6	VAT Registration Number	4910223538
3.7	The names of all directors/ members/ trustees/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below	

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

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



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

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

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

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

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



3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	<input checked="" type="checkbox"/> No
3.15.1	If yes, furnish particulars. ..... <b>N/A</b> ..... .....		
3.16	Was the supplier or any director/ member/ trustee/ principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	<input checked="" type="checkbox"/> No
3.16.1	If yes, furnish particulars. ..... <b>N/A</b> ..... .....		
3.17	Does the supplier or any director/ member/ trustee/ principle shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	<input checked="" type="checkbox"/> No
3.17.1	If yes, furnish particulars. ..... <b>N/A</b> ..... ..... The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted <b>every three</b> months – provide individual information in the schedule under par. 4.		
3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	<input checked="" type="checkbox"/> No
3.18.1	If yes, furnish particulars. ..... <b>N/A</b> ..... .....		



MennnnnnTY)Ltdn/

4	<b>MFMA Circular No 62 of July 2013</b> require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. <b>A shareholder is defined as a person who owns shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</b>					
	Full name of directors / trustees / shareholders	Identity Number	% Share-holding in company	Personal Tax Reference Number	State Employee Number (Persal)	Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i>
1	Judith Bierman	6902130090088	100%	0816955140	N/A	GRG1002231287
2	Ruan Du Toit	9311065028088	0%	0771849197	N/A	3309808682
3						
4						
5						
6						
7						
8						
9						
10						

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

Bierman  
Signature

2021/04/23  
Date

Director  
Capacity of Signatory

Medi - Industrial Trading (PTY)Ltd  
Name of Bidder/Company/CC Name

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

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

**Commissioner of Oaths**

Signed and sworn to before me at KEMPTON PARK  
on this the 28<sup>th</sup> day of APRIL 2021 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths [Signature]  
Position: PRINCIPAL  
Address HOËRSKOOL ELSPARK,  
WAAIBOOM STREET  
ELSPARK  
Tel: 082 554 9287  
Apply official stamp of authority on this page:

KOMMISSARIS VAN EDE  
GESERTIFISEER 'N WARE AFSKRIF VAN  
DIE OORSPRONKLIKE  
J.H. VAN NIEKERK (HOOF)

 20-04-2021 [Signature]  
GAUTENG DEPARTEMENT VAN ONDERWYS  
HOËRSKOOL ELSPARK  
TEL: (011) 893-2013 FAXS: (011) 893-3879  
POSBUS 12001, ELSPARK, 1418

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



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

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

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





4.1	<p>If yes, furnish particulars</p> <p>.....</p> <p style="text-align: center; font-size: 2em;">N/A</p> <p>.....</p> <p>.....</p> <p>.....</p>
-----	---

**CERTIFICATION**

I, THE UNDERSIGNED (NAME) ..... Judith Bierman .....  
 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.

.....*Bierman*..... 2021/04/23 .....  
 Signature Date

..... Judith Bierman ..... Director .....  
 Position Name of Bidder



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

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore only the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 2. DEFINITIONS

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



Economic Empowerment Act;

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

**3. POINTS AWARDED FOR PRICE**

**3.1 THE PREFERENCE POINT SYSTEM**

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

$$Ps = 80 \left( 1 - \frac{Pt - P \min}{P \min} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: 4 = ..12... (maximum of 20 points)



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

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted ..... %
- ii) The name of the sub-contractor..... **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	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

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

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

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

8.1 Name of company/firm: Medi - Industrial Trading (PTY)Ltd

8.2 VAT registration number: 4910223538

8.3 Company registration number: 2005/027482/07

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

Occupational Health Services

.....

.....

.....



8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated: Johannesburg Municipality  
 Registered Account Number: 800094008  
 Stand Number: 00000331-00000-00

8.8 Total number of years the company/firm has been in business: 16 Yrs

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


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

Signature of Bidders: 

DATE: 2021/04/23

ADDRESS: 26 Imvubu Street Sebenza Edenvale

WITNESSES:

- 1. 
- 2. \_\_\_\_\_





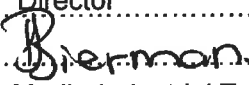
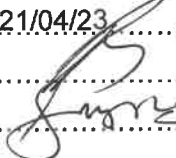
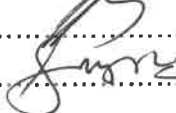
**M. CONTRACT FORM – PURCHASE OF GOODS/WORKS OR RENDERING OF SERVICES (MBD 7.2)**

**MBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) Medi - Industrial Trading (PTY)Ltd in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number T.2021/064 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Name Judith Bierman  
Capacity Director  
Signature   
Company name Medi - Industrial Trading (PTY)Ltd  
Date 2021/04/23  
Witness 1  Date 2021/04/23  
Witness 2  Date 2021/04/23



**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I, **Francois van Eck** in my capacity as **Executive Director Technical Services** accept your bid under reference number **T 2021/064** dated **19 May 2021** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION
<b>T 2021/064: MEDICAL CERTIFICATES OF FITNESS FOR AFFECTED ROAD MAINTENANCE, ROAD CONSTRUCTION AND WORKSHOP EMPLOYEES AT THE CAPE WINELANDS DISTRICT MUNICIPALITY FOR THE PERIOD ENDING TO 30 JUNE 2024</b>	Various prices	30 June 2024	4

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

Signed at Stellenbosch on 15/11/2021  
 Name (Print) F. van Eck  
 Signature [Handwritten Signature]  
 Witness 1 [Handwritten Signature] Date 15/11/2021  
 Witness 2 [Handwritten Signature] Date 15/11/2021

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>		✓
4.1.1	<p>If so, furnish particulars:</p> <p style="text-align: center; font-size: 2em;">N/A</p>		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>		✓
4.2.1	<p>If so, furnish particulars:</p> <p style="text-align: center; font-size: 2em;">N/A</p>		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>		✓
4.3.1	<p>If so, furnish particulars:</p> <p style="text-align: center; font-size: 2em;">N/A</p>		

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		✓
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?		✓
4.3.1	If so, furnish particulars: N/A		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) Judith Bierman 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.

Bierman  
Signature

2021/04/23  
Date

Director  
Position

Medi - Industrial Trading (PTY)Ltd  
Name of Bidder



## **O. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

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

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

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

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**T 2021 / 064 - Cape Wine Lands District for Medical Fitness Certification**

(Bid Number and Description)

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

I certify, on behalf of:.....**Medi - Industrial Trading (PTY)Ltd**..... that:

(Name of Bidder)

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



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

.....  
  
 Signature

.....  
 2021/04/23  
 Date

.....  
 Director  
 Position

.....  
 Medi - Industrial Trading (PTY)Ltd  
 Name of Bidder

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



**P. MUNICIPAL RATES AND SERVICES**

<b>Names of Directors / Partners</b>	<b>Physical residential address of the Directors / Partners</b>	<b>Municipal Account Number</b>	<b>Name of Municipality</b>
Judith Bierman	19 Mitchell Street	GRG1002231287	George Municipality
Ruan Du Toit	492 Flamboyant	3309808682	Ekhuruleni Municipality

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

**DECLARATION:**

I, the undersigned (name) Judith Bierman  
 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

2021/04/23  
 Date



Director  
 Position

Medi - Industrial Trading (PTY)Ltd  
 Name of Bidder



**Q. AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize Mr/Mrs ..... **Rubin du Toit** .....  
acting in his/her capacity as ..... **Finacial Director** .....  
of the business trading as ..... **Medi - Industrial Trading (PTY)Ltd** .....  
to sign all documentation in connection with Tender ..... **T 2021 / 064** .....

Name of members / directors	Signature	Date
Judith Bierman		2021/04/23
Ruan Du Toit		2021/04/23

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



## R. CREDIT ORDER INSTRUCTION

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

### DETAILS OF FIRM/INSTITUTION

Name	M	e	d	i	-	I	n	d	u	s	t	r	i	a	l	T	r	a	d	i	n	g

### DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

NAME OF BANK	N	E	D	B	A	N	K			
NAME OF BRANCH	G	E	O	R	G	E				
BRANCH CODE	1	9	8	7	4	2				
ACCOUNT NUMBER	1	9	8	7	4	4	2	0	3	2
TYPE OF ACCOUNT	1	1 = Cheque 2 = Savings								

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

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

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

J. Bierman  
INITIALS AND SURNAME:

*J. Bierman*  
AUTHORISED SIGNATURE:

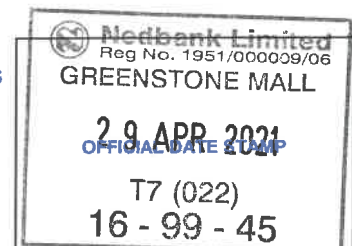
2021/04/23  
DATE:

0839961108  
TELEPHONE NUMBER:

### FOR BANK USE ONLY

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

*J. Bierman*  
AUTHORISED SIGNATURE



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

*J. Bierman*

## 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)


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

Additional documents applicable to this specific tender:				
<b>Compensation for Occupational Injury and Diseases Act</b> Is the letter of Good Standing attached?	Yes	✓	No	
<b>Company profile</b> Is a company profile attached?	Yes	✓	No	

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

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

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

Signature:  Date: 2021/04/23



## T. REFERENCES

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

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

<b>Company Name</b>	Kemin
<b>Description of project</b>	Occupational Medical Surveillance and Fitness
<b>Contact person name</b>	Johann Van Niekerk
<b>Contact person telephone number</b>	011 206 8000
<b>Value of project</b>	+/- R 26000.00

<b>Company Name</b>	3M South Africa
<b>Description of project</b>	Occupational Medical Surveillance and Fitness
<b>Contact person name</b>	Alta Bronn / Matseke Maponya
<b>Contact person telephone number</b>	0836042356 / 0835008288
<b>Value of project</b>	+/- R 1 147 900.00

<b>Company Name</b>	MLE Electrical Contractors
<b>Description of project</b>	Occupational Medical Surveillance and Fitness
<b>Contact person name</b>	Dane Voges
<b>Contact person telephone number</b>	011 421 0040
<b>Value of project</b>	+/- R 115 000.00



With reference to the attachment, please send us an assessment form indicating whether Lucas is fit or unfit for duty.

Kind regards  
Sherm

"All views or opinions expressed in this electronic message and its attachments are the view of the sender and do not necessarily reflect the views and opinions of the Western Cape Government (the WCG). No employee of the WCG is entitled to conclude a binding contract on behalf of the WCG unless he/she is an accounting officer of the WCG, or his or her authorised representative.

The information contained in this message and its attachments may be confidential or privileged and is for the use of the named recipient only, except where the sender specifically states otherwise.

If you are not the intended recipient you may not copy or deliver this message to anyone."





OCCUPATIONAL HEALTH SERVICES

**Medi-Industrial Trading  
(Pty) Ltd**

**Company Information**



# Contents:

- Introduction
- Company Background
- Services Offered
- On-Site Clinic Services
- Web Based IT Systems
- Occupational Health Management Model
- Our approach to Occupational Health and Wellness
- Our Clients
- Testimonies
- Contact Details



# Introduction:

Medi-Industrial Trading is an Occupational health company.

The business was established in 2003 and provides **occupational health services** to the construction, manufacturing, mining, food, transport / logistics, security and retail industries.

We own a fleet of fully equipped mobile clinics, which enables us to perform medical fitness examinations, screenings and related tests at the client`s premises or place of business.

We further assist the client in planning, setting up and managing on-site occupational health clinics. Our “walk-in clinics” are geared to handle large groups and only the best medical equipment is utilized in order to ensure accuracy and reduced examination turn-around times.

Medi-Industrial Trading is guided by the South African Society of Occupational Medicine (SASOM) and all medical examinations are conducted in accordance with their pre-described protocols and procedures.



# Company Background:

Established

- 2003

Business  
Type

- Small - Medium
- Pty (LTD)

Offices

- Head Office : Johannesburg
- KwaZulu-Natal
- Western and Eastern Cape

# Business Model:

Clinics

Mobile Clinics

On-Site Clinics



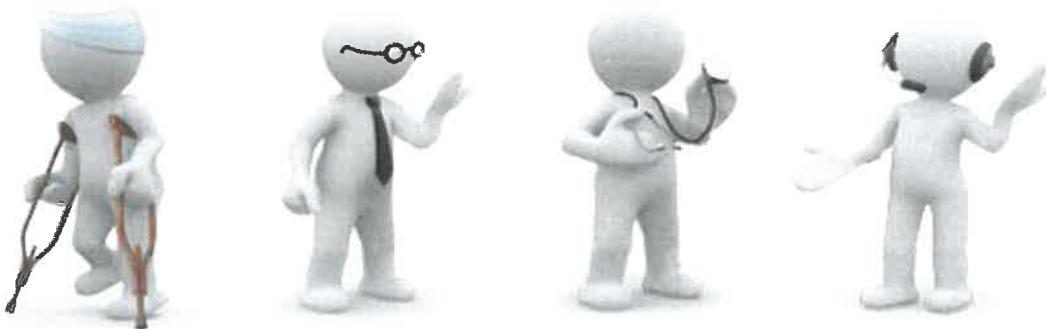
# Services Offered:

- Mobile clinics
- Mobile Chest X-Rays
- On-site clinics
- Off-site clinics
- Entry, periodic & Exit screening (chest X-Rays)
- Medical surveillance
- Wellness programs
- Occupational health risk assessment
- Occupational Health consultation
- Substance abuse screening
- Primary healthcare
- IOD management
- Absenteeism management
- HIV/AIDS training & counseling
- TB awareness
- Trend analyses



# On-Site Clinic Services:

- Occupational health Risk assessment (establish base-line)
- Develop medical surveillance program
- Identify key wellness initiatives
- Introduce and execute suitable wellness programs
- Establishing a comprehensive marketing program and utilizing communication networks within the organization
- Administration of the medical surveillance program.
- Conduct Periodic medical examinations
- Monitoring of staff with chronic ailments.
- Dispensing of medicines (TBC)
- Trend analyses.
- IOD management
- Occupational healthcare
- Substance abuse screening
- Primary healthcare
- Absenteeism management
- HIV/AIDS training & counseling
- TB awareness
- On-going Occupational health consultation.

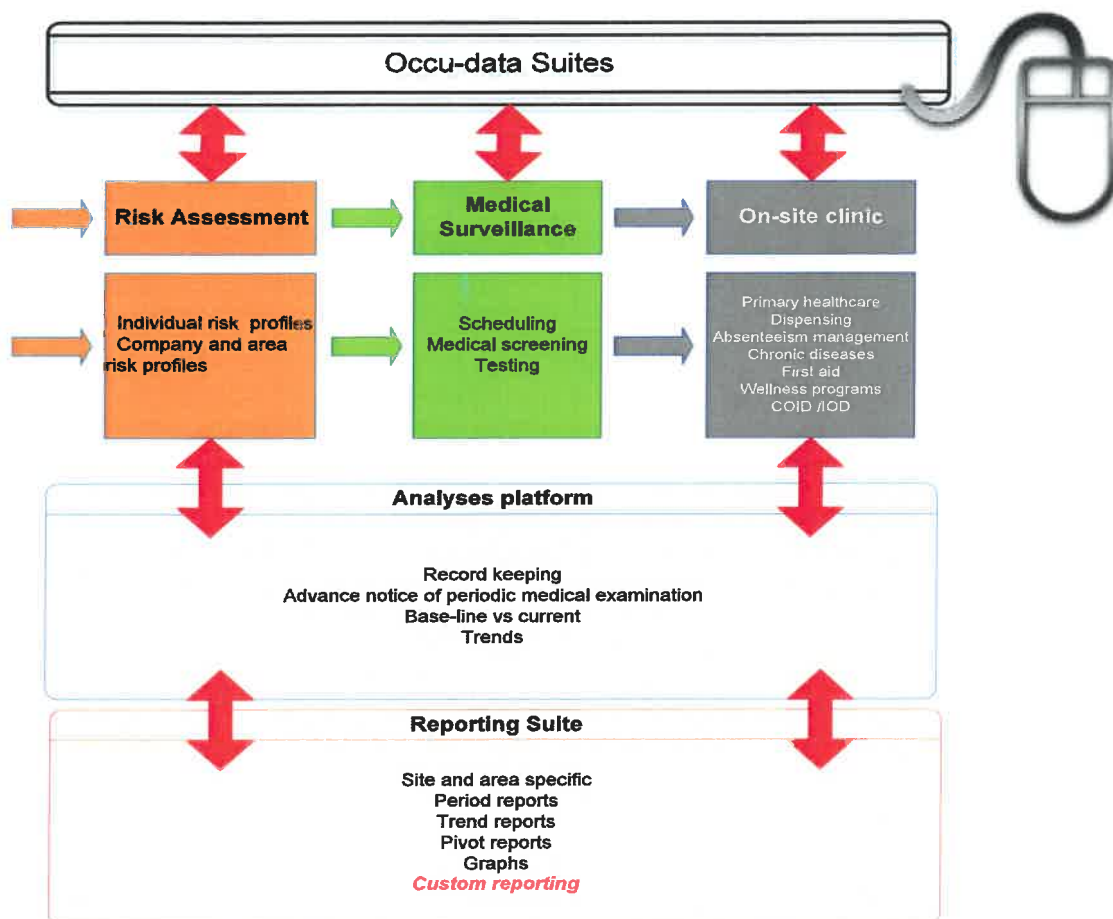
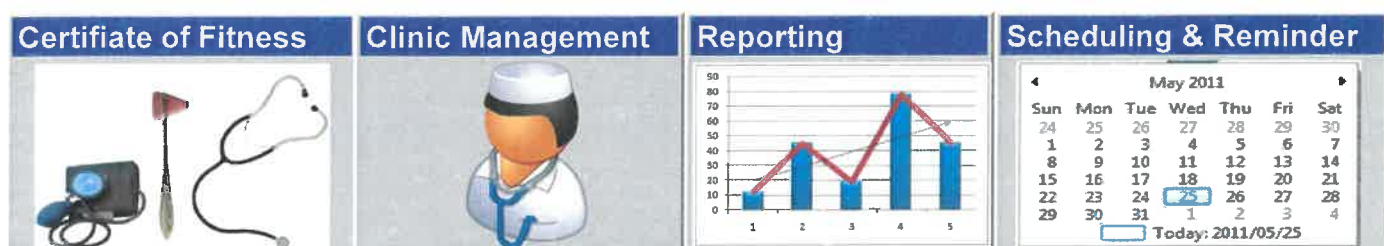






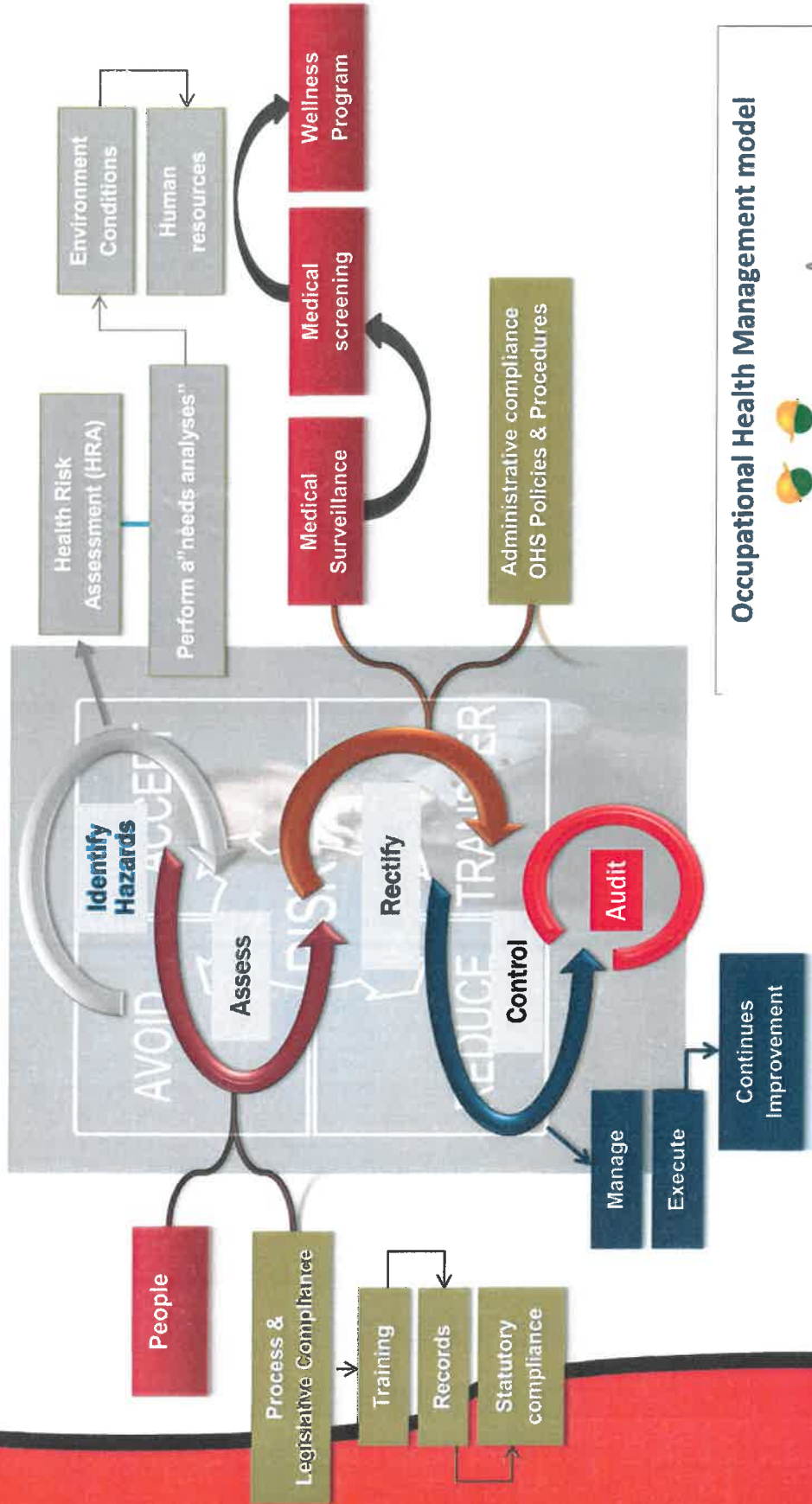
# Web Based IT System: *I-OHS*

We utilize an in-house developed web based IT system. All Occupational health information is captured and stored on a hosted network. Information and detailed analyses and reporting are available to the client.





# Occupational Health Management Model:



Occupational Health Management model

OCCUPATIONAL HEALTH SERVICES



# Our Approach to Occupational Health and Wellness:

Improve the total value of your human resource investments

- Integrate employee health programs into your business strategy.
- Healthy employees will positively affect your bottom-line, and company image.

Formulate your wellness strategy

- Conduct a needs analyses
- Develop a suitable wellness program
- Mission
- Objectives

Implement the wellness program and supportive environment

- Clear statement of philosophy, purpose, and goals
- Strong program leadership
- Effective and very visible communication
- Realistic budget
- Defined evaluation system, establish criteria for success, changes

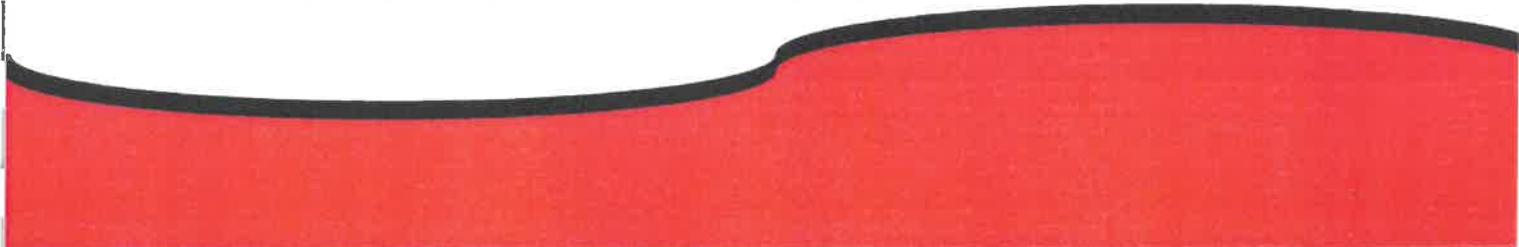
Maintain and measure progress

- Empower employees to be wise health care consumers and improve their health
- Keep low-risk employees in the low-risk category
- Target high-risk employees with focused interventions
- Convenient access to health screenings at the workplace

# Our Clients:





# Testimonies:

*"Excellent service, highly professional team. No major impact on production or anytime loss. Your after contract services are excellent."*

**Mr. Oscar Heethling ; Department of Water Affairs**



**water affairs**  
Department  
Water Affairs  
REPUBLIC OF SOUTH AFRICA

*"We have had a relationship with MIT for 4 years; we are completely satisfied with the service and co-operation. We regard MIT as a commendable organisation."*

**Mr. Schalk Munnik ; Tsepang Electrical**

*"We have found MIT's service to be of a very high standard and every request is met with efficiency and a smile. We highly recommend Medi-Industrial Trading to deliver no matter what time constraints or pressures that we have places on their shoulders, they have met every challenge thoroughly and without hesitation."*

**Mrs. Lucia Fidalgo ; Grinaker-LTA**



*"Absolutely excellent and very professional. MIT performed miracles in a very testing and isolated environment. Very flexible and dependable"*

**Mr Terry Plaige ; Group 5 NMP pipe-line**



*"We've been using MIT since 2006. The quality of service is excellent and they are one of few suppliers that go the extra mile for their client."*

**Mrs Reshnee Beedasee; Quality Assurance Manager; Just Lamb Trading**



*"I've been using MIT for the last 6 years and have always been completely satisfied. They are extremely professional, is always punctual and is very cost effective"*

**Mr Johan van Niekerk**



# Contact Information:

## Gauteng

**Sebenza, Johannesburg**  
***(Walk-in Clinic and Mobiles)***

**011-609-8057/8**

**Rubin: 083-256-0750**

**admin@occu-health.co.za**



## Western Cape

**Mitchells Street, George**  
***(Mobile Clinic Only)***

**011-609-8057/8**

**Philip: 084-998-0989**

**philip@occu-health.co.za**



## KwaZulu-Natal

**Riverside Industrial, Newcastle**  
***(Booking for Onsite Clinic Only)***

**011-609-8057/8**

**Pikkie: 076-478-7777**

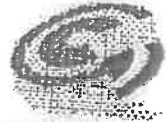
**admin@occu-health.co.za**

For general enquires, contact Judith: 083 996 1108



**We Come to You**

**COR39**



Companies and Intellectual  
Property Commission  
a member of the SAG Group

Our Reference: 9269788525

Date: 18/06/2020

JOHANNA MARGARETHA JACOBS  
E-mail: OFFICE@JJTACC.CO.ZA  
P O BOX 6312  
BIRCHLEIGH  
KEMPTON PARK  
1621

**RE: Amendment to Company Information**  
**Company Number: 2005/027482/07**  
**Company Name: MEDI-INDUSTRIAL TRADING (PTY) LTD**

We have received a COR39 (Notice of change of company directors) from you dated 18/06/2020.  
The COR39 was accepted and placed on file.

The following change was effected to Director/Secretary/Officer:  
Director JUDITH BIERMAN - Change was made.  
- Director / member surname changed from DU TOIT to BIERMAN.

The following change was effected to Director/Secretary/Officer:  
Director RUAN DU TOIT - Change was made.

Yours truly

**Commissioner: CIPC**

**Please Note:**

The attached certificate can be validated on the CIPC web site at [www.cipc.co.za](http://www.cipc.co.za).  
The contents of the attached certificate was electronically transmitted to the South African Revenue Services.



The Companies and Intellectual Property Commission  
of South Africa  
P.O. BOX 420, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.  
Call Centre Tel 086 100 2472, Website [www.cipc.co.za](http://www.cipc.co.za)





**Certificate issued by the Companies and Intellectual Property  
Commission on Monday, June 22, 2020 07:54  
Certificate of Confirmation**

**COR39**

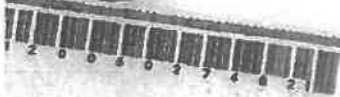


**Companies and Intellectual  
Property Commission**  
*a member of the SAG group*

Registration number	2005 / 027482 / 07
Enterprise Name	MEDI-INDUSTRIAL TRADING (PTY) LTD
Enterprise Shortened Name	None provided.
Enterprise Translated Name	None provided.
Registration Date	05/08/2005
Business Start Date	05/08/2005
Enterprise Type	Private Company
Enterprise Status	In Business
Financial year end	February
Main Business/Main Object	GENERAL TRADING IN ALL ASPECTS
Postal address	P O BOX 8305 BIRCHLEIGH BIRCHLEIGH GAUTENG 1621
Address of registered office	26 IMVUBU ROAD SEBENZA EDENVALE GAUTENG 1613



The Companies and Intellectual Property Commission  
of South Africa  
P.O. BOX 428, PRETORIA, 0001, Republic of South Africa. Docex 258, PRETORIA.  
Call Centre Tel 086 100 2472, Website [www.dpc.co.za](http://www.dpc.co.za)



*Handwritten mark*

**Certificate issued by the Companies and Intellectual Property  
Commission on Monday, June 22, 2020 07:54  
Certificate of Confirmation**



Companies and Intellectual  
Property Commission  
www.cipc.co.za  
a member of the sars group

Registration number **2005/027482/07**  
Enterprise Name **MEDI-INDUSTRIAL TRADING (PTY) LTD**

Auditor  
Name **JJT ACCOUNTANTS**  
Postal Address **P O BOX 6312  
BIRCHLEIGH  
1621**

Designated Auditor  
Name **JACOBS JOHANNA MARGARETHA**  
Postal Address

**Active Directors / Officers**

Sumame and first names	ID number or date of birth	Director type	Appoint-ment date	Addresses
DU TOIT, RUAN	9311065028088	Director	09/05/2018	Postal: P O BOX 8305, BICHLEIGH, BICHLEIGH, GAUTENG, 1619 Residential: 25 NICHOLEEN GARDENS, 3 BOSWILL STREET VAN RIEBEECK PARK, KEMPTON PARK, GAUTENG, 1619
BIERMAN, JUDITH	6902130090088	Director	18/08/2005	Postal: P O BOX 8305, BIRCH LEIGH, BIRCH LEIGH, GAUTENG, 1621 Residential: 51 FERREIRA CLOSE, BIRCHWOOD, BIRCHLEIGH, GAUTENG, 1619



The Companies and Intellectual Property Commission  
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docax 256, PRETORIA.

Call Centre Tel 088 100 2472, Website www.cipc.co.za







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

MEDI-INDUSTRIAL TRADING (PTY) LTD  
PO BOX 8305  
BIRCHLEIGH  
1621

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: 9041918153

Always quote this reference number when contacting SARS

Issue Date: 2021/03/12

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	Medi-Industrial Trading (Pty) Ltd
Trading Name	MEDI-INDUSTRIAL TRADING (PTY)LTD
Tax Reference Number(s)	IT - 9041918153 Vat - 4910223538
Purpose of Request	Good Standing
Request Reference Number	0009290373GS1203211458092
PIN	9289AAF218
PIN Expiry Date	12/03/2022

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

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

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

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

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

Sincerely

**ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE**

# B-BBEE Contributor Certificate



This Affidavit is issued in terms of Notice 408 of 2015, published in the Government Gazette No.38766 on 06 May 2015, whereby the revised Codes of Good Practice was issued under section 9(1) of the Broad-Based Black Economic Empowerment Amendment Act (Act No. 46 of 2013), by Dr Rob Davies, Minister of Trade and Industry and whereby this enterprise is eligible as an Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE) in terms of paragraph 2 of STATEMENT 004: SCORECARDS OF SPECIALISED ENTERPRISES as per said Notice. (Follow the instructions on the reverse of this document and mark the applicable blocks)

Name of Entity/Company: MEI INDUSTRIAL TRAINING (PTY) LTD  
 Company Reg. No: 2005/027482/07  
 VAT Reg. No: 4910223538  
 Type of Entity: Pty (Ltd)  
(Sole Proprietor/Partnership/Closed Corporation/Company)  
 Address: 26 Imvubu Rd SEBENZA BOENVILLE

I, Judith Bierman, in my capacity as owner/partner/member/  
(Full names and surname)

director of MEI-INDUSTRIAL TRAINING (PTY) LTD  
(Full name of Business/Partnership/Closed Corporation/Company)

do hereby make an oath that:

- The business/partnership/company qualifies as an: EME  / QSE
- The Annual Total Revenue of the above mentioned business/company is less than: R 10 Million   
R 50 Million
- The level of Black ownership is: 0 %
- The level of Black Woman ownership is: 0 %
- The business/partnership/company is therefore a LEVEL

CONTRIBUTOR, having a B-BBEE RECOGNITION OF 4 %.

Bierman  
 Signature: Owner/Partner/Member/Director:

26/4/2021  
 Date

ID.No: 6902130090088

Certificate is valid for 12 (Twelve) months from this date.

Signed and sworn/solemnly affirmed before me on the date and the place set out below, by the deponent who indicated that he/she knows and understands the content of this statement and the applicable Act; has no objection to making the oath/solemn affirmation, and regards such as binding on his/her conscience.

J. Niekirk  
 Signature: Commissioner of Oaths:  
 Full names: JAN HENDRIK VAN NIEKERK  
 Position: PRINCIPAL  
 Tel: 082 554 9287  
 Address: HOËRSKOOEL ELSPARK, WAARBOOM STREET, ELSPARK



Official Stamp



Extract from Notice 1019 of 2013, published in the Government Gazette no 36928 on 11 October 2013, whereby the revised Codes of Good Practice (the codes) was issued under section 9(1) of the Broad-Based Black Economic Empowerment Act (Act No. 53 of 2003), by Dr Rob Davies, Minister of Trade and Industry.

#### 4. ELIGIBILITY AS AN EXEMPTED MICRO ENTERPRISE (EME)

- 4.1 Any enterprise with an annual **Total Revenue of R10 Million or less** qualifies as an Exempted Micro-Enterprise.
- 4.2 An Exempted Micro-Enterprise is deemed to have a B-BBEE Status of "**Level Four Contributor**" having a B-BBEE recognition level of **100%** under paragraph 8.2.
- 4.3 Enhanced B-BBEE recognition level for an Exempted Micro-Enterprise:
  - 4.3.1 Despite paragraphs 4.2 an EME which is **100% Black owned** qualifies for elevation to "**Level One Contributor**" having a B-BBEE recognition level of **135%**.
  - 4.3.2 Despite paragraph 4.2 and 4.3.1, an EME which is **at least 51% Black owned** qualifies for elevation to "**Level Two Contributor**" having a B-BBEE recognition level of **125%**.
- 4.4 Despite paragraphs 4.2 and 4.3, an EME is allowed to be measured in terms of the QSE scorecard should they wish to maximise their points and move to a higher B-BBEE recognition level.
- 4.5 An EME is **only required to obtain a sworn affidavit** on an annual basis, confirming the following:
  - 4.5.1 Annual Total Revenue of R10 million or less; and
  - 4.5.2 Level of Black ownership.
- 4.6 Any misrepresentation in terms of Para 4.5 above constitutes a criminal offence as set out in the B-BBEE Act as amended.

#### 5. ELIGIBILITY AS A QUALIFYING SMALL ENTERPRISES (QSE)

- 5.1 A Measured Entity with an **annual Total Revenue of between R10 million and R50 million** qualifies as a Qualifying Small Enterprise.
- 5.2 A QSE must comply with all of the elements of B-BBEE for the purposes of measurement.
- 5.3 Enhanced B-BBEE recognition level for QSE:
  - 5.3.1 A Qualifying Small Enterprise which is **100% Black owned** qualifies for a **Level One B-BBEE** recognition level of **135%**.
  - 5.3.2 A QSE which is **at least 51% Black owned** qualifies for **Level Two B-BBEE** recognition level of **125%**.
  - 5.3.3 A QSE is **only required to obtain a sworn affidavit** on an annual basis, confirming the following:
    - 5.3.3.1 Annual Total Revenue of R50 million or less; and
    - 5.3.3.2 Level of Black ownership.
- 5.4 Any misrepresentation in terms of Para 5.3 above constitutes a criminal offence as set out in the B-BBEE Act as amended.

#### 6. START-UP ENTERPRISES

- 6.1 Start-up Enterprise must be measured as an Exempted Micro-Enterprise under this statement *for the first year following their formation or incorporation*. This provision applies *regardless* of the expected *total revenue* of the Start-up Enterprise.
- 6.2 Start-up Enterprise is deemed to have the qualifying B-BBEE Status in accordance with the principles of paragraph 4 of this Statement.
- 6.3 In order to qualify as a Start-up Enterprise, the enterprise must provide an independent confirmation of its status in accordance with paragraph 4.5.
- 6.4 Despite paragraph 6.1 and 6.2, a Start-up Enterprise must submit a QSE scorecard when tendering for any contract, or seeking any other economic activity covered by Section 10 of the Act, with a value higher than R10 million but less than R50 million. For contracts of R50 million or more they should submit the Generic scorecard. The preparation of such scorecards must use annualised data.

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**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 exceed/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*).

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to 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.

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

**2. DEFINITIONS**

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



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

6.1 B-BBEE Status Level of Contributor: **4 = ...12** (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.)

**7. SUB-CONTRACTING**

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

(Tick applicable box)

YES  NO

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted **12** %
- ii) The name of the sub-contractor **M**
- iii) The B-BBEE status level of the sub-contractor **B**
- 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 least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

8.1 Name of company/firm: **Medi-Industrial Trading**

8.2 VAT registration number: **4910223538**

8.3 Company registration number: **2005/027482/07**

8.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

8.4 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES  
Occupational Health & Wellness Services

8.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

8.7 MUNICIPAL INFORMATION

Municipality where business is situated: Jo'burg

Registered Account Number: 800094008

Stand Number: 00000331-00000-00

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

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

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

Bierman  
SIGNATURE(S) OF BIDDERS(S)

DATE: 2021/04/26

ADDRESS: 26 Zumbani street  
Seberana  
Edeurale

WITNESSES

- 1. [Signature]
- 2. [Signature]



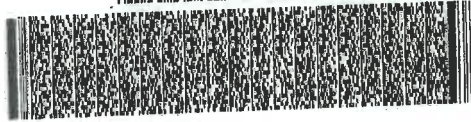


Conditions:  
This card has been issued by the  
Department of Home Affairs in terms of the  
Identification Act, Act 68 of 1997  
If found please return to the Department of Home Affairs  
For enquiry or verification purposes contact 0800 90 11 90

Date of Issue:  
05 DEC 2019

RSA

112208289



GESEPTIFISEERDE WANEDE  
GEGESKIEDTE WANEDE AFSKRIF VAN  
DIE OORSPRONKLIKE  
J.H. VAN NIEKERK (HOOF)  
23-04-2021  
Handtekening  
GAUTENG DEPARTMENT VAN ONDERWYS  
HOOFKANTOR, ELSPARK  
TELEFON: (011) 893-3879 FAXS: (011) 893-3879  
POSBUS 121, ELSPARK, 1418

REPUBLIC OF SOUTH AFRICA  
NATIONAL IDENTITY CARD

Surname:  
**BIERMAN**  
Names:  
**JUDITH**  
Sex:  
**F**  
Nationality:  
**RSA**  
Identity Number:  
**6902130090088**  
Date of Birth:  
**13 FEB 1969**  
Country of Birth:  
**RSA**  
Status:  
**CITIZEN**

Signature:  
*J B*



*J*

*Bierman*

*J*

R du Toit

I.D. No. 931106 5028 088



S.A. CITIZEN

SURNAME

DU TOIT

FORENAMER

RUAN

COUNTRY OF BIRTH

SOUTH AFRICA

DATE OF BIRTH

1993-11-05



DATE ISSUED

2012-11-28

ISSUED BY AUTHORITY OF THE DIRECTOR-GENERAL HOME AFFAIRS

NOTICE OF PERSONAL PARTICULARS

1. Any changes to the personal particulars be communicated

OF ADDRESS OF CHANGE OF this pocket to address or a of your present of street and/or

to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS

KOMMISSARIS VAN 'N GESERTIFISEER 'N WARE AFSKRIF VAN DIE OORSPRONKLIKE J.H. VAN NIEKERK (HOOF)



20-04-2021

*J. Groenewald*  
HANDTEKENING

GAUTENG DEPARTEMENT VAN ONDERWYS HOERSKOOI ELSPARK TEL: (011) 893-2013 FAXS: (011) 893-3870 POSBUS 12001, ELSPARK, 1418



**City of Ekurhuleni**

a partnership that works

www.siyakhokha.ekurhuleni.gov.za

Siyakhokha Portal  
siyakhokha@ekurhuleni.gov.za

Phone: 0860 543 000  
Email: callcentre@ekurhuleni.gov.za  
Twitter: @EMM\_Call\_Centre

**COPY TAX INVOICE**

VAT Reg No. 4280193493

Invoice Number:  
33098086822021/04/15

<b>Name</b>	R DU TOIT		<b>Account Number</b>	3309808682	
<b>Ward Number</b>	23	<b>Payments Included Until</b>	08-05-2021	<b>Vat Reg. No.</b>	
<b>Street Address</b>			<b>Electricity / Water Deposit</b>		<b>Statement Date</b>
492 FLAMBOYANT			<b>Cash</b>	<b>Guarantee</b>	14-04-2021
			0.00	0.00	
<b>Township</b>			<b>Valuation</b>		
BRENTWOOD EXT 14			<b>Site</b>	<b>Improvements</b>	<b>Total Value</b>
				769000	769000
<b>ERF Number</b>	C06 014 00000492	<b>Portion</b>	00000 0000 0000	<b>Area m2</b>	86

Date	Icon	Details	Charge (excl. VAT)	VAT	Charge (incl. VAT)
15-04-2021		BALANCE BROUGHT FORWARD	1631.15		1631.15
15-04-2021		SUB TOTAL	1631.15		1631.15
15-04-2021		INTEREST ON ARREARS	6.33		6.33
<b>PROPERTY RATES</b>					
15-04-2021	🏠	VA-VALUE-EXCLUSION	-131.50		-131.50
15-04-2021	🏠	PROPERTY RATES RESIDENTIAL SECTIONAL TITLE	674.16		674.16
15-04-2021		TOTAL CURRENT LEVY 548.99			

30 Days	60 Days	90 Days	90 + Days	Total Charge (excl.VAT)	Total VAT	Total Charge (incl.VAT)
545.83	542.66	542.66	0.00	2180.14	0.00	2180.14
<b>Amount In Advance</b>		0.00	<b>Due Date</b>	08-05-2021	<b>Amount Payable</b>	2181.00

MESSAGE



**City of Ekurhuleni**

a partnership that works

www.siyakhokha.ekurhuleni.gov.za

Siyakhokha Portal  
siyakhokha@ekurhuleni.gov.za

Phone: 0860 543 000  
Email: callcentre@ekurhuleni.gov.za  
Twitter: @EMM\_Call\_Centre



REMITTANCE  
ADVICE

VAT Reg No.  
4280193493

>>>>>>> 9 1332 3309 8086 827

3309808682 115443309808682

<b>Name</b> R DU TOIT	
<b>Account Number</b> 3309808682	
<b>Due Date</b> 08-05-2021	<b>Amount Payable</b> 2181.00

# GEORGE MUNICIPALITY

## Tax invoice



VAT No. 4630193664  
 P.O.BOX 19, GEORGE, 6530  
 (044) 801-9111 086 589 6402  
 EMAIL: [accounts@george.gov.za](mailto:accounts@george.gov.za)

EMAIL  
 GRG 1002231287



**MRS J DU TOIT**  
**19 MITCHELL STREET**  
**GEORGE**  
**6529**

STATEMENT DATE	25/03/2021
TAX INVOICE NO.	9943365
ACCOUNT NO.	GRG 1002231287
RECEIPTS POSTED TILL	23/03/2021
GUARANTEE / DEPOSIT	900.00-
SUBURB	17 2769 00001
VALUATION	994000
SITE ADDRESS:	MITCHELL STREET 19
DEBTS DUE BY TENANTS	0.00
CLIENT VAT NO.	

SERVICE	OPENING BALANCE	RECEIPTS	CHARGE	INTEREST	ADJUSTMENTS	VAT	CLOSING BALANCE
	242.16	242.16-	210.58	0.00	0.00	31.58	242.16
	254.39	254.39-	221.21	0.00	0.00	33.18	254.39
	270.61	270.61-	235.31	0.00	0.00	35.30	270.61
	504.92	504.92-	504.92	0.00	0.00	0.00	504.92
<b>TOTAL</b>	<b>1272.08</b>	<b>1272.08-</b>	<b>1172.02</b>	<b>0.00</b>	<b>0.00</b>	<b>100.06</b>	<b>1272.08</b>

**PLEASE SEE REVERSE FOR IMPORTANT NOTES.**

**OFFICE HOURS**

**08H00 -15H30 MONDAY - FRIDAY**  
**EXCLUDING PUBLIC HOLIDAYS**

**PAY POINTS**

**MUNICIPAL OFFICES: GEORGE, UNIONDALE, HAARLEM, POST OFFICES, PICK 'N PAY, SPAR, PEP STORES AND EASYPAY POINTS COUNTRYWIDE.**

**MESSAGE**

**PLEASE NOTE THAT YOUR ACCOUNT NUMBER, MUST BE PROVIDED AT ALL TIMES, WHEN YOU LODGE ANY ACCOUNT QUERY, OR REQUEST A DUPLICATE ACCOUNT STATEMENT.**

**Attention all consumers**

It is the responsibility of each and every consumer to enquire from the municipality if no account is delivered before the due date. Enquiries with regards to accounts can be made with the following options:

- 1) Email: [Accounts@george.gov.za](mailto:Accounts@george.gov.za)
- 2) Telephone: (044) 801 9111

Thank you.

TOTAL VAT	ARREARS	CURRENT	PAYMENT DATE		AMOUNT DUE	
100.06	0.00	1272.08	15/04/2021		R1272.08	
	FUTURE	CURRENT	30 DAYS	60 DAYS	90 DAYS	90 DAYS +
MONTHLY	0.00	1272.08	0.00	0.00	0.00	0.00
ANNUAL	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>0.00</b>	<b>1272.08</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Water:1401 Cons/Days	13	30.00			
Water:1401 Basic New	1	95.20	107.97	14.08	
Water:1401 >0-6K1 New	6	16.67	115.02	15.00	
Water:1401 Free New	6-	16.67	115.02-	15.00-	
Water:1401 >6-15K1 New	7	16.67	134.19	17.50	

CLIENTS ARE KINDLY REQUESTED TO HAVE THEIR PRE-PAID METER NUMBER PRESENT WHEN PURCHASING ELECTRICITY. NO LIABILITY IS ACCEPTED IF THE WRONG PRE-PAID METER NUMBER IS SUPPLIED TO THIS AUTHORITY.

**PAYMENT DETAILS**

ACCOUNT: GRG 1002231287

ALLOCATION ACCOUNT NUMBER

We deliver, whatever it takes. 0118 1002231287

your payment partner

FNB  
 BRANCH CODE: 210554  
 ACCOUNT NUMBER: 62869623150  
**11413 0010 0223 1287**

Tp.	Meter No.	Previous	New Reading	Factor	Consumption	Period Daily Aver.
W	CMCP250	3181	3194		13.000	06/02-08/03 .43

Reg no: 2000/058765/23  
 Vat no: 4930192028

STATEMENT

Date 30/04/2021

Page 1

Account Number MED001

Gussie Investments cc  
 P O Box 9220  
 Edenglen  
 1613

Medi-Industrial Trading (Pty) Ltd

Gussie Investments cc  
 P O Box 9220  
 Edenglen  
 1613

Account	Date	Page		
MED001	30/04/2021	1		
Date	Reference	Description	Debit	Credit
01/03/2021	IN100170	Tax Invoice	29,842.94	
04/03/2021	TT0660	Payment Thank you - IN100170		5,536.92
01/04/2021	IN100173	Tax Invoice	27,443.94	

Account	Date	Page		
MED001	30/04/2021	1		
Date	Reference	Amount		
01/03/2021	IN100170	29,842.94D		
04/03/2021	TT0660	5,536.92C		
01/04/2021	IN100173	27,443.94D		

120+ Days	90 Days	60 Days	30 Days	Current
0.00	0.00	0.00	24,308.02	27,443.94
				<b>Total Due</b>
				51,749.96

Amount Due 51,749.96

Amount Paid:

Comments:





a world class African city

Computer generated  
**TAX INVOICE**  
 GUSSIE INV CC  
 PO BOX 890661  
 LYNDHURST  
 2106

You can contact us in the following ways

- ☎ Phone:  
Tel: 0860 56 28 74  
Fax: (011) 358-3408/9
- ✉ Correspondence:  
P O BOX 5000  
JOHANNESBURG  
2000
- ✉ E-mail:  
joburgconnect@joburg.org.za

VAT NO: CITY OF JOHANNESBURG: 4780117184      VAT NO: PHOTUP: 4780181282  
 VAT NO: JOHANNESBURG WATER: 4270191077      VAT NO: CITY POWER: 4710191182

Date	2021/03/17
Statement for	March 2021
Physical Address	26 IMVUBU ROAD
Stand No./Portion	00000331 - 00000 - 00
Township	SEBENZA EXT.6

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
1200 m2	1	2018/07/01	E1	Market Value R 3,600,000.00	Region E WARD 32

Invoice Number: 600001918371      Next Reading Date: 2021/03/17  
 Client VAT Number: 4930192028      Deposit: R 14,583.46

**Account Number: 800094008**      **PIN CODE: 500906**

Previous Account Balance	11,990.18
Less: Incoming Payment (Last Payment Made 2021/02/16)	- 137,048.59
Sub Total	- 125,058.41
Current Charges (Excl. VAT)	153,825.92
VAT @ 15%	15,820.97

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due
0.00	0.00	0.00	44,588.48	0.00	44,588.48	44,588.48
						Due Date
						2021/03/17

Communicate with us through our regional email addresses (see more on [www.joburg.org.za](http://www.joburg.org.za)) & [creditcontrol@joburg.org.za](mailto:creditcontrol@joburg.org.za) for payment arrangements on arrear accounts



**Remittance Advice:**

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

EasyPay 91115 8000940083

Postal Office 0146 800094008



516008800111158 80009400801

Date: 2021/03/17      GUSSIE INV CC  
 Acc. No.: 800094008      26 IMVUBU ROAD

Standard Bank City of Johannesburg Banking details:  
 Internet banking - Use the banks pre-loaded Company details  
 SBISA branch deposits - CIN no AA45 to be used in place of bank acc. nr.  
 Client Account No/Deposit Reference 800094008

**44,588.48**  
**2021/03/17**



# home affairs

Department:  
Home Affairs  
REPUBLIC OF SOUTH AFRICA

G4398357

83/DHA-5

PARTICULARS FROM THE POPULATION REGISTER (P.R.O.)

## MARRIAGE CERTIFICATE

IDNO. HUSBAND: 630420 5127 08 7

SURNAME: BIERMAN

FIRST NAMES: JACOBUS ALBERTUS

DATE OF BIRTH: 1963-04-20

IDNO. WIFE: 690213 0090 08 8

MAIDEN NAME: SAAYMAN

FIRST NAMES: JUDITH

DATE OF BIRTH: 1969-02-13

TYPE OF MARRIAGE: CIVIL

DATE OF MARRIAGE: 2019-10-19

PLACE OF MARRIAGE: MULDERSDRIFT

DATE OF ISSUE: 2019-11-27

DEPARTMENT OF HOME AFFAIRS  
ISSUED BY: PWD351  
BAG X01  
2019-11-27  
KEMPTON PARK 1620  
KEMPTON PARK (73)

DIRECTOR-GENERAL: HOME AFFAIRS



B



## CSD REGISTRATION REPORT

### SUPPLIER IDENTIFICATION

Supplier number	MAAA0015286	South African company/CC registration number	2005/027482/07
Is supplier active?	Yes	Have Bank Account	Yes
Allow associates?	Yes	Total annual turnover	R10 million or less; or
Supplier type	CIPC Company	Financial year start date	01 Mar 2017 00:00:00:000
Supplier sub-type	Private Company (Pty)(Ltd)	Registration date	05 Aug 2005 00:00:00:000
Legal name	MEDI-INDUSTRIAL TRADING	Created by	rubin@occu-health.co.za
Trading name	Medi-Industrial Trading (Pty) Ltd	Created date	08 Dec 2015 11:17:13:000
Identification type	South African Company/Close Corporation Registration Number	Edit by	rubin@occu-health.co.za
Government breakdown	Private Companies (Pty) (Ltd)	Edit date	12 Mar 2021 15:08:45:377
Business status	In Business	Restricted Supplier	No
Country of origin	South Africa		

### SUPPLIER INDUSTRY CLASSIFICATION INFORMATION

#### INDUSTRY CLASSIFICATION 1

Main group	Professional, scientific and technical activities		
Division	Other professional, scientific and technical activities	% share of annual turnover	49.00

#### INDUSTRY CLASSIFICATION 2

Main group	Human health and social work activities		
Division	Human health and social work activities	Core industry	Human health and social work activities
		% share of annual turnover	51.00





## CSD REGISTRATION REPORT

### SUPPLIER CONTACT INFORMATION

#### CONTACT 1

Contact type	Administration,Bid Office	Cellphone number	083 256 0750
Is this your preferred Contact?	Yes	Website address	www.mit-ohs.com
Name(s)	Rubin	Do you want this contact to also be a CSD user ?	Yes
Surname	du toit	Created by	rubin@occu-health.co.za
Identification type	South African Identification Number	Created date	08 Dec 2015 10:58:05:000
Prefer communication via cellphone	Yes	Edit by	rubin@occu-health.co.za
Prefer communication via email	Yes	Edit date	29 Aug 2017 09:43:07:123
Email address	rubin@occu-health.co.za		

#### CONTACT 2

Contact type	Finance	Email address	admin@occu-health.co.za
Is this your preferred Contact?	No	Telephone number	0116098058
Name(s)	Anna	Cellphone number	082 570 0469
Surname	van niekerk	Fax number	0116095250
Identification type	South African Identification Number	Website address	www.mit-ohs.com
Prefer communication via cellphone	Yes	Do you want this contact to also be a CSD user ?	Yes
Prefer communication via email	Yes	Created by	rubin@occu-health.co.za
Prefer communication via sms	Yes	Created date	08 Dec 2015 11:06:08:000
Prefer communication via telephone	Yes	Edit by	rubin@occu-health.co.za
		Edit date	29 Aug 2017 09:43:06:890

### SUPPLIER ADDRESS INFORMATION

#### ADDRESS 1







## CSD REGISTRATION REPORT

Is this a preferred address?	Yes	Postal code	1619
Address line 1	Po Box 8305 Birchleigh	Country	South Africa
Address line 2	26 Invubu Road	Created by	rubin@occu-health.co.za
Suburb	Birchleigh	Created date	08 Dec 2015 11:17:13:213
Province	Gauteng	Edit by	rubin@occu-health.co.za
Municipality	Ekurhuleni	Edit date	08 Dec 2015 11:17:13:213
City	Kempton Park		

### ADDRESS 2

Is this a preferred address?	No	Postal code	1621
Address line 1	26 Invubu Road	Country	South Africa
Address line 2	Sebenza	This address S/A postal	Yes
Suburb	Sebenza	This address S/A payment	Yes
Province	Gauteng	Created by	rubin@occu-health.co.za
Municipality	Ekurhuleni	Created date	08 Dec 2015 11:17:13:247
City	Edenvale	Edit by	rubin@occu-health.co.za
		Edit date	08 Dec 2015 11:17:13:247

### ADDRESS 3

Is this a preferred address?	No	Postal code	6530
Address line 1	19 Mitchell STR	Country	South Africa
Address line 2	George Central, George	Created by	rubin@occu-health.co.za
Suburb	George Central	Created date	22 Nov 2016 11:34:30:000
Province	Western Cape	Edit by	rubin@occu-health.co.za
Municipality	George	Edit date	22 Nov 2016 16:00:01:210
City	George		

## SUPPLIER BANK ACCOUNT







## CSD REGISTRATION REPORT

### BANK ACCOUNT 1

Account type	Current Accounts	Created date	29 Aug 2017 09:32:11:000
Bank	NEDBANK LIMITED	Edit by	csd.safetynetbatch@treasury.gov.za
Branch number	198742	Edit date	31 Aug 2017 08:06:41:090
Branch name	KEMPTON PARK	Bank Verification Status	Verification Succeeded
Account number	1987442032	Foreign Bank Account	No
Account holder	MEDI - INDUSTRIAL TRADING (PTY) LTD	Is the identifier linked at the bank	Yes
Is this a preferred account?	Yes	Is this a Shared Funding Account	No
Active start date	29 Aug 2017 09:32:11:000	Funding Partner(s)	
Created by	rubin@occu-health.co.za		

### TAX INFORMATION

Income tax number	9041918153	Would you like to receive notifications?	Yes
Income Tax Status	Compliant tax status Verified	Overall Tax Status	Tax Compliant
VAT number	4910223538	Created by	rubin@occu-health.co.za
VAT Status	Compliant tax status Verified	Created date	08 Dec 2015 11:17:13:000
Is this supplier a VAT vendor?	Yes	Edit by	rubin@occu-health.co.za
Are you Registered with SARS?	Yes	Edit date	12 Mar 2021 15:08:45:000
Last validation date	16 Mar 2021 14:50:00:000		

### B-BEEE INFORMATION

B-BBEE verification regulator	Verification agency accredited by SANAS	SANAS accredited agency	NOT APPLICABLE
Sector charter	Chartered accountancy	% Owned by black people	0.00
Subsector charter	NOT APPLICABLE	% Owned by black people who are women	0.00





## CSD REGISTRATION REPORT

B-BBEE certificate number	00	% Owned by black people who are youth	0.00
B-BBEE certificate issue date	01 Oct 2016 00:00:00:000	% Owned by black people with disabilities	0.00
B-BBEE certificate issue expiry date	30 Aug 2017 00:00:00:000	% Owned by black who are unemployed	0.00
B-BBEE status level of contributor	Level 4 Contributor	% Owned by black people who are military veteran	0.00
B-BBEE procurement recognition	100%	% Owned by black people living in rural or underdeveloped areas	0.00
Value adding supplier or empowering supplier	Yes	Verification Status	Manual Verification Required
Created by	rubin@occu-health.co.za	Edit date	22 Nov 2016 12:39:20:000
Created date	22 Nov 2016 12:31:02:460	Status	Expired
Edit by	rubin@occu-health.co.za		

### OWNERSHIP INFORMATION

Owner s name and surname Legal name	Owner s Identification number	RSA Citizen	Ethnic group	Gender	Ownership %	Youth	Disabled	Military	Rural	Township
JUDITH BIERMAN	6902130090088	Yes	White	Female	100.00%	No	No	No		
Total					100.00%					

### OUTCOMES AGAINST PREFERENTIAL PROCUREMENT CRITERIA BASED ON OWNERSHIP

Enterprise type	EME
B-BBEE status level of contributor	Level 4 Contributor
Owned by black people	0.00%
Owned by black people who are youth	0.00%
Owned by black people who are women	0.00%





## CSD REGISTRATION REPORT

Owned by black people with disabilities

0.00%

Owned by black people who are military veteran

0.00%

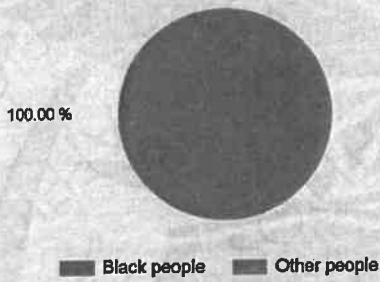
Owned by black people living in rural or underdeveloped areas

0.00%

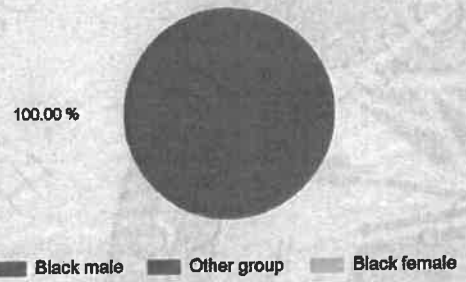
Owned by black people living in townships

0.00%

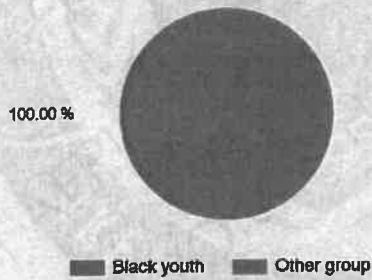
People % Ownership



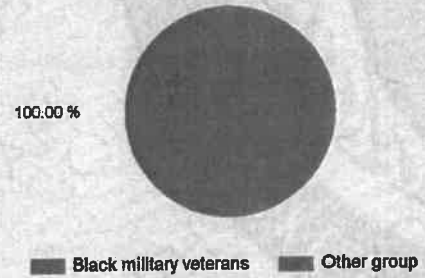
Gender % Ownership



Youth % Ownership



Military veteran % Ownership

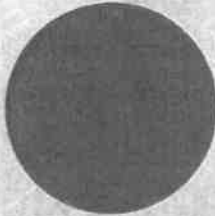




## CSD REGISTRATION REPORT

Disabled % Ownership

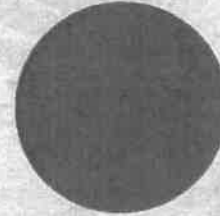
100.00 %



Black people with disabilities Other group

Living area % Ownership

100.00 %



Other areas Black in rural areas Black in townships

### DIRECTORS/MEMBERS/OWNERS INFORMATION

#### DIRECTOR/MEMBER 1

Director type	Director, Owner	Owner's ethnic group	White
Director status	Active	Owner's gender	Female
Name(s)	JUDITH	Owner youth	No
Surname	BIERMAN	Owner person with disabilities	No
Country	South Africa	Owner military veteran	No
Identification type	South African Identification Number	Created by	csd.reverifybatch@treasury.gov.za
South African identification number	6902130090088	Created date	15 May 2018 13:09:59:000
Appointment date	18 Sep 2005 00:00:00:000	Edit by	rubin@occu-health.co.za
Email address	judith@occu-health.co.za	Edit date	01 Jul 2020 15:39:18:000
Cellphone number	083 996 1108	Restricted Supplier	No
Owner	Yes	Restriction Last Verification Date	16 Mar 2021 14:50:06:703
Ownership %	100.00%	Government Employee	No
Living areas of owner	Ekurhuleni, Kempton Park AH	Government Employee Last Verification Date	16 Mar 2021 14:50:06:593
		SA identification number Verified	Yes
		SA identification number verification date	16 Mar 2021 14:50:06:653







## CSD REGISTRATION REPORT

### DIRECTOR/MEMBER 2

Director type	Director	Created date	15 May 2018 13:09:59:000
Director status	Active	Edit by	rubin@occu-health.co.za
Name(s)	RUAN	Edit date	01 Jul 2020 15:40:45:000
Surname	DU TOIT	Restricted Supplier	No
Country	South Africa	Restriction Last Verification Date	16 Mar 2021 14:50:06:703
Identification type	South African Identification Number	Government Employee	No
South African identification number	9311065028088	Government Employee Last Verification Date	16 Mar 2021 14:50:06:607
Appointment date	09 May 2018 00:00:00:000	SA identification number Verified	Yes
Email address	ruan@occu-health.co.za	SA identification number verification date	16 Mar 2021 14:50:06:670
Cellphone number	083 255 0854		
Owner	No		
Created by	csd.reverifybatch@treasury.gov.za		

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 REPORT

### Tips and Frequently Asked Questions (FAQ)

#### **Identifier**

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

#### **Bank**

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

#### **Tax**

##### **Tax Compliance Status**

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

##### **Tax Compliance Expiry Date**

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

#### **CIPC**

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

#### **State Employee**

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

#### **BBBEE**

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

