

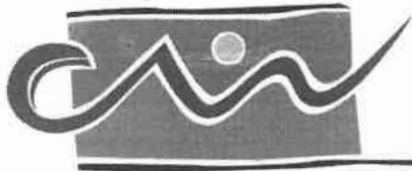


ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

- 1. **Q 2021/027:** K53 DRIVERS LICENSE TRAINING INTERVENTION FOR THE PERIOD ENDING 30 JUNE 2022
- 2. **Q 2021/030:** SUPPLY AND DELIVERY OF CHAIRS AND FURNITURE
- 3. **Q 2021/052:** RENEWAL OF AUTOCAD MAP 3D COMMERCIAL ANNUAL SUBSCRIPTION FOR 12 MONTHS
- 4. **Q 2021/060:** PROVISION OF CASEWARE
- 5. **Q 2021/063:** PROVISION OF GENERAL WORKERS TO ASSIST WITH THE REGULAR CLEANING OF FACILITIES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY TO ENSURE COVID-19 COMPLIANCE
- 6. **Q 2021/074:** PROVISION OF FURNITURE TRANSPORTATION SERVICES FROM KATHU, NORTHERN CAPE TO BELLVILLE, CAPE TOWN, WESTERN CAPE

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

Received by [Signature] Date 04/11/2021



CAPE WINELANDS DISTRICT MUNICIPALITY
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

Q 2021/063

**PROVISION OF GENERAL WORKERS TO ASSIST WITH THE
REGULAR CLEANING OF FACILITIES OF THE CAPE
WINELANDS DISTRICT MUNICIPALITY TO ENSURE COVID-19
COMPLIANCE**

COMPANY NAME:

KORAH SERVICES (PTY) LTD

POSTAL ADDRESS:

05 DENALI STREET

HENK PARK

WORCESTER

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

Q 2021/063
PROVISION OF GENERAL WORKERS TO ASSIST WITH THE REGULAR CLEANING OF
FACILITIES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY TO ENSURE COVID-19
COMPLIANCE

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A. QUOTATION NOTICE

Formal Written Price Quotations are hereby invited from prospective service providers for the provision of general workers to assist with the regular cleaning of facilities of the Cape Winelands District Municipality to ensure COVID-19 compliance

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

Documents are obtainable from the Supply Chain Management Unit of the Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch - Tel no 0861 265 263. Alternatively documents may be downloaded from the website: www.capewinelands.gov.za. → Supply Chain → View quotations and quotes → Quotations open.

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 quotation.

Duly completed quotations must be enclosed in a (separate) sealed envelope and endorsed with the relevant quotation number and description on the envelope/s. The sealed quotations must be placed in the official quotations box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch, before **11h00 on Friday, 17 September 2021.**

HF PRINS
MUNICIPAL MANAGER

B. GENERAL CONDITIONS AND INFORMATION

Inviting of quotations by the Cape Winelands District Municipality (CWDM), all relevant bid documentation, submitting of quotations by prospective bidders, evaluation / awarding of quotations 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 Quotations

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

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

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

2. Validity Period

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

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

4. Completion of Quotations Documents

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

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

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

D.M

Any ambiguity has to be cleared with contact person for the quotations before the quotations 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 quotations 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 Quotations

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

9. Contact with Municipality after Quotations 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 Quotations Received

Quotations will be opened on the closing date immediately after the closing time specified in the quotations 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 quotations will not be accepted.

The quotations forms should be carefully completed and no errors will be condoned after quotations 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 Quotations

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

12. Subcontracting

The Contractor shall not subcontract the whole of the contract.

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

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

13. Extension of Contract

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

14. Past Practices

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

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

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

15. Persons in the service of the state

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

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

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

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

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

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

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

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

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

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

Bidders other than EMEs

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

Bidders who qualify as EMEs

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

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

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

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

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

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

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

Registered auditors approved by IRBA

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

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

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

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

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

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

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

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

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

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

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

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

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

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

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

17. Application

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

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

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

18. Standards

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

19. Information and Inspection

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

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

20. Governing Language

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

21. Payments

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

Payment will be made in Rand unless otherwise stipulated.

22. Prices and Evaluation of bids

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

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 quotations, 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 Quotations 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 bidder whose tax matters are not in order.

No contract shall be concluded with any bidder 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.

The VAT registration number of the District Municipality is 4700193495.

30. Tax Clearance Certificate

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

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

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

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

31. Municipal Rates, Taxes and Charges

A certified copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the quotations closure date must accompany the quotations 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.

33. PROTECTION OF PERSONAL INFORMATION

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

the Cape Winelands District Municipality against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.

34. Compensation For Occupational Injuries and Diseases

A valid Letter of Good Standing from the Department of Labour or any institution that is licenced to carry out the business of insurance of its members against liabilities in accordance with the provisions of the COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993) or a certified copy thereof must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and such a letter or a certified copy thereof for the bidder is on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the above-mentioned institutions 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

The purpose of this document is to:

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

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

2. APPLICATION

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

3. GENERAL

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

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

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

6. PATENT RIGHTS

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

7. PERFORMANCE SECURITY

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

8. INSPECTIONS, TESTS AND ANALYSES

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

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 Quotations 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

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

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

32. TAXES AND DUTIES

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

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

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

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

33. TRANSFER OF CONTRACTS

- 34.1 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 quotations

Regulation R.32 of 20 January 2017 provides 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 Quotations / Formal Written Price Quotation conditions.
- Additional points are awarded for attaining the **B-BBEE status level** of contributor in accordance with the table below:

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

E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Quotation number:	Q 2021/063	Closing date:	17/09/2021	Closing time:	11h00
Description	PROVISION OF GENERAL WORKERS TO ASSIST WITH THE REGULAR CLEANING OF FACILITIES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY TO ENSURE COVID-19 COMPLIANCE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder	KORAH SERVICES (PTY) LTD				
Postal address	05 DENAU STREET, HEX PARK, WORCESTER, 6850				
Street address	05 DENAU STREET, HEX PARK, WORCESTER, 6850				
Telephone number	Code		Number		
Cell phone number	068 555 8958				
E-mail address :	melaw151@gmail.com / dhmelouw@gmail.com				
VAT registration number	NOT REGISTERED				
Tax compliance status	TCS PIN:	D11882208	OR	CSD No:	MAAA1025517
B-BBEE status level verification certificate [tick applicable box]	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no		B-BBEE status level sworn affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered	5		Total bid price	R1275,00	
Signature of bidder			Date	16/09/2021	
Capacity under which this bid is signed	DIRECTOR				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	K Smit				
Telephone number	021 888 5312				
E-mail address	karina@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

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

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

Signature(s): 

Name(s): DAVID-JUNIOR ALDRIN MELOUW

Capacity for the Tenderer: DIRECTOR

Date: 16/09/2021

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. SCOPE OF THE FORMAL WRITTEN PRICE QUOTATION

- 1.1 The Formal Written Price Quotation comprises the daily provision of general workers to assist the Cape Winelands District Municipality with regular cleaning of facilities to ensure Covid-19 compliance.

2. RESPONSIBILITIES OF GENERAL WORKERS

- 2.1 All hard floors in common areas including lift foyers, lifts, passages, toilets and ablutions, stairwells, walkways, stairs and kitchens to be mopped with a soapy solution followed by a suitable disinfectant.
- 2.2 All surfaces in kitchens, toilets and ablutions, including washbasins, toilet seats and bowls, showers, soap and paper towel dispensers as well as mirrors to be cleaned and sanitized on a regular basis.
- 2.3 All surfaces in meeting rooms including windowsills, cabinets, cupboards, chairs and office equipment to be cleaned and disinfected regularly.
- 2.4 Door handles, switches, railings, call panels and any other surfaces whether high use or not shall be cleaned and disinfected regularly.
- 2.5 Soft furnishings shall be wiped down with a damp cloth.
- 2.6 Table surfaces and hard chairs in meeting rooms and boardrooms to be cleaned after each meeting or use.
- 2.7 Kitchen equipment such as fridges, kettles, hydro boils and microwaves must be cleaned thoroughly on a regular basis.
- 2.8 Surfaces in kitchens, ablution facilities and toilet cubicles, including toilet seats and bowls, hand basins, shower cubicles, mirrors, handles, soap and paper towel dispensers shall be wiped with a soap solution followed by an appropriate disinfectant on a regular basis.
- 2.9 Rubbish bins in offices and at workstations shall be emptied twice daily.
- 2.10 Soft furnishings will be wiped down with a damp cloth when soiled.

3. DUTY HOURS

- 3.1 Cleaning services must be rendered **Mondays to Fridays** (excluding public holidays) from **07:30 to 16:30** and the general workers must complete a prescribed attendance register on a daily basis.

4. WORK LOCATIONS

- 4.1 General workers will be required at the following geographical areas

Stellenbosch
Paarl
Ceres
Worcester
Robertson

5. SUPPLY OF CLEANING AGENTS, EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT

5.1 All cleaning agents, equipment and personal protective equipment (PPE) will be supplied by the Cape Winelands District Municipality.

6. PERSONNEL

6.1 The general workers will be required to complete a daily attendance register in a prescribed format.

6.2 The successful service provider must **visit the respective work sites at least once in two weeks and meet with the on-site responsible person representing the Cape Winelands District Municipality** on a date and time agreed upon between the parties and an attendance register must be fully completed and signed by the successful service provider's Supervisor at each meeting.

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

6.4 In recruiting general workers the service provider will make every effort to recruit workers from the inhabitants of the area in which such workers are to execute services and shall give preference to applicants from such area.

6.5 Should a general worker of the successful service provider not report for duty on any day for whatsoever reason, it will be the responsibility of the successful service provider to **immediately provide a replacement** to render the required cleaning services.

7. NUMBER OF GENERAL WORKERS REQUIRED

7.1 The number of general workers required per geographical location will be agreed upon between the Cape Winelands District Municipality and the successful service provider.

8. REFERENCES

8.1 At least two (2) references to demonstrate the service provider's ability to deliver on the scope of work as stipulated in this Written Price Quotation must be included in the quotation document, together with the contact details of the references, alternatively references must be submitted within a reasonable timeframe as to be determined by the Cape Winelands District Municipality.

9. FORMAL WRITTEN PRICE QUOTATION AMOUNT

9.1 Formal Written Price Quotation amount must be specified per general worker per geographical location per day.

10. VAT

10.1 Indicate whether you are registered for VAT. If you are registered, a copy of your VAT Registration Certificate must be attached to the Formal Written Price Quotation.

10.2 You must also indicate in the Formal Written Price Quotation whether the Formal Written Price Quotation price includes VAT.

D.M.

11. REMUNERATION

- 11.1 No advance payments will be made for any reason whatsoever. The successful service provider shall be entitled to render accounts on a monthly basis, which are payable within 30 days.
- 11.2 Any fees or remuneration is inclusive of Value Added Tax.

12. UNIFORMS AND PROTECTIVE CLOTHING

- 12.1 The general workers rendering cleaning services shall when on duty wear an approved uniform, including footwear.
- 12.2 The service provider undertakes to issue protective clothing to personnel in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Regulations promulgated in terms of the Act. However, all PPE related to COVID-19 will be provided by the Cape Winelands District Municipality.
- 12.3 In view of the aforementioned and in terms of section 23 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the service provider is prohibited to deduct monies for protective clothing issued from the salaries of employees.

13. STATUTORY PROVISIONS

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

14. OCCUPATIONAL HEALTH AND SAFETY

- 14.1 General workers must perform all duties with due regard to the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Regulations promulgated in terms of the Act and adhere to all safety rules and regulations.

15. SECTORAL DETERMINATION

- 15.1 The service provider undertakes to comply with all the stipulations as contained in the Sectoral Determination as published in the Government Gazette from time to time.

16. TIMEFRAME

- 16.1 The services of general workers must commence on a date to be mutually agreed upon between the Cape Winelands District Municipality and the successful service provider, and must be provided on a month-to-month basis, subject to the monthly assessment of the need.

17. PROTECTION OF PERSONAL INFORMATION

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

18. COMPULSORY PRICING SCHEDULE

- 18.1 For proper evaluation purposes it is obligatory that this specific pricing schedule must be completed in full and signed.
- 18.2 Pricing schedules that have not been completed in full will be regarded as non-responsive.
- 18.3 Alternative pricing schedules will not be accepted.
- 18.4 Prices must be fixed and valid for 12 months.

19. EVALUATION

- 19.1 This Written Price Quotation will be evaluated per geographical area (Stellenbosch, Paarl, Ceres, Worcester and Robertson) which means that different services providers may be awarded different geographical areas within the Written Price Quotation.
- 19.2 Service providers will thus be allowed to submit prices only for selected geographical areas.
- 19.3 The Cape Winelands District Municipality reserves the right to award more than one geographical area to a single service provider.

20. DELIVERABLES

- 20.1 Services rendered in terms of the scope of work.
- 20.2 Daily provision of general workers at the respective work sites in the various geographical areas.

G. FORM OF OFFER

OFFER

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

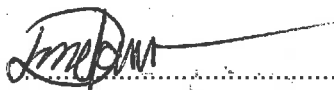
Q 2021/063: PROVISION OF GENERAL WORKERS TO ASSIST WITH THE REGULAR CLEANING OF FACILITIES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY TO ENSURE COVID-19 COMPLIANCE

The bidder, identified in the offer signature block, has examined the documents listed in the quotation data and addenda thereto as listed in the quotation schedules, and by submitting this offer has accepted the Conditions of Formal Written Price Quotation.

By the representative of the Formal Written Price Quotation, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Formal Written Price Quotation 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.

This offer may be accepted by the Employer 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 Formal Written Price Quotation, whereupon the bidder becomes the party named as the Service Provider 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

Signature(s): 

Name(s): DAVID JUNIOR ALARIN MELOUW

Capacity for the Bidder: DIRECTOR

Name of organization: KORAH SERVICES (PTY) LTD

Name and Signature of Witness: A. MELOUW  Date: 16/09/2021

DAILY RATE PER CLEANER TO ASSIST WITH THE REGULAR CLEANING OF FACILITIES TO ENSURE COVID-19 COMPLIANCE

	STELLENBOSCH	PAARL	CERES	WORCESTER	ROBERTSON
Daily rate per Cleaner (Excl VAT)	R 275,00	R 265,00	R 245,00	R 245,00	R 245,00
VAT @ 15% <i>NOT VAT REGISTERED</i>	R 275,00 <i>NIL</i>	R 265,00 <i>NIL</i>	R 245,00 <i>NIL</i>	R 245,00 <i>NIL</i>	R 245,00 <i>NIL</i>
TOTAL daily rate per Cleaner (Incl VAT)	R 275,00 <i>EXCL.</i>	R 265,00 <i>EXCL.</i>	R 245,00 <i>EXCL.</i>	R 245,00 <i>EXCL.</i>	R 245,00 <i>EXCL.</i>

Signature(s): *[Signature]*
 Name of organization KORAH SERVICES (PTY) LTD

Cape Winelands District Municipality
QUOTATIONS
 Opened at 11h00 on
17 SEP 2021
[Signature]
 Witness: *[Signature]*

O.M

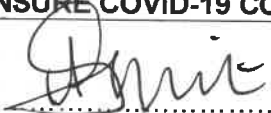
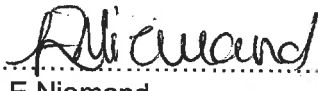
H. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidders 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 Formal Written Price Quotation data and any addenda thereto as listed in the Formal Written Price Quotation schedules as well as any changes to the terms of the offer agreed by the bidder 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 bidder 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 bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

ACCEPTANCE (to be completed by the Cape Winelands District Municipality)	
Q 2021/063: PROVISION OF GENERAL WORKERS TO ASSIST WITH THE REGULAR CLEANING OF FACILITIES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY TO ENSURE COVID-19 COMPLIANCE	
 Ms K Smit Director: Support Services 14/10/2021 Date
 Me. E Niemand Witness 14/10/2021 Date

D.M

I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number
MELOUW	DAVID JUNIOR ALDRIN	0212105570088	

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

<p>LW! Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word <u>tesame</u> met die MBD 6.1 Eisvorm vir punte.</p>	<p>NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card <u>must</u> be submitted <u>with</u> the MBD 6.1 Claim Form.</p>	<p>QAPHELA! Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, kufuneka ukuba isicelo sakho sekopi eqinisekisiweyo ye Balanced Broad-Based Black Economic Empowerment Score Card <u>ihambe</u> kunye nefomu eyi MBD 6.1 Claim Form.</p>
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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>

KORAH SERVICES (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 gebaseerd op **ras**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo ngokobuhlanga.

100 %
- 2.** Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **geslag**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo ngokwesini.

0 %
- 3.** Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **gestremdheid**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo ngokobulwewe.

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)

100 %
- 5.** Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit
 Is your business established within the area of jurisdiction of the District Municipality? In / Out
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle

In/Ngaphakathi
 Uit/Out/Ngaphandle
- 6.** Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee
 Do you make use of local labour (job creation)? Yes / No

Ja/Yes/Ewe
 Nee/No

D.M

J. DECLARATION OF INTEREST – MBD 4 B

(On behalf of the company and its directors/ members/ trustee's/ principle shareholders²)

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

3.1	Full Name of bidder or his or her representative	DAVID JUNIOR ALORIN MELAW - KORAH SERVICES (PTY) LTD
3.2	Identity Number (person submitting this declaration)	021210 5590 088
3.3	Position occupied in the Company (official/director/trustee/s hareholder ²):	DIRECTOR
3.4	Company Registration Number	2021/354447/07
3.5	Tax Reference Number	9565681195
3.6	VAT Registration Number	N/A
3.7	The names of all directors/ members/ trustee's/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below	

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

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

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

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

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

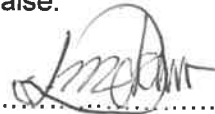
3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	<input checked="" type="checkbox"/> No
3.13.1	If yes, furnish particulars.		

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

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

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

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


Signature

16/09/2021
Date

DIRECTOR
Capacity of Signatory

KORAH SERVICES (PTY) LTD
Name of Bidder/Company/CC Name

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

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

EA
21/09/16

Commissioner of Oaths

Signed and sworn to before me at Worcester

on this the 16th day of September 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 Edgars P. D. D.

Position: Principal Officer

Address: Worcester SAPS
Adderley street 53
Worcester 6850

Tel: 023 218 8600

Apply official stamp of authority on this page:

2021-09-16

STATION COMMANDER
WORCESTER

SOUTH AFRICAN POLICE SERVICE

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

K. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Q2021/063-

(Bid Number and Description)


PROVISION OF GENERAL WORKERS TO ASSIST WITH THE REGULAR CLEANING OF FACILITIES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY TO ENSURE COVID 19 - COMPLIANCE.

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: KORAH SERVICES (PTY) LTD that:
(Name of Bidder)

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

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

 Signature	16/09/2021 Date
DIRECTOR Position	KORAH SERVICES (PTY) LTD Name of Bidder

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

L. REFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)

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

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

1. GENERAL CONDITIONS

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

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

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

1.2 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

4.3 POINTS AWARDED FOR PRICE

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

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

Where

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

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

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

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

6. BID DECLARATION

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted..... %

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

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

9.1 Name of company/firm: KORAH SERVICES (PTY) LTD

9.2 VAT registration number: N/A

9.3 Company registration number: 2021/354447/07

9.4 **TYPE OF COMPANY/ FIRM**

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

CONSTRUCTION TRAFFIC CONTROL & ANY LABOUR INTENSIVE JOB CONTRACTS

9.6 **COMPANY CLASSIFICATION**

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

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: BREED VALLEY MUNICIPALITY

Registered Account Number: RENT OFFICE SPACE

Stand Number: N/A

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

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

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

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. A. Melow A. Melow

2. D. Melow D. Melow

[Signature]

SIGNATURE(S) OF BIDDERS(S)

DATE: 16/09/21

ADDRESS DE NAV STR.
HEXPARK, WORCESTER

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

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.



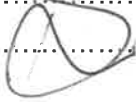
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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


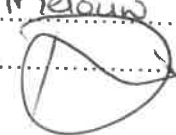
Name	DAVID JUNIOR AADRIN MELOW		
Capacity	DIRECTOR		
Signature			
Company name	KORAH SERVICES (PTY) LTD		
Date	16/09/2021		
Witness 1	A. Melow 	Date	16/09/2021
Witness 2		Date	16/09/2021

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I DAVID JUNIOR ALDRIN MELOW in my capacity as DIRECTOR accept your bid under reference number **Q 2021/063** dated **17/09/2021** 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	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Q 2021/063 PROVISION OF GENERAL WORKERS TO ASSIST WITH THE REGULAR CLEANING OF FACILITIES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY TO ENSURE COVID-19 COMPLIANCE				

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

Signed at Worcester on 16/09/2021
 Name (Print) DAVID JUNIOR ALDRIN MELOW
 Signature 
 Witness 1 A. Melow Melow Date 16/09/2021
 Witness 2  Date 16/09/2021
 Official Stamp

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I **Karina Smit**, in my capacity as **Director Support Services** accept your bid under reference number **Q 2021/063** dated **17/09/2021** 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
Q 2021/063 PROVISION OF GENERAL WORKERS TO ASSIST WITH THE REGULAR CLEANING OF FACILITIES OF THE CAPE WINELANDS DISTRICT MUNICIPALITY TO ENSURE COVID-19 COMPLIANCE	Stellenbosch R 275.00 Paarl R 265.00 Ceres R 245.00 Worcester R 245.00 Robertson R 245.00 Per cleaner	30 June 2021	1

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

Signed at Stellenbosch on 14/10/2021
 Name (Print) Karina Smit
 Signature [Handwritten Signature]
 Witness 1 [Handwritten Signature] Date 14/10/2021
 Witness 2 [Handwritten Signature] Date 14/10/2021


N. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
DAVID-JUNIOR MELOW	05 DENAH STREET		BREED VALLEY
	HEXPARK		MUNICIPALITY
	WORCESTER		

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

DECLARATION:

I, the undersigned (name) DAVID-JUNIOR ANDRIN MELOW
 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

16/09/2021
 Date

DIRECTOR
 Position

KORAH SERVICES (PTY) LTD
 Name of Bidder

O. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs DAVID-JUNIOR ALDRIN MELOW
 acting in his/her capacity as DIRECTOR
 of the business trading as KORAH SERVICES (PTY) LTD
 to sign all documentation in connection with Quotation Q 2021/063

Name of members / directors	Signature	Date
DAVID-JUNIOR ALDRIN MELOW		16/09/2021

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

D.M.

P. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT (SCM) 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 Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12 of 2004)
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.


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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) DAVID JUNIOR ALDRIN MELOUW.....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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


Signature

16/09/2021
Date

DIRECTOR
Position

KORAH SERVICES (PTY) LTD
Name of Bidder

Q. 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	KORAH SERVICES (PTY) LTD

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

NAME OF BANK	FIRST NATIONAL
NAME OF BRANCH	WORCESTER
BRANCH CODE	200407
ACCOUNT NUMBER	62884514186
TYPE OF ACCOUNT	<input checked="" type="checkbox"/> 1 = Cheque <input type="checkbox"/> 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.

D. A. MELOW 16/09/2021 Det 068 555 8958
 INITIALS AND SURNAME: AUTHORIZED SIGNATURE: DATE: TELEPHONE NUMBER:

FOR BANK USE ONLY

<p>I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:</p> <p>.....</p> <p>AUTHORISED SIGNATURE</p>	<p>OFFICIAL DATE STAMP</p>
---	---------------------------------------

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

R. COMPULSORY DOCUMENTATION / CHECKLIST

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


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

Additional documents applicable to this specific quotation: Failure to submit this documentation shall lead to disqualification)				
Company profile Is a company profile attached?	Yes		No	
Compensation for Occupational Injury and Diseases Act Is the letter of Good Standing attached?	Yes	<input checked="" type="checkbox"/>	No	

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

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

I, DAVID JUNIOR ALDRIN MELOUK confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature: 

Date: 16/09/2021

S. REFERENCES

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

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

Company Name	BREEDE VALLEY MUNICIPALITY
Description of project	BUILDING WORKS IN OFFICES
Contact person name	MR COUJANUARY (ORDER NO 1180784)
Contact person telephone number	083 446 2748
Value of project	R132 979,20

Company Name	BREEDE VALLEY MUNICIPALITY
Description of project	MANUFACTURING OF STEELGATE
Contact person name	MRS NELMARI (ORDER NO 1180600 1180609)
Contact person telephone number	076 175 9924
Value of project	R13 398,00

Company Name	BREEDE VALLEY MUNICIPALITY
Description of project	MANUFACTURING OF CONCRETE SLABS
Contact person name	AYANDA SITHOLE (ORDER NO 1181717)
Contact person telephone number	023 348 2965
Value of project	R44 769,50

PLEASE NOTE THERE ARE MORE COMPLETED CONTRACTS DONE.

AGREEMENT OF LEASE

Of office space

Address:

06 Denau Street
Hexpark
Worcester
6850

Made and entered into by and between

Esmarelda Eland

IDENTITY NUMBER: 8310150164080

("Lessor");

and

David-Junior Melouw / Korah Services (PTY) LTD

IDENTITY NUMBER: 021210 5590 08 8

("Lessee").

INTERPRETATION

- 2.1 In this lease, except in a context indicating that some other meaning is intended,
- 2.1.1 "Buildings" means the house and outbuildings on the Property;
- 2.1.2 "Day" means any Day of the week, excluding Sundays and public holidays;
- 2.1.3 "Lease Period" means the period for which this lease continues, including any period for which it is renewed;
- 2.1.4 "Lessor's Equipment" means all fixtures and fittings in the Buildings and forming part thereof as well as the stove which is included in this lease, and (where consistent with the context) includes all possible replacements;
- 2.1.5 "Month" means a calendar Month, and more specifically:
- in reference to a number of Months from a specific date, a calendar Month starting on that date or the same date of any subsequent Month; and
 - in any other context, a Month of the calendar, that is, one of the 12 Months of the calendar; and
 - "Monthly" has the corresponding meaning;
- 2.1.6 "Property" means together with the Buildings and all other improvements to or upon the Property;

- 2.1.7 "Rates" means the assessment Rates payable on the Property which excludes, but not limited to, refuse removal charges, sanitary fees, charges for water, electricity and gas;
 - 2.1.8 "Rent" means the Rental the Lessee must pay to the Lessor for the lease of the Property;
 - 2.1.9 "Year" means a period of 12 consecutive Months starting on the date on which this lease comes into operation or any anniversary of that date;
 - 2.1.10 references to notices, statements and other communications by or from the Lessor include notices by or from the Lessor's agent;
 - 2.1.11 expressions in the singular also indicate the plural, and the other way round;
 - 2.1.12 words and phrases indicating natural persons refer also to juristic persons, and the other way round; and
 - 2.1.13 pronouns of any gender include the corresponding pronouns of the other gender.
 - 2.2 Any provision of this lease placing a restraint, prohibition, or restriction on the Lessee must be interpreted to include the implied term that the Lessee must ensure that everybody occupying or entering the Premises or any other part of the Property or the Building also complies with them; including the family, guests and domestic worker or other employees of the Lessee.
 - 2.3 Clause headings appear in this lease for purposes of reference only and must not influence the proper interpretation of the subject matter.
 - 2.4 This lease must be interpreted and applied in accordance with South African law.
- 3 LEASE AGREEMENT**
- 3.1 The Lessor leases the Property on the terms of this lease to the Lessee.
 - 3.2 The Lessee for the Lease Period has the use of the Lessor's Equipment at no extra cost subject to the terms of this lease relating to it.
- 4 DURATION**
- This lease will commence on the 5th January 2021 and will, subject to the provisions of paragraph 17 below, continue for two (2) years from that date.
- 5 RENT**
- 5.1 The Rent will be:
 - 5.1.1 R 2 500 (TWO THOUSAND FIVE HUNDRED RAND)
for each Month of the first Year of the Lease Period;
 - 5.1.2 an amount for each Month of every following year of the Lease Period which is 5% greater than the amount of the Rent for the last Month of the preceding year.
 - 5.2 Whenever the Rates are increased during the Lease Period, the Lessor may increase the Rent proportionately, by giving the Lessee written notice and the new Rent will be calculated on a Monthly basis. Every such increase in the Rent will take effect on the first day of the Month after the Lessee received notice or the date on which the relevant increase in the Rates takes effect, whichever is the latest.
 - 5.3 The Lessee will pay the Rent Monthly in advance on or before the seventh Day of every Month.

6 PAYMENTS

6.1 All payments due by the Lessee to the Lessor under this lease must be made to the Lessor via electronic transfer:

or to such other person, at such other place, as the Lessor has indicated to the Lessee in writing.

6.2 The Lessee must not withhold, defer, or make any deduction from any payment it owes the Lessor, whether or not the Lessor is indebted to the Lessee or in breach of any obligation to the Lessee.

6.3 The Rent and all other amounts payable by the Lessee under this lease is inclusive of value-added tax (VAT) in so far as it is applicable.

6.4 The Lessee will be liable for interest on all overdue amounts payable under this lease at a rate per annum 3% above the prime rate per annum of _____ Bank, reckoned from the due dates of such amounts until they are respectively paid.

7 DEPOSIT

7.1 On the same date that the Lessee enters into the lease they must pay the Lessor a deposit of R2 500 (TWO THOUSAND FIVE HUNDRED RAND). The Lessor can set off this amount against any amount owed to it in terms of this agreement.

7.2 If the Lessor sets off the deposit amount against amounts due to it, the Lessee must pay in the amount to make up the difference outstanding in terms of the deposit.

7.3 As soon as the Lessee has fulfilled all its obligations in terms of the lease or after the lease has come to an end, the Lessor must refund an amount of the deposit as that has not been applied in terms of the provisions of this Lease, less interest.

8 INSURANCE

8.1 The Lessee must not keep or do anything around the Property that may enhance any of the risks against which the Buildings or the Lessor's Equipment may be insured to the extent that the insurance of the Buildings or the Lessor's Equipment is rendered void or voidable or the premiums of such insurance are, or may be, increased.

8.2 Without prejudice to any other right of action or remedy the Lessor might have in law or this Agreement, the Lessor may claim full payment of the increase in insurance premiums from the Lessee for the Building because of this breach.

8.3 For the purposes of the above provisions, the Lessee may assume that the Building is at all material times insured against:

- risks;
- on terms;
- for amounts; and at
- such premiums,

as are usual in respect of similar Buildings and the contents of similar dwellings.

9 ASSIGNMENT AND SUBLETTING

- 9.1 The Lessee may not, except with the prior written consent of the Lessor:
- 9.1.1 cede or assign (transfer) all or any of the rights and obligations of the Lessee under this lease;
 - 9.1.2 sublet the Property in whole or partly;
 - 9.1.3 give up possession of the Property to any third party;
 - 9.1.4 sublet or give up possession of all or any of the Lessor's Equipment; or
 - 9.1.5 remove or allow to be removed from the Property all or any of the Lessor's Equipment except for repair.
- 9.2 The Lessor must not unreasonably withhold its consent to a subletting of the whole of the Property together with all the Lessor's Equipment.

10 SUNDRY DUTIES OF THE LESSEE

The Lessee will:

- 10.1 keep the Property and all parts thereof clean, tidy, and liveable;
- 10.2 not use the Property or allow it to be used, in whole or part, for any purpose other than that of a private dwelling;
- 10.3 take good and proper care of the Lessor's Equipment and every item thereof, not causing or allowing it to be used for any purpose for which it was not intended;
- 10.4 take all reasonable measures to protect the Property, all parts of it, and the Lessor's Equipment from:
 - abuse,
 - damage,
 - destruction, and
 - theft;
- 10.5 not bring anything onto the Property that might cause damage to the Buildings or the Property because of its weight or other characteristics;
- 10.6 not disobey any of the conditions of title of the Property or any of the laws, rules or regulations affecting owners, tenants or occupiers of the Property;
- 10.7 not cause or commit any nuisance on the Property or cause any annoyance or discomfort to neighbors or the public;
- 10.8 not leave refuse or allow it to accumulate in or about the Property except in adequate refuse bins suitably placed;
- 10.9 not interfere with the electrical, plumbing, or gas installations or systems serving the Property, except as may be necessary to enable the Lessee to carry out its obligations of maintenance and repair in terms of this lease;
- 10.10 not allow more than six persons to reside on the Property at the same time;
- 10.11 keep not more than two live animals on the Property as pets and maintain proper control of them at all times;

- 10.12 not do or display anything which causes the Property to appear unsightly;
- 10.13 take all reasonable measures to prevent blockages and obstructions from occurring in the drains, sewerage pipes and water pipes serving the Property; and
- 10.14 provide at the Lessee's own expense all electric, fluorescent, and incandescent light bulbs required on the Property.

11 MAINTENANCE AND REPAIRS

- 11.1 The Lessee will at his or her own expense and without recourse to the Lessor:
 - 11.1.1 throughout the Lease Period maintain in good order and condition the interiors of the Buildings, including all windows and doors, and the Lessor's Equipment;
 - 11.1.2 promptly repair or make good all damage occurring in or to the interior of any of the Buildings or any of the Lessor's Equipment during the Lease Period, whatever the cause of such damage, and including damage to:
 - any part or item of the Lessor's Equipment, or
 - to any window or door,and replace all the same (as well as any keys) which have been broken, lost or destroyed;
 - 11.1.3 if any item of the Lessor's Equipment is destroyed or damaged beyond repair (whatever the cause of the destruction or damage, but subject to clause 16.4), promptly replace it with a brand new, identical item in good and (where appropriate) working condition or, if an identical cannot be found, one which substantially similar to the original;
 - 11.1.4 take good and proper care of the garden on the Property, including all:
 - lawns;
 - plants;
 - shrubs;
 - trees; and
 - hedges,replacing all such as may die or be damaged (taking seasonal factors into account), carrying out such:
 - watering;
 - cutting;
 - trimming;
 - mowing;
 - pruning;
 - fertilising; and
 - other gardening activities;as may reasonably be required,

and supplying all the fertiliser and other substances necessary for these purposes;

11.1.5 when the lease terminates return the Property to the Lessor in good order, condition and repair, fair wear and tear excepted;

11.1.5.1 the Property and all parts thereof, together with the landlord's fittings and all keys; and

11.1.5.2 the Lessor's Equipment and all items thereof (similarly with keys where applicable).

11.2 If the Lessee notifies the Lessor in writing within 7 (seven) days after having taken possession of the Property that the Property or any of the Lessor's Equipment needs repairs or of the fact that any part of the Property or the Buildings, including any:

- lock;
- key;
- door; or
- window;
- any of the Lessor's Equipment;
- any other improvement on or to the Property,

is damaged, missing, or out of order, the Lessor must repair or replace the defective item at its own expense.

If or in so far as the Lessee does not give such notice, the Lessee will be regarded as having acknowledged that the Property, the Buildings, all parts of it, the Lessor's Equipment, and all its items, were intact, in place, and in good order, condition and repair when the Lessee took possession of the Property under this lease.

11.3 The Lessor is responsible for the maintenance of, and for all repairs and replacements becoming necessary to, the roofs and outside walls of the Building, and the Lessor's obligations in this respect will include the maintenance and repair of the structure of the Buildings, and all systems, works and installations contained in it, but excluding the monthly charges levied for the burglar alarm or security system.

11.4 The Lessor may not, however, be in breach of clause 11.3 if those obligations are not or cannot be fulfilled because of any *vis maior* (act of God or nature) or the acts or omissions of others over whom the Lessor has no direct authority or control. Where the Lessor is indeed in breach of clause 11.3, the Lessee's only remedy against the Lessor is a right of action for specific performance.

11.5 If the Lessee fails to carry out any of its obligations under this lease with regard to any maintenance, repair, or replacement, the Lessor may, without prejudice to any of its other rights or remedies, to do a maintenance, repair, or replacement and to recover the cost of it from the Lessee on demand.

12 ALTERATIONS, ADDITIONS AND IMPROVEMENTS

12.1 The Lessee may not make any alterations or additions to any of the Buildings, the Property, any part of it, or any item of the Lessor's Equipment without the Lessor's prior written consent. The Lessor must not withhold its consent unreasonably to any such alteration or addition which is of a minor nature and not structural.

12.2 If the Lessee does alter, add to, or improve the Premises in any way, the Lessee must, if the Lessor requires it in writing, restore the Premises to its original condition after the lease

terminates. The Lessor's request for restoration must be given no later than the thirty days after the Lessee has given the Premises back to the Lessor after termination of this lease. This clause must not be interpreted to exclude any other remedy which the Lessor may have for a breach by the Lessee of clause 13.1.

12.3 Except for any improvement which is removed from the Property as required by the Lessor in terms of clause 12.2, all improvements made on or to the Property will belong to the Lessor and may not be removed from the Property. The Lessee will never have any claim against the Lessor for compensation for any improvement or repair to the Property or the Lessor's Equipment, or a right of retention in respect of any improvements.

13 EXCLUSION OF LESSOR FROM CERTAIN LIABILITY AND INDEMNITY

13.1 The Lessee will have no claim for damages against the Lessor and may not withhold or delay any payment due to the Lessor by reason directly or indirectly of:

- a breach by the Lessor of any of its obligations under this lease;
- any act or omission of the Lessor or any agent or servant of or contractor to the Lessor, whether or not negligent, or otherwise actionable at law, and including (without limiting the generality of the above) any act or omission of any cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard, or commissionaire (uniformed worker);
- the condition or state of repair at any time of the Property, the Buildings, or any part of the Property or the Buildings;
- any failure or suspension of, or any interruption in, the supply of water, electricity, gas, air-conditioning, heating, or any other amenity or service to the Property or any of the Buildings, whatever the cause;
- any breakdown of, or interruption in the operation of, any:
 - machinery;
 - plant;
 - equipment, installation;
 - system,

in or on, or serving, the Property or any part of it or any of the Buildings, including any plant or any:

- geyser;
- boiler;
- burglar alarm, or security installation or system.

13.2 The Lessor is, however, not excused from specific performance of any of its obligations under this lease, whether express or implied. This particularly refers to its obligations to give the Lessee occupation and enjoyment of the Premises and to do maintenance and repairs as set out in this Agreement and:

- if the Lessor fails to carry out any such obligation of maintenance or repair with reasonable speed or efficiency, and
- persists in such default after receiving reasonable notice in writing to do so,

- the Lessee may do or cause the necessary maintenance or repair (including any incidental or necessary replacement) and
- may then recover the reasonable cost of this from the Lessor on demand.

14 LESSOR'S RIGHTS OF ENTRY AND CARRYING OUT OF WORKS

14.1 The Lessor's representatives, agents, employees and contractors may at all reasonable times, without it giving rise to any claim or right of action on the part of the Lessee or any other occupier of the Premises:

- enter the leased Premises in order to:
 - inspect them,
 - carry out any necessary repairs, replacements, or other works, or
 - to perform any other lawful function in the *bona fide*(good faith) interests of the Lessor or any of the occupiers of the Property; or
- carry out any necessary repairs, replacements or other works elsewhere in the Building or on the Property,

but the Lessor must ensure that this right is exercised with regard for and a minimum of interference with the beneficial enjoyment of the Premises by those who occupy it.

14.2 The Lessor may not, however, cause or allow any major building works to be carried out anywhere on the Property for longer than 6 months from the date on which the building starts unless:

- such works are necessary and do not merely involve additions to the Building, the construction of additional buildings, or redecorations which are merely aesthetic (visual); or
- the Lessee has consented otherwise in writing.

15 DAMAGE TO OR DESTRUCTION OF PREMISES

15.1 If the Premises are destroyed or so damaged that they can no longer be beneficially occupied, this lease will terminate when that happens, unless the parties agree in writing otherwise.

15.2 If the Premises are significantly damaged but can still be beneficially occupied, this lease will continue and the Lessor must repair the damage without delay. The rent must then be abated (lessened) to compensate the Lessee fairly for the effects on the enjoyment of the Premises of the damage and repair work.

- If there is no agreement about the abatement or application of the above clause to any particular circumstances, the parties must refer the matter to an expert appointed jointly by the parties jointly. If however they cannot agree on the appointment of a person, the President of the Institute of Estate Agents of South Africa will appoint one and the decision of such expert will be final and binding.
- The expert's fees and disbursements, including any inspection costs, must be paid by the parties in equal shares.
- Pending determination of the abatement the Lessee must continue to pay the full rent for the Premises as if they had not been damaged (or be excused from the payment of rent for the Premises), and as soon as the matter has been resolved the Lessor must make the appropriate repayment to the Lessee (or the Lessee shall make up the arrears in the rent as abated).

- 15.3 If either of the Parties caused any damage or destruction to the Premises, the other may still pursue another alternative or additional action or remedy, despite clauses 15.1 and 15.2.

16 SPECIAL REMEDY FOR BREACH

- 16.1 In the event that the Lessee defaults in any payment due under this lease or breaches any other terms which can be construed as a material failure by the lessee to comply with the provisions of the lease, and fails to remedy such default or breach within 20 business days after receiving a written demand that it be remedied, the lease will be deemed to have been cancelled without further notice and the Lessor may will be entitled to take back possession of the Premises and recover damages from the Lessee, which will include rental payments until such time as a replacement lessee is found, as well as the Lessee's attorneys fees on an attorney and client scale, together with interest and collection commission, without affecting any other rights or remedies the Lessor may have.

- 16.2 If the Lessor cancelled this lease justifiably but the Lessee remains in occupation of the Premises, with or without disputing the cancellation, and continues pay rent and any other amounts which would have been payable to the Lessor if it was not for the cancellation, the Lessor may accept these payments without prejudice to and without affecting the cancellation, as if they had been payments on account of the damages suffered by the Lessor by reason of the Lessee's unlawful occupation.

17 CANCELLATION OF LEASE

- 17.1 The lease shall expire on the last date mentioned in paragraph 4 above and the Lessor shall send a notice to the Lessee advising him of the expiry of the Lease. This notice will be sent not more than 80 and not less than 40 business days before the lease terminates.

- 17.2 If the lease is not terminated by the Lessor in terms of paragraphs 16.1 or 17.1 above, or by the Lessee in terms of 17.4 below, then the lease will continue automatically on a month-to-month basis upon the same terms and conditions, except for the rental which will be increased as set out in paragraphs 5.1.2 and 5.2 above. In the event of the lease continuing as aforesaid, either the Lessor or the Lessee may give the other party 1 (one) month's notice to terminate the lease.

- 17.3 The lease will however, not continue automatically as aforesaid while the Lessee is in breach or default of any of the terms of this lease.

- 17.4 The Lessee may cancel the lease at any time during the Lease Period by giving the Lessor 20 business days' notice in writing, provided that the Lessee shall, in such event, be liable to pay to the Lessor on or before the date upon which the lease shall end in terms of the early termination, a reasonable cancellation penalty equal to the following, which the Lessee agrees to be reasonable in the circumstances:

Lease Period	Notice given	Cancellation Fees to be paid by TENANT
> 50%	Between 20 and 40 business days	3 x monthly rent + all rent and services up to termination + any damages to the premises.
> 50%	More than 40 business days	2,5 x monthly rent + all rent and services up to termination + any damages to the premises.
< 50%	Between 20 and 40 business days	2 x monthly rent + all rent and services up to termination + any damages to the premises.
< 50%	More than 40 business days	1,5 x monthly rent + all rent and services up to termination + any damages to the premises.

17.5 The Lessor, acting diligently, will try his best to find another tenant for the remaining period of the Lease. The Lessee will be allowed to assist the Lessor to find a new tenant for the premises in order to minimize the cancellation fee. Any such replacement tenant must, however, comply with the screening- and creditworthiness criteria of the Lessor.

17.6 In the event of the Lessee vacating the premises before an acceptable replacement tenant could be found, the cancellation fee will become due on the date of exit and the Lessee expressly authorizes the Lessor to deduct such amount from the deposit and undertakes to immediately pay any shortfall due. If an acceptable replacement tenant is found before the Lessee vacates, no cancellation fee will be charged and the Lessee will only be liable to pay for all rent and services up to the date of termination of the Lease.

18 NEW TENANTS AND PURCHASERS

The Lessee must at all reasonable times

18.1 during the Lease Period, allow prospective purchasers of the Property or of any shares or other interests in the Lessor; and

18.2 during the last Two Months of the Lease Period, allow prospective tenants or purchasers of the Premises, to enter and view the interior of the Premises.

19 COSTS

The legal costs for preparing this lease will be the responsibility of the Lessee.

20 DOMICILIA AND NOTICES

20.1 The parties choose as their domicilia citandi et executandi (address for legal notices) the addresses mentioned in clause 20.2 below. A party can change its such domicilium of either party may be changed by giving the other party written notice from such party to the other party with effect from the date of receipt or deemed receipt by the party to whom it was sent.

20.2 Addresses:

20.2.1 The Lessor: **05 Denau Street | HexPark | Worcester | 6850**

20.2.2 The Lessee: The Property

20.3 Any notice, demand or other communication properly addressed by either party to the other at their chosen domicile and sent by prepaid registered post will be deemed to be received by the other party on the seventh business day following the posting date. This does not exclude other ways and methods (including fax) for the transmission or delivery of notices, acceptances, demands and other communications, but no presumption of delivery will arise if any such other means or method is used.

21 WHOLE AGREEMENT

21.1 This is the entire agreement between the parties on the subject.

21.2 Neither party relies in entering into this lease upon any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this agreement as warranties or undertakings.

21.3 No variation or consensual cancellation of this lease will be of any force unless reduced to writing and signed by both parties.

22 NON-WAIVER

22.1 No extension of time or indulgence must be interpreted as a waiver (giving away) of any right in terms of this lease that one party may have against the other.

22.2 The failure of either party to comply with any non-material provision of this lease will not excuse the other party from performing its obligations fully and on time.

23 WARRANTY OF AUTHORITY

The person signing this lease on behalf of the Lessor expressly warrants his authority to do so.

24 SALE OF PREMISES

24.1 The validity of this lease will not in any way be affected if the Lessor sells the Premises.

24.2 The Premises will remain in full force, upon registration of transfer of the Premises into the name of the purchaser, except that the purchaser will be substituted as lessor and acquire all rights and responsibilities under the lease in the same way as the current Lessor.

25 TERMINATION BY DEATH OR INSOLVENCY

25.1 This lease will not terminate with the death of either the Lessor or the Lessee. The executor of the deceased Lessee's estate will have the option, depending upon the circumstances of the estate, either to:

- abide by the contract for the remainder period of the lease (the successor or successors of the Lessee assuming his rights and obligations) or
- to cancel this lease by giving the Lessor One Months written notice of termination, such notice to be given not more than One Months after the death of the Lessee.

25.2 The insolvency of either the Lessor or the Lessee will not terminate this lease. However, the trustee of the Lessee's insolvent estate will have the option to terminate this lease by giving the Lessor written notice. If the trustee does not within three Months of his appointment as trustee

notify the Lessor that he wants to continue with the lease on behalf of the estate, he will be deemed to have terminated the lease at the end of the three Months.

SIGNED at WORCESTER on this 5 JANUARY 2021 in the presence of the undersigned witnesses
Witnesses:

1 H. Orling
2 R. P. Co
(Signatures of witnesses)

E. Elonci
(Signature of Lessor)

SIGNED at WORCESTER on this 5 JANUARY 2021 in the presence of the undersigned witnesses
Witnesses:

1 H. Orling
2 R. P. Co
(Signatures of witnesses)

J. M. Orling
(Signature of Lessee)

PROFILE OF KORAH SERVICES (PTY) LTD

SCOPE OF WORKS

1. Civil Construction
2. Building Construction
3. Traffic Accomodation
4. Labour Intensive works

LOCATION

Within the borders of the Cape Winelands Municipal District. (Breede Valley Municipality)

BEEE

135%

COMPLETED CONTRACTS

ATTACHED- PROFILE OF EXECUTIVE DIRECTOR

DAVIE MELOUW

DAVIE HIDRICK

A professional and dynamic leader who possess significant senior management experience which has been gained in both the public and private sectors.

Davie has a track record of delivering commercial results and pushing organisations to the next stage of their development. He is an intellectual and very commercially astute individual who can assist any Board in the development and implementation of both short and long term goals.

My duties as an Executive Director:

1. Keeping the Board informed, on a timely basis of significant and important issues.
2. Driving productivity and ensuring the smooth flow of business whilst ensuring its legalit safety and security.
3. Developing and implementing innovative systems to deliver even better performance at lower cost.
4. Defining the company's operational strategy, processes and procedures.
5. Chairing company audit and finance board meetings.
6. Influencing the strategic direction of the business.
7. Assisting with the hiring of quality staff and then retaining them.
8. Providing an advisory service to senior managers.
9. Increasing the operational efficiency of all company departments.
10. Building strong relationships and connections with partner organisations.

Projects

Haw & Inglis

Subcontracting | 2002 - 2018

1. 2003/4 Traffic Accommodation
Boland / Overberg
(Contract Value - R1 400 000.00)

2. 2005 Traffic Accommodation
Glen Heatlie / Sanhills (N1)
(Contract Value - R900 000.00)

3. 2005/6 Traffic Accommodation
Touwsriver JV (N1)a
(Contract Value - R1 600 000.00)

4. 2007/8 Traffic Accommodation
Laingsburg (N1)
(Contract Value - R2 300 000.00)

5. 2007/9 Traffic Accommodation
Wellington/Gouda
(Contract Value - R2 300 000.00)

6. 2008/9 Traffic Accommodation
Noupoort
(Contract Value - R9 200 000.00)

7. 2008/9 Traffic Accommodation
Middelburg
(Contract Value - R3 200 000.00)

8. 2009/11 Traffic Accommodation
Hospital Bend, Cape Town (N2)
(Contract Value - R1 800 000.00)

9. 2010 Traffic Accommodation
Piekenierskloof
(Contract Value - R900 000.00)

10. 2010/11 Traffic Accommodation
Garies
(Contract Value - R2 200 000.00)

Skills

- Have a logical mind and able to quickly comprehend balance sheets and statistics.
- Delivering organisational change.
- Strong academic record with extensive project management certification.
- Project management skills and experience.
- Proven track record of leading and developing teams.

Languages

English, Afrikaans

Interest

Music, Travelling

Others

Drivers Licence: Code C

References

Annelene Melouw
PDI Industrial Services
076 686 1010
vibrantm9@gmail.com

Dimitri Eland
Golden Rewards 1172 CC
081 456 9534

11. 2010/11 Traffic Accommodation

Wolmaransstad (N12)

(Contract Value - R2 700 000.00)

12. 2011/12 Traffic Accommodation

Calvinia

(Contract Value - R2 400 000.00)

13. 2011/12 Traffic Accommodation

Bloemhof (N12)

(Contract Value - R2 300 000.00)

14. 2014 Traffic Accommodation

Okiep (N7)

(Contract Value - R900 000.00)

Fair Brothers

Subcontracting | 2009 - 2009

2009 Traffic Accommodation

Florence to De Doorns (N1)

(Contract Value - R400 000.00)

Guncrete

Subcontracting | 2010 - 2010

2010 Traffic Accommodation

Sir Lowrys Pass

(Contract Value - R200 000.00)

Penny Farthing

Subcontracting | 2009 - 2009

Traffic Accommodation

Sandhills (N1)

(Contract Value - R300 000.00)

Roadmac Surfaces

Subcontracting | 2010 - 2011

1. Traffic Accommodation

Florence (N1)

(Contract Value - R1 600 000.00)

2. Traffic Accommodation

Bonnievale

(Contract Value - R1 600 000.00)

Power Construction

Subcontracting | 2011 - 2014

1. 2011/14 Traffic Accommodation

Worcester / Wolseley

(Contract Value - R17 000 000.00)

2. 2011/12 Traffic Accommodation

Albertinia

(Contract Value - R1 400 000.00)

3. 2013/14 Traffic Accommodation

R45

(Contract Value - R900 000.00)

4. 2013/14 Traffic Accommodation

R44 - Wellington

(Contract Value - R1 100 000.00)

5. 2014 Manufacturing of Road signs

Satari Project

(Contract Value - R204 000.00)

6. 2015/2017 Traffic Accommodation

Suid-Agter Paarl

(Contract Value - R4 700 000.00)

7. 2015 Manufacturing Road signs

Suid-Agter Paarl

(Contract Value - R160 000.00)

Actophambili

Subcontracting | 2015 - 2020

1. 2015/6 Traffic Accommodation

Wolseley

(Contract Value - R1 100 000.00)

2. 2015 Manufacturing of Road signs

Wolseley

(Contract Value - R200 000.00)

3. 2015 Manufacturing of Road signs

Ceres

(Contract Value - R180 000.00)

4. 2015/6 Traffic Accommodation

Witzenberg Area

(Contract Value - R900 000.00)

5. 2016 Manufacturing of Road signs


Citrusdal

(Contract Value - R133 000.00)

6. 2017 Manufacturing of Road signs

Herbertsdale

(Contract Value - R142 000.00)



Davie Hidrick Melouw



Companies and Intellectual
Property Commission
a member of the dti group

COMPANIES AND INTELLECTUAL PROPERTY COMMISSION REPUBLIC OF SOUTH AFRICA

FORM COR 14.3 - REGISTRATION CERTIFICATE

Issue date: 27/01/2021
Print date: 28/01/2021
Customer code: D22014
Tracking number: 9340182504

Concerning

KORAH SERVICES (Pty) Ltd 2021/354447/07

The above company has been registered in terms of section 14 of the Companies Act, 2008.

In accordance with the Notice of Incorporation, the registration of the company takes effect on 27/01/2021.

In conjunction with this certificate, the Commission has not issued another notice contemplated in section 12 (3).

Commissioner: CIPC

About this Notice

This Notice is issued in terms of section 14 of the Companies Act, 2008, and Regulation 14 of the Companies Regulations, 2011. If the Commission has altered the name of the company, in terms of section 14 (2) (b), the company may file an amended Notice of Incorporation to change the name.

If the Commission has issued a Notice of a Potentially Contested Name in conjunction with the Certificate, the company must serve that Notice on each person identified in the Notice, and any such person has the right to challenge the use of the name, by the company.

The Companies and Intellectual Property Commission of South Africa

P.O. Box 429, Pretoria, 0001, Republic of South Africa

Docex 256, Pretoria

Contact centre 086 100 2472

www.cipc.co.za



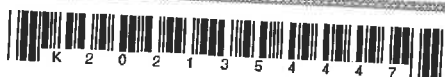
**Certificate issued by the Companies and Intellectual Property Commission
on Thursday, January 28, 2021 05:01
Registration Certificate**



Companies and Intellectual
Property Commission
a member of the cipi group

Registration number	2021 / 354447 / 07
Enterprise name	KORAH SERVICES (PTY) LTD
Enterprise shortened name	NOT APPLICABLE
Enterprise translated name	NOT APPLICABLE
Registration date	27/01/2021
Business start date	27/01/2021
Enterprise type	PRIVATE COMPANY
Enterprise status	IN BUSINESS
Financial year end	FEBRUARY
Type of MOI	STANDARD (COR15.1A)
Main business/main object	BUSINESS ACTIVITIES NOT RESTRICTED.
Postal address	05 DENAU STREET HEXPARK WORCESTER WESTERN CAPE 6850
Address of registered office	05 DENAU STREET HEXPARK WORCESTER WESTERN CAPE 6850

The Companies and Intellectual Property Commission of South Africa
P.O. Box 429, Pretoria, 0001, Republic of South Africa
Docex 256, Pretoria
Contact centre 086 100 2472
www.cipc.co.za



**Certificate issued by the Companies and Intellectual Property Commission
on Thursday, January 28, 2021**

Registration Certificate



Companies and Intellectual
Property Commission
a member of (fsc) group

Registration number 2021/354447/07
Enterprise name KORAH SERVICES (PTY) LTD

Auditors

Directors

Surname and first names	Status	ID number or date of birth	Director type	Appointment date	Addresses
MELOUW, DAVID-JUNIOR ALDRIN	ACTIVE	0212105590088	DIRECTOR	27/01/2021	Postal 05 DENAU STREET, HEXPARK, WORCESTER, WESTERN CAPE, 6850 Residential 05 DENAU STREET, HEXPARK, WORCESTER, WESTERN CAPE, 6850

The Companies and Intellectual Property Commission of South Africa
P.O. Box 429, Pretoria, 0001, Republic of South Africa
Docex 256, Pretoria
Contact centre 086 100 2472
www.cipc.co.za



K 2 0 2 1 3 5 4 4 4 7 1




9 3 4 0 1 8 2 5 0 4

REPUBLIC OF SOUTH AFRICA
NATIONAL IDENTITY CARD

Surname
MELOUW
Names
DAVID JUNIOR ALDRIN
Sex
M
Nationality
RSA
Identity Number
0212105590088
Date of Birth
10 DEC 2002
Country of Birth
RSA
Status
CITIZEN

Signature






Conditions: This card has been issued by the Department of Home Affairs in terms of the Identification Act, Act 68 of 1997
Date of Issue: 02 DEC 2019

If found please return to the Department of Home Affairs
For enquiry or verification purposes contact 0800 90 11 90

RSA

112197801





TAX COMPLIANCE STATUS

PIN Issued

KORAH SERVICES (PTY) LTD
05 DENAU STREET
HEXPARK
WORCESTER
6850

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: 9565681195
Case Number: 380482191
Issue Date: 2021/04/07

Always quote this reference number when contacting SARS

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

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

TCS Details:	
Taxpayer Name	Korah Services (Pty) Ltd
Trading Name	KORAH SERVICES (PTY) LTD
Tax Reference Number(s)	IT - 9565681195
Purpose of Request	Tender
Request Reference Number	0047341502TS0704211219338
PIN	D1178D82D8
PIN Expiry Date	07/04/2022

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

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

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

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

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

Sincerely

ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE

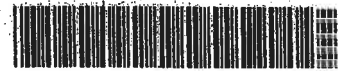


Name: KORAH SERVICES (PTY) LTD
Tax reference No: 9565681195
Form ID: RFDTCS
Content Version: v2013.01.01
Timestamp: 16715827
Year: 2021
Page of Page: 01/01
Template version: v2013.01.01



labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA



202004052

CALL CENTER NO: 0860 105 350

REG NO 096001289122
FAX NO 0123456789
ISSUE DATE 2021-04-13
CERTIFICATE NO 202004052

KORAH SERVICES
5 Denau Street
Worcester
6850

LETTER OF GOOD STANDING

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

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

KORAH SERVICES

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

Nature of business: STEEL CONSTRUCTION & ERECTION, RIGGING, ROPE ACCESS

Expiry date :2022-04-30

IMPORTANT NOTICE

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

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

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

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

Yours faithfully

COMPENSATION COMMISSIONER

W.A. 48

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



Compensation Fund

MAKING A BETTER FUTURE



the dti

Department:
Trade and Industry
REPUBLIC OF SOUTH AFRICA



Companies and Intellectual
Property Commission

a member of the dti group

B-BBEE CERTIFICATE FOR EXEMPTED MICRO ENTERPRISES

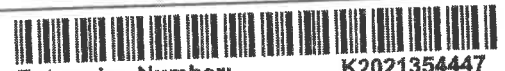
Issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry. Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less.

This Certificate serves as an Affidavit in terms of Code Series 000, Section 4.5 of the Amended Codes 2013.



Tracking Number:

9340285525



Enterprise Number:

K2021354447

B-BBEE LEVEL 1 CONTRIBUTOR: 135% PROCUREMENT RECOGNITION

B-BBEE INFORMATION

Certificate Number	9340285525
Total Number of Shareholders	ONE (1) SHAREHOLDER(S)
Number of Black Shareholders	ONE (1) BLACK SHAREHOLDER(S)
Number of White Shareholders	ZERO (0) WHITE SHAREHOLDER(S)
Black Ownership Percentage	100% BLACK OWNERSHIP
Black Female Percentage	0% BLACK FEMALE OWNERSHIP
White Ownership Percentage	0% WHITE OWNERSHIP
B-BBEE Status	B-BBEE LEVEL 1 CONTRIBUTOR: 135% PROCUREMENT RECOGNITION
Date of Issue	28-January-2021
Expiry Date	27-January-2022

- Unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution: **100%**
- Black people who are youth as defined in the National Youth Commission Act of 1996: **100%**
- Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act: **0%**
- Black people living in rural and under developed areas: **0%**
- Black military veterans who qualify to be called a military veteran in terms of the Military Veterans Act 18 of 2011: **0%**

ENTERPRISE INFORMATION

Registration number	2021 / 354447 / 07
Enterprise Name	KORAH SERVICES (PTY) LTD
Registration Date	27-January-2021
Enterprise Type	Private Company
Enterprise Status	In Business

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

Postal Address: Companies
P O Box 429
Pretoria
0001

Docex: 256
Web: www.cipc.co.za
Contact Centre: 086 100 2472(CIPC)
Contact Centre (International): +27 12 394 9500





FNB
First National Bank



Date: 2021-02-11

To whom it may concern

ACCOUNT CONFIRMATION LETTER

We confirm that **KORAH SERVICES (PTY)LTD**

trading as **n/a**

with identification/registration number **2021/354447/07** ("the account holder") holds the following account with First National Bank, a division of FirstRand Bank Limited ("FNB"):

Account Type	Business cheque	Account Number	62884514186
Branch Code	200407	Branch Name	Worcester
Swift Code	FIRZAJJ	Date Opened	2021-02-08

FNB issues this letter at the specific request of the account holder and for informational purposes only. This letter serves only to confirm that the above information is, according to the records available to FNB, factually correct as at the date of this letter.

Accordingly, FNB provides no warranties, guarantees, assurances or undertakings of any nature in connection with the above information, the account and/or the account holder, cannot be held responsible for any reliance which may be placed on this letter.

Without limiting the above in any way:

- (i) This letter does not constitute a letter of guarantee or a letter of credit.
- (ii) This letter does not imply or infer in any way that FNB has reserved the funds held in the account in favour of any person, nor that FNB has placed a hold on or limited the amount available in the account. The amount available in the account may change at any time without prior notice to you; and
- (iii) FNB will not be held responsible for any change in the information contained in this letter.

This letter is issued to you without any liability for FNB or its employees. You are to treat this letter as confidential.

Should you have any queries, please visit our website www.fnb.co.za or feel free to contact us on 087 575 9404.