

8/1/R + 6/1/3/2



# CAPE WINELANDS DISTRICT

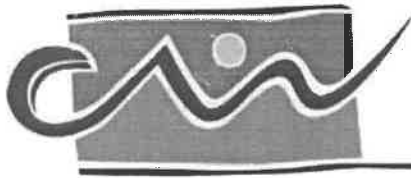
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

## ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

- 1. T 2020/061: SUPPLY AND DELIVERY OF HYGIENE PRODUCTS AND PERSONAL PROTECTIVE EQUIPMENT FOR THE PERIOD ENDING 30 JUNE 2021 X 3
- 2. Q 2021/007: CATERING FOR THE GRADE 12 TOP ACHIEVERS EVENT, BOLAND CRICKET GROUND, PAARL
- 3. Q 2021/021: SUPPLY AND DELIVERY OF NEW COLLAPSIBLE TANKS
- 4. Q 2021/038: GRAPHIC DESIGNER SERVICES FOR A 12 MONTH PERIOD
- 5. Q 2021/058: SUPPLY AND DELIVERY OF RATION PACKS
- 6. Q 2021/061: MAINTENANCE OF RADIO HIGH-SITES, INCLUDING MOBILE AND PORTABLE RADIOS
- 7. Q 2021/068: CONVERT TRAILER INTO MOBILE FRIDGE / FREEZER UNIT
- 8. Q 2021/075: SUPPLY AND DELIVERY OF CHAIRS
- 9. Q 2021/077: SUPPLY AND DELIVERY OF FILE FOLDERS, FILE STORAGE BOXES AND ARCHIVE STORAGE BOXES WITH LIDS
- 10. Q 2021/093: SUPPLY AND DELIVERY OF FIRE FIGHTING PUMPS

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

Received by [Signature] Date 21/02/2022



**Q 2021/075**  
**SUPPLY AND DELIVERY OF CHAIRS**

COMPANY NAME: MEMOTEK TRADING CC  
POSTAL ADDRESS: 13 BAY WAY  
TABLE VIEW  
CAPE TOWN

**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 2021/075**  
**SUPPLY AND DELIVERY OF CHAIRS**

---

**Table of Contents**

A. QUOTATION NOTICE .....	3
B. GENERAL CONDITIONS AND INFORMATION .....	4
C. NATIONAL TREASURY - GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT .....	15
D. APPLICATION OF PREFERENCE POINT SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 .....	26
E. INVITATION TO BID - MBD1 .....	27
F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE.....	29
G. FORM OF OFFER .....	31
H. ACCEPTANCE .....	32
I. QUESTIONNAIRE .....	33
J. DECLARATION OF INTEREST – MBD 4 B .....	34
K. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9).....	39
L. REFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1) .....	41
M. CONTRACT FORM – PURCHASE OF GOODS/WORKS (MBD 7.1).....	46
PART 1 (TO BE FILLED IN BY THE BIDDER).....	46
N. MUNICIPAL RATES AND SERVICES .....	48
O. AUTHORITY FOR SIGNATORY .....	49
P. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT (SCM) PRACTICES (MBD 8) .....	50
Q. CREDIT ORDER INSTRUCTION.....	52
R. COMPULSORY DOCUMENTATION / CHECKLIST.....	53
S. REFERENCES .....	54
T. MBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS.....	55

## A. QUOTATION NOTICE

---

Formal Written Price Quotations are hereby invited for the supply and delivery of office chairs and furniture.

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

**IMPORTANT NOTICE:** This quotation is subject to Regulation 8 "Local Production and Content" of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (No. R.32 dated 20 January 2017). Submitting of MBD 6.2 is compulsory. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement.

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](http://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 Wednesday, 24 November 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.

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](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.

## **32. 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.

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

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

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

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

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

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

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

---

The purpose of this document is to:

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

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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

## **2. APPLICATION**

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

## **3. GENERAL**

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

## **4. STANDARDS**

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

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

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

## **6. PATENT RIGHTS**

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

## **7. PERFORMANCE SECURITY**

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

## **8. INSPECTIONS, TESTS AND ANALYSES**

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

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

## **9. PACKING**

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

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

## **10. DELIVERY AND DOCUMENTS**

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

## **11. INSURANCE**

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

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

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

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

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

#### **14. SPARE PARTS**

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

#### **15. WARRANTY**

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

#### **16. PAYMENT**

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

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

## **17. PRICES**

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

## **8. VARIATION ORDERS**

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

## **19. ASSIGNMENT**

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

## **20. SUBCONTRACTS**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

## **22. PENALTIES**

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

## **23. TERMINATION FOR DEFAULT**

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

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

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

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

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

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

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

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

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

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for 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**

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

**34. AMENDMENT OF CONTRACTS**

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

**35. PROHIBITION OF RESTRICTIVE PRACTICES**

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

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

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

**Regulation R.32 of 20 January 2017 provides for a preference points system**

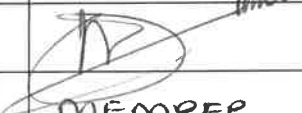
**80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]**

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 2021/075	Closing date:	24/11/2021	Closing time:	11h00
Description	SUPPLY AND DELIVERY OF CHAIRS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH</b>					
<b>SUPPLIER INFORMATION</b>					
Name of bidder	MEMOTEK TRADING CC				
Postal address	13 BAY WAY, TABLE VIEW, (CAPE TOWN, 7441				
Street address	13 BAY WAY, TABLE VIEW, (CAPE TOWN, 7441				
Telephone number	Code	021	Number	556 7435	
Cell phone number	076 313 0133				
E-mail address	johnmillion32@yahoo.co.uk				
VAT registration number	4520239858				
Tax compliance status	TCS PIN:	G82C76524	OR	CSD No:	MAAA 0140144
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 checked="" type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	Are you a foreign based supplier for the goods / services / works offered?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered	TWO		Total bid price	R 51865.00	
Signature of bidder			Date	17/11/2021	
Capacity under which this bid is signed	MEMBER				
<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>					
Contact person	Wayne Josias				
Telephone number	021 888 5822				
E-mail address	josias@capewinelands.gov.za				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED</b>					
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**

*(LOCAL SUPPLIER)*

- 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): JOHN MKHON .....

Capacity for the Tenderer: MEMBER .....

Date: 17/11/2021 .....

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

---

### **1. BACKGROUND**

The Department: Fire Services invites Formal Written Price Quotations for the supply and delivery of chairs.

Delivery costs must be included in the quoted prices.

Please submit a brochure of your proposed item.

### **2. LOGISTICAL REQUIREMENTS**

The successful supplier(s) must supply and deliver the chairs and furniture to various offices of the Cape Winelands District Municipality within seven (7) days of receiving the order to do so, or within a period to be mutually agreed upon between the successful supplier(s) and the Cape Winelands District Municipality.

### **3. REMUNERATION**

- No upfront payments will be made.
- Payments to the service provider(s) will only be effected on successful delivery of the office chairs and furniture.
- Any fees or remuneration are inclusive of Value Added Tax.

### **4. EVALUATION**

Evaluation will be done per item.

### **5. LOCAL PRODUCTION AND CONTENT**

This quotation is subject to Regulation 8 "Local Production and Content" of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (No. R.32 dated 20 January 2017). Submitting of MBD 6.2 is compulsory. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement.

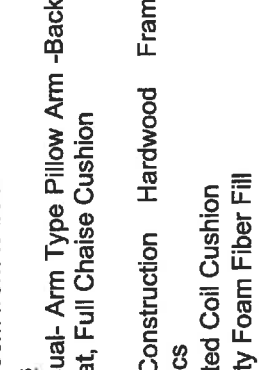
The Declaration Certificate for Local Production and Content (MBD 6.2) together with the Annexures C, D & E must be completed, duly signed and submitted with the bidder.

Bidders must clearly indicate in their bids the quantities to be supplied and the level of local content for each product.

The below products are to be 70% local content unless exemption has been obtained from DTI. Relevant supporting documentations must accompany all bid documentation (DTI exemption letters; SANS Certificate of Conformance from Manufacturer; Local Content Certification, etc.).

Rest room chairs	100%
High Back Chairs	65%

**6. SPECIFICATIONS**

Quotation number	Description	Delivery address	Specifications	Estimated Quantity
Q 2021/075 A	Rest Room Chairs	Fire Station Constitution Street Robertson 	<p><u>Dimensions</u></p> <ul style="list-style-type: none"> <li>➤ Width = 88cm side to side</li> <li>➤ Height = 98cm bottom to top</li> <li>➤ Depth = 75cm front to back</li> </ul> <p><u>Style Elements</u></p> <ul style="list-style-type: none"> <li>➤ Style Casual- Arm Type Pillow Arm -Back Type Attached Back- Seat, Full Chaise Cushion</li> </ul> <p><u>Construction</u></p> <ul style="list-style-type: none"> <li>➤ Frame Construction Hardwood Frames-Padding &amp; Ergonomics</li> <li>➤ 64 Pocketed Coil Cushion</li> <li>➤ 1.8 Density Foam Fiber Fill</li> <li>➤ Back-seat Support: Sinuos Springs</li> </ul> <p><u>Material</u></p> <ul style="list-style-type: none"> <li>➤ Polyurethane</li> </ul>	8
Q 2021/075 B	High Back Chair	Mechanical Workshop C/o Louis Lange and Schonland Street Worcester	<ul style="list-style-type: none"> <li>➤ Gas height adjust</li> <li>➤ Polyurethane arms on steel sub frame, epoxy powder coated black</li> <li>➤ Five star nylon base with castors</li> <li>➤ Ergonomically shaped</li> <li>➤ Additional foam on back rest for lumber support</li> <li>➤ High density foam</li> </ul>	1

**NB: Detailed specification/brochure of the proposed chairs and furniture shall be included with the document as this form part of the evaluation process.**

J.m

## 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 2021/075: SUPPLY AND DELIVERY OF CHAIRS

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**

Item	Estimated Qty.	Description	Brand name (If applicable)	Price per unit including delivery and VAT	Total including delivery and VAT
A	8	Rest room chairs	NO BRAND	R 6292.69	R 50 341.51
B	1	High back chair	ECONO	R 1523.49	R 1523.49

Signature(s):

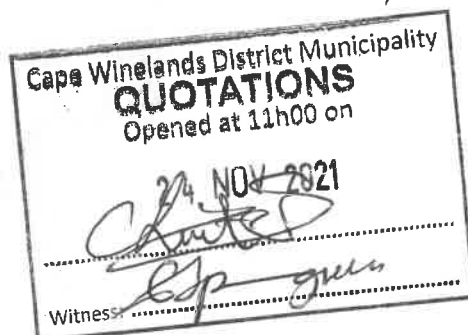
Name(s):

Capacity for the Bidder:

Name of organization:

Name and Signature of Witness:

Date: 17/11/2021





## 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.

<b>ACCEPTANCE (to be completed by the Cape Winelands District Municipality)</b>	
<b>Q 2021/075: SUPPLY AND DELIVERY OF CHAIRS</b>	
..... <b>Ms. F.A. du Raan-Groenewald</b> <b>Chief Financial Officer: Financial and Strategic Support Services</b>	..... <b>Date</b>
..... <b>Me. E Niemand</b> <b>Witness</b>	..... <b>Date</b>



## 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.

<b>ACCEPTANCE</b> (to be completed by the Cape Winelands District Municipality)	
<b>Q 2021/075: SUPPLY AND DELIVERY OF CHAIRS</b>	
 ..... P Williams Executive Director Community and Development	..... 04/02/2022 Date
 ..... Me. E Niemand Witness	..... 04/02/2022 Date

# I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number
MILLION	JOHN	7207265884183	N/A
SEDUMEJI	TSHEGOFATSO GRACE	8809261040089	N/A

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

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

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

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

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

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

## MEMOTEK TRADING CC

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

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

## J. DECLARATION OF INTEREST – MBD 4 B

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

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

3.1	Full Name of bidder or his or her representative	JOHN MILLION
3.2	Identity Number (person submitting this declaration)	7207265884183
3.3	Position occupied in the Company (official/director/trustee/shareholder <sup>2</sup> ):	MEMBER
3.4	Company Registration Number	2007/017350/23
3.5	Tax Reference Number	9259474162
3.6	VAT Registration Number	4520239858
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?	<del>Yes</del>	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?	<del>Yes</del>	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?	<del>Yes</del>	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?	<del>Yes</del>	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?	<del>Yes</del>	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	<del>No</del>
3.13.1	If yes, furnish particulars. <u>TSHEGOFATSO GRACE SEDUMEDI HAS SHARES IN</u> <u>GABRIEL AND MICHAEL MARKETING (PTY) LTD</u>		

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?	<del>Yes</del>	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)?	<del>Yes</del>	No
3.15.1	If yes, furnish particulars. ..... .....		

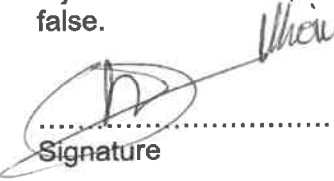
3.16	Was the supplier or any director/ member/ trustee/ principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<del>Yes</del>	No
3.16.1	If yes, furnish particulars. ..... .....		

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?	<del>Yes</del>	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 <b>every three</b> months – provide individual information in the schedule under par. 4.		

3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<del>Yes</del>	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) Municipal clearance or most recent service account must be attached as evidence
1	JOHN MILLION	720726588483	65	0368/972/15/4	N/A	222391756	
2							
3	TSHEGIO FATSO	8809261040089	35	1442484158	N/A	2209411822	
4	GRACE SEDUMEDI						
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

17/11/2021  
 .....  
 Date

MEMBER  
 .....  
 Capacity of Signatory

MEMOTEK TRADING CC  
 .....  
 Name of Bidder/Company/CC Name

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

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

Commissioner of Oaths
Signed and sworn to before me at .....
on this the ..... day of ..... 20 .... by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.
Commissioner of Oaths .....
Position: .....
Address .....
.....
.....
Tel: .....
<b>Apply official stamp of authority on this page:</b>

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



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

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid: Q 2021/075

SUPPLY AND DELIVERY OF CHAIRS

(Bid Number and Description)

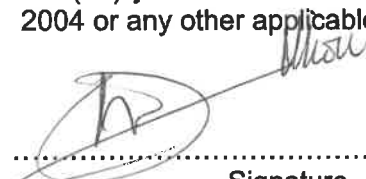
in response to the invitation for the bid made by: CAPE WINELANDS DISTRICT MUNICIPALITY do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: MEMOTEK TRADING CC that:

(Name of Bidder)

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

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

  
 .....  
 Signature

16/11/2021  
 .....  
 Date

MEMBER  
 .....  
 Position

MEMOTEK TRADING CC  
 .....  
 Name of Bidder

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

## L. 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
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	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:

80/20

or

90/10

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

Where

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

##### 4.2 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:

80/20

or

90/10

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

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

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

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

**6. BID DECLARATION**

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

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

7.1 B-BBEE Status Level of Contributor: 1 = .....<sup>20</sup>.....(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		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

9.1 Name of company/firm: MEMOTEK TRADING CC

9.2 VAT registration number: 4520239858

9.3 Company registration number: 2007/017380/23

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**

COMMERCIAL AND INDUSTRIAL DISTRIBUTION

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: CITY OF CAPE TOWN

Registered Account Number: 232202477

Stand Number: ERF 12264

9.8 Total number of years the company/firm has been in business: 14 YEARS

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:

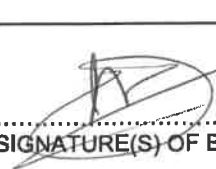
- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor 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. YOLANDA MVELASE 

2. NDXOLO MOKOKO 

 *Wheir*

SIGNATURE(S) OF BIDDERS(S)

DATE: 17/4/2021

ADDRESS: 13 BAY WAY  
TABLE VIEW  
CAPE TOWN

**M. CONTRACT FORM – PURCHASE OF GOODS/WORKS (MBD 7.1)**


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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution).....CAPE WINELANDS DISTRICT accordance with the requirements and specifications stipulated in bid number Q 2021/075 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 time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the 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 goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all 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 ..... JOHN MILLION .....


Capacity ..... MEMBER .....

Signature .....  .....

Company name ..... MEMOTEK TRADING CC .....

Date ..... 17/11/2021 .....

Witness 1 ..... YOLANDA MVELASE  Date ..... 17/11/2021 .....

Witness 2 ..... NOXOLO MOKOKO  Date ..... 17/11/2021 .....



**Q 2021/075  
SUPPLY AND DELIVERY OF CHAIRS**

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

1. I, **Pietie Williams** in my capacity as **Executive Director Community and Development** accept your bid under reference number **Q 2021/075** dated **24/11/2021** for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.


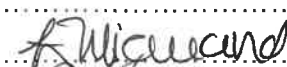
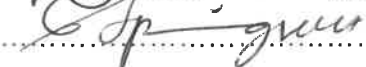
**Awarded to:** **Memotek Trading CC**

**Prices (VAT included):**

Item	Estimated Qty.	Description	Brand name (if applicable)	Price per unit including delivery and VAT	Total including delivery and VAT
A	8	Rest room chairs	NO BRAND	R 6292.69	R 50341.51
B	1	High back chair	ECONO	R 1523.49	R 1523.49

**Brand:** Not applicable  
**Delivery period:** 01 July 2021 to 30 June 2022  
**BBBEE status level:** 1  
**Local content and production:** Yes

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

Signed at: **Stellenbosch**  
 Date: 04/02/2022  
 Name (Print) **Pietie Williams**  
 Signature:   
 Witness 1:  Date: 04/02/2022  
 Witness 2:  Date: 04/02/2022

7

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

1. I..... in my capacity as..... accept your bid under reference number ..... dated..... for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT <small>(if applicable)</small>

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

Signed at ..... on.....

Name (Print) .....

Signature .....

Witness 1 ..... Date .....

Witness 2 ..... Date .....

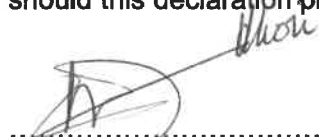
**N. MUNICIPAL RATES AND SERVICES**

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
JOHN MILLION	41B LA VIVIER VILLAS PARKLANDS MAIN ROAD PARKLANDS 7441	222391756	CITY OF CAPE TOWN
ISHEGOPATSO GRAPE SEDUMEDI	114 REITFONTAIN ROAD BOKSBURG 1549	2209411822	CITY OF EKURHULENI

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

**DECLARATION:**

I, the undersigned (name) ..... JOHN MILLION .....  
 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**


17/11/2021  
 .....  
**Date**

MEMBER  
 .....  
**Position**

MEMOTEK TRADING CC  
 .....  
**Name of Bidder**

**O. AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize Mr/Mrs ..... JOHN MILLION .....  
 acting in his/her capacity as MEMBER .....  
 of the business trading as MEMOTEK TRADING CC .....  
 to sign all documentation in connection with Quotation..... Q 2021/075 .....

Name of members / directors	Signature	Date
JOHN MILLION		17/11/2021
TSEGOFATSO GRACE		17/11/2021
SEDUMEDI		

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

**P. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT (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.

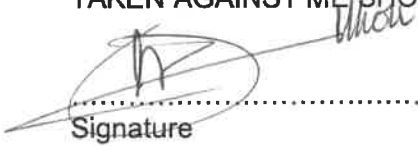
Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction 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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.		X
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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.		X
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?		X
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?		X

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) JOHN MILLION.....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

17/11/2021  
.....  
Date

MEMBER  
.....  
Position

MEMOTEK TRADING CC  
.....  
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	

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

NAME OF BANK	
NAME OF BRANCH	
BRANCH CODE	
ACCOUNT NUMBER	
TYPE OF ACCOUNT	<input 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.

..... INITIALS AND SURNAME:      ..... AUTHORISED SIGNATURE:      ..... DATE:      ..... TELEPHONE NUMBER:

**FOR BANK USE ONLY**

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

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

*J.m*





MEMOTEK TRADING CC  
 6 VAN DER MERWE STREET  
 BOKSBURG  
 1459

Date 

1	0	0	6	2	0	2	1
---	---	---	---	---	---	---	---

Dear Sir/Madam

**Confirmation of bank account**

This letter serves to confirm that MEMOTEK TRADING CC residing at 6 VAN DER MERWE STREET BOKSBURG 1459, conducts an account in our books.

**Details are as follows:**

Bank NEDBANK Branch EAST RAND MALL  
 Account number 

1	1	4	8	4	5	2	5	2	4
---	---	---	---	---	---	---	---	---	---

 Branch sort code 

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

Account Type CURRENT ACCOUNT

Account opened on: 23/06/2017

Yours faithfully

PRUDENCE JOKANISI  
 SMALL BUSINESS MANAGER

**Nedbank Limited**  
 Reg No. 1951/000009/06  
 EAST RAND MALL  
 10 JUN 2021  
 BANKER SALES (136)  
 16 - 99 - 45

The information in this letter is strictly confidential

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

**RETAIL BANKING | EAST RAND MALL**

shop 100 cnr Rietfontein and Bentele Avenue Boksburg 1459  
 T 010 235 1900 F 010 235 1920

Directors: V Naidoo (Chairman) MWT Brown (Chief Executive) HR Brody BA Dames NP Dongwana ID Gladman\* JB Hemphill EM Kruger RAG Leith PM Makwana L Marzoni Dr MA Mafisoane NP Mxasana RK Morath (Chief Financial Officer) JK Netshitenzhe MC Nkulu (Chief Operating Officer) S Subramoney MI Wyman\* (\* British)  
 Company Secretary: TSB Jali 01.07.2017.

[www.nedbank.co.za](http://www.nedbank.co.za)

**NEDBANK**

## 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:

<b>Form G - Form of offer</b> Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form J – Declaration of Interest (MBD4)</b> Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form K – Certificate of Independent Bid Determination (MBD 9)</b> Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form L – Preference Points Claim – (MBD 6.1)</b> Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form M - Contract Form</b> Is the form duly completed and signed?		<input checked="" type="checkbox"/>		
<b>Form N – Municipal Rates and services</b> Is a certified copy of the <u>bidder's and those of its director's</u> municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form O– Authority for Signatory</b> Is the form duly completed and is a certified copy of the resolution attached?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form P – Declaration of Past Supply Chain Practices (MBD 8)</b> Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
<b>Tax Compliance Status</b> 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)				
<b>Local Production and Content (MBD 6.2)</b> Is the MBD 6.2 and schedules A-C completed and signed?	Yes	<input checked="" type="checkbox"/>	No	

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

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

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

Signature: 

Date: 17/11/2021

## 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	SWELLANDAM MUNICIPALITY
Description of project	WP ERGONOMIC ADJUSTABLE OFFICE CHAIR
Contact person name	E. WASSERMAN
Contact person telephone number	028 514 8500
Value of project	R 6008.75

Company Name	CITY OF CAPE TOWN
Description of project	FRIDGE; DOUBLE DOOR
Contact person name	J. GROENEWALD
Contact person telephone number	021 400 6750
Value of project	R 371 785.92

Company Name	CITY OF CAPE TOWN
Description of project	FRIDGE MAGNETS
Contact person name	R. GEYSMAN
Contact person telephone number	021 400 9236
Value of project	R 6170.25

## **T. MBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

---

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

**Description of services, works or goods****Stipulated minimum threshold**

Rest room chairs	100%
High Back Chairs	65%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	17.53
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....Q2021/075.....**

**ISSUED BY: CAPE WINELANDS DISTRICT MUNICIPALITY**

**NB**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... John Million..... (full names),

do hereby declare, in my capacity as ..... Member.....

of ..... Memotek Trading CC..... (name of bidder entity),  
the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:  
the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R	45100.00
Imported content (x), as calculated in terms of SATS 1286:2011	R	0.00
Stipulated minimum threshold for local content (paragraph 3 above)		82.5%
Local content %, as calculated in terms of SATS 1286:2011		82.5%

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:



DATE: 17/11/2021\_\_

WITNESS No. 1

M. MOKOKO 

DATE: 17/11/2021\_\_

WITNESS No. 2

P. MATHIBELA 

DATE: 17/11/2021\_\_

## Annex C

### Local Content Declaration - Summary Schedule

<b>Tender No.</b>	Q 2021/075		
<b>Tender description:</b>	SUPPLY AND DELIVERY OF CHAIRS AND FURNITURE		
<b>Designated product(s)</b>	FURNITURE		
<b>Tender Authority:</b>	CAPE WINELANDS DISTRICT MUNICIPALITY		
<b>Tendering Entity name:</b>	Memotek Trading CC		
<b>Tender Exchange Rate:</b>	Pula	EU	GBP
<b>Specified local content %</b>			

(C1)  
(C2)  
(C3)  
(C4)  
(C5)  
(C6)  
(C7)

Note: VAT to be excluded from all calculations

			Calculation of local content					Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Tender value - net of exempted imported content	Exempted imported value	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C12)	(C11)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
A	REST ROOM CHAIRS	R 5 471,90	R 5 471,90	R 0,00	R 0,00	R 5 471,90	100%	8	R 43 775,20	R 0	R 0
B	HIGH BACK CHAIR	R 1 324,80	R 1 324,80	R 0,00	R 0,00	R 1 324,80	65%	1	R 1 324,80	R 0	R 0
									(C20) Total tender value	45 100,00	

Signature of tenderer from Annex E:

Date: 17/AUG/2021

(C21) Total Exempt imported content	-
(C22) Total Tender value net of exempt imported content	45 100,00
(C23) Total Imported content	-
(C24) Total local content	45 100,00
(C25) Average local content % of tender	82,5%



**Annex D**

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1) Tender No.	Q 2021/075
(D2) Tender description:	SUPPLY AND DELIVERY OF CHAIRS AND FURNITURE
(D3) Designated Products:	FURNITURE
(D4) Tendering Authority:	CAPE WINELANDS DISTRICT MUNICIPALITY
(D5) Tendering Entity name:	Memotek Trading CC
(D6) Tender Exchange Rates:	Pula _____ EU _____ GBP _____

**Note: VAT to be excluded from all calculations**

**A. Exempted imported content**

Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content					
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)
<b>(D19) Total exempt imported value</b>									

Summary	
Tender Qty	Exempted imported value
(D17)	(D18)

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content					
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)
<b>(D32) Total imported value by tenderer</b>									

Summary	
Tender Qty	Total imported value
(D30)	(D31)

**C. Imported by a 3rd party and supplied to the Tenderer**

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content					
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)
<b>(D45) Total Imported value by 3rd party</b>									

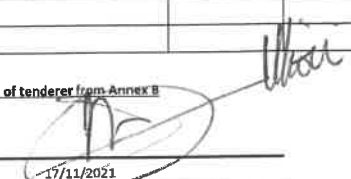
Summary	
Quantity Imported	Total Imported value
(D43)	(D44)

**D. Other foreign currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments	
			Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of payments	
Local value of payments	
(D51)	

Signature of tenderer from Annex B



Date:

17/11/2021

**(D52) Total of foreign currency payments declared by tenderer and/or 3rd party**

**(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above**

This total must correspond with Annex C - C 23

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

(E1) Tender No.	Q 2021/075
(E2) Tender description:	SUPPLY AND DELIVERY OF CHAIRS AND FURNITURE
(E3) Designated products:	FURNITURE
(E4) Tender Authority:	CAPE WINELANDS DISTRICT MUNICIPALITY
(E5) Tendering Entity name:	Memotek Trading CC

**Note: VAT to be excluded from all calculations**

Local Products (Goods, Services and Works)	Description of Items purchased (E6)	Local suppliers (E7)	Value (E8)
1	REST ROOM CHAIRS		
2	HIGH BACK CHAIR		
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
<b>(E9) Total local products (Goods, Services and Works)</b>			-

(E10) Manpower costs (Tenderer's manpower cost)

-

(E11) Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)

-

(E12) Administration overheads and mark-up

(Marketing, insurance, financing, interest etc.)

-

**(E13) Total local content**

-

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: 17/11/2021



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

MEMOTEK TRADING CC  
195 SMITH FIELD COMPLEX  
RIETFontein ROAD AND BASS S  
BOKSBURG  
1459

Enquiries should be addressed to SARS:

**Contact Detail**

SARS  
Alberton  
1528

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

**Details**

Taxpayer Reference Number: 9259474182

Always quote this reference number when contacting SARS

Issue Date: 2021/03/04

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	Memotek Trading Co
Trading Name	MEMOTEK TRADING CC
Tax Reference Number(s)	IT - 9259474182 Vat - 4520239858 PAYE - 7680811900
Purpose of Request	Tender
Request Reference Number	00082168/1T80403210616320
PIN	G82G76524L
PIN Expiry Date	04/03/2022

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

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

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

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

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

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

Name: MEMOTEK TRADING CO  
Tax reference No: 9259474182  
Form ID: RFP/TCS  
Contact Version: v2011.01.01  
Time/Date: 03/03/2021  
Page of Page: 01/01  
Template version: v2013.01.01



# inspiredex

B-BBEE RATING AGENCY

## MEASURED ENTITY

Registered Name : Memotek Trading CC

Trading Name : Memotek Trading

Registration Number : 2007/017380/23

VAT Number : 4520239858

Empowering Supplier : YES

Physical Address : 6 Van Der Merwe Rd, Boksburg west, Boksburg, 1459

B-BBEE Status Level	LEVEL 1	Certificate Number	ID-Q MG 8410-161220
Procurement Recognition	135.00%	Issue Date	16 December 2020
Applicable B-BBEE Codes	DTI Amended Codes of Good Practice Section 9 of B-BBEE Act 53 of 2003	Re-Issue Date	N/A
Applicable Score Card	QSE	Expiry Date	15 December 2021
Gazette Notice Number	38766	Black New Entrant	35.00%
Black Shareholding	35.00%	Modified Flow-Through Applied	No
Black Female Shareholding	35.00%	Designated Group Supplier	No
Designated Group Ownership	0.00%	Discounting Principle Applied	No
Black Youth	0.00%	Exclusion Principle Applied	No
Black Disabled	0.00%	Y.E.S Initiative Applied	No
Black Unemployed	0.00%	Y.E.S Target and 2.5% Absorption	No
Black People living in Rural areas	0.00%	1.5 x Y.E.S Target and 5% Absorption	No
Black Military Veterans	0.00%	Double Y.E.S Target and 5% Absorption	No
ELEMENTS	ACTUAL SCORE		TARGET SCORE
Ownership	25.00		25.00
Management Control	15.00		15.00
Skills Development	26.67		25.00
Enterprise and Supplier Development	30.37		30.00
Socio Economic Development	5.00		5.00
<b>TOTAL POINTS</b>	<b>102.04</b>		<b>100.00</b>
FINANCIAL PERIOD APPLIED	01 March 2019 - 28 February 2020		

Technical Signatory  
Thabo Mofokeng  
16 December 2020

Date



BVA 249

T: 011 894 3397 C: 073 861 3435 E: info@inspiredex.co.za W: www.inspiredex.co.za

A: Unit 39 | Oaklane Office Park | 111 Grippen Road | Bartlett | Boksburg | 1459

Inspiredex (PTY) LTD Reg No: 2013/113308/07 | Directors: N Ramba, T Mofokeng, V Lechelele

**MEMOTEK TRADING CC**


6 Van Der Merwe Street  
Fax: +2711 826 1454  
Cell: +27763130133  
VAT# 4520239858  
Email: johnmillion32@yahoo.co.uk  
Reg: 2007/017380/23

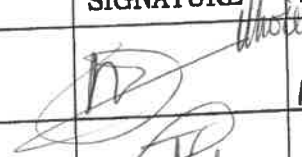
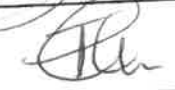


**AUTHORITY TO SIGN BID**

I, **TSHEGOFATSO GRACE SEDUMEDI**, member of **MEMOTEK TRADING CC** hereby confirm that by majority vote of the members taken on 12 NOVEMBER 2021....., **Mr JOHN MILLION**, acting in the capacity of **MANAGING MEMBER** was authorised to sign all documents in connection with this **Tender No. Q2021/075**..... for **SUPPLY AND DELIVERY OF CHAIRS**.....

...and any contract resulting from it on behalf of the close corporation.

Authorised person signature:   
Date: 17/11/2021  
Name: JOHN MILLION  
Position: Member

NAME	CAPACITY	SIGNATURE	DATE
JOHN MILLION	MEMBER		17/11/2021
TSHEGOFATSO GRACE SEDUMEDI	MEMBER		17/11/2021

STAMP:

**MEMOTEK TRADING CC**  
REG: 2007/017380/23  
13 BAY WAY, TABLE VIEW  
CAPE TOWN  
TEL: 021 556 7435

Head Offices: 6 Van Der Merwe Street, Boksburg West,  
Boksburg, South Africa, 1459, Tel: +27 76 313 0133 & +27 11 826 1454, Fax: +27 11 826 4188.  
Cape Town Offices: Tel: +27 21 556 7435, Fax +27 21 556 7448,  
Email, [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)



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

Civic Centre  
12 Hertzog Boulevard 8001  
PO Box 655 Cape Town 8000  
VAT registration number  
4500193497

Tax invoice number	290006782007
Customer VAT registration number	
Account number	232202477
Distribution code	
Business partner number	1002827749



MEMOTEK TRADING CC  
13 BAY WAY  
TABLE VIEW  
CAPE TOWN  
7441

**Computer generated copy tax invoice**

Tel: 086 010 3089 - Fax: 086 201 1017  
Tel: International calls +27 21 401 4701  
E-mail : accounts@capetown.gov.za  
Correspondence: Director : Revenue, P O Box 655,  
Cape Town 8000  
Web address:www.capetown.gov.za

Account summary as at 13/10/2021		Due date	08/11/2021
At 13 BAY WAY, TABLE VIEW / Bf 12264			
Previous account balance			6264.62
Less payments			0.00
Arrears (a)	Payable immediately		6264.62
Latest account - see overleaf			2692.56
Current amount due (b)	Payable by 08/11/2021		2692.56
	<b>Total (a) + (b)</b>		<b>8957.18</b>
Total (a) + (b) above		8957.18	
<b>Total liability</b>		<b>8957.18</b>	



**Please note:**

- Payment options
  - (a) Debit orders: Call 0860 103 089 or visit a Customer Service Centre. (b) Internet payments: Visit www.Easypay.co.za.
  - (c) Electronic payments (EFT): Select the City of Cape Town as a bank-listed beneficiary on your bank's website. Use only your nine-digit municipal account number as reference.
  - (d) Direct deposit at Nedbank: Please present your account number 232202477 to the bank teller. (e) Cash, debit card, credit card and other: Please present your account to the cashier.
- Where the City incurs bank costs on any mode of payment, the City will recover such cost on the portion of the amount above R7000.00 per transaction per account number. The City absorbs such costs in respect of a single payment of R7000.00 and below.
- Interest will be charged on all amounts still outstanding after the due date.
- You may not withhold payment, even if you have submitted a query to the City concerning this account.
- Failure to pay could result in:
  - (a) The City recovering debt overdue on the purchasing of pre-paid electricity.
  - (b) your water and/or electricity supply being disconnected/restricted. Immediate reconnection of the supply after payment cannot be guaranteed.
 A disconnection fee will be charged and your deposit amount might be increased.

**Pay points: City of Cape Town cash offices or the vendors below:**



MEMOTEK TRADING CC



>>>> 915552322024772

Account number	232202477
Total due if not paid in cash	8957.18
Amount due if paid in cash	8957.10
Rounded down amount carried forward to next invoice	0.08

Account details as at 13/10/2021

Account number

232202477

**PROPERTY RATES ( Period 14/09/2021 to 13/10/2021 ) 30 Days**

At 13 BAY WAY, TABLE VIEW / Erf 12264

Residential

Rateable portion of valuation From : 14/09/2021 R 1520000 - R 15000 = R 1505000

# From 14/09/2021 : R 1505000.00 @ 0.0060300 + 365 x 30 745.90

Additional rebate credit

# From 14/09/2021 : R 285000.00 @ 0.0060300 + 365 x 30 141.25-

**604.65****WATER ( Period 09/09/2021 to 08/10/2021 - 30 Days ) (Actual reading)**

At 13 BAY WAY, TABLE VIEW / Erf 12264

Meter no: 205196 / Consumption 33.000 kl / Daily average 1.100 kl

Consumption charge (domestic)

&amp; (1) 5.9180 kl @ R 15.8600 (2) 4.4380 kl @ R 21.7900 861.05

(3) 22.6440 kl @ R 29.6100

&amp; Fixed Basic Charge ( 20mm - 205196 ) R 109.73 x 1 109.73

&amp; Dunning charge 148.52

**1119.30****REFUSE ( Period 14/09/2021 to 13/10/2021 ) 30 Days**

At 13 BAY WAY, TABLE VIEW / Erf 12264

&amp; Refuse charge ( 1 X 240IBIN X 1 Removals ) 142.00

**142.00****SEWERAGE ( Period 09/09/2021 to 08/10/2021 - 30 Days ) (Actual reading)**

At 13 BAY WAY, TABLE VIEW / Erf 12264

Disposal charge

&amp; (1) 4.1420 kl @ R 13.9400 (2) 3.1070 kl @ R 19.1500 543.47

(3) 15.8510 kl @ R 26.8900

**543.47**

Add interest on outstanding balance 12.42

Add 15% VAT on amounts marked with &amp; above 270.72

0% VAT on amounts marked with # above

Current account: Total due 2692.56

Meter details	Previous reading	New reading	Units used
WATER 205196 001	9264.000kl (Actual)	9297.000kl (Actual)	33.000kl



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

Civic Centre  
 12 Hertzog Boulevard 8001  
 PO Box 655 Cape Town 8000  
 VAT registration number  
 4500193497

Tax invoice number **270007264516**  
 Customer VAT registration number  
 Account number **222391756**  
 Distribution code  
 Business partner number **1002388562**



MR. J MILLION  
 41B LA VIVIER VILLAS  
 PARKLANDS MAIN ROAD  
 PARKLANDS  
 7441

**Computer generated copy tax invoice**

Tel: 086 010 3089 - Fax 086 201 1017  
 Tel: International calls +27 21 401 4701  
 E-mail: [accounts@capetown.gov.za](mailto:accounts@capetown.gov.za)  
 Correspondence: Director : Revenue, P O Box 655,  
 Cape Town 8000  
 Web address: [www.capetown.gov.za](http://www.capetown.gov.za)

Account summary as at 01/08/2021		Due date
41B LA VIVIER VILLAS 2, BUILDING NO 1 - Unit 41 - 14 PARKLANDS MAIN ROAD		
Previous account balance		13720.00-
Less payments		0.00
Credit (a)		13720.00-
Latest account - see overleaf		133.82
Current amount due (b)		133.82
<b>Total (a) + (b)</b>		
Total (a) + (b) above		13584.18-
Total liability		13584.18-



**Please note:**

**1. Payment options**

- (a) Debit orders: Call 0860 103 089 or visit a Customer Service Centre. (b) Internet payments: Visit [www.Easypay.co.za](http://www.Easypay.co.za).
- (c) Electronic payments (EFT): Select the City of Cape Town as a bank-listed beneficiary on your bank's website. Use only your nine-digit municipal account number as reference.
- (d) Direct deposit of Nedbank: Please present your account number 222391756 to the bank teller. (e) Cash, debit card, credit card and other: Please present your account to the cashier.

2. Where the City incurs bank costs on any mode of payment, the City will recover such cost on the portion of the amount above R7000.00 per transaction per account number. The City absorbs such costs in respect of a single payment of R7000.00 and below.

- 3. Interest will be charged on all amounts still outstanding after the due date.
- 4. You may not withhold payment, even if you have submitted a query to the City concerning this account.
- 5. Failure to pay could result in:

- (a) The City recovering debt overdue on the purchasing of pre-paid electricity.
  - (b) your water and/or electricity supply being disconnected/restricted. Immediate reconnection of the supply after payment cannot be guaranteed.
- A disconnection fee will be charged and your deposit amount might be increased.

**Pay points: City of Cape Town cash offices or the vendors below:**



MR. J MILLION



>>>> 915552223917561

Account number **222391756**  
 Total due if not paid in cash **13584.18-**  
 Amount due if paid in cash **13584.18-**  
**13584.18-**

Rounded down amount carried forward to next invoice



Account details as at 03/09/2021 Account number 22391356



**PROPERTY RATES ( Period 05/08/2021 to 03/09/2021 ) 30 Days**

**At 41B LE VIVIER VILLAS 2, BUILDING NO 1, Unit 41, 14 PARKLANDS MAIN ROAD,  
PARKLANDS / Erf 28308**

**Residential**

Rateable portion of valuation From : 05/08/2021 R 570000 - R 15000 = R 555000

# From 05/08/2021 : R 555000.00 @ 0.0060300 + 365 x 30 275.07

**Additional rebate credit**

# From 05/08/2021 : R 285000.00 @ 0.0060300 + 365 x 30 141.25-

**133.82**

0% VAT on amounts marked with # above

**Current account: Total due**

**133.82**



www.ekurhuleni.gov.za

**City of Ekurhuleni**  
a partnership that works

**BOKSBURG CUSTOMER CARE CENTRE**

PO BOX 215  
BOKSBURG  
1480



Phone: 0880 843 000  
Email: callcentre@ekurhuleni.gov.za  
Twitter: @EMM\_Call\_Centre

**COPY TAX INVOICE**

VAT Reg No. 4280183483

Invoice number: 2209411822021/10/24

Page 1 of 1

Name	TG SEDUMEDI		Account Number	2209411822	
Ward Number	22	Payments Included Until	2021/10/24		Vat Reg. No.
Street Address		Electricity / Water Deposits		Statement Date	
		Cash	Guarantee		
00114 RIETFONTEIN		0.00	0.00		2021/10/20
Township		Yekoukoun		Total Value	
BOKSBURG WEST EXT 4		Site	Improvements		
			480000		480000
ERF Number	F27 004 00000114	Portion	00000 0000 0000		Area m <sup>2</sup> 90
Date	Icon	Details	Charge (incl. VAT)	VAT	Charge (incl. VAT)
09/27		BALANCE BROUGHT FORWARD	288.08		288.08
10/11		PAYMENT - THANK YOU	-290.00		-290.00
10/19		PAYMENT - THANK YOU	-290.00		-290.00
		SUB TOTAL	-290.94		-290.94

10 Days	30 Days	60 Days	90 Days	Total Charge (incl. VAT)	Total VAT	Total Charge (incl. VAT)
				288.08		288.08
Amount In Advance			Due Date	2021/10/24	Amount Payable	290.94

MESSAGE



www.ekurhuleni.gov.za

**City of Ekurhuleni**  
a partnership that works

**BOKSBURG CUSTOMER CARE CENTRE**

PO BOX 215  
BOKSBURG  
1480



Phone: 0880 843 000  
Email: callcentre@ekurhuleni.gov.za  
Twitter: @EMM\_Call\_Centre

**REMITTANCE ADVICE**

VAT Reg No. 4280183483

402  
 2209411822  
 1331 2209 4118 223  
 44522209411822  
 115442209411822

Name TG SEDUMEDI	
Account Number 2209411822	
Due Date 2021/10/24	Amount Payable 290.94

**Certificate Issued by the Commissioner of Companies & Intellectual Property Commission on Tuesday, December 1, 2020 at 13:38**



**Disclosure Certificate: Companies and Close Corporations**

Registration Number: 2007 / 017380 / 23  
 Enterprise Name: MEMOTEK TRADING

**ENTERPRISE INFORMATION**

Registration Number: 2007 / 017380 / 23  
 Enterprise Name: MEMOTEK TRADING  
 Registration Date: 29/01/2007  
 Business Start Date: 29/01/2007  
 Enterprise Type: Close Corporation  
 Enterprise Status: In Business  
 Compliance Notice Status: NONE  
 Financial Year End: February  
 TAX Number: 9259474162

Addresses	<u>P</u> <u>OSTAL ADDRESS</u>	<u>ADDRESS OF REGISTERED OFFICE</u>
	195 SMITH FIELD COMPLEX CAR BUSS STREET & RIETFOONIN ROAD BOKSBURG 1459	195 SMITH FIELD COMPLEX CAR BUSS STREET & RIETFOONIN ROAD BOKSBURG 1459

**ACTIVE MEMBERS / DIRECTORS**

Surname and First Names	Type	ID Number / Date of Birth	Contrib. (R)	Interest (%)	Appt. Date	Address
SEDUMEDI, TSHEGOFATSO GRACE	Member	8809281040089	10.00	35.00	02/02/2015	Postal: 6 VAN DER MERWE STREET, BOKSBURG WEST, BOKSBURG, GAUTENG, 1459 Residential: 6 DAN DAVIES STREET, BOKSBURG WEST, BOKSBURG, GAUTENG, 1459
MILLION, JOHN	Member	7207265884188	10.00	65.00	28/01/2007	Postal: 6 VAN DER MERWE STREET, BOKSBURG WEST, BOKSBURG, GAUTENG, 1459 Residential: 6 DAN DAVIES ROAD, BOKSBURG WEST, GAUTENG, 1459

**AUDITOR DETAILS**

Auditor Name	Type	Status	Appointment Date	Resignation Date	Email Address
M HLABANO	ACG	Current	2018-03-09	ACTIVE	

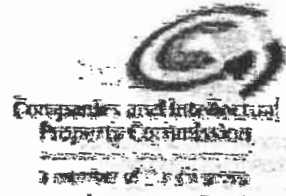
Profession Number: 505824

**CHANGE SUMMARY**

22/01/2015 Status changed to Unknown.  
 No Valid SMS or Email Address for enterprise B2007017380



**Certificate Issued by the Commissioner of Companies & Intellectual  
Property Commission on Tuesday, December 1, 2020 at 13:38**



**Disclosure Certificate: Companies and Close Corporations**

Registration Number: 2007 / 017380 / 23  
Enterprise Name: MEMOTEK TRADING

- 02/01/2016 SMS Notification that Annual Return is due was sent on 02/01/2016.  
E-Mail sent to TSHEGOFATSO GRACE SEDUMEDI for 2016
- 07/01/2018 Email Notification that Annual Return is due was sent on 07/01/2018.  
E-Mail sent to TSHEGOFATSO GRACE SEDUMEDI for 2018
- 08/01/2019 Email Notification that Annual Return is due was sent on 08/01/2019.  
E-Mail sent to JOHN MILLION for 2019
- 09/01/2017 Email Notification that Annual Return is due was sent on 09/01/2017.  
E-Mail sent to JOHN MILLION for 2017
- 09/01/2019 Email Notification that Annual Return is due was sent on 09/01/2019.  
E-Mail sent to TSHEGOFATSO GRACE SEDUMEDI for 2019
- 01/01/2020 Email Notification that Annual Return is due was sent on 01/01/2020.  
E-Mail sent to JOHN MILLION for 2020
- 24/01/2014 SMS Notification that Annual Return is due was sent on 24/01/2014.  
E-Mail sent to JIHN for 2014
- 02/01/2016 SMS Notification that Annual Return is due was sent on 02/01/2016.  
E-Mail sent to JOHN MILLION for 2016
- 09/01/2017 Email Notification that Annual Return is due was sent on 09/01/2017.  
E-Mail sent to TSHEGOFATSO GRACE SEDUMEDI for 2017
- 07/01/2018 Email Notification that Annual Return is due was sent on 07/01/2018.  
E-Mail sent to JOHN MILLION for 2018
- 01/01/2020 Email Notification that Annual Return is due was sent on 01/01/2020.  
E-Mail sent to TSHEGOFATSO GRACE SEDUMEDI for 2020
- 29/01/2007 Accounting Officer Change on 29/01/2007.  
Add Record  
Name: = M HLABAND  
Status: = Current
- 29/01/2007 Member Change on 29/01/2007.  
Add Record  
Surname: = MILLION  
First Names: = JOHN  
Status: = Active
- 29/01/2007 Registration of CC/CO on 29/01/2007.
- 28/01/2007 Member Change on 29/01/2007.  
Add Record  
Surname: = PANDWE  
First Names: = BETTY CHABU  
Status: = Active
- 19/10/2010 Status changed to Annual Return In De-registration on 19/10/2010.  
DEREGISTRATION FOR ANNUAL RETURN NON COMPLIANCE. REGISTRATION MONTH = 1 - AR NON COMPLIANCE DATE = 01/03/2009  
- 6 MONTHS AFTER = 01/11/2009.
- 21/12/2010 Status changed to Cancellation of Annual Return De-registration Process on 21/12/2010.  
Annual Return Non Compliance - Cancellation of Deregistration
- 27/11/2013 Annual Return completed on 27/11/2013.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 58781700
- 09/03/2015 Member Change on 09/03/2015.  
Add Record  
Surname: = SEDUMEDI  
First Names: = TSHEGOFATSO GRACE  
Status: = Active
- 09/03/2015 Member Change on 09/03/2015.

Physical Address  
the d/i Campus - Block F  
77 Meintjies Street  
Sunraysia 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 12 304 9573



**Certificate Issued by the Commissioner of Companies & Intellectual  
Property Commission on Tuesday, December 1, 2020 at 13:38**



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

**Disclosure Certificate: Companies and Close Corporations**

Registration Number: 2007 / 017380 / 23  
Enterprise Name: MEMOTEK TRADING

Change Record  
Surname: = MILLION  
First Name: = JOHN  
Status: = Active  
09/03/2015 Accounting Officer Change on 09/03/2015.

Change Record  
Name: = M HLABANO  
Status: = Current  
09/03/2015 Member Change on 09/03/2015.

Change Record  
Surname: = PANDWE  
First Name: = BETTY CHABU  
Status: = Active  
19/02/2018 Annual Return completed on 19/02/2018.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 5104588408

13/02/2019 Annual Return completed on 13/02/2019.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 5163938865

07/11/2014 Annual Return completed on 07/11/2014.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 522894098

11/02/2020 Annual Return completed on 11/02/2020.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 5228031439

24/07/2016 Annual Return completed on 24/07/2016.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 520382102

18/09/2015 Member Change on 18/09/2015.  
Member TSHGOFATSO GRACE REBIMEDI details was Changed

18/09/2015 Member Change on 18/09/2015.  
Member BETTY CHABU PANDWE details was Changed

18/09/2015 Member Change on 18/09/2015.  
Member JOHN MILLION details was Changed

03/02/2016 Annual Return completed on 03/02/2016.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 532138277

11/01/2017 Annual Return completed on 11/01/2017.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 581150415





**TaxAuditor Solutions Incorporated**

Reg No: 2012/2068621/21

Email: info@taxauditor.co.za

Web: www.taxauditor.co.za

Phone: +61 410 209 574

Director: VS Latchminarain

CA(SA), CA(Aus), HDip(Tax Law)

Registered Auditor

Practice No: 902347

To whom it may concern

6 April 2018

Dear Sir/Madam

**MEMOTEK TRADING CC  
CONFIRMATION OF MEMBERSHIP/SHAREHOLDING**

I hereby confirm, in my capacity as Accounting Officer, that the membership interest, with effect from 16 September 2015, in Memotek Trading CC (CK number 2007/017380/23) is as follows:

No	Name	Percentage Interest	Identification Number	Status	Gender
1.	John Million	65%	720726 5884 183	Executive	Male
2.	Tshegofatso Grace Sedumi	35%	880926 1040 089	Executive	Female

Please do not hesitate to contact me should you require further information.

Yours faithfully

A handwritten signature in black ink, appearing to read "VS Latchminarain".

VS Latchminarain  
Chartered Accountant (SA)  
Registered Auditor

**SCOTIAN**

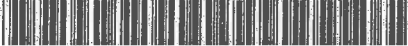
**T.B. Joshua**  
THE SYNAGOGUE,  
CHURCH OF ALL NATIONS

sonderhede van u  
ens. verander het,  
RANDERING, wat  
ebruik word om die  
rd by of gepos word  
PARTEMENT VAN

RESIDENTIAL AND  
particulars of your  
number, etc., have  
ADDRESS form the  
st be used to report  
isted to the nearest  
HOME AFFAIRS.

1

I.D.No. 720726 5884 18 3




NIE S.A.BURGER/NON S.A.CITIZEN

VAN/SURNAME  
**MILLION**

VOORNAME/FORENAMES  
**JOHN**

GEBORTE/DISTRIK OF-LAND/  
DISTRICT OR COUNTRY OF BIRTH  
**ZIMBABWE**

GEBORTE/DATUM/  
DATE OF BIRTH  
**1972-07-26**



DATUM UITGEREIK  
DATE ISSUED  
**2010-07-28**

UITGEREIK OP OESAG VAN DIE  
DIREKTEUR-GENERAAL:  
BINNELANDSE SAKKE

ISSUED BY AUTHORITY OF THE  
DIRECTOR-GENERAL:  
HOME AFFAIRS

**AFRICAN POLICE SERVICE**  
**CLIENT SERVICE CENTRE**

**2021 -07- 18**

**REIGER PARK**

**SUID-AFRIKAANSE POLISIEDIENS**

I HAVE BEEN ADVISED THAT THE INFORMATION CONTAINED HEREIN WAS OBTAINED FROM MY OFFICIAL RECORDS AND I HAVE MADE TO THE OFFICIAL RECORDS SECTION OF THE POLICE DEPARTMENT.

*Monyatsi*  
HANDTEKENING/SIGNATURE

MAGSNOOMMER **72391677** RANG: **CST**

POORCE NUMBER

NAAM IN DRUKSKRIF **MONYATSI T.H.**

NAME IN PRINT

Ek verskaf die hierdie dokument in ware afbeeldingskopies van die  
 I certify that this document is a true reproduction copy of the original  
 oorspronklike wat deur my persoonlik besigtig is en dat volgens my  
 which was examined by me and I certify my observation the  
 waarnaar hierdie dokument is gereproduseer.  
 original that this copy should be the same.  
 2021-10-06  
 206378

**SUID-AFRIKAANSE POLISIEDIENS**  
 COMMUNITY SERVICE CENTER  
 2021-10-06  
 COMMUNITY SERVICE CENTER  
 SOUTH AFRICAN POLICE SERVICE

**GEREGISTREERDE WOON- EN POSADRES**

**1** Bewaar die bewys van u **GEREGISTREERDE WOON- EN POSADRES** in beide sakke.

**2** Indien u van adres verander het of indien besonderhede van u huidige adres, by. straatnaam, en/of -nommer, ens. verander het, moet die vorm **KENNISGEWING VAN ADRESVERANDERING**, wat in die sakke agter in die identiteitsdokument in gebruik word om die verandering aan te meld, en moet dit ingedien word by of geops word aan die massie streek-diskantoor van die **DEPARTEMENT VAN BURELANGE SAKE**.

**REGISTERED RESIDENTIAL AND POSTAL ADDRESS**

**1** Keep the proof of your **REGISTERED RESIDENTIAL AND POSTAL ADDRESS** in this pocket.

**2** If you have changed your address, or, if particulars of your present address, e.g. name of street and/or street number, etc., have been changed, the **NOTICE OF CHANGE OF ADDRESS** form in the pocket at the back of the identity document must be used to report the change and it must be handed in at or posted to the nearest regional/district office of the **DEPARTMENT OF HOME AFFAIRS**.

I.D. No. 880926 1040 08 9

S. A. BURGERS/ S. A. CITIZEN

**VANSURNAMIE**  
**SEDUMEDI**

**VOORNAAM/FORENAMES**  
**TSHEGOFATSO GRACE**

**GEBOORTEDISTRIK OF LAND/**  
**DISTRICT OR COUNTRY OF BIRTH**  
**SOUTH AFRICA**

**GEBOORTEDATUM/**  
**DATE OF BIRTH**  
**1988-09-26**

**DATUM UITGEREIK**  
**DATE ISSUED**  
**2006-12-12**

**UITGEREIK OF GEORG. VAN DIE**  
**DIREKTEUR-GENERAAL:**  
**BURELANGE SAKE**

**ISSUED BY AUTHORITY OF THE**  
**DIRECTOR-GENERAL:**  
**HOME AFFAIRS**

BN 21/04/13





## CSD REGISTRATION SUMMARY REPORT

### SUPPLIER IDENTIFICATION

Supplier number	MAAA0140144
Is supplier active?	Yes
Supplier type	CIPC Company
Supplier sub-type	Close Corporation
Legal name	MEMOTEK TRADING
Identification type	South African Company/Close Corporation Registration Number
Government breakdown	Close Corporations (CC)

Business status	In Business
Country of origin	South Africa
South African company/CC registration number	2007/017380/23
Have Bank Account	Yes
Registration date	29 Jan 2007 00:00:00:000
Restricted Supplier	No
Restriction Last Verification Date	05 Oct 2021 11:49:37:803

### PREFERRED CONTACT

Contact type	Administration
Name(s)	JOHN MILLION
Identification type	South African Identification Number
Prefer communication via email	Yes

Email address	Johnmillion32@yahoo.co.uk
Telephone number	0118261454
Cellphone number	076 313 0133
Fax number	0118264188

### PREFERRED ADDRESS

Address type	Physical
Address line 1	67 RIETFontein ROAD, BOKSBURG WEST, 1459
Address line 2	Boksburg West, Boksburg
Suburb	Boksburg West
Province	Gauteng

Municipality	Ekurhuleni
City	Boksburg
Postal code	1459
Ward Number	22
Country	South Africa

### PREFERRED ACCOUNT

Account type	Current Accounts
Bank	FIRST NATIONAL BANK
Branch number	250655
Branch name	REMOTE BANKING SERVICE 560
Account number	62127779413

Account holder	MEMOTEK TRADING CC
Bank Verification Status	Verification Succeeded
Is this a preferred account?	Yes
Edit date	15 Sep 2016 16:16:24:557
Is the identifier linked at the bank	Yes

### TAX

Overall Tax Status	Tax Compliant
Income Tax Status	Compliant tax status Verified
VAT number	4520239858

VAT Status	Compliant tax status Verified
Is this supplier a VAT vendor?	Yes
Last validation date	05 Oct 2021 11:50:00:000





## CSD REGISTRATION SUMMARY REPORT

### SUPPLIER DIRECTOR/MEMBERS

Is there any director whom is restricted?

No

Is there any director who is a government employee?

No

### SUPPLIER COMMODITIES

Commodity family

Heavy construction machinery and equipment; Industrial laundry and dry cleaning equipment;

### BBBEE INFORMATION

Certificate Type

B-BBEE Certificate

Certificate Issue Date

16 Dec 2020 00:00:00:000

BBBEE Status Level Of Contributor

Level 1 Contributor

Certificate Expiry Date

15 Dec 2021 00:00:00:000

Status

Active

Verification Status

Manual verification required

### DEMOGRAPHIC INFORMATION

Gender demographics available?

Yes

Youth demographics available?

Yes

Military veteran demographics available?

No

Disabilities demographics available?

No

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





## CSD REGISTRATION SUMMARY REPORT

### Tips and Frequently Asked Questions (FAQ)

#### Identifier

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

#### Bank

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

#### Tax

##### Tax Compliance Status

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

##### Tax Compliance Expiry Date

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

#### CIPC

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

#### State Employee

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





**labour**

Department:  
Labour  
REPUBLIC OF SOUTH AFRICA



2020020615

CALL CENTER NO: 0860 105 350

REG NO : 990001126682  
FAX NO : 0123456789  
ISSUE DATE : 2021-04-29  
CERTIFICATE NO : 2020020615

**MEMOTEK TRADING CC**  
PO BOX 10768  
BOKSBURG WEST

**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:

**MEMOTEK TRADING CC**

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

**Nature of business :BUILDING & GROCERY SUPPLIES DEALER**

**Expiry date :2022-04-30**

**IMPORTANT NOTICE:**

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

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

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

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

**Yours faithfully**

COMPENSATION COMMISSIONER



W.As. 48

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

# momentum

08-Mar-21

## CONFIRMATION OF LIABILITY COVER

Product: 222-Business Insurance  
Policy Number: 1275510-2  
Company: Memotek Trading CC  
Insured: Mr J Million

Inception Date: 01/03/2016  
Renewal Date: 01/03/2022

We hereby confirm Liability Cover subject to the terms and conditions on the policy schedule

Such Liability cover is limited to the premises listed on the policy: 6 Van Der Merwe Street, Bonksburg West 1459

<u>RISK ITEM INSURED</u>	<u>SUM INSURED</u>
General Liability	R 1 000 000.00
Defective Workmanship	R 350 000.00
Employers Liability	R 1 000 000.00
Extended Liability up to	R 19 000 000.00

We trust that you find the above information in order.

Contact me if you have any queries.

Regards,

Edith Gxuma  
Service Consultant  
Tel: 011 669 7327  
Email: [edith.gxuma@momentum.co.za](mailto:edith.gxuma@momentum.co.za)

## **MEMOTEK TRADING CC**

67 Rietfontein Road  
Boksburg West  
1459  
Cell: +27763130133  
VAT# 4520239858  
Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)  
Reg: 2007/017380/23



### **COMPANY PROFILE**

Memotek Trading CC was registered in 2007 and has served a spectrum of customers on the Sub-Saharan African Region. Memotek Trading is a dedicated procurement integration house catering South Africa and the African Continent. Our focus is constantly developing our technologies, systems (processes) to deliver cost savings and increase efficiency to our clients in a fully integrated services. To maintain a culturally sensitive understanding of both the people we work with and the business and needs of our clients, Memotek Trading has committed to establish offices in all the provinces we operate.

#### **MISSION STATEMENT**

To provide our customers with the highest quality products and accessories at fair and market competitive prices. To ensure the longevity of our company through repeat and referral business achieved by customer satisfaction in all areas including timeliness, attention to detail and service-minded attitudes. To maintain the highest levels of professionalism, integrity, honesty and fairness in our relationships with our suppliers, subcontractors, professional associates and customers

#### **VISION STATEMENT**

To be the leading procurement integration house offering the best electrical, infrastructure and water treatment products that satisfy and exceeds the needs and expectations of our existing and potential clients.

#### **OUR PRODUCTS**

The business has various areas of specialization - Electrical, Infrastructure, Water Treatment, to name a few.

Head Offices: 67 Rietfontein Road, Boksburg West, Boksburg, South Africa, 1459, Tel: +27 76 313 0133 & +27 11 826 1454, Fax: +27 11 826 4188.

Cape Town Offices: Tel: +27 21 556 7435, Fax +27 21 556 7448,  
Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)

# MEMOTEK TRADING CC

67 Rietfontein Road

Boksburg West

1459

Cell: +27763130133

VAT# 4520239858

Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)

Reg: 2007/017380/23



## Cleaning Materials and Chemicals

1. CHEMICALS
  - 1.1 Disinfectants, Floor care, Detergents
  - 1.2 Deodorisers and Air fresheners
  - 1.3 Drain cleaners
2. WASHROOM
  - 2.1 Dispensers
  - 2.2 Toilet paper holders
  - 2.3 Urinal screen
3. BRUSHWARE
  - 3.1 Brushware heads
  - 3.2 Econo handles
  - 3.3 Squeegees
  - 3.4 Accessories and general brushes

## Water Treatment Division – Core Products

- Sodium Hypochlorite
- Calcium Hypochlorite Tablets HTH
- Chlorine granular and Chips HTH
- Hydrochloric Acid
- Sodium Hydroxide/ Caustic Soda Lye (liquid)
- SODIUM CARBONATE (SODA ASH- dense)
- Hydrated Lime (Ca (OH)<sub>2</sub>)
- Chlorine Gas - 990/940kg tanks, 70kg cylinders (SABS Spec.CKS6)
- citric acid
- Phosphoric acid
- Ferric Chloride
- Polymeric Coagulant

Head Offices: 67 Rietfontein Road, Boksburg West, Boksburg, South Africa, 1459, Tel: +27 76 313 0133 & +27 11 826 1454, Fax: +27 11 826 4188.

Cape Town Offices: Tel: +27 21 556 7435, Fax +27 21 556 7448,

Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)

## MEMOTEK TRADING CC

67 Rietfontein Road

Boksburg West

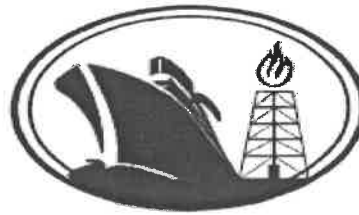
1459

Cell: +27763130133

VAT# 4520239858

Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)

Reg: 2007/017380/23



- **Flocculants**

### WASTE MANAGEMENT DIVISION – SUPPLIES

- Recycle Bins
- Bulk Containers and Bulk Bins
- Baboon bins

### Some of our main Suppliers include;

#### Category A- Electrical

1. Schneider Electric SE
2. Revive Transformers
3. West Weg Group
4. Megger and SebaKMT
5. ACTOM
6. CBI Electric
7. Aberdare Cables
8. TIS / Tank Industries / Jointmaster / REPL/ Airshrink (CIP)

#### Category B – Infrastructure

9. Aveng Group
10. National Asphalt/ Tosas/ Colas/ More Asphalt/ Much Asphalt
11. Spraypave
12. Spraymate
13. Kansai Plascon
14. Bell / Barloworld
15. PPC

#### Category C – Water Treatment

16. Protea Chemicals
17. NCP Chlorchem
18. ChemAlum
19. Richbay Chemicals

**Head Offices:** 67 Rietfontein Road, Boksburg West, Boksburg, South Africa, 1459, Tel: +27 76 313 0133 & +27 11 826 1454, Fax: +27 11 826 4188.

**Cape Town Offices:** Tel: +27 21 556 7435, Fax +27 21 556 7448,

**Email:** [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)



## MEMOTEK TRADING CC

67 Rietfontein Road

Boksburg West

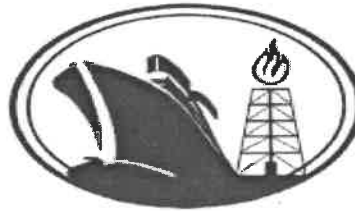
1459

Cell: +27763130133

VAT# 4520239858

Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)

Reg: 2007/017380/23



20. Idwala
21. Limeco
22. P & B Lime
23. Tata Chemicals

### Category E – Waste Management

24. Mpact
25. JobeGroup
26. AtlasPlastic
27. JJ Fabrications
28. Naplink Holdings

### Category F - Water fittings

25. Cascade
26. Flotek
27. Sizabantu
28. AVK
29. Jenfit
30. Klamflex
31. Incedon

### Electrical Division – Core Products

- Transformers - designed, manufactured and type tested to SANS 780 from 10KVA up to 10MVA. With the rated voltage going up to 33KV. We offer Pole Mount Transformers, Ground Mount, Distribution all the way up to Power Transformers.

Head Offices: 67 Rietfontein Road, Boksburg West, Boksburg, South Africa, 1459, Tel: +27 76 313 0133 & +27 11 826 1454, Fax: +27 11 826 4188.

Cape Town Offices: Tel: +27 21 556 7435, Fax +27 21 556 7448,

Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)

# MEMOTEK TRADING CC

67 Rietfontein Road

Boksburg West

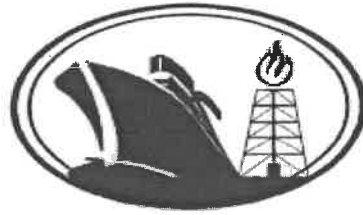
1459

Cell: +27763130133

VAT# 4520239858

Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)

Reg: 2007/017380/23



- Miniature Substation- manufactured according to Eskom and SANS 1029 Specifications, from 100KVA up to 2000KVA. Voltages up to and including 22KV, with the option of SF6, Vacuum and Oil Switchgear.
- Bulk Metering Kiosk- Bulk Metering Kiosks comprises of 4 Way or 3 Way SF6 Ring Main unit combined Air Metering unit, in a compact Sub-station Solution. Ranging from 6.6KV - 22KV with various CT Ratios.
- Switchgear
- Ring Main Units - Our range of Ring Main Units (RMUs) are all suitable for both indoor and outdoor locations and are designed to operate in the most extreme environmental conditions. We offer SF6, oil and gas insulated ring main units
- Low Voltage Panels
- Battery Chargers - chargers for lead-acid (vented or sealed) and NiCad batteries with capacities of a few amp-hours up to a few hundred amp-hours. The output voltages of our battery chargers range from 6VDC to 300VDC
- Test and Measurement Equipment- Below is a list of categories for the various instruments, equipment and accessories we currently have to offer.

Cable Fault Location <input type="checkbox"/>	Overhead Line Testing <input type="checkbox"/>
Cable Testing / Over-Voltage Testing <input type="checkbox"/>	Equipment <input type="checkbox"/>
Cable Diagnostics <input type="checkbox"/>	Power Quality <input type="checkbox"/>
Phase Identification & Cable ID <input type="checkbox"/>	Protection Relay Systems <input type="checkbox"/>
Sheath Testing <input type="checkbox"/>	Watt-hour Meter Testing <input type="checkbox"/>
Earth Fault Location <input type="checkbox"/>	Generator Testing & Motor <input type="checkbox"/>
Quality Testing <input type="checkbox"/>	• Telescopic Poles
Battery Testing Equipment <input type="checkbox"/>	• Connectable Poles
Earth Testers <input type="checkbox"/>	• Multiuse Poles
Insulation Resistance Testers <input type="checkbox"/>	• Fuse Disconnecting Poles
Low Resistance Ohmmeters <input type="checkbox"/>	• Rescue Poles
	• Condenser Discharging Poles
	• Low Voltage Earthing Equipment
	• Medium Voltage Earthing Equipment
	• High Voltage Earthing Equipment

Head Offices: 67 Rietfontein Road, Boksburg West, Boksburg, South Africa, 1459, Tel: +27 76 313 0133 & +27 11 826 1454, Fax: +27 11 826 4188.

Cape Town Offices: Tel: +27 21 556 7435, Fax +27 21 556 7448,

Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)

# MEMOTEK TRADING CC

67 Rietfontein Road

Boksburg West

1459

Cell: +27763130133

VAT# 4520239858

Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)

Reg: 2007/017380/23



- Analog Voltage Detectors
- Compact Voltage Detectors
- Medium Voltage Detectors
- High Voltage Detectors
- Voltage Detectors for Catenary Lines

Multifunction Installation Testers☐

Multimeters and Clampmeters☐

Portable Appliance Testing ☐  
(PATs)

Cable Height Meters☐

Dielectric and High Potential ☐  
Testing

Corona Detectors☐

Cable Locators and Route ☐ Tracers

Gloves and Accessories☐

Harnesses and Belts☐

Individual Protection Equipment☐

Insulation Stool☐

Insulation Mats☐

Manoeuvring Poles☐

Hand Tools☐

- Bipolar Voltage Detectors
- Low Voltage Detectors
- Personal Voltage Detectors
- Beacons and Bird Anticollision Devices
- Standard Copper Cable Lugs and Ferrules
- DIN Copper Lugs and Ferrules
- Aluminium Connectors
- Shear Head Bolt Cable Lugs and Ferrules
- Bimetallic Cable Lugs and Ferrules
- Bimetallic, Aluminium and Copper Clamps
- Split Bolt Connectors
- Earthing Rods and Accessories
- Setscrew Connectors
- Studded Clamps
- Insulated Tools

- **Padlocks**- nylon padlocks (Low voltage nylon padlocks, Medium voltage, High voltage nylon padlocks, Access nylon padlocks) -weatherproof laminated padlocks (Low voltage laminated padlocks, Medium voltage, High voltage laminated padlocks, Access laminated padlocks) -Diskus padlocks. -Generic Padlock. – Master key coded keys - Night latches (ABC cascading System). – Cylinders. We offer Union, Viro, Cisa, Tri-circle and PDT brands.

Head Offices: 67 Rietfontein Road, Boksburg West, Boksburg, South Africa, 1459, Tel: +27 76 313 0133 & +27 11 826 1454, Fax: +27 11 826 4188.

Cape Town Offices: Tel: +27 21 556 7435, Fax +27 21 556 7448,

Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)

## MEMOTEK TRADING CC

67 Rietfontein Road

Boksburg West

1459

Cell: +27763130133

VAT# 4520239858

Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)

Reg: 2007/017380/23



- **Joints and Terminations-** Low voltage jointing & termination kits, Medium voltage joints & terminations, Heatshrinkable tubing, Heatshrinkable breakout boots, Heatshrinkable end caps  
Heatshrinkable repair sleeves, General purpose heatshrink tubing, Street lighting enclosures. – Epoxy resin bushes, connectors, Surge Arrestors, S-Tail Link, LinkBoxRaysulator.

### □Cables

#### Infrastructure Division – Core Products

32. **Hot and Cold Asphalt**
33. **Aggregates – G1 to G7**
34. **Cement**
35. **ANIONIC & CATIONIC EMULSIONS -** Cationic spray grade: 60%, 65% & 70%, Stable grade: 60%, Anionic stable: SS60
36. **Grade bitumen (50/70 pen, 70/100 pen)**
37. **MODIFIED BITUMEN EMULSIONS-** SC-E1 (65% or 70% binder content with 3% latex) SC-E2 (65% or 70% binder content with 5% latex)
38. **Forklifts**
39. **Streetlight and Transmission Poles-** Street Light Poles (Concrete, Galvanized Steel and Wood), Transmission Poles, Surveillance Camera Poles, Decorative Street Light Poles, Traffic Signal Poles, Bollards, Sign Poles, Spigots, Outreach Arms, Floodlight Brackets, Signal Mounting Brackets, Pole Access Covers
40. **Construction Equipment-** Pedestrian Rollers, Ride-on-Rollers, Compactors, Dampers
41. **Road Marking Paints and Beads**
42. **CLC Lime**
43. **Pumping Solutions-** Pumps, Valves, Pipes, Clamps, Couplings
44. **Underground spray paints**
45. **Blasting Wire**

Head Offices: 67 Rietfontein Road, Boksburg West, Boksburg, South Africa, 1459, Tel: +27 76 313 0133 & +27 11 826 1454, Fax: +27 11 826 4188.

Cape Town Offices: Tel: +27 21 556 7435, Fax +27 21 556 7448,

Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)

## **MEMOTEK TRADING CC**

67 Rietfontein Road

Boksburg West

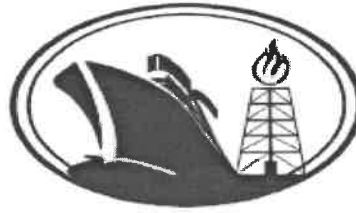
1459

Cell: +27763130133

VAT# 4520239858

Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)

Reg: 2007/017380/23



### **SOME OF OUR CLIENTS**

1. City of Cape Town
2. Amatola Water
3. City of Ekurhuleni
4. City of Tshwane
5. eThekweni Municipality
6. City of Johannesburg
7. City Power
8. Nelson Mandela Bay Municipality
9. Mossel Bay Municipality
10. Swellendam Municipality
11. Stellenbosh Municipality
12. Umhlathuze Municipality
13. Breede Valley Municipality
14. Bergrivier Municipality
15. Pletternberg Municipality
16. Theewaterskloof Municipality

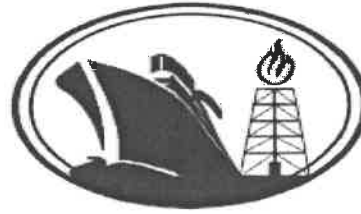
**Head Offices: 67 Rietfontein Road, Boksburg West, Boksburg, South Africa, 1459, Tel: +27 76 313 0133  
& +27 11 826 1454, Fax: +27 11 826 4188.**

**Cape Town Offices: Tel: +27 21 556 7435, Fax +27 21 556 7448,**

**Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)**

## **MEMOTEK TRADING CC**

67 Rietfontein Road  
Boksburg West  
1459  
Cell: +27763130133  
VAT# 4520239858  
Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)  
Reg: 2007/017380/23



### **MANAGEMENT**

Memotek Trading CC is 100% owned by Black Africans, with 35% owned by Woman. The management and control of Memotek Trading cc is in the hands of young black professionals with 57% being women and 71% being under the aged of 30 years. Mr. John Million is the Managing Member and responsible for the operations and management of Memotek Trading. He is supported by a Team of qualified and experienced personnel who are dedicated, and devoted to the Mission of the business.

### **EXPERIENCE**

Memotek Trading have 14 years of experience in supplying various products to different Clients mainly Municipalities.

### **CONTACT DETAILS**

Registration Number: 2007/017380/23  
VAT: 4520239858  
Customs Client Number: 20654861  
BBBEE STATUS: LEVEL 1  
Procurement Recognition Level 135 %

#### **Head Office**

67 Rietfontein Road  
Boksburg West  
1459

Telephone number: +27 11 428 1454  
Contact Person: Tshegofatso Grace Sedumedi  
Cellphone: +2772 816 8807  
Email Address: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk) OR [memotektrading@outlook.com](mailto:memotektrading@outlook.com)

#### **Durban Branch**

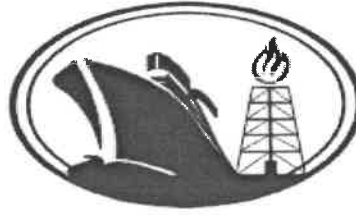
97 Lambert Road , Unit 3  
Morningside  
Telephone Number is +27 31 303 1827  
Contact Person: Allan Mapfiro  
Cellphone: 076 313 0133  
Email Address: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk) OR [memotektrading@outlook.com](mailto:memotektrading@outlook.com)

**Head Offices: 67 Rietfontein Road, Boksburg West, Boksburg, South Africa, 1459, Tel: +27 76 313 0133  
& +27 11 826 1454, Fax: +27 11 826 4188.**

**Cape Town Offices: Tel: +27 21 556 7435, Fax +27 21 556 7448,  
Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)**

## **MEMOTEK TRADING CC**

67 Rietfontein Road  
Boksburg West  
1459  
Cell: +27763130133  
VAT# 4520239858  
Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)  
Reg: 2007/017380/23



### **City of Cape Town**

13 Bay Way  
Parklands  
Telephone Number is +27 21 556 7435  
Contact Person: PhumzileMathibela  
Cellphone: 085 656 6328  
Email address: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk) OR [memotektrading@outlook.com](mailto:memotektrading@outlook.com)

### **Nelson Mandela Bay Municipality Branch**

44 Cape Road  
Unit 106  
Park Sheraton  
Port Elizabeth  
Telephone Number is +27 41 373 2121  
Contact Person: Samuel Tefu Mathabatha  
Cellphone: 078 959 2134  
Email Address: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk) OR [memotektrading@outlook.com](mailto:memotektrading@outlook.com)

### **Polokwane Branch**

Contact Person: John Million  
Cellphone: 076 313 0133  
Email Address: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)

### **BANKING DETAILS:**

MEMOTEK TRADING  
FIRST NATIONAL BANK  
SANDTON CITY 254-605  
ACCOUNT: 62127779413  
CURRENT/CHEQUE ACCOUNT

**Head Offices: 67 Rietfontein Road, Boksburg West, Boksburg, South Africa, 1459, Tel: +27 76 313 0133  
& +27 11 826 1454, Fax: +27 11 826 4188.**

**Cape Town Offices: Tel: +27 21 556 7435, Fax +27 21 556 7448,  
Email: [johnmillion32@yahoo.co.uk](mailto:johnmillion32@yahoo.co.uk)**

# SWELLENDAM

Munisipaliteit • Municipality

Posbus / P.O. Box 20 Swellendam 6740  
 Tel: 028 514 8500 Fax: 028 514 2694  
 E-mail: records@swellenmun.co.za

## AMPTELIKE BESTELLING OFFICIAL ORDER

BESTEL NR. / ORDER NO.	DATUM / DATE
108024 108024	30/09/2021

Delivery Address:  
SCM AFD

MEMOTEK TRADING CC  
 PO BOX 10768  
 BOKSBURG WEST

C/P: E. MASSERMAN	C/N: 0285148000
KR. NR. / CR. NO.	HEH0001

Person who is permitted to sign goods to be delivered Person who is authorised to receive goods Datum / Wanneer goedere dienste ontvang sal word Date / Wanneer goedere dienste wil de delivered	Contract No.	Request No.
		114872
		B. BEYERS

Lyn Line	Voorraad / Pos Nr. Stock / Vole No.	Beskrywing / Descriptions	Hoëv Qty	Prys BTW uit Price Excl. VAT	BTW VAT	Totale Prys Total Price
1	50101001121	WP ERGONOMIC ADJUSTABLE OFFICE CHAIR(QUOTE 0024)	1	5225.00	783.75	6008.75

*[Signature]*  
 Gemagtigde Aankoper / Authorised Buyer

**TOTAAL** **TOTAL** **R** 6008.75

FORMA 0011 198 2021 BK 00014





CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

# PURCHASE ORDER 4502765002

PO DATE 04.02.2016  
TIME 13:42:24  
PAGE 1 OF 2

**SUPPLIER DETAILS**  
MEMOTEK TRADING CC  
PLATINUM JUNCTION SCHOOL STR  
MILNERTON  
7441  
  
**SUPPLIER NUMBER** : 1002381579  
**SUPPLIER TELEPHONE** : 0215567435  
**SUPPLIER FAX NO** : 0215567448  
**COLLECTIVE NUMBER** :

**INVOICE TO:**  
City of Cape Town  
Private Bag X6  
7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**  
Electronic Invoices can be e-mailed to:  
Accounts payable.RegistryM@capetown.gov.za  
NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**  
CS - City Health  
CSCH

**OUR REFERENCE** : 97G/2015/16  
**CONTRACT NO** : 460007026  
**BUYER DETAILS** : J. Groenewald  
**TELEPHONE** : 021 400 6750

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010	500006402	FRIDGE:Double Door;For Vaccine;900L	20160318	each	16.00	20383.00	0.00	326128.00	45657.92
FRIDGE - TYPE: Double Door; CAPACITY: 900Litres; SPECIFICATIONS:For Bulk Vaccine and for various City Health Clinics. To supply & deliver 16x Vaccine fridges to the following addresses:									
1x Vaccine fridge to: Sr Nongakubani Diniso @ Ikhwezi Clinic, 3 Simon Street, Lwandle. Contact no: 021-8244400.									
1x Vaccine fridge to: Sr Marcelle Segels @ Dr Ivan Toms Clinic, C/o Umbashe & Nqubelane St, Mfuleni. Contact no: 021 909 0520/0504									
1x Vaccine fridge to: Sr Lindiwe Matebeni @ Guguletu Clinic, Cnr NY1 & NY3, Guguletu. Contact no: 021- 637 9075/6/7.									
1x Vaccine fridge to: Sr Judith Hendricks @ Manenberg Clinic, Manenberg Rd, Manenberg. Contact no: 021 691 6379.									
1x Vaccine fridge to: Sr Hilary Chordnum @ Tafelsig Clinic, Kilimanjaro Rd, Tafelsig, Mitchells Plain. Contact no: 021-397 8195/8906.									



**PURCHASE ORDER**  
**4502765002**

PO DATE 04.02.2016  
TIME 13:42:24  
PAGE 2 OF 2

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
1x	Vaccine	fridge to: Sr Fundiswa Molopo @ Weltevreden Valley Clinic, Oliver Tambo Drive, Mitchells Plain. Contact no: 021-372 4469							
1x	Vaccine	fridge to: Sr Stephanie Sirmonpong @ Wallacedene Clinic, Cnr La Boheme & Pietersen St. Wallacedene. Contact no: 021- 444 8601/3.							
1x	Vaccine	fridge to: Sr Annali Bosman @ Brackenfell Clinic, Paradys St. Brackenfell. Contact no: 021-980 1285/9.							
1x	Vaccine	fridge to: Mr Joseph Soutshana @ Masiphumelele Clinic, Pokela Rd, Masiphumelele. Contact no: 021-785 3938/7853556.							
1x	Vaccine	fridge to: Esther Carolus @ Hout Bay Main Clinic, Imizamo Yetho, Main Road, Hout Bay. Contact no: 021 790 7608.							
1x	Vaccine	fridge to: Lizi Coetsee @ Delft South Clinic, Cnr Boyce St & Delft Main Rd, Delft. Contact no: 444 897/45							
1x	Vaccine	fridge to: Marilyn Dennis @ St Vincent Clinic, Cnr Belhar & St Vincent Drive, Belhar. Contact no: 021 444 7919/9.							
1x	Vaccine	fridge to: Sr Gerda van Wyk @ Albow Gardens Clinic, Koeberg Rd, Milnerton. Contact no: 021/514 6530/27.							
1x	Vaccine	fridge to: Sr Monica Phetlho @ Langa Clinic, Washington St, Langa. Contact no: 021 694 1740/1.							
1x	Vaccine	fridge to: Irena Lukasiewicz @ Ndabeni Medical Store, Oude Molen Rd, Ndabeni. Contact no: 021-4006124/23							
1x	Vaccine	Fridge to: Johann Steyl @ City Health Laboratory Services, 84 Alexander Rd, Parow. Contact no: 021-444 7030.							
		maximum 6 weeks delivery from purchase order							

**Purchase Order Total Including Vat. R 371,785.92**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.

**Standard Payment Terms:** Invoices dated on or before the 20th of a particular month, will be paid between the 23rd and 26th of the ensuing month. All valid purchase order documents should constitute borders.

Notice is hereby given that it is each **supplier's responsibility** to keep all information **updated** on the City's Supplier Database to **ensure compliance**. If any critical information i.e **Tax clearance certificate, CIDB, IRP30, CONFLICT/DECLARATION OF INTEREST etc**, is not valid then transactions with the supplier will be **suspended until** such time the correct verified information is received.



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

## CHANGE TO PURCHASE ORDER 4502954902

PO DATE 17.11.2016  
TIME 09:06:50  
PAGE 1 OF 1

**SUPPLIER DETAILS**

MEMOTEK TRADING CC  
PLATINUM JUNCTION SCHOOL STR  
MILNERTON  
7441

SUPPLIER NUMBER : 1002381579  
SUPPLIER TELEPHONE : 0215567435  
SUPPLIER FAX NO : 0215567448  
COLLECTIVE NUMBER : R07170342A

**INVOICE TO:**

City of Cape Town  
Private Bag X6  
7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
Accounts.payable.RegistryM@capetown.gov.za  
NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

CS - City Police  
CSMP

**OUR REFERENCE :**

CONTRACT NO :  
BUYER DETAILS : R. Geysman  
TELEPHONE : 021 400 9236

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010		Frigde magnets 90mmX50mm in full colour	20161122	each	50.00	15.20	0.00	760.00	106.40
***		Delivery date changed ***							
00020		Coaster 95mm diameter 1.5 base	20161122	each	50.00	18.85	0.00	942.50	131.95
***		Delivery date changed ***							
00030		Metal magnets bullpen laser engraved	20161122	each	200.00	18.55	0.00	3710.00	519.40
***		Delivery date changed ***							

**Purchase Order Total Including Vat. R 6,170.25**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.

**Standard Payment Terms:** Invoices dated on or before the 20th of a particular month, will be paid between the 23rd and 26th of the ensuing month.

All valid purchase order documents should constitute borders.

Notice is hereby given that it is each **supplier's responsibility** to keep all information **updated** on the City's Supplier Database to **ensure compliance**. If any critical information i.e **Tax clearance certificate, CIDB, IRP30, CONFLICT/DECLARATION OF INTEREST etc**, is not valid then transactions with the supplier will be **suspended until** such time the correct verified information is received.



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

## PURCHASE ORDER 4503703122

PO DATE 01.06.2020  
TIME 18:14:08  
PAGE 1 OF 2

**SUPPLIER DETAILS**

MEMOTEK TRADING CC  
PLATINUM JUNCTION SCHOOL STR  
MILNERTON  
7441

SUPPLIER NUMBER : 1002381579  
SUPPLIER TELEPHONE : 0215567435  
SUPPLIER FAX NO : 0215567448  
COLLECTIVE NUMBER : GL12001010

**INVOICE TO:**

City of Cape Town  
Private Bag X6  
7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
Accountspayable.RegistryM@capetown.gov.za  
NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

The Manager  
CS - City Health / SR MAC NIEL  
CSCH  
C/O LANSDOWNNE & CHURCH ROAD  
LANSDOWNNE

**OUR REFERENCE :**  
**CONTRACT NO :**  
**BUYER DETAILS :** R. Geysman  
**TELEPHONE :** 021 400 9529  
**EMAIL:** GL1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010		VACCINE FRIDGE LANSDOWNNE CLINIC C/O LANSDOWNNE & CHURCH ROAD, LANSDOWNNE CONTACT PERSON: SR MAC NIEL CONTACT NUMBER:444 4287/6/5	17/06/2020	each	1.00	34634.85	0.00	34634.85	5195.23
		UPRIGHT SOLID DOOR VACCINE FRIDGE - B200/40/220H ESMERALDA DEMINK -444 5407							
		LANSDOWNNE CLINIC C/O LANSDOWNNE & CHURCH ROAD, LANSDOWNNE CONTACT PERSON: SR MAC NIEL CONTACT NUMBER:444 4287/6/5							



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

## PURCHASE ORDER 4503703122

PO DATE 01.06.2020  
TIME 18:14:08  
PAGE 2 OF 2

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
---------	----------	-------------	---------------	-----	---------	------------	----------	--------------	-----------

UPRIGHT SOLID DOOR VACCINE FRIDGE - B200/40/220H

ESMERALDA DEMINK -444 5407

**Purchase Order Total Including Vat. R 39,830.08**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.

**Standard Payment Terms:** Payment of invoices will be made within 30 days of receiving the relevant invoice or statement. All valid purchase order documents should constitute borders.

Notice is hereby given that it is each **supplier's responsibility** to keep all information **updated** on the City's Supplier Database to **ensure compliance**. If any critical information i.e **Tax clearance certificate, CIDB, IRP30, CONFLICT/DECLARATION OF INTEREST etc**, is not valid then transactions with the supplier will be **suspended until** such time the correct verified information is received.