

RFQMM02/08/22



NEWCASTLE MUNICIPALITY

BID REFERENCE NUMBER: RFQMM02/08/22R

REQUEST FOR QUOTATION FOR

APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) FOR THE PROVISION OF
INVESTIGATION SERVICES ON WIDE RANGE OF WORKPLACE SEXUAL HARASSMENT
ALLEGATIONS WITHIN NEWCASTLE MUNICIPALITY

SUBMISSION OF QUOTATION DOCUMENT DEADLINE	
CLOSING DATE:	Monday, 8 August 2022
TIME:	15h00
VENUE:	Quotation Box located at Municipal Civic Centre Offices (Rates Hall), Tower Block Building, 37 Murchison Street, Newcastle 2940, alternatively can be e-mailed to zanele.jele@newcastle.gov.za

Name of Bidder	THABETHE CEBEKHULU ATTORNEYS
CSD No	MAAA0648547
Physical Address	OFFICE 29/30/31/32
	20 OTTO'S STREET
	PIETERMARITZBURG
	3201
Contact Person	WELILE PERCIVAL CEBEKHULU
Phone Number	082 360 1306 / 083 231 8917
E-Mail Address	admin@thabethecebekhuluattorneys.co.za

PART 1: RFQ REQUIREMENTS

NEWCASTLE MUNICIPALITY INVITES YOU TO RESPOND TO A REQUEST FOR QUOTATION (RFQ) AS INDICATED IN THE SCOPE OF WORK

QUOTATION REFERENCE NUMBER	: RFQMM02/08/22
ISSUE DATE	: Thursday, 4 August 2022
CLOSING DATE AND TIME	: Monday, 8 August 2022 at 15h00
PROJECT DURATION	: 30 days (1 Month)

INVITATION TO QUOTATION AND INSTRUCTIONS TO BIDDERS

STAGE 1 : RFQ MANDATORY REQUIREMENTS EVALUATION

1. Written quotations must be submitted based on the scope of work and pricing schedule.
2. Written quotations documents may only be completed in **black ink**, the use of erasable black ink is not allowed.
3. All prices must be quoted in South African Rand and the pricing strategy is re-measurable depending on the scope of work.
4. Quotations shall remain valid for **ninety (90) days** after the quotation closure date.
5. No contract shall be concluded with any bidder whose tax matters are not in order. Bidders are required to submit **complaint National Treasury Central Supplier Database (CSD) report not older than 7 days**. Should the bidder be found non-complaint at the date of adjudication, they will be given 7 working days to address their tax matters with South African Receiver of Revenue failure to comply will result to disqualification from the bidding process.
6. Bidders must submit Municipal bill accounts and must not be in arrears for more than 90 days or submit valid and signed lease agreement accompanied by letter from the landlord confirming that all rental obligations are in order in case of office lease.
7. The Municipality does not do business with bidders who has outstanding municipal account for more than ninety 90 days.
8. **Please note that no quotations received after the closing time will be considered.**
9. Sealed quotation documents must be deposited in the **QUOTATION BOX** provided at the Municipal Civic Centre (Rates Hall), 37 Murchison Street Newcastle or emailed to zanele.jele@newcastle.gov.za, by no later than 15h00 on **Monday, 8 August 2022** where quotations will be opened in public. Please be advised that the name, address and contact details should be written at the back of the envelope.
10. Quotations will be evaluated on **Price** and SCM policy of the municipality inline with exception on the application of PPPFA.
11. Bidders are required to submit original certified SANAS accredited B-BBEE certificate or original sworn in affidavit in order to be awarded B-BBEE points.
12. The Municipality reserves a right to appoint more than one service providers to render services either for presiding officer or evidence leader depending on the quotation evaluation outcomes.
13. The Municipality reserves a right to apply risk assessment should the recommended bidder pose any of the below-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the below mentioned risks.

14. Only bidders invited by the Municipality will be considered for this request for quotation.
Failure to meet any of the above mandatory requirement will result to disqualification of the bid.

STAGE 2: TECHNICAL EVALUATION

Part A: Requirements for Presiding officer (Chairperson):

- a. Submit LLB qualification (Copy of the qualification must be submitted)
- b. Submit comprehensive CV for presiding officer with minimum of 5 years post qualification experience in presiding over disciplinary hearing processing.
- c. Submit at least one (1) reference letters from government Client(s) where similar services were rendered. (Reference letter must be for the bidder not individual(s))

1. SCOPE OF WORK

The Newcastle Municipality intends to appoint a suitable service provider(s) for the provision of investigation services on the workplace wide range of sexual harassment cases within the Newcastle Municipality.

The Council received written complaints from anonymous source about incidents of sexual harassment which took place in the Municipality within a specific department and the allegations were presented in the Municipal Council which took a resolution to appoint an independent investigator to embark on a fact-finding exercise and make recommendation to the Accounting Officer and Municipal Council.

Appointed service provider is expected to perform the following duties and submit a report to council within 30 days from date of work commencement:

- a. Perusal of written submission made by complainant and other related documents.
- b. Conduct one on one interviews with affected employees or stakeholders.
- c. Conduct one on one interviews with alleged perpetrators of sexual harassment.
- d. Provide assurance to the complaining party at the outset that the complaint will be treated seriously, that there will not be any retaliation for raising it, and that any concerns about retaliation should be brought to the investigator's attention immediately so that they can be addressed.
- e. Perusal of Council policies or procedures as well as other legislations in place for dealing with harassment or discrimination.
- f. Ensure fair and balance investigation.
- g. Inform all affected parties on the findings or outcome of the investigation.
- h. Inform all affected parties on their rights.
- i. Prepare final report with recommendations to the accounting officer or Council.
- j. Make oral or written representation to Municipal Council or accounting officer of the investigation and recommendations.

2. TIME FRAME

The service provider will be required to conclude disciplinary hearing within 30 days from the appointment date.

STAGE 2: FINANCIAL EVALUATION

The bidders that have successfully progressed will be evaluated based on price and legal firms will awarded to the lowest and acceptable market rates after consideration of all mandatory requirement have been considered.

SUMMARY OF PRICING LIST

ITEM NO.	DESCRIPTION	CURRENT AMOUNT
2	HOURLY RATE/S FOR THE SENIOR INVESTIGATIVE OFFICER	R 2310-00
3	HOURLY RATE/S FOR THE JUNIOR INVESTIGATIVE OFFICER	R 1950-00
4	TRAVEL RATE PER KILOMETRE TO BE CLAIMED TO AND FROM NEWCASTLE MUNICIPAL OFFICES	R 5/km
5	TELEPHONE CALL RATE PER MINUTE	R 31 minute
6	CELL PHONE CALL RATE PER MINUTE	R 51 minute
7	COST OF PRINTING PER COPY	R 51 copy
8	COST OF PHOTOCOPYING PER COPY	R 51 copy
9	OTHER LEGAL SERVICES RELATED COST	
10	OTHER DISBURSEMENT COST.	
Sub-Total		R 4283-00
VALUE ADDED TAX AT 15% (IF APPLICABLE)		R 642-45
TENDER CLOSING AMOUNT		R 4925-45

Important note: The Municipality reserves the right to appoint different service provider(s) for presiding officer and evidence leader depending on the evaluation outcome.

STAGE 3: RISK ASSESSMENT

The Municipality reserves a right to apply risk assessment should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above-mentioned risks.

3. TAX COMPLIANCE STATUS

Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the tax status within 7 days.

4. TECHNICAL ENQUIRIES

For enquiry purposes please contact:

Contact Person	:	Mrs Zanele Jele and Nomaswazi Mbuli
Telephone number	:	034 328 7701
Email address	:	zanele.jele@newcastle.gov.za/ Nomaswazi.Mbuli@newcastle.gov.za

NEWCASTLE MUNICIPALITY



RETURNABLE SCHEDULES/DOCUMENTS

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of Enterprise: THABETH CERBERHULL ATTORNEYS

Section 2: VAT registration number, if any: 4090270812

Section 3: CIDB registration number, if any: 10274507

Section 4: CSD: MAAA0648547

Section 5: Particulars of sole proprietors and partners in partnerships

Name *	Identity Number *	Personal Income Tax Number*
WELILE PERCIVAL		
CERBERHULL	620310 5560 084	0202 237 152

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

N

A

Tax reference number:

Section 7: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: MBD6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: MBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: MBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- (i) Authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- (ii) Confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- (iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- (iv) Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- (v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signature		Date	08/08/2022
Name	WELILE P. CERBERHULL	Position	PROPRIETOR
Enterprise Name	THABETH CERBERHULL ATTORNEYS		

MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. 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.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder/ Representative	LOELIE PERCIVAL CERRETHULLY
3.2	Identity Number	620310 5560 084
3.3	Position occupied in the Company (director, trustee, shareholder ²)	PROPRIETOR
3.4	Company Registration Number	620310 5560 084
3.5	Tax Reference Number	0202 237 152
3.6	VAT Registration Number	4090270812

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8	Are you presently in the service of the state*?	☒ Yes	☐ No
3.8.1	If yes, furnish particulars.	N/A	
3.9	Have you been in the service of the state for the past twelve months	☒ Yes	☐ No
3.9.1	If yes, furnish particulars.	N/A	
3.10	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	☒ Yes	☐ No

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

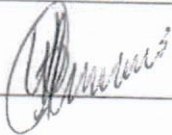
(f) an employee of Parliament or a provincial legislature.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.10.1	If yes, furnish particulars.		
	N/A		
3.11	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars.		
	N/A		
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.12.1	If yes, furnish particulars.		
	N/A		
3.13	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If yes, furnish particulars.		
	N/A		
3.14	Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.14.1	If yes, furnish particulars.		
	N/A		

4. Full details of directors / trustees / members / shareholders.

Full Names	Identity Number	State Employee Number
WELILE PERCIVAL		
CERBEKHULLI	020310 5560 084	NONE

Name of Bidder	THABETH CERBEKHULLI ATTORNEYS		
Signature		Name (print)	WELILE P. CERBEKHULLI
Capacity	PROPRIETOR	Date	08/08/2022

MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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 to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
 - a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system;
 - b) Been convicted for fraud or corruption during the past five years;
 - c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
 - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

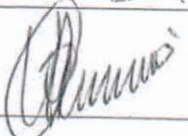
ITEM	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audit alteram partem rule was applied). The database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☒
4.1.1	If so, furnish particulars: N/A		
4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)? (The Register for Bid Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☒

4.2.1	If so, furnish particulars: N/A		
ITEM	QUESTION	YES	NO
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?	Yes ☐	No ☒
4.3.1	If so, furnish particulars: N/A		
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 any other municipality/municipal entity, that is in arrears for more than three months?	Yes ☐	No ☒
4.4.1	If so, furnish particulars: N/A		
4.5	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?	Yes ☐	No ☒
4.5.1	If so, furnish particulars: N/A		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) WELIE PERCIVAL CERERHULU
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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.

Name of Bidder	THABETHA CERERHULU ATTORNEYS		
Signature		Name (print)	WELIE P. CERERHULU
Capacity	PROPRIETOR	Date	08/08/2022

NEWCASTLE MUNICIPALITY



PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE**FORM OF OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) FOR THE PROVISION OF INVESTIGATION SERVICES ON WIDE RANGE OF WORKPLACE SEXUAL HARASSMENT ALLEGATIONS WITHIN NEWCASTLE MUNICIPALITY

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

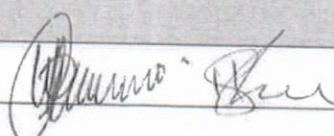
By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

FOUR THOUSAND NINE HUNDRED AND
TWENTY FIVE RANDS AND FORTY FIVE
CENTS
Rand (in words);

R. 4,925 - 45 (in figures) (or other suitable wording)

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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

Signature	W.P. CEBECHULLI	Date	08/08/2022
Name	WELKE PERCIVAL CEBECHULLI		
Capacity	PROPRIETOR		
Name of Tenderer	THABETHA CEBECHULLI ATTORNEYS		
TENDERER WITNESS			
Signature		Date	6/8/2022
Name	SIBONGILE DLAMINI		

FORM OF ACCEPTANCE**ACCEPTANCE** (to be completed by the Employer)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the tenderer the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and tender document, (which includes this agreement)

Part C2 Pricing data

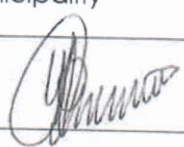
Part C3 Scope of work

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement.

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

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

FOR OFFICIAL USE ONLY

Name		Signature	
Date			
Capacity(tick one)	Municipal Manager	Chief Financial Officer	
For the Employer	Newcastle Municipality		
Name of Witness		Signature	

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative: WELILE PERCIVAL CEBEKHULLI
 - 2.2 Identity Number: 620310 5560 084
 - 2.3 Position occupied in the Company (director, shareholder etc): PROPRIETOR
 - 2.4 Company Registration Number: 620310 5560 084
 - 2.5 Tax Reference Number: 0202 237 152
 - 2.6 VAT Registration Number: 4090 270812

* "State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:

Name of state institution to which the person is connected:

Position occupied in the state institution:

Any other particulars:

2.8 Did you or your spouse, or any of the company's directors / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.

2.11.1 If so, furnish particulars:

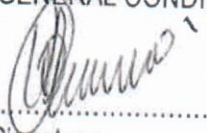
3. Full details of directors/ trustees/ members/ shareholders.

[illegible]

DECLARATION

I, THE UNDERSIGNED (NAME) MEHME PERQVAL CERBEKHULLI
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS
CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE
GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.


.....
Signature

08/08/2022
.....
Date

PROPRIETOR
.....
Position

THARETHE CERBEKHULLI ATTORNE-13
.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard

contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **"consortium or joint venture"** 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;
- (h) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **"non-firm prices"** means all prices other than "firm" prices;
- (m) **"person"** includes a juristic person;
- (n) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, 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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating

issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: 20 (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.)

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☒
-----	--------------------------	----	-------------------------------------

- 8.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☒
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9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm: THABETHE CEREBATHU ATTORNEYS
- 9.2 VAT registration number: 4090270812
- 9.3 Company registration number: 6203105560 084

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

LEGAL SERVICES

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated: RENTING THE OFFICES

Registered Account Number:

Stand Number: LEASE AGREEMENT ATTACHED

9.8 Total number of years the company/firm has been in business: 31

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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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. <u>[Signature]</u> 2. <u>[Signature]</u>	<u>[Signature]</u> SIGNATURE(S) OF BIDDERS(S) DATE: <u>08/08/2022</u> ADDRESS <u>OFFICE 29/30/31/32</u> <u>20 OTTO'S STREET</u> <u>PIETERMARITZBURG</u> <u>3201</u>
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DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 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:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 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 <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☒
4.1.1	If so, furnish particulars: N/A		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☒
4.2.1	If so, furnish particulars: N/A		
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?	Yes ☐	No ☒

4.3.1	If so, furnish particulars: N/A		
Item	Question	Yes	No
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?	Yes ☐	No ☒
4.4.1	If so, furnish particulars: N/A		
4.5	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?	Yes ☐	No ☒
4.7.1	If so, furnish particulars: N/A		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) NOELINE PERCIVAL CEBEKHULLI
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS
 DECLARATION FORM 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

08/08/2022

 Date

PROPRIETOR

 Position

THABETHA CEBEKHULLI ATTORNEYS

 Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

REQ MMM02/02/22R - INVESTIGATION SERVICES ON SEXUAL HARASSMENT
(Bid Number and Description)

in response to the invitation for the bid made by:

NEWCASTLE MUNICIPALITY
(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: THABETHA CERRECHULLY ATTORNEYS that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

08/08/2022

Date

PROPRIETOR

Position

THABETHE CEBEKHULLI ATY

Name of Bidder

Js9141w 4

CLIENT NAME	COMME- NCEMENT DATE	DATE OF COMPLETION	AMOUNT	CLIENT CONTACT PERSON	CASE NUMBER	CONTACT NUMBER
COGTA	Registering Deed of Trust	05/12/16	28/02/17 24/10/16	Mr Heinz Kuhn	NONE	033 395 2942
	Drafting Legal Opinion	15/05/16	22/07/16	Mr Heinz Kuhn	NONE	033 395 2942
	Registering Development Agencies with CIPC	26/01/16	24/08/16	Mr Heinz Kuhn	NONE	033 395 2942
MHLATHUZE WATER	Litigation	05/12/15 05/04/18	20/05/16 19/01/19	Mr Heinz Kuhn	NONE	033 395 2942
	Presiding over Disciplinary Hearing: 6 Matters	08/02/17 20/08/18	13/03/19	Mr Mthokozisi Duze	NONE	035 902 1000
	Investigation into wasteful and fruitless expenditure 6 Matters	20/06/18	30/11/18	Mr Mthokozisi Duze	NONE	035 902 1000
ENTERPRISE ILEMBE	Investigation into alleged of possible misconduct	12/11/18	25/02/19	Mr Nkosinathi Nkomzwayo	NONE	032 946 1256
	Presiding over disciplinary hearing	23/07/18	27/08/18	Mr Mhlanga	NONE	031 305 7537
UMGUNGUNDLOVU DISTRICT MUNICIPALITY						
CITY OF EKURHULENI	Litigation: Contravention of the Section 4(1) of the National Building Regulation	14/12/18 20/03/19	16/03/19 15/06/19	Mr Lebogang Tikane		011 999 0854
	Litigation: Contravention of the Ekurhuleni	12/03/2019	In progress	Monah Motsemme	GP/BEN/RC176/19	011 999 4034

	Town Planning Scheme 2014 Alleged Illegal Land Use								
	Urgent Court Interdict: Brakpan Old Location	25/03/21	In progress		R200 000.00	Mr Modise Nkotoe	17573/21		011 999 0846
UMGENI WATER	Litigation	28/03/19	15/09/19		R120 000.00	Mr Tshepho Maake	NONE		033 341 1063
	Legal opinion on validity of Contract	19/03/19	18/04/19		R175 000.00	Mr Tshepho Maake	NONE		033 341 1063
	Umgeni Water/Group Five	10/04/2019	In progress		R2 000 000.00	Mr Tshepho Maake	NONE		033 341 1063
	Umgeni Water/Lombard Insurance	10/04/2019	In progress		R1 600 000.00	Mr Tshepho Maake	60840/2019		033 341 1063
	Review of Tender documents and Legal Opinion	15/05/19	05/01/20		R211 590.00	Mr Tshepho Maake	NONE		033 341 1063
	Agri & Industrial Services/Umgeni Water	23/07/19	20/12/19		R122 369.00	Mr Tshepho Maake	NONE		033 341 1063
	Urgent Court Interdict in respect of TENDER NO: 2021/120 (A): DURBAN HEIGHTS RESERVOIR 3	13/12/21	17/06/22		R2 000 000.00	Mr Tshepho Maake	12203/2021		033 341 1063
MODIMOLLE MOOKGAPHONG LOCAL MUNICIPALITY	Legal advice	22/10/19	02/02/2020		R150 000.00	Dr M S Mhlanga	NONE		014 743 6000
THE DEPARTMENT OF RURAL DEVELOPMENT	Mr Mbele V Mr Burger	01/07/19	Completed		R 375 000.00	Mr Hugh Nkosi	LCC163/2019		011 463 5002

AND LAND REFORM								
THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM	Mr Lukhele V Mr Sean Mitchel	16/07/20	In progress	R 425 000.00	Mr Hugh Nkosi	LCC36/2020	011 463 5002	
THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM	Sichwe & Family V Robert Neil Flemming	07/10/20	In progress	R 315 500.00	Mr Hugh Nkosi	72/2020	011 463 5002	
INKOMATI USUTHU CATCHMENT MANAGEMENT AGENCY	Peer Review The Investigation Report By Matsane Attorneys On The Award Of Bid Number [Iucma/008/Lease 2019 To Ferrolube Africa (Pty)H +\1 Ltd And Advise Governing Board On Offences Relating Thereto Litigation: Amatola Water / Lejamo Construction (Pty) Ltd	11/06/20	Completed	R 200 000.00	Mr Hlatshwayo	NONE	013 753 9092	
AMATOLA WATER BOARD	Legal Opinion	20/10/20	In progress	R 210 000.00	Advocate Mazula	1956/2020	043 707 3765	
ITHALA DEVELOPMENT FINANCE CORPORATION	Ithala V Zonotec Pty Ltd	15/08/20	Completed	R 145 000.00	Mr Tsike Moumakwa	NONE	031 907 8809	
ITHALA DEVELOPMENT FINANCE CORPORATION	Ithala V Darkie Enterprise	12/11/20	In progress	R 270 000.00	Mr Collin Ndlela	6404/09	031 907 8909	
ITHALA DEVELOPMENT FINANCE CORPORATION		22/01/20	In progress	R 420 000.00	Mr Collin Ndlela	11497/201	031 907 8909	

FINANCE CORPORATION RICHMOND MUNICIPALITY	Legal Opinion Between Richmond Local Municipality Client: P B Madonda Company Trading Name: Mthokedi Trading And Projects And Richmond Municipality	11/09/20	In progress	R 175 000.00	Mr Mgoboza	NONE	033 212 2155
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Improving Quality of Life and Enhancing Sustainable Economic Development

8 July 2022

TO WHOM IT MAY CONCERN

Sir/Madam

RE: REFERENCE LETTER FOR THABETHE CEBEKHULU ATTORNEYS

1. The above subject refers.
2. We hereby confirm that Thabethe Cebekhulu Attorneys is on Umgeni Water panel of attorneys to render a variety of legal services as and when required.
3. We further confirm that Thabethe Cebekhulu Attorneys has assisted our organisation with various complex matters including the following:-
 - a) Urgent Court Interdict
 - b) Litigation
 - c) Investigations
 - d) Labour Relations

Should you require any further information please do not hesitate to contact the undersigned.

Yours faithfully,

Adv Tshepo Maake

Senior Manager: Legal Services

0834982841/0333411063

UMGENI WATER

HEAD OFFICE • P O Box 9 • Pietermaritzburg 3200
310 Burger Street • Pietermaritzburg 3201 • Republic of South Africa
Telephone (033) 341-1111 • Fax (033) 341-1084
E-mail: info@umgeni.co.za Internet: <http://www.umgeni.co.za>

Acting Chief Executive: Mr Mboniseni Dlamini

Non-Executive Directors: Z Mathenjwa (Chairperson) • N Chamane • S Shabalala • M Zakwe • V Reddy • W Mapena • T Mthembu • T Nkhalhe •
L Ngcobo • B Zulu • S Badat • M Ndlovu • S Chamane •

Think water, think Umgeni Water



cogta

Department:
Cooperative Governance and Traditional Affairs
PROVINCE OF KWAZULU-NATAL

Tel: +27 33 395 2942 Fax: +27 33 394 9714
Postal: Private Bag X 9078, Pietermaritzburg, 3200
Office: Natalia Building, 330 Langalibalele Street,
Pietermaritzburg, 3201

OFFICE OF THE HEAD OF DEPARTMENT: LEGAL SERVICES DIRECTORATE

Enquiries:	My Reference:	Date:
Imibuzo: K W Kuhn	Inkomba Yami: (HOD) L/R/AD	Usuku: 19 December 2018
Navrae:	My Verwysing:	Datum:
	E-mail: Heinz.Kuhn@kzncogta.gov.za	

**The Chief Executive Officer
Mhlathuze Water
Private Bag X1047
Richards Bay
3900**

Dear Sirs,

RE: REFERENCE LETTER: MESSRS. THABETHE CEBEKHULU ATTORNEYS

I confirm that I am the Director: Legal Services for the Department of Cooperative Governance and Traditional Affairs in KwaZulu-Natal.

I confirm having instructed Messrs. Thabethe Cebekhulu Attorneys in several matters, as I am aware that that the firm has extensive experience in the establishment of District Development Agencies and Trusts, and the Firm has successfully established most of the District Development Agencies in KwaZulu-Natal, as well as numerous Trusts for Traditional entities.

I accordingly have no hesitation whatsoever in recommending Messrs. Thabethe Cebekhulu Attorneys as highly competent legal representatives and wish them every success in their future endeavours.

Yours faithfully,

LAWtrust ASignCA, Karl-
Heinz Waldemar Kuhn
2018.12.19 10:45:36
+02'00'

**K W KUHN
DIRECTOR: LEGAL SERVICES
COOPERATIVE GOVERNANCE
AND TRADITIONAL AFFAIRS**



cogta

Department:
Cooperative Governance and Traditional Affairs
PROVINCE OF KWAZULU-NATAL

Tel: +27 33 395 2942 Fax: +27 33 394 9714
Postal: Private Bag X 9078, Pietermaritzburg, 3200
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3900

Dear Sirs,

RE: REFERENCE LETTER: MESSRS. THABETHE CEBEKHULU ATTORNEYS

I confirm that I am the Director: Legal Services for the Department of Cooperative Governance and Traditional Affairs in KwaZulu-Natal.

I confirm having instructed Messrs. Thabethe Cebekhulu Attorneys in several matters, and the Firm was appointed to investigate irregular expenditure, which investigation was successfully concluded, and which led to disciplinary charges being instituted against officials involved.

I accordingly have no hesitation whatsoever in recommending Messrs. Thabethe Cebekhulu Attorneys as highly competent legal representatives and wish them every success in their future endeavours.

Yours faithfully,

LAWtrust AesignCA, Karl-
Heinz Waldemar Kuhn
2018.12.19 10:40:40
+02'00'

K W KUHN
DIRECTOR: LEGAL SERVICES
COOPERATIVE GOVERNANCE
AND TRADITIONAL AFFAIRS



cogta

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PROVINCE OF KWAZULU-NATAL

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The Chief Executive Officer
Mhlathuze Water
Private Bag X1047
Richards Bay
3900

Dear Sirs,

RE: REFERENCE LETTER: MESSRS. THABETHE CEBEKHULU ATTORNEYS

I confirm that I am the Director: Legal Services for the Department of Cooperative Governance and Traditional Affairs in KwaZulu-Natal.

I confirm having instructed Messrs. Thabethe Cebekhulu Attorneys in several matters, as I am aware that that the firm has extensive experience in High Court litigation matters, involving traditional institutions, and the Firm is, amongst other matters, acting in the matter of Buthelezi v KZN Premier & Others, which matter is being dealt with extremely effectively.

I accordingly have no hesitation whatsoever in recommending Messrs. Thabethe Cebekhulu Attorneys as highly competent legal representatives and wish them every success in their future endeavours.

Yours faithfully,

LAWtrust ASignCA, Karl-
Heinz Waldemar Kuhn
2018.12.19 10:41:31
+02'00'

K W KUHN
DIRECTOR: LEGAL SERVICES
COOPERATIVE GOVERNANCE
AND TRADITIONAL AFFAIRS

23 July 2019

To whom it may concern

RE: LETTER OF RECOMMENDATION: THABETHE CEBEKHULU ATTORNEYS

This letter serves to confirm that Thabethe Cebekhulu Attorneys were appointed to the Enterprise iLembe Legal Services Panel for a period of twelve months commencing in May 2018.

During this time, the firm provided Enterprise iLembe with general legal services on labour-related matters.

Thabethe Cebekhulu Attorneys provided the Entity with excellent service and are highly recommended.

Should you require any further information herein, please do not hesitate to contact the writer hereof.

Yours sincerely,



Mr N Nkomzwayo
Chief Executive Officer

Suite 801, 8th Floor
The MAXSA Building
11 Streak Street
Mbombela

Private Bag X11214
Mbombela
1200

Tel 013 753 9000
Fax 013 753 2786



Enquiries: S'phamandla Mchunu
Reference: Confirmation
E-mail : mchunus@iucma.co.za
Date : 12 January 2021

TO WHOM IT MAY CONCERN

Sir/Madam,

RE: REFERENCE LETTER FOR THABETHE CEBEKHULU ATTORNEYS

1. The **Inkomati-Usuthu Catchment Management Agency SOC** hereby confirms that Thabethe Cebekhulu Attorneys is on the panel of attorneys of the organisation to render a variety of legal services including Administrative, Advisory, Regulatory and Labour law.
2. We also confirm that the above firm has assisted our organisation with various complex commercial matters including, amongst others:
 - Employment/Labour law matters
 - Initiating of disciplinary hearings
 - Investigations
 - Legal Opinions
3. We trust that you find the above to be of adequate particularity. Should you require any further information in this regard please do not hesitate to contact our Senior Manager: Legal Services at mchunus@iucma.co.za.

Yours faithfully,

S'phamandla Mchunu
Senior Manager: Legal Services

Board members: T. Shinge (Chairperson), Z. Joseph (Deputy Chairperson), M. Kulu, & M. Njiru. H. Mwangi, G. Orya, M. Zikuala, N. Mchuzi, N. Gwera, A. Badoi, P. Baddy, M. Danyi (Chief Executive).

CURRICULUM VITAE

FOR

WELILE PERCIVAL CEBEKHULU

Surname	Cebekhulu
Name	Welile Percival
Contact Number	082 360 1306
e-Mail	pwcebekhulu@gmail.com
ID No.	620310 5560 084
Date of Birth	10 March 1962
Qualifications	Baicalaureus Procurations (University of Zululand)

I Welile Percival Thabethe I am fifty seven years (58) old and have about thirty years of legal experience. I hold a Baicalaureus Procurations degree from the University of Zululand. I was admitted to practice as Attorney of the High Court of South Africa on the 24th October 1989. Upon admission I joined Mlotshwa Partners as a partner for a year. Over the years I have handled various legal matters, consultations with clients, made a number of appearances in different Courts, Presiding over Disciplinary Hearings, Conducting Investigations for Municipalities and Municipal Entities, Drafting of Legal Opinions and Agreements, Land Claims Litigation Matters, Drafting of Trust and Wills.

SKILLS SUMMARY

- Legal Administration
- Criminal Matters
- Divorce Matters
- Personal Injury Claim Matters
- Labour Law Matters
- Forensic Investigations
- Disciplinary Hearings
- Legal Opinions and Agreements
- Land Claims Litigation
- Supply Chain Management System (SCM)

CURRICULUM VITAE
FOR
WELILE PERCIVAL CEBEKHULU

PROFESSIONAL PROFILE

Name : Welile Percival Thabethe (B.Proc – University of Zululand)
Company : Thabethe Cebekhulu Attorneys
Position : Attorney
Period : 1990 to present

CONTRACTS HANDLED

CONTRACTS COMPLETED FOR THE PERIOD BETWEEN 2015 - 2018

- Cogta KZN
- Mhlathuze Water

CURRENT CONTRACTS

- Enterprise Ilembe
- Umgeni Water
- Umgungundlovu Municipality
- Ilembe Municipality
- Umzinyathi District Municipality
- City Of Ekurhuleni
- Richmond Municipality
- Modimolle Municipality
- Department of Land Reform and Rural Development
- Inkomathi-Usuthu Catchment Agency
- Richmond Municipality
- Amatola Water Board

SERVICES UNDERTAKEN FOR THE ABOVE MENTIONED ENTITIES

- Investigations of fruitless and wasteful expenditure

CURRICULUM VITAE
FOR
WELILE PERCIVAL CEBEKHULU

- Investigations of employees grievances
- Drafting of Legal Opinion
- Administration of Trusts
- Arbitration to settle disputes
- Labour Matters
- Registration of companies and State owned Companies
- Drafting and Reviewing of Contracts
- Reviewing of Tender/ Bid documents
- Administration of Deceased Estates
- Compliance and Corporate Governance
- Advising on the interpretation and application of the Public Finance Management Act, Municipal Systems Act, Companies Act and National Treasury Regulations and Directives and the Constitution of the Republic of South Africa.
- Adoptions and Registrations of Memorandum of Incorporations.
- Advising clients and representing them and their legal rights in both Criminal and Civil Cases.

PROJECTS UNDERTAKEN

CLIENT NAME	CONTRACT VALUE	STATUS
Department of CoGTA KZN	R2 790 890.00	Completed
Mhlathuze Water	R 350 000.00	Completed
Mnambithi Municipality	R 900 000.00	In progress
uMgeni Water	R2 500 000.00	In progress
Enterprise Ilembe	R1 300 000.00	In progress
City of Ekurhuleni	R 800 000.00	In progress
uMgungundlovu District Municipality	R 250 000.00	Completed

CURRICULUM VITAE

FOR

WELILE PERCIVAL CEBEKHULU

Richmond Municipality	In progress	In progress
Alfred Duma	To be assigned	To be assigned
uMzinyathi District Municipality	To be assigned	To be assigned
The Department of rural Development and Land Reform	In progress	In progress
Modimolle Mookgaphong Local Municipality	To be assigned	To be assigned
Amatola	In progress	In progress
IUCMA	R200 000.00	Completed
Ithala Development Finance Corporation	In progress	In progress
Amatola Water	In progress	In progress

REFERENCES

Name : Mr Karl Heinz Kuhn
Position : Head of Legal Advisors of Department of Cooperative Governance and Traditional Affairs KZN
Contact Number : 033 395 2942

Name : Mr Mthokozisi Duze
Position : Interim CEO of Mhlathuze Water
Contact Number : 035 902 1071

Name : Mr Tshepo Maake

CURRICULUM VITAE
FOR
WELILE PERCIVAL CEBEKHULU

Position	: Senior manager of uMgeni Water
Contact Number	: 033 341 1063
Name	: Mr Nkosinathi Nkomzwayo
Position	: CEO of Enterprise Ilembe
Contact Number	: 032 946 1256
Name	: Mr Mbulelo Sibiya
Position	: Legal uMgungundlovu District Municipality
Contact Number	: 033 897 6763
Name	: Mr Hugh Nkosi
Position	: Director of Nkosi Sabelo Incorporated
Contact Numbers	: 011 794 3655
Name	: Mr Mgoboza
Position	: SCM – Richmond Municipality
Contact Numbers	: 033 212 2155
Name	: Mr Hlatshwayo
Position	: SCM - IUCMA
Contact Numbers	: 013 753 9092
Name	: Advocate Mazula
Position	: Legal – Amatola Water Board
Contact Numbers	: 043 707 3721

HOBBIES



UNIVERSITY OF ZULULAND UNIVERSITEIT VAN ZOELOELAND

This is to certify that the degree of
Hiermee word verklaar dat die graad

Baccalaureus Procurationis

Has been awarded to
Toegeken is aan

Who satisfied all the requirements in the year
Nadat aan al die vereistes voldoen is in die jaar 2022 -03- 03



[Signature]
Vice-chancellor/Vise-kanselier

Dean: Faculty of Law
Dekaan: Fakulteit Regsgeleerdheid

[Signature]
Registrar (Academic)
Registrateur (Akademies)

IK SERTIFISEER DAT HIERDIE DOKUMENT 'N WAAR AFDRUK (AFSKRIF) IS VAN
DIE OORSPRONKLIKE DOKUMENT WAT AAN MY VIER WAARNEEMING VOORGELE
IS. IK SERTIFISEER VERDER DAT, VOLGENS KwaDlangezwa, DAAR NIE 'N
WYSIGING OF VERANDERING OP DIE OORSPRONKLIKE DOKUMENT AANGE
BRING IS NIE.

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

Number of certificate/Nummer van sertifikaat

[Signature]
SOLOMON VIKI MTHETHWA
0634995-1 WARRANT OFFICER
COMMISSIONER OF OATHS
TEL: 011 497-7104
JOHANNESBURG CENTRAL SAPS
GAUTENG RSA

IN THE SUPREME COURT OF SOUTH AFRICA
(TRANSVAAL PROVINCIAL DIVISION)

PRETORIA , this 24TH day of OCTOBER , 19 89

Before the Honourable Mr Justice VAN DER MERWE
Before the Honourable Mr Justice HUMAN (AJ)

IT APPEARING THAT

WILELE PERCIVAL THABETHE

is duly qualified to practise and to be admitted as

ATTORNEY

of this Court, it is hereby ordered that his

name be enrolled as such by the proper officer.

By order of the Court. 2022 -03- 03

Registrar.

Enrolled same day.

Registrar.

EK SERTIFISEER DAT NIERDIE DOKUMENT 'N WARE AFDRUK (AFSKRIF) IS VAN DIE OORSPRONKLIKE DOKUMENT WAT AAN MY VIR WAARNEMING VOORGELD IS. EK SERTIFISEER VERDER DAT, VOLGENS MY WAARNEMINGS, DAAR NIE 'N WYSIGING OF VERANDERING OP DIE OORSPRONKLIKE DOKUMENT AANGEBRING IS NIE.

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

SOLOMON VIKI MTHETHWA

0634995-1 WARRANT OFFICER

COMMISSIONER OF OATHS

TEL: 041 497-7104

JOHANNESBURG CENTRAL SAPS

MAGSNOMMER
FORCE NUMBER



REPUBLIC OF SOUTH AFRICA
NATIONAL IDENTITY CARD

Surname:
CEBEKHULU
Name:
WELILE PERCIVAL
Sex:
M
Nationality:
RSA
Identity Number:
6203105580084
Date of Birth:
10 MAR 1962
Country of Birth:
RSA
Status:
CITIZEN



Signature:

[Signature]



Conditions:
This card has been issued by the
Department of Home Affairs in terms of the
Identification Act, Act 68 of 1997
If found please return to the Department of Home Affairs
For enquiry or verification purposes contact 0800 60 11 60

Date of Issue:
03 JUL 2016

RSA

002678900



SOUTH AFRICAN POLICE SERVICE
CLIENT SERVICE CENTRE
2022 -08- 03
JOHANNESBURG CENTRAL
SUID AFRIKAANSE POLISIEDIENS

IK CERTIFISEER DAT HIERDIE DOKUMENT 'N WARE AFDRUK (AFSKRIJF) IS VAN
DIE OORSPRONKLIKE DOKUMENT WAT AAN MY VIR WAARNEMING VOORGELE
IS. IK CERTIFISEER VERDER DAT, VOLGENS MY WAARNEMING, DAAR NIE 'N
WYSIGING OF VERANDERING OP DIE OORSPRONKLIKE DOKUMENT AANGE
BRING IS NIE.

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

SOLOMON VIKAMTHETHWA

0634995-1 WARRANT OFFICER

COMMISSIONER OF OATHS

JOHANNESBURG CENTRAL SAPS
GAUTENG RSA

PROFORMER
OFFICIAL

DATE: 08/08/2022

HANDSIGNED BY: [Signature]

DATE: 08/08/2022

RANK: [Blank]

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

WP CEBEKHULU
151 COMMISSIONER STREET
SUITE 303
KLAMPSON TOWERS
2000

Enquiries should be addressed to SARS:

Contact Detail

SARS
Alberton
1528

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

Details

Taxpayer Reference Number: 0202237152

Always quote this reference
number when contacting SARS

Issue Date:

2022/02/21

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	Welle Percival Cebekhulu
Trading Name	WELILE PERCIVAL CEBEKHULU
Tax Reference Number(s)	IT - 0202237152 Vat - 4090270812
Purpose of Request	Tender
Request Reference Number	0006830310TS2102221125122
PIN	5C778CG21A
PIN Expiry Date	21/02/2023

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

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

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

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

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

Sincerely

ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT - B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	WELILE PERCIVAL CEBEKHULU
Identity number	620310 5560 084

Hereby declare under oath as follows:

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

Enterprise Name	THABETHE CEBEKHULU ATTORNEYS
Trading Name (If Applicable):	THABETHE CEBEKHULU ATTORNEYS
Registration Number	
Enterprise Physical Address:	28-31 20 OTTO'S STREET PIETERMARITZBURG
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	SOLE PROPRIETOR
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians - (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is 100 % Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is NIL % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is NIL % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of 2021, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: 26, 07, 2022



Stamp

[Signature]
Signature of Commissioner of Oaths

KWAZULU-NATAL PROVINCIAL OFFICE

1ST Floor | 200 Hoosen Haffjee Street | Pietermaritzburg | 3201
P O Box 1454 | Pietermaritzburg | 3200
Tel: +27 (0) 33 345 1304 | Fax: +27 (0) 33 394 9544
Docex 25 | Pietermaritzburg
E-mail: celesteq@ipc.org.za



NATIONAL OFFICE

Thornhill Office Park | Block 20, 94 Bekker Road | Vorna Valley | MIDRAND | 1686
P O Box 537 | MIDRAND | 1685
Tel: +27 010 001 8500

CERTIFICATE OF GOOD STANDING

I, **PEARL ARNOLD-MFUSI**, Director of the KwaZulu-Natal Provincial Office, do hereby wish to confirm that the Legal Practice Council is a statutory body in terms of Section 4 of the Legal Practice Act, No. 28 of 2014 ("the Act") with its powers, objects and authority to regulate and administer legal practitioners under its jurisdiction, vested in Sections 6 of the Act.

I certify that, according to the information available to this office, **WELILE PERCIVAL CEBEKHULU (Member no: 62985)**;

1. was duly admitted and enrolled as an attorney of the High Court of South Africa **Pietermaritzburg** on the **24 October 1989**;
2. has not been removed from the Roll of Attorneys, he is not suspended from practice and there are, at this date, no proceedings pending by this Council to strike his name from the Roll or to suspend him from practice;
3. is currently in possession of a valid Fidelity Fund certificate;
4. has complied with all his financial obligations to the Council;
5. is in good standing with the Council.

Given under my hand at Pietermaritzburg this 22nd day of February 2022.



PEARL ARNOLD MFUSI
DIRECTOR

Executive Committee: Ms Janine Myburgh – Chairperson, Adv. Kennedy Tsatsawane SC - Deputy Chairperson, Ms Kathleen Matolo-Dlepu, Mr Miles Carter, Mr Priyesh Daya, Adv. Brenton Joseph SC, Mr Pritzman Busani Mabunda, Executive Officer: Ms. Charity Nzuza

KWAZULU-NATAL OFFICE - DIRECTOR: PEARL ARNOLD MFUSI



Msunduzi Municipality
COPY TAX INVOICE
VAT REGISTRATION NO : 4600107835

A.S. Chetty Centre, 333 Church Street,
Pietermaritzburg, 3201
✉ 261 Pietermaritzburg, 3200
☎ (033) - 392 3000 Fax: (033) - 392 2517

ACCOUNT NO. 03084619	ACCOUNT DATE 31.07.2022	ENQUIRIES - CALL CENTER ☎ 0800 001868
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STONEGATE PROPERTIES CC
PO Box 2786
PIETERMARITZBURG
3200

VAT REGISTRATION	TAX INVOICE NUMBER 60000578139
CASH 4,500.00	DEPOSIT GUARANTEE 0.00
MARKET VALUE 0.00	VALUATION IMPERMISSIBLE VALUE RATEABLE VALUE 0.00 0.00
AREA 0 m2	ASSESSMENT RATES 0.00

ADDRESS : 20 OTTO STREET
LOCATION : PMB - PIETERMARITZBURG
PROPERTY DESCRIPTION PMB/2428

DATE	DETAILS	TARIFF	CHARGE	VAT	AMOUNT
30.06.2022	BALANCE BROUGHT FORWARD				0.00
08.07.2022	GENERAL DEBITS/CREDITS: ELECTRICITY: DISC/RECON FEE DR		650.94	97.64	748.58
31.07.2022	ELECTRICITY: SMALL POWER - 1 PH. KWH-B1 READDT = 20220630 ESTIMATE CURR = 119,219, PREV = 88,104 CONS = 31,114 METER E04282669284				
31.07.2022	31,114 KWH - SMALL POWER 1 PH. KWH-B1	1.44350000	44.91	6.74	51.65
31.07.2022	SMALL POWER - 1 PH. KWH-B1 READDT = 20220705 ESTIMATE CURR = 124,980 PREV = 119,219 CONS = 5,761 METER E04282669284				
31.07.2022	5,761 KWH - SMALL POWER - 1 PH. KWH - B1 SMALL POWER BASIC - B1	1.55140000	9.94	1.49	11.43
31.07.2022	SMALL POWER 1 PH. AMP-B1 20A	99.03000000	99.03	1.85	113.88
31.07.2022	SMALL POWER 3 PH. - KWH - B3	30.06000000	701.20	105.18	806.38
31.07.2022	READDT = 20220630 ESTIMATE CURR = 51,288,363 PREV = 49,000,000 CONS = 2,288,363 METER 92-236538				
31.07.2022	2,288.363 KWH-SMALL POWER 3 PH. - KWH-B3	1.44350000	4,820.25	723.04	5,543.29
31.07.2022	REFUSE: REFUSE SPU BASIC CHARGE	442.27000000	479.94	71.99	551.93
31.07.2022	WATER CONSUMPTION: W/CONSUMP BUSS/IND/SCHOOLS -4A READDT = 20220705 ACTUAL CURR = 13,807,000 PREV = 13,807,000 CONS = 0,000 METER 856583				
31.07.2022	1 - BASIC CHARGE	44.26000000	110.26	16.54	126.80

90 DAYS+ 0.00	60 DAYS 0.00	30 DAYS 0.00	CURRENT 7,953.94	INS. PLAN 0.00	VAT TOTAL 1,024.47	TOTAL DUE 7,953.94
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EasyPay	>>>>>>9 184 5 03 927 210 6
Pay@	11352 0392 7210
PostOffice	0208 000003927210

TOTAL OUTSTANDING 7,953.94

FINAL DATE FOR PAYMENT 31.08.2022

AGREEMENT OF LEASE

Agreement of Lease entered into by and between:

NAME: Goldrose Investment CC
ID NO: _____
Contact Person: Reka Ranjeeth
Contact Number: 033 3873549
Cell: 084 724 3389
Email: reka@telkomsa.net

(hereinafter called the LESSOR)

AND

NAME: Nelile Percival Cebekhulu
ID NO: 6203105560084

(hereinafter called the LESSEE)

1.1. PREMISES

The Lessor hereby lets and the Lessee hereby hires the premises situated at 20 Otto's Road, offices 30/31/32, Pietermaritzburg, 3201 and which have been examined by both parties on the following terms and conditions as recorded in this Agreement of Lease.

1.2. DATE OF LEASE

Notwithstanding the date of signing of this Lease Agreement, this Lease Agreement shall be deemed to have commenced on 01 October 2016 and shall continue for a period of 08 years. A deposit of one month's rent must be paid in advance.

2. RENTAL PAYMENTS AND RENEWAL PERIOD

2.1. The rental payable by the Lessee to the Lessor shall be:

2.2. from	<u>01/10/2016</u>	to	<u>30/09/2017</u>	R	<u>7500-00</u>	per month
from	<u>01/10/2017</u>	to	<u>30/09/2019</u>	R	<u>8800-00</u>	
from	<u>01/10/2019</u>	to	<u>30/09/2021</u>	R	<u>9500-00</u>	
from	<u>01/10/2021</u>	to	<u>30/09/2023</u>	R	<u>10400-00</u>	
from		to		R		

The Lessee shall have the right to renew this Lease Agreement IN WRITING for the further period of one (1) year at a rent to be negotiated. Rents are due and payable on or before the first of each and every month at:

- 19 Manchester Road
- Allandale
- Pietermaritzburg
- 3200

Or any place nominated in writing by the Lessor.

If legal action is taken for the rent or other payments whatsoever the Lessee shall be responsible for all collection and legal cost on an attorney to client basis.

2.3. OPERATING COSTS - ELECTRICITY & WATER, RATES, AND OTHER

The Lessee shall pay for all Electricity and Water (Electricity, Water, Refuse and other accounts) as estimated or rented by the lessor separately, together or proportionally where there are other tenants of which the amount is determined by the Lessor without dispute or debate. Alternatively the Lessee must vacate the premises to avoid disputes. Deposits must be paid for rent and estimated amount for Electricity, Water and other accounts. Since the Lessor is responsible to the municipality, the Lessee consents to the disconnection and reconnection at a fee by the Lessor, for all non payment of these rent and other accounts. All disputes on any or all payments must be sent for arbitration to a reputable attorney and finalised within 1 (one) month. Cost hereof to be paid by tenant.

2.3.1. LEASE EXTENSION/PAYMENTS/SPECIAL CONDITIONS

1) Deposit: R10 000-00

2) Lease Fee: R1250-00 (once off)

3) Rentals must be paid on or before the 1st of each month

4) 27% interest to be charged on all outstanding monies

2.4. MONIES OWED OR CLAIMED

All monies claimed by the Lessor shall be paid by the Lessee into the trust account of the Lessor's attorney until the claim is finally settled. This is done to avoid frivolous defences for non payment of monies especially rents owed by the Lessee to the lessor. When disputes are finally settled the Lessor's attorney shall finalise the accounts. Failure to make payments by the Lessee shall the right to the Lessor or his attorney to apply to the Magistrates Court for summary judgement which shall NOT be refused against the Lessee. This is a condition of this Lease Agreement that the Lessee agrees to this clause in it's entity.

3. ALTERATIONS, MAINTENANCE & REPAIRS

- 3.1. The Lessee/s shall not be entitled to make alterations to the leases premises during the duration of this Lease Agreement without the prior consent of the Landlord.
- 3.2. The Lessee shall keep the premises, including toilets, plate glass, doors, etc in good condition and all repairs be done at the Lessee's cost.
- 3.3. Upon the expiration of this Lease Agreement, whether by effluxion of time or otherwise, the Lessor/s will have the right to be over and such alterations in the form in which they exist without payment of any compensation whatsoever to the Lessor/s. All partitions, fixtures and fittings shall become the property of the Lessor if these are in any way attached to the walls and floor.
- 3.4. The Lessee/s shall be solely responsible for the interior maintenance of the premises, and shall keep and maintain the same in the perfectly good and tenantable condition and repair and over the premises over the Lessor at the expiration of this Lease Agreement in good order and condition within thirty (30) days before the expiration of this Lease Agreement.
- 3.5. The Lessor/s shall be responsible for the exterior maintenance of the premises.
- 3.6. The Lessee/s shall be responsible to keep and maintain the exterior areas aside for his use in terms of this Lease Agreement in a good, clean and tidy condition at all times.
- 3.7. The Lessee/s shall be responsible to carry out any requirements of the lawful authority in relation to the interior maintenance at it's own sole cost and expense, and in full compliance with the requirements of any such lawful authority in regard to quality of workmanship on materials and the period allowed for such interior maintenance.
- 3.8. The Lessor/s shall not be responsible for carrying out any exterior maintenance which may be necessitated by any act of neglect caused by the Lessee/s, his/her/their servants, employees, agents, customers or the like.
- 3.9. The Lessee/s shall not permit the accumulation of any objectionable matter, including litter, rubbish, debris, paper, empty bottles, cartons or boxes in or about the premises and shall provide the necessary receptacles for the purpose of complying with the provisions of this sub - clause and shall further ensure that any removal of rubbish or the like which must be carried out in order to comply with this clause shall be carried out at it's own expense, in a proper and expeditious manner.
- 3.10. This agreement may be terminated by the Lessor by giving three (3) months notice in writing of such termination. Such notice may only be served by the Lessor after an initial occupation period of one (1) year.

4. CESSION OR ASSIGNMENT

- 4.1. The Lessee shall not be entitled to cede or assign, nor to pledge, hypothecate nor sell any of his/her/it's rights under this Lease Agreement.
- 4.2. The Lessee/s shall not be entitled to sub-let or part with the occupation of the whole or any portion of the premises hereby let.

5. RATES, SERVICES & INSURANCES

- 5.1. The Lessee/s shall be solely liable for and shall pay. Immediately upon due date any all charges to the Lessor or municipality for:
 - 5.1.1. Electricity consumed in or upon the premises.
 - 5.1.2. Water consumed in or upon the premises in connection with Lessee/s business conducted therein according to the rates charged by the Authorities.
 - 5.1.3. Rubbish removal for any waste matter to be removed from the premises, which may arise from the Lessee/s use of the premises.
 - 5.1.4. The costs of the removal of the affluent, debris or refuse and sewer blockages that may arise from the tenants use of the premises. The Lessee shall pay pro-rata share of rates and increases assessed against the premises. The Lessor shall calculate the amount to be payable in monthly instalments by the Lessee. When the final mounts are made annually the Lessor shall refund all excess payments or the Lessee shall pay to the Lessor all under payments.
- 5.2. The Lessee/s shall and does hereby indemnify and hold harmless the Lessor against any claims by any persons or body for any damages which may allegedly be sustained by such persons or body by reason of any danger whatsoever upon or forming a part of the premises or from or arising from any nuisance, matter or thing or use at any time existing on or in the premises as a result of the activities of the Lessee/s therein.
- 5.3. The Lessor/s shall not be responsible for any damages done to the Lessee/s furniture, fittings and /or possessions generally by rain, wind, hail or fire caused by lightening or by reasons of riots, strikes or through any other cause or like nature. The Lessee shall insure his possessions against such damages.

6. DAMAGE OR DESTRUCTION TO THE PREMISES BY REASON OF FIRE, FLOOD, RIOT OR COMMOTION

- 6.1. Should the premises at any other time be destroyed or damaged by fire, flood, riot or civil commotion or be so badly damaged as to render them unfit for the purposes for which they are let, this Lease Agreement may be cancelled only by the Lessor without recourse by the one party against the other.

Handwritten initials and signatures at the bottom right of the page.

- 6.2. Should the premises be damaged by fire or by any other cause so as to render them partially unfit for the purposes for which are let, then this Lease Agreement shall not upon that account be terminated. The Lessee shall have the right to suspend trading and pay no rent until such time as the Lessor/s has rebuilt the premises or restored same to it's conditions immediately prior to such happening.
- 6.3. In the event of the Lessor being obliged to carry out any building alterations or repairs the Lessor/s shall be entitled to change or vary the form and construction of the premises provided that it shall accord the Lessee/s the same accommodation as regards space in such altered or varied building.

7. GENERAL MAINTENANCE, IMPROVEMENTS AND ALTERATIONS TO THE PROPERTY

- 7.1. The Lessor/s records that he/she is aware that the Lessor/s of the property or it's agents shall be entitled to enter upon the property at any reasonable time for the purpose of examining, repairing or altering same.
- 7.2. The Lessor/s records that he/she agrees that for the above purposes the Lessor/s or it's agents shall be entitled to enter upon the property and to erect any building equipment required for the carrying out of such work, and to have such rights of access to the premises as are reasonably necessary for the purpose of carrying out such works, provided that in exercising any such rights the Lessor/s or it's agent shall not unreasonably or unnecessarily interfere with the carrying on of the Lessee/s business in the premises.

8. BREACH OF AGREEMENT

- 8.1. In the event of the Lessee/s failing to pay the rental or other charges etc, provided for herein or any portion thereof upon due date or in the event of the Lessee/s committing breach whatsoever of any of the other terms and conditions hereof to the Lessee/s being required.
- 8.2. In the event of the Lessor/s exercising the right created by the preceding sub-clause the Lessor/s shall have right immediately to re-enter upon and take possession of the premises and to eject the Lessee/s or any other such persons therefrom.
- 8.3. Any such cancellation, re-entry or ejectment shall not prejudice any claim which the Lessor/s may then or thereafter have against the Lessee/s for any rentals due or for damages, or for any breach of the terms and conditions of this Lease Agreement, and the Lessor/s shall not be liable to compensate the Lessee/s for any damages which the Lessee/s may suffer by reason of resulting from such cancellations, re-entry or ejectment.
- 8.4. Alternatively to the remedies hereinafter set out to which the Lessor/s may be entitled the Lessor/s shall be entitled to cancel this Lease Agreement and thereafter to permit the Lessee/s to continue to occupy the premises on a monthly tenancy, terminable solely by one month's written notice to be given by the Lessor/s. The tenancy (except the rental) to be subject in all other respects to the terms and conditions contained in this Agreement.
- 8.5. Should the Lessor/s cancel this Lease Agreement and the Lessee/s dispute the Lessor/s rights to do so and remain in occupation of the premises pending determination of such disputes, then the Lessee/s shall be obliged to continue to pay to the Lessor/s all amounts due to the Lessor/s in terms of this Lease Agreement on the due dates thereof and the Lessor/s shall be entitled to recover and accept such payments entirely without prejudice to it's rights (notwithstanding what may be written on the Lessor's printed receipt form) and such acceptance shall not in any manner whatsoever effect the Lessor's claim to the cancellation of this Lease Agreement.
- 8.6. Should any such dispute be determined in favour of the Lessor/s then any payment made to the Lessor/s on terms of the preceding sub-clause shall be regarded as amounts paid by the Lessee/s on account of losses sustained by the Lessor/s as a result of the holding over of the premises by the Lessee/s but the Lessor/s claim for damages in respect of such holding over shall not be entitled to any such amount.
- 8.7. In the event of the Lessor instructing an attorney to collect any overdue amounts owing by the Lessee/s in terms of this Agreement or to take any legal proceedings for the recovery of such amount or for the enforcement of the Lessor/s rights in terms of this Agreement, the Lessee/s shall be liable and obliged to pay all costs incurred by the Lessor/s as between attorney and client, and such costs shall be deemed to include a collection commission of ten percent in respect of any overdue monies or damages collected.

9. WAIVER & ESOPPEL

- 9.1. No latitude, indulgence or extension of time which may be allowed or granted by the Lessor/s to the Lessee/s in respect of any payments provided for this Agreement of Lease or in respect of any obligations which the Lessee/s is bound to perform or observe in terms hereof, shall under no circumstances or at any time be deemed to be a waiver or novation of the Lessor/s rights, and the Lessee/s shall at all times be entitled to require strict and punctual compliance by the Lessee/s with each and every term and conditions of this Agreement of Lease.
- 9.2. No failure on the part of the Lessor/s to exercise to the full any rights conferred upon him/her/it by virtue of this Agreement shall be deemed under any circumstances whatsoever to limit the rights which he/she/it would have otherwise enjoyed under this Agreement and nor shall he/she/it be stopped thereby from exercising such rights as against the Lessee/s

10. ALTERATIONS OR VARIATIONS OF THIS AGREEMENT

- 10.1. No alterations, variations or deletions to this Agreement shall be valid upon the parties hereto unless reduced to writing and signed by the Lessor/s and the Lessee/s.

11. INDEMNITY, NON LIABILITY



The Lessor shall not be responsible for any damages or loss whatsoever the Lessee may suffer in or on the property irrespective of the cause and the Lessee indemnifies the Lessor against liability for damages or loss the Lessee or Lessee's agent may suffer.

12. DOMICILIUM CITANDI ET EXECUTANDI

12.1. For the purposes of this Agreement of Lease the Lessor/s chooses as his/her it's domicilium citandi et executandi the address: 25a Manchester Road, Allandale, P M Burg, 3200

12.2. For the purpose of this Agreement of Lease the Lessee/s chooses as his/her domicilium citandi et exutandi the address of the leased premises.

13. COST OF AGREEMENT

The Lessee shall pay for the cost of drawing up this agreement.

SIGNED BY THE LESSOR AT P.M. Burg ON THIS 14 DAY OF September 2016

AS WITNESS

1. [Signature] [Signature]
LESSOR

2. _____

SIGNED BY THE LESSEE AT P.M. Burg ON THIS 14 DAY OF September 2016

AS WITNESS

1. [Signature] [Signature]
LESSEE

2. _____

PERSONAL DETAILS

1. Owner of Property : YES
2. Address : 109 Stoen Road, President Park, Midrand
3. Vehicle : KPE PKELA - GP - MOC
4. Contact details : 082 360 1306 / 011 333 0357
pwcebekhulu@gmail.com



CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

Supplier number	MAAA0648547	Have Bank Account	Yes
Is supplier active?	Yes	Total annual turnover	R10 million or less; or
Supplier type	Individual	Financial year start date	01 Mar 2018 00:00:00:000
Supplier sub-type	Sole Proprietor	Created by	admin@thabethecebekhuluattorneys.co.za
Legal name	WELILE PERCIVAL CEBEKHULU	Created date	18 Jul 2018 10:48:09:000
Trading name	THABETHE CEBEKHULU ATTORNEYS	Edit by	admin@thabethecebekhuluattorneys.co.za
Identification type	South African Identification Number	Edit date	20 Jul 2022 14:13:01:563
South African identification number	6203105560084	Restricted Supplier	No
Government breakdown	Sole Proprietorship	Government Employee	No
Country of origin	South Africa	Government Employee Last Verification Date	08 Aug 2022 13:36:39:797

SUPPLIER INDUSTRY CLASSIFICATION INFORMATION

INDUSTRY CLASSIFICATION 1

Main group	Professional, scientific and technical activities	Core industry	Legal and accounting activities
Division	Legal and accounting activities	% share of annual turnover	100.00

SUPPLIER CONTACT INFORMATION

CONTACT 1

Contact type	Bid Office	Cellphone number	076 451 5509
Is this your preferred Contact?	Yes	Do you want this contact to also be a CSD user ?	Yes
Name(s)	Wellie Percival	Created by	admin@thabethecebekhuluattorneys.co.za





CSD REGISTRATION REPORT

Surname	Cebekhulu	Created date	18 Jul 2018 10:48:09:587
Identification type	South African Identification Number	Edit by	csd.datafix@treasury.gov.za
Prefer communication via email	Yes	Edit date	18 Jul 2018 10:48:09:587
Email address	admin@thabethecebekhuluattorney s.co.za		

SUPPLIER ADDRESS INFORMATION

ADDRESS 1

Is this a preferred address?	No	Postal code	2000
Address line 1	Suite 3A, 3rd Floor, Marble Towers	Ward Number	54
Address line 2	Jeppe Street	Country	South Africa
Suburb	City of Johannesburg NU	This address S/A postal	Yes
Province	Gauteng	This address S/A delivery	Yes
Municipality	City of Johannesburg	This address S/A payment	Yes
City	City of Johannesburg NU	Created by	admin@thabethecebekhuluattorneys. co.za
		Created date	18 Jul 2018 10:48:09:587
		Edit by	admin@thabethecebekhuluattorneys. co.za
		Edit date	18 Jul 2018 10:48:09:587

ADDRESS 2

Is this a preferred address?	No	Postal code	3201
Address line 1	20 Ottos road	Ward Number	27
Address line 2	Pietermaritzburg	Country	South Africa
Suburb	Pietermaritzburg SP	This address S/A postal	Yes
Province	KwaZulu-Natal	This address S/A delivery	Yes
Municipality	The Msunduzi	This address S/A payment	Yes
City	Pietermaritzburg	Created by	admin@thabethecebekhuluattorneys. co.za
		Created date	18 Jul 2018 10:57:10:403





CSD REGISTRATION REPORT

ADDRESS 3

Is this a preferred address?

Yes

Address line 1

Unit H2, Promenade Building

Address line 2

24 Lira Link

Suburb

Richards Bay Central

Province

KwaZulu-Natal

Municipality

uMhlathuze

City

Richards Bay

Postal code

4420

Edit by

admin@thabethecebekhuluattorneys.co.za

Edit date

18 Jul 2018 10:57:10:403

Ward Number

2

Country

South Africa

This address S/A postal

Yes

This address S/A delivery

Yes

This address S/A payment

Yes

Created by

admin@thabethecebekhuluattorneys.co.za

Created date

18 Jul 2018 10:57:10:403

Edit by

admin@thabethecebekhuluattorneys.co.za

Edit date

23 Jun 2021 14:00:35:257

ADDRESS 4

Is this a preferred address?

No

Address line 1

21 Kingfisher Lane

Address line 2

Hilltop Private Estate, Zimbali

Suburb

Ballito SP

Province

KwaZulu-Natal

Municipality

KwaDukuza

City

Ballito

Postal code

4439

Ward Number

4

Country

South Africa

This address S/A postal

Yes

Created by

admin@thabethecebekhuluattorneys.co.za

Created date

29 Oct 2018 08:05:17:910

Edit by

admin@thabethecebekhuluattorneys.co.za

Edit date

29 Oct 2018 08:05:17:910

ADDRESS 5

Is this a preferred address?

No

Address line 1

Unit 72, Zimbali Wedge

Address line 2

Port Zimbali

Ward Number

22

Country

South Africa

This address S/A postal

Yes





CSD REGISTRATION REPORT

Suburb	KwaDukuza NU	Created by	admin@thabethecebekhuluattorneys.co.za
Province	KwaZulu-Natal	Created date	27 May 2019 15:50:32:983
Municipality	KwaDukuza	Edit by	admin@thabethecebekhuluattorneys.co.za
City	KwaDukuza NU	Edit date	27 May 2019 15:50:32:983
Postal code	4439		

ADDRESS 6

Is this a preferred address?	No	Ward Number	10
Address line 1	Stand No. 203 A	Country	South Africa
Address line 2	Thulamahashe	Created by	admin@thabethecebekhuluattorneys.co.za
Suburb	Bushbuckridge NU	Created date	14 Jun 2019 10:08:19:760
Province	Mpumalanga	Edit by	admin@thabethecebekhuluattorneys.co.za
Municipality	Bushbuckridge	Edit date	14 Jun 2019 10:08:19:760
City	Bushbuckridge NU		
Postal code	1365		

ADDRESS 7

Is this a preferred address?	No	Country	South Africa
Address line 1	Stand No.66 Pimacasa Flats	This address S/A postal	Yes
Address line 2	Moore Street	This address S/A delivery	Yes
Suburb	Buffalo City NU	Created by	admin@thabethecebekhuluattorneys.co.za
Province	Eastern Cape	Created date	05 Aug 2019 13:52:46:917
Municipality	Buffalo City	Edit by	admin@thabethecebekhuluattorneys.co.za
City	Buffalo City NU	Edit date	05 Aug 2019 13:52:46:917
Postal code	5201		

ADDRESS 8





CSD REGISTRATION REPORT

Is this a preferred address?	No	Ward Number	7
Address line 1	Theresa House	Country	South Africa
Address line 2	15 Nelson Mandela Dr, Cnr North	Created by	admin@thabethecebekhuluattorneys.co.za
Suburb	Mafikeng CBD	Created date	07 Nov 2019 11:33:51:777
Province	North West	Edit by	admin@thabethecebekhuluattorneys.co.za
Municipality	Mafikeng	Edit date	07 Nov 2019 11:33:51:777
City	Mafikeng		
Postal code	2745		

SUPPLIER BANK ACCOUNT

BANK ACCOUNT 1

Account type	Current Accounts	Created by	admin@thabethecebekhuluattorneys.co.za
Bank	FIRST NATIONAL BANK	Created date	16 Sep 2020 15:41:02:000
Branch number	250655	Edit by	csd.safetynetbatchdownload@treasury.gov.za
Branch name	BRANCH 560	Edit date	17 Sep 2020 13:00:43:930
Account number	62653608384	Bank Verification Status	Verification Succeeded
Account holder	WP CEBEKHULU	Foreign Bank Account	No
Is this a preferred account?	Yes	Is the identifier linked at the bank	Yes
Active start date	16 Sep 2020 15:17:43:000	Is this a Shared Funding Account	No

BANK ACCOUNT 2

Account type	Current Accounts	Created by	admin@thabethecebekhuluattorneys.co.za
Bank	NEDBANK LIMITED	Created date	18 Jul 2018 10:48:09:790
Branch number	198765	Edit by	csd.safetynetbatchdownload@treasury.gov.za
Branch name	NEDBANK SOUTH AFRICA	Edit date	19 Jul 2018 17:00:24:437





CSD REGISTRATION REPORT

Account number	1908984007	Bank Verification Status	Verification Succeeded
Account holder	WP CEBEKHULU	Foreign Bank Account	No
Is this a preferred account?	No	Is the identifier linked at the bank	Yes
Active start date	18 Jul 2018 10:30:50:000	Is this a Shared Funding Account	No
BANK ACCOUNT 3			
Account type	Current Accounts	Created by	admin@thabethecebekhuluattorneys.c o.za
Bank	NEDBANK LIMITED	Created date	24 Aug 2018 11:27:53:000
Branch number	198765	Edit by	admin@thabethecebekhuluattorneys.c o.za
Branch name	NEDBANK SOUTH AFRICA	Edit date	24 Aug 2018 11:28:31:757
Account number	1176047744	Bank Verification Status	Verification Succeeded
Account holder	WP CEBEKHULU	Foreign Bank Account	No
Is this a preferred account?	No	Is the identifier linked at the bank	Yes
Active start date	21 Aug 2018 15:10:36:000	Is this a Shared Funding Account	No

TAX INFORMATION

Income tax number	0202237152	Overall Tax Status	Tax Compliant
VAT number	4090270812	Created by	admin@thabethecebekhuluattorneys.c o.za
Is this supplier a VAT vendor?	Yes	Created date	18 Jul 2018 10:48:09:807
Are you Registered with SARS?	Yes	Edit by	csd.reverifibatch@treasury.gov.za
Last validation date	08 Aug 2022 13:37:00:000	Edit date	20 Jul 2022 14:13:01:000
Would you like to receive notifications?	Yes		





CSD REGISTRATION REPORT

B-BBEE INFORMATION

Are you an empowering supplier	Yes	B-BBEE Procurement Recognition	135%
% Owned by black people	100.00	Accept and understand the content of the affidavit	Yes
% Owned by black people who are women	0.00	Commissioner of Oath	Hlongwa Attorneys
% Owned by black people who are youth	0.00	Date affidavit signed by commissioner of oath	18 Jun 2021 00:00:00:000
% Owned by black people with disabilities	0.00	Affidavit expiry date	17 Jun 2022 00:00:00:000
% Owned by black who are unemployed	0.00	Created by	admin@thabethecebekhuluattorneys.co.za
% Owned by black people who are military veteran	0.00	Created date	18 Jul 2018 10:48:10:010
% Owned by black people living in rural or underdeveloped areas	0.00	Edit by	csd.reverifybatch@treasury.gov.za
Status	Expired	Edit date	17 Jun 2022 00:00:10:100
B-BBEE Status Level Of Contributor	Level 1 Contributor	Verification Status	Manual Verification Required

OWNERSHIP INFORMATION

Owner s name and surname Legal name	Owner s Identification number	RSA Citizen	Ethnic group	Gender	Ownership %	Youth	Disabled	Military	Rural	Township
WELILE PERCIVAL CEBEKHULU	6203105560084	Yes	Black African	Male	100.00%	No	No	No		
Total					100.00%					

OUTCOMES AGAINST PREFERENTIAL PROCUREMENT CRITERIA BASED ON OWNERSHIP

Enterprise type	EME
B-BBEE status level of contributor	Level 1 Contributor
Owned by black people	100.00%
Owned by black people who are youth	0.00%





CSD REGISTRATION REPORT

Owned by black people who are women

0.00%

Owned by black people with disabilities

0.00%

Owned by black people who are military veteran

0.00%

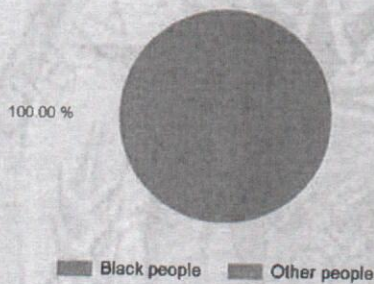
Owned by black people living in rural or underdeveloped areas

0.00%

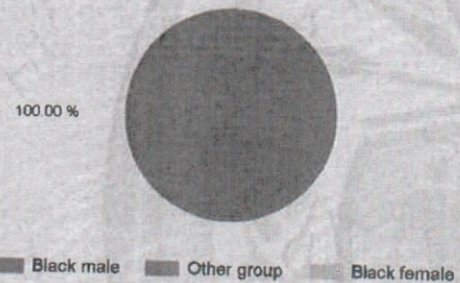
Owned by black people living in townships

0.00%

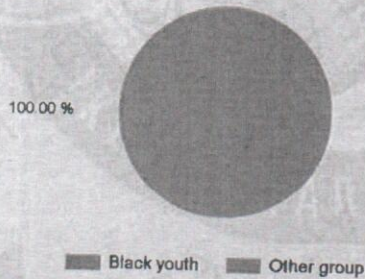
People % Ownership



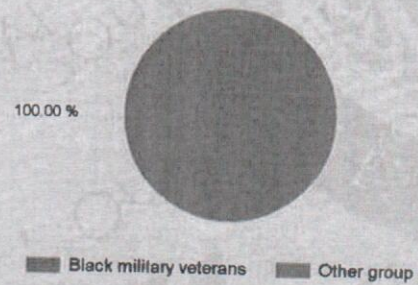
Gender % Ownership



Youth % Ownership



Military veteran % Ownership

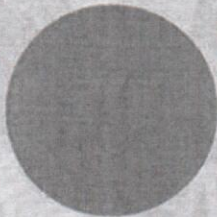




CSD REGISTRATION REPORT

Disabled % Ownership

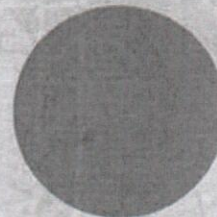
100.00 %



Black people with disabilities Other group

Living area % Ownership

100.00 %



Other areas Black in rural areas Black in townships

DIRECTORS/MEMBERS/OWNERS INFORMATION

DIRECTOR/MEMBER 1

Director type	Director, Owner	Owner youth	No
Director status	Active	Owner person with disabilities	No
Name(s)	WELILE PERCIVAL	Owner military veteran	No
Surname	CEBEKHULU	Created by	admin@thabethecebekhuluattorneys.co.za
Country	South Africa	Created date	18 Jul 2018 10:16:46:000
Identification type	South African Identification Number	Edit by	admin@thabethecebekhuluattorneys.co.za
South African identification number	6203105560084	Edit date	18 Jun 2021 15:46:27:000
Appointment date	18 Jun 2021 00:00:00:000	Restricted Supplier	No
Email address	pwcebekhulu@gmail.com	Restriction Last Verification Date	08 Aug 2022 13:36:39:923
Cellphone number	082 360 1306	Government Employee	No
Owner	Yes	Government Employee Last Verification Date	08 Aug 2022 13:36:39:797
Ownership %	100.00%	SA identification number Verified	Yes
Living areas of owner	City of Johannesburg, Johannesburg North	SA identification number verification date	08 Aug 2022 13:36:39:893
Owner's ethnic group	Black African	Companies involved in	MAAA0158292; MAAA0158404;
Owner's gender	Male		





CENTRAL SUPPLIER
DATABASE
FOR GOVERNMENT

Report Date:

08 Aug 2022 13:37:00.038 PM

Report Ran By:

admin@thabethecebekhuluattorneys.co.za

CSD REGISTRATION REPORT

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



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA



CSD REGISTRATION REPORT

Tips and Frequently Asked Questions (FAQ)

Identifier

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

Bank

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

Tax

Tax Compliance Status

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

Tax Compliance Expiry Date

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

CIPC

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

State Employee

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

BBBEE

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

Print Date:

8/8/2022 1:36:59 PM



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA