

# THE MSUNDUZI MUNICIPALITY



**HEAD: SUPPLY CHAIN MANAGEMENT**  
**Mrs D.N. Gambu**

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Pietermaritzburg, 3200  
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## **SUPPLIES AND SERVICES CONTRACT No. 6 OF 2022 – SECTION 10**

### **APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF GENERAL CLEANING SERVICES AT JEFFERSONS COURT AND OCCUPATIONAL CLINICS AT ELECTRICITY - HAVELOCK ROAD AND CITY ENGINEERS - DOULL ROAD**

|                   |  |  |  |  |  |  |  |                     |  |
|-------------------|--|--|--|--|--|--|--|---------------------|--|
| Tenderer's Name:  |  |  |  |  |  |  |  |                     |  |
| Postal Address:   |  |  |  |  |  |  |  |                     |  |
|                   |  |  |  |  |  |  |  |                     |  |
|                   |  |  |  |  |  |  |  |                     |  |
| Telephone No:     |  |  |  |  |  |  |  |                     |  |
| Cellular No:      |  |  |  |  |  |  |  |                     |  |
| E-Mail Address:   |  |  |  |  |  |  |  |                     |  |
| Contact Person:   |  |  |  |  |  |  |  |                     |  |
| CSD NUMBER : MAAA |  |  |  |  |  |  |  | B-BBEE STATUS LEVEL |  |

Sealed tenders endorsed on the envelope **"SUPPLIES AND SERVICES CONTRACT No. 6 OF 2022 – SECTION 10"** with the **Contract Description** must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg, 3201, not later than **12h00 on Thursday, 10 November 2022** when they will be opened in public. ***Only tenders placed in the tender box will be accepted and considered.***

**MSUNDUZI MUNICIPALITY**

**NOTICE**

**TENDER BRIEFING MEETING**

**SUPPLIES AND SERVICES CONTRACT No. 6 OF 2022 – SECTION 10**

**APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF GENERAL CLEANING SERVICES  
AT JEFFERSONS COURT AND OCCUPATIONAL CLINICS AT ELECTRICITY - HAVELOCK ROAD  
AND CITY ENGINEERS - DOULL ROAD**

The Msunduzi Municipality hereby invites Service Providers for the **compulsory Tender Briefing Meeting** to be conducted as follows: -

**Thursday, 27 October 2022** at the **Bessie Head Library – Auditorium**, 1st Floor, 260 Church Street, Pietermaritzburg, commencing **promptly at 10h00**.

All **Covid-19** restrictions and protocols are to be strictly adhered to.

Service Providers are to ensure that they sign the Attendance Register circulated at the meeting and to make certain that the Tender Briefing Certificate is duly signed by the authorised official.

Only one Tender Briefing Meeting will be held. Tenderers arriving at the meeting after the stipulated starting time will be excluded. Further, all Tenderers attending the meeting must be in possession of a complete tender document (hard copy) failing which the Tenderer shall be disqualified.

Tenderers producing only the Tender Briefing Certificate at the meeting will not be considered.

Only one representative per Company or Consortium will be allowed to attend the above meeting. No person will be allowed to represent more than one Company at the meeting.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

Tenders will not be considered from Service Providers who do not attend the meeting and who's Tender Briefing Certificate has not been commissioned by the authorised official.

**MR L. MAPHOLOBA (CITY MANAGER)**

**THE MSUNDUZI MUNICIPALITY**  
**TENDER SUBMISSION CHECKLIST**

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

| No. | Description   | Tenderer<br>to Tick (✓) | For Official<br>Use Only |  |
|-----|---|-------------------------|--------------------------|--|
| 1   | Has the Tender Document been completed in <b>INK</b> and all corrections counter-signed? ( <b>No correction fluid used</b> )  |                         | <b>D</b>                 |  |
| 2   | Has all tendered rates been priced in <b>INK</b> and corrections counter-signed? ( <b>No correction fluid used</b> )  |                         | <b>D</b>                 |  |
| 3   | Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?   |                         |                          |  |
| 4   | Has all information as required in terms of the Tender Document been submitted with the tender?   |                         | <b>D</b>                 |  |
| 5   | Has the <b>compulsory "Site Inspection/Tender Briefing" meeting</b> been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting? |                         | <b>D</b>                 |  |
| 6   | Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?                                 |                         | <b>D</b>                 |  |
| 7   | Has the "Tender Form" been completed and signed?  |                         | <b>D</b>                 |  |
| 8   | Has the "Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011" been completed in its entirety and signed?   |                         |                          |  |
| 9   | As an <b>EME</b> , is a certificate issued by an Accounting Officer or a Verification Agency accredited by SANAS or a Registered Auditor attached to the tender document?             |                         |                          |  |
| 10  | As a <b>NON-EME</b> , is an original and valid B-BBEE status level Verification Certificate or a certified copy thereof attached to the Tender Document?                              |                         |                          |  |
| 11  | Is a valid Original Tax Clearance Certificate attached to the Tender Document or has a Tax Clearance Status Verification Pin been provided?   |                         | <b>D</b>                 |  |
| 12  | Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document?   |                         | <b>D</b>                 |  |

**\*\*\* D: Failure to comply with these Sections will prejudice the tender.**

Name of Tenderer : \_\_\_\_\_

Signature / Date : \_\_\_\_\_

## THE MSUNDUZI MUNICIPALITY

### SUPPLIES AND SERVICES CONTRACT No. 6 OF 2022 – SECTION 10

#### APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF GENERAL CLEANING SERVICES AT JEFFERSONS COURT AND OCCUPATIONAL CLINICS AT ELECTRICITY - HAVELOCK ROAD AND CITY ENGINEERS - DOULL ROAD

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| 10.  | <b><u>TENDERERS PLEASE NOTE: -</u></b>  |    |
| 10.1 | Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors they shall inform the Head: Supply Chain Management or the Engineer at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Tenderer's failure to observe this requirement. |    |
| 10.2 | The Tender Notice appeared in The Ilanga newspaper, National Treasury e-Tender and Msunduzi Website on <b>Monday, 10 October 2022</b> and Msunduzi News. The tender closes at 12h00 on <b>Thursday, 10 November 2022</b> , at the City Hall, 169 Chief Albert Luthuli Street, Pietermaritzburg, 3201.   |    |

**THE MSUNDUZI MUNICIPALITY**

**TENDER NOTICE**

**SUPPLIES AND SERVICES CONTRACT No. 6 OF 2022 – SECTION 10**  
**APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF GENERAL CLEANING SERVICES**  
**AT JEFFERSONS COURT AND OCCUPATIONAL CLINICS AT ELECTRICITY - HAVELOCK ROAD**  
**AND CITY ENGINEERS - DOULL ROAD**

The Msunduzi Municipality hereby invites Service Providers who have the relevant expertise and capacity to submit tenders for the above works for a period of three (3) years. **Only Service Providers with BCCCI registration will be considered.**

Interested tenderers are to submit a **Bidder Registration Form** of which is available on the Msunduzi Municipality's website [www.msunduzi.gov.za](http://www.msunduzi.gov.za) in the Tenders Folder / Database Forms. The registration will begin from **10 October 2022** and end at the close of business (17H00) on **14 October 2022**. The Bidder Registration Form must be completed and emailed to [asogan.pillay@msunduzi.gov.za](mailto:asogan.pillay@msunduzi.gov.za). Tenderers who fail to register within the above registration period will not be eligible to receive and submit a tender document.

Tenderers that do not receive any confirmation of their Bidder Registration Forms within 48 hours at the end of the above registration period must request such via email to [asogan.pillay@msunduzi.gov.za](mailto:asogan.pillay@msunduzi.gov.za). Tender documents will only be emailed to potential tenderers that have submitted their Bidder Registration Forms timeously. The Tender document will indicate details of the compulsory Tender Briefing Meeting. The Municipality will continue to advertise its Tender Notices on the National Treasury e-Tender Portal and Municipal website.

Tenders must be submitted together in hard copy and on a CD/USB Flash Drive contained in sealed envelopes and marked with **CONTRACT No. 6 OF 2022 – SECTION 10** and description must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg, not later than **12h00, on Thursday, 10 November 2022**, when they will be publicly opened. Only tenders placed in the Tender Box will be accepted. Under no circumstances whatsoever will any extension of time be allowed for submission of tenders.

**Tender Validity Period:** Four (4) months commencing from the closing date of tender.

**Tender Evaluation Criteria:** The tender shall be evaluated on a Two Stage Evaluation System, Stage One Functionality and Stage Two 80/20 Preference Point System in accordance with the Preferential Procurement Regulations, 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

| No.                                       | Evaluation Criteria - Stage One Functionality          | Maximum Points         |
|---|--|------------------------|
| 1   | Previous Experience in Cleaning Industry               | 10                     |
| 2   | Experience in Cleaning Corporate Buildings and Clinics | 10                     |
| <b>Total Functionality Points</b>         |  | <b>20 Points</b>       |
| <b>Threshold to Qualify for Stage Two</b> |  | <b>65% (13 Points)</b> |

For technical related information, please contact Suben Pillay on Tel. No. 033 392 3502 or e-mail [suben.pillay@msunduzi.gov.za](mailto:suben.pillay@msunduzi.gov.za). For procurement related information, please contact Asogan Pillay on either Tel. No. 033 - 392 2856 or e-mail [asogan.pillay@msunduzi.gov.za](mailto:asogan.pillay@msunduzi.gov.za).

The Msunduzi Municipality does not bind itself to accept the lowest or any tender, and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result. The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

**MR L. MAPHOLOBA (CITY MANAGER)**

## THE MSUNDUZI MUNICIPALITY

### SUPPLIES AND SERVICES CONTRACT No. 6 OF 2022 SECTION 10

#### STANDARD CONDITIONS OF TENDER

##### 1. DOCUMENTS

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Specifications, Pricing Schedule (if applicable), Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

##### 2. COMPULSORY SITE INSPECTION / TENDER BRIEFING MEETING

Where in the tender document reference is made to a compulsory Site Inspection/Tender Briefing Meeting, the Service Provider shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Council shall not be held liable for any loss or damage due to the above. Service Providers are to ensure that they sign the Attendance Register circulated at the meeting and to also ensure that the Site Inspection/Tender Briefing Certificate attached hereto is duly signed by the authorised official.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register. Tenders will not be considered from Service Providers who do not attend the meeting and whose Site Inspection/Tender Briefing Certificate has not been commissioned by the authorised official. Service Providers will be required to present their tender document at the Site Inspection / Tender Briefing Meeting for endorsement and failure to comply with this will result in disqualification.

##### 3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Tenderers are advised that this document must be completed in ink and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified. Only original hand written priced tender documents will be considered. Tenders submitted by electronic mail, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg, 3201, and placed in the Tender Box situated in the Foyer, Ground Floor by the close of tenders. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

**All literature submitted must be 'securely attached to the tender'. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.**

In the case of a Tenderer withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Tenderer.

**4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES**

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract.

Nor shall any Tenderer communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Tenderer; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Tenderer to enable her to formulate her recommendation to Council. Any attempt to contravene this condition which is brought to the notice of the Head: Supply Chain Management shall result in the disqualification of the Tenderer. Prospective Tenderers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

**5. IMPORT PERMITS**

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Tenderer must apply directly for any import permits or currency needed. However, the Council will furnish the successful Tenderer with a supporting statement, if required.

**6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)**

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government.

Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system. *It will electronically verify a supplier's tax status and enable public sector officials doing business with the state to be identified.* All prospective suppliers can register any time on the CSD website [www.csd.gov.za](http://www.csd.gov.za) Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD. For further information or enquiries, please contact 033 897 4516 / 033 897 4212 / 033 897 4624 / 033 897 4535 / 033 897 4676 / 033 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at [database@kzntreasury.gov.za](mailto:database@kzntreasury.gov.za).

**With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD.**

Negotiations for the tender award will only be concluded with the qualify tenderer(s) who is/are registered on the CSD on or after 01 April 2016. In order for Council to verify your Company's registration with CSD, please provide the following information for verification purposes: -

|   |  |
|---|--|
| <b>CSD Supplier Number</b>                  |  |
| <b>Unique Registration Reference Number</b> |  |

**Failure to provide the above information shall render the tender to be disqualified.**

## 7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the tenderer's tax obligations.

Tenderers shall be required to submit, together with the tender document, a **valid copy** Tax Clearance Certificate or a Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid original Tax Clearance Certificate or a Tax Compliance Status Verification Pin will result in the invalidation and disqualification of the tender.

### **Certified copies of the Tax Clearance Certificate will not be acceptable.**

Further to the above, Tenderers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. three (3) months commencing from the closing date of the tender.

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) working days written notice in which to comply. Should the Tenderer fail to comply with this request, the Council further reserves the right to make no award to the Tenderer and the Council shall not be held liable for any loss or damages sustained by the Tenderer.

If a tenderer has already submitted an original Tax Clearance Certificate when registering on the Central Supplier Database (CSD), then there is no need to submit a hardcopy of another Tax Clearance Certificate provided that the Tax Clearance Certificate is still valid for the full duration of the validity period for this tender. In this instance, the Tenderer will be required to indicate below the CSD Supplier Number and Unique Registration Reference Number for verification purposes: -

|   |  |
|---|--|
| <b>CSD Supplier Number</b>                  |  |
| <b>Unique Registration Reference Number</b> |  |

## 8. RATES

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc., unless the Service Provider states otherwise in the proposal.

## 9. INCOMPLETE TENDERING

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule, or if the prices tendered in the Schedule are not market related i.e. the tendered rates does not conform to current day prices. Partial awards **may** be made where this is perceived by the Head: Supply Chain Management or the Engineer to be in the best interests of the Council. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and BEE's. Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter submitted by the Tenderer, the prices and particulars contained in the Tender Form shall prevail.

**10. ACCEPTANCE OF ANY TENDER**

The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Where less than three (3) tenders are received, the Head: Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

The procedure which will be followed with the acceptance of a tender is as follows:  
No formal agreement will be signed.

A letter of acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the Tenderer. The tender documents, together with the letter of acceptance, shall constitute a binding agreement between the Tenderer and the Council.

Unless otherwise stipulated in the covering letter submitted with the tender, the Tenderer shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Tenderer is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

**11. DOMICILIUM CITANDI ET EXECUTANDI**

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg as its *domicilium citandi et executandi*.

The Tenderer's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto. Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

**12. DATA SHEETS**

Tenderers shall be required to complete all Data Sheets and the Tender Form attached hereto in their entirety for adjudication purposes.

Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths. ***Failure to comply with these provisions will render the offer unresponsive (invalid).***

**13. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE**

The Supply Chain Management Regulations states that the Council may not make any award to a person: -

- (a) who is in the service of the state;
- (b) if that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) who is an advisor or consultant contracted with the municipality or municipal entity.

**14. MUNICIPAL FEES**

All Tenderers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Tenderers must include the relevant account numbers in the declaration.

**15. APPEALS AND/OR OBJECTIONS**

Any Tenderer aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager / Head: Supply Chain Management. In the event that an appeal and/or objection is lodged, the following procedure shall apply: -

The Tenderer shall be required to pay an appeal/objection fee in the amount of **zero point five percent (0.5%) of the total contract sum, including VAT or R2 000.00, whichever is the greater to a maximum value of R20 000.00.**

The fee is to be paid in cash or by bank guarantee cheque on or before the expiration of the above period and proof of such payment is to be submitted together with the letter of appeal/objection to the Municipal Manager/ Head: Supply Chain Management. No appeal/objection will be entertained should the afore-mentioned condition not be adhered to and the Municipality shall not be held liable for any loss or damage sustained by the Tenderer due to the Tenderer's failure to adhere to the above condition.

**16. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

Tenderers claiming preference points shall be required complete Annexure "C" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein.

Tenderers shall be required to submit, together with the tender document, a **valid certified copy** of their B-BBEE status verification certificate or a sworn affidavit as prescribed by the B-BBEE codes of good practice and must be valid until the closing date of the tender.

**17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS**

Service Providers intending to tender in the form of Joint Ventures/Consortiums **must submit** the following documentation together with the tender: -

- 1) Original valid Tax Clearance Certificates of all parties of the Joint Venture/Consortium;
- 2) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract; and
- 3) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate obtainable from a verification agency accredited by SANAS or a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA).

Further to the above, the full name of the Joint Venture/Consortium must appear as the 'tenderer' on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification

## **18. ADJUDICATION CRITERIA**

The tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 or 90/10 Preference Point System in accordance with the Preferential Procurement Regulations, 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. The Functionality for Stage One shall be evaluated on the criteria as outlined in the Tender Document herein.

## **19. COMBATIVE TENDERING**

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to: -

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in bids;
- (iv) Soliciting bids from Tenderers whose names appear on the list of restricted bidders/suppliers/persons, and,
- (v) Submission of two bids by a Tenderer.

Any **attempt** by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

## **20. CESSION AGREEMENTS**

No Cession Agreements will be entered into between the successful Tenderer, the Supplier and the Council in respect of ceding payment to any third parties for goods or services rendered by the third party/ies to the Contractor.

By signing the Tender Form herein, it shall be deemed that the Tenderer has the necessary personnel, skills, resources, capital, plant and equipment, etc. to undertake the whole of the said works in conformity with the Specifications, Conditions of Contract, Tender and Legislation for the duration of the contract period.

Should it be deemed during the contract period that the successful Tenderer does not have the necessary personnel, skills, resources, capital, plant and equipment, etc. to undertake the works, the Council reserves the right to cancel the contract by issuing the Tenderer with thirty (30) days written notification of its intent to cancel the contract and the Council shall not be held liable for any loss or damages sustained by the Tenderer in this regard.

The Council further reserves the right to purchase the goods and services elsewhere and any difference in costs shall be deducted from any monies due or which shall become due to the Supplier.

**THE MSUNDUZI MUNICIPALITY**

**SUPPLIES AND SERVICES CONTRACT No. 6 OF 2022 – SECTION 10**

**APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF GENERAL CLEANING SERVICES  
AT JEFFERSONS COURT AND OCCUPATIONAL CLINICS AT ELECTRICITY - HAVELOCK ROAD  
AND CITY ENGINEERS - DOULL ROAD**

**STANDARD CONDITIONS OF CONTRACT FOR SUPPLIES CONTRACTS**

**1. DEFINITIONS**

The following definitions shall apply:

"Council" means the Msunduzi Municipality.

"Engineer" means the Deputy Municipal Manager: Infrastructure Services of the day of the Msunduzi Municipality or the said Manager's duly appointed Representative.

"Head: Supply Chain Management" means the Head: Supply Chain Management of the day of the Msunduzi Municipality or the Head: Supply Chain Management's duly appointed Representative.

"Contractor" means the person, firm or company whose tender has been accepted by the Msunduzi Municipality and includes the supplier's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Supplier.

"Contract Document" means the Conditions of Tender, these Standard Conditions, Special Conditions (if any), Specifications, Schedule of Quantities/Equipment, Drawings, Priced Schedule of Rates and Prices (if any), Tender Form and Annexures thereto and the final Letter of Acceptance.

"Contract Price" means the sum named in the tender, subject to such additions thereto or deductions therefrom as may be made from time to time under the provisions hereinafter contained.

"Special Conditions" means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure A hereof.

"Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

"Goods" means the equipment, plant, vehicles or materials to be supplied in accordance with the Contract.

"Preferential Procurement Policy" means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

"SARS" Means the South African Revenue Services.

**2. QUALITY OF MATERIALS AND WORKMANSHIP AND TESTS**

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the specification and shall be subjected to such tests, carried out by such persons, as the Engineer may direct at the place of manufacture or fabrication or at the delivery site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, mass or quantity of any materials for testing as may be required by the Engineer. The Contractor may be present at any tests which the Engineer decides to carry out.

**3. SAMPLES FOR QUALITY CONTROL**

If samples are required in terms of the specification, such samples shall be supplied by the Contractor at his own cost. All samples approved by the Engineer will be retained by him as standards for the duration of the contract. The Council reserves the right to purchase any sample submitted at the tender price. Samples not so purchased will be recoverable by the Contractor at his own expense.

**4. REMOVAL OF IMPROPER MATERIALS**

All materials delivered to the delivery site will be inspected by the Engineer and should any be delivered which, in the opinion of the Engineer, are inferior in quality or workmanship to the deposited sample or to the standard required in the Specification or be found to be damaged on delivery, such goods shall be immediately removed by the Contractor.

No payment will be made for any materials nor for any loss incurred by the Contractor as a consequence of such rejection.

**4. QUANTITY**

The Council does not guarantee to purchase any specific quantity and orders will be placed for materials as and when they are required. The tendered price shall apply to all purchases regardless of the quantity ordered. Should the Contractor wish to place any limit on the maximum quantity to be supplied, this must be clearly stated in the tender.

**5. DELIVERY**

Prices shall include for the delivery of the materials as detailed in the specifications.

The Contractor shall be responsible for all damages or breakages in transit until the materials have been accepted by the Engineer at the delivery site.

Immediately after forwarding any materials, an advice note shall be sent in duplicate to the Engineer, Private Bag X205, Pietermaritzburg, giving the size and mass of each article, where applicable, and the date of despatch.

All ordered materials shall be delivered within the period stated in the tender. If a Tenderer is unable to comply with this clause, the delivery period offered must be stated.

## 6. PENALTY FOR LATE DELIVERY

Upon any delay in delivery beyond the tendered delivery period, the Council shall be entitled forthwith to purchase services of the same description as and in lieu of those specified to be supplied, or forthwith to cancel the contract and to purchase elsewhere such materials as may be required during the contract period and the Contractor shall bear any difference in price between any materials so purchased and the tendered price. The amount of such difference shall be paid by the Contractor to the Council immediately on demand, or the Council may deduct such difference from moneys (if any) otherwise payable to the Contractor in respect of materials already delivered under this or any other contract.

## 7. TERMINATION OF THE CONTRACT

Should the Contractor (for whatever reason) fail to execute the works in accordance with the terms and conditions stated herein, the Council reserves the right to cancel the contract forthwith without prejudice to Council and the Council shall not be held liable for any loss or damages resulting from such cancellation. Further to the above, the Council reserves the right to enforce Clause 6 above including any other remedies it may deem necessary.

## 8. TERMS OF PAYMENT

Payment will be made by the Chief Financial Officer within 30 days on receipt of a certificate of payment issued by the Engineer and will be made by means of a cheque drawn upon the Council's bankers in Pietermaritzburg. No cash payments shall be made.

Where the value of the works exceeds R3 000.00 excluding VAT, the Contractor must quote the Council's VAT Registration No. (4600107835) on all Tax Invoices for payment purposes. Where offers of discounts, e.g. for payment within 30 days of rendering accounts, are made by Contractor, these will be taken into account in the adjudication of tenders.

## 9. PRICE ADJUSTMENT

- (a) In all cases where a tendered price is offered subject to adjustment, such adjustment shall be calculated in accordance with the following formula:-

$$E = V \times \frac{(I_e - 1)}{I_o}$$

Where:

|                |   |   |
|----------------|---|---|
| E              | = | the amount of adjustment                  |
| V              | = | tendered price/value                      |
| I <sub>e</sub> | = | index applicable at the invoice date, and |
| I <sub>o</sub> | = | the base index                            |

unless the Contractor expressly stipulates and sets out in detail an alternative formula in terms of which prices will escalate.

Where Contractors have linked their prices to manufacturers/suppliers price increase, full disclosure of the rates/prices must be submitted together with the tender.

- (b) Notwithstanding the provisions of paragraph (a), the Council shall not be liable for adjustment unless the Contractor specifies a price index (or indices) in respect of the materials to be supplied.
- (c) For the purpose of calculating the amount of adjustment in terms of any formula, the base index shall be the index for **September 2022** regardless of the actual due tender date.

- (d) The index for the previous month shall apply up to and including the 15th day of a month, thereafter the current month's index shall apply.
- (e) The applicable index (indexes) are: \_\_\_\_\_

In any case where a Contractor has complied with the conditions set out above, the Council shall nonetheless not be liable to pay for adjustment unless the Contractor, in submitting an account, submits, on each occasion the Contractor does so, a separate account reflecting the adjustment amount claimed together with all calculations and documents necessary to verify the claim.

Upon receipt of the claim account referred to above, the Council shall not however be obliged to settle the account until the amount claimed is verified by the Council's Auditors in terms of the preceding paragraphs.

The Contractor must please submit claims before 31 July for the previous financial year ending 30 June. No claims submitted after this date will be entertained.

#### **10. GOVERNMENT CONTROLLED PRICES**

Where the tendered price of any item placed on contract is controlled by the various Control Boards constituted under the Marketing Act or by the Price Controller, such price shall, in the event of any amendment to the price ruling at the time the tender was submitted being sanctioned by the Price Controller, be subject to a like increase or decrease as the case may be. Contractors must state clearly which items are subject to such control; unless this is done no payments will be made in the excess of the tendered prices. In the event of price control over any item on contract being withdrawn during the currency of the contract, the contract price applicable to such item thereafter shall not be higher than the price in operation immediately prior to the withdrawal of price control. If the Contractor claims escalation, Clause 9 does not apply.

#### **11. FORWARD COVER**

The Contractor will be deemed by submission of a tender to hold or to have arranged forward foreign exchange cover on all imported goods or materials, with the cost thereof included in the price schedule. In any case which a Contractor tenders a price subject to exchange rate fluctuations, the exchange rate/s and the date/s thereof at which the goods or materials are offered are based must be clearly indicated on Annexure 'A' "Alterations by Tenderer". If no exchange rate/s are indicated, the tender prices shall be considered not subject to exchange rate fluctuations.

#### **12. INSURANCE AND RAILAGE RATES ETC**

Should there be any increase in the statutory rates of freight, insurance and railage, a pro rata increase or decrease shall be made in the price of the material delivered. The contractor shall notify the Municipal Manager, or the Chief Financial Officer, or the Head: Supply Chain Management as the case may be of any variation in rates as soon as the Contractor is aware of them. A claim for increased freight, insurance and railage will be admitted on production of the original papers showing clearly that the amount has been paid by the contractor.

#### **13. ASSIGNMENT AND SUBLETTING**

Neither the Supplier nor the Council shall assign the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other. The Supplier shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, if given, shall not relieve the Supplier from any liability or obligation under the contract.

**14. SECRECY OF INFORMATION**

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Engineer reserves the right to request references and generally examine bona fides and available facilities of any company of firm wanting to participate in this contract.

**15. LAW TO APPLY**

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Contractor in regard to the contract shall be settled in the Republic of South Africa.

**16. PATENT RIGHTS**

The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

**17. SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE**

In the event of an order being made for sequestration of the Contractor's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Contractor making application for the surrender of the Contractor's estate, or if the Contractor shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Contractor's creditors, or purport to do so, or if the Contractor, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Contractor, and without prejudice to the right of the Council to sue the Contractor for any damages sustained by it in consequence of one or the other of the afore-mentioned events.

**18. CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS**

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

**THE MSUNDUZI MUNICIPALITY**

**SUPPLIES AND SERVICES CONTRACT No. 6 OF 2022 – SECTION 10**

**APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF GENERAL CLEANING SERVICES  
AT JEFFERSONS COURT AND OCCUPATIONAL CLINICS AT ELECTRICITY - HAVELOCK ROAD  
AND CITY ENGINEERS - DOULL ROAD**

**LEGISLATION**

**1.0 GENERAL**

1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and comply with all applicable legislation. **The council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.**

**1.2 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)**

The OHS Act covers inter alia "any work in connection with -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

1.3 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure B, between the Employer and the Contractor in this contract are:

- 1.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
- 1.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
- 1.3.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
- 1.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.

1.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.

1.3.6 The Mandatory shall before commencing or carrying out the work, inform the divisional inspector in writing of:-

- a) the address of the premises on which such work will be carried out,
- b) the nature of such work,
- c) the date on which it is expected that such work will be commenced, and
- d) the date on which it is expected that such work will be completed;

all in terms of Clause 15c of the GAR

1.3.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

## **2.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)**

2.1 Contractors are required to register as employers in terms of the COID Act.

2.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.

2.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

## **3.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)**

3.1 Contractors are required to register as employers in terms of the LR Act.

3.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

## **4.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)**

4.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

## **5.0 THE INCOME TAX ACT (ACT 58 of 1962)**

5.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

## **6.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)**

6.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

6.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

## **7.0 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)**

7.1 Where work undertaken in connection with this contract falls within the meaning of "kinds of work reserved for professional engineers" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.

7.2 The Tenderer shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Tenderer shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

## **8.0 NON-COMPLIANCE**

8.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.

8.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discover any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

**THE MSUNDUZI MUNICIPALITY**

**SUPPLIES AND SERVICES CONTRACT No. 6 OF 2022 – SECTION 10**

**APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF GENERAL CLEANING SERVICES  
AT JEFFERSONS COURT AND OCCUPATIONAL CLINICS AT ELECTRICITY - HAVELOCK ROAD  
AND CITY ENGINEERS - DOULL ROAD**

**STANDARD SPECIFICATION FOR THE PURCHASE OF  
EQUIPMENT, PLANT, VEHICLES AND MATERIALS**

1. **SCOPE**: This specification covers the general responsibilities applicable to the contract.

2. **DEFINITIONS**

Approved/Approval: Approved/approval by the Engineer.

Satisfactory: Capable of fulfilling or having fulfilled the intended function to the satisfaction of the Engineer.

3. **ABBREVIATIONS**

Wherever the following abbreviations and terms are used, they shall be deemed to refer to the latest edition, including all amendments, published before the day which is ninety (90) days before the closing date for receipt of tenders and shall be interpreted as follows:

|        |   |  |
|--------|---|--|
| ASTM   | : | American Society for Testing Materials   |
| BS     | : | British Standard   |
| BSCP   | : | British Standard Code of Practice  |
| SABS   | : | South African Bureau of Standards  |
| SMTM   | : | Standard Methods of Testing Materials of the Department of Transport of the Republic of South Africa |
| SIS    | : | Swedish Institute of Standards   |
| AASHTO | : | American Association of State Highway and Traffic Officials  |
| CSIR   | : | Council for Scientific and Industrial Research   |
| BRTA   | : | British Road Tar Association   |
| CBR    | : | California Bearing Ratio   |
| DDL    | : | Draw Down Level  |
| FSL    | : | Full Supply Level  |
| USBR   | : | United States Bureau of Reclamation  |
| RL     | : | Reduced Level  |

4. **NO LIMITATION BY DESCRIPTION**

Nothing appearing in the Specification or Schedule of Quantities/Equipment shall limit the obligations and liabilities of the Supplier, the Engineer or the Council under the Standard Conditions of Contract.

5. **APPROVAL**

Any approval by the Engineer of any materials or plant and its operation, will not imply any relaxation of the Clauses of the Specifications governing the quality of the materials or of the finished work, nor relieve the Supplier of his responsibilities under the Contract.

## THE MSUNDUZI MUNICIPALITY

### SUPPLIES AND SERVICES CONTRACT No. 6 OF 2022 – SECTION 10

#### APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF GENERAL CLEANING SERVICES AT JEFFERSONS COURT AND OCCUPATIONAL CLINICS AT ELECTRICITY - HAVELOCK ROAD AND CITY ENGINEERS - DOULL ROAD

### SPECIFICATIONS

#### **1.0 SCOPE OF WORK**

The Msunduzi Municipality hereby invites Service Providers who have the relevant expertise and capacity to provide cleaning services for offices at 1 Jefferson Court and Occupational clinics at Electricity - Havelock Road and City Engineers - Doull Road.

#### **2.0 MANDATORY REQUIREMENTS**

- 2.1 The service provider must be registered Registration with the BCCCI (Bargaining Council for the Contract Cleaning).
- 2.2 Failure to comply with this requirement shall render the tender unresponsive (invalid).

#### **3.0 TENDER BRIEFING MEETING**

A **Compulsory Tender Briefing Meeting** will be held on **Thursday, 27 October 2022** at the **Bessie Head Library – Auditorium**, 1st Floor, 260 Church Street, Pietermaritzburg, commencing promptly at 10h00.

All **Covid-19** restrictions and protocols are to be strictly adhered to.

#### **4.0 DETAILED SPECIFICATIONS**

##### **4.1 1 Jefferson Court**

Cleaning of 1 Jefferson Court (3 offices, 1 toilet, 1 Kitchen and 1 filing room) 3 times a week as follows:

##### **DAILY:**

1. Sweep floors of all offices, passages and toilets.
2. Empty and clean all waste paper baskets
3. Clean telephones.
4. Dust desk and fittings, bookcases, cabinets, shelves and windowsills.
5. Clean and sanitize toilet.
6. Wash hand basins.
7. Dust Glass doors.

##### **MONTHLY:**

1. Scrub toilet floors.
2. Clean walls and partitioning
3. The passages and wooden floors in offices must be polished and finished with a non-slip plastic polish as directed.
4. Clean air conditioning louvers and grills.
5. Clean all venetian blinds where applicable.
6. Clean windows and glass door.

#### 4.2 **CITY ENGINEERS CLINIC DOULL RD**

Cleaning of clinic 3 (3 consulting rooms, 1 toilet and shower, 1 kitchen, 1 pharmacy, 1 waiting room and outside clinic) 3 times a week.

##### **DAILY:**

1. Sweep floors of all consulting rooms, kitchen, waiting room, pharmacy and toilet and shower and outside of clinic.
2. Empty and clean all waste paper baskets
3. Clean telephones.
4. Dust desk and fittings, bookcases, cabinets, shelves and windowsills.
5. Clean and sanitize toilet.
6. Wash hand basins.
7. Dust Glass doors.

##### **MONTHLY:**

1. Scrub toilet floors.
2. The offices must be polished and finished with a non-slip plastic polish as directed.
3. Clean air conditioning louvers and grills.
4. Clean all venetian blinds where applicable.
5. Clean windows and glass door.

#### 4.3 **ELECTRICITY CLINIC HAVELOCK RD**

Cleaning of clinic (4 consulting rooms, passages, 1 waiting room, 1 toilet, 1 kitchen, verandah with staircase and outside clinic) 3 times a week.

##### **DAILY:**

1. Sweep floors of all consulting rooms, passages, waiting room, kitchen, verandah with staircase, outside the clinic and toilet.
2. Empty and clean all waste paper baskets
3. Clean telephones.
4. Dust desk and fittings, bookcases, cabinets, shelves and windowsills.
5. Clean and sanitize toilet.
6. Wash hand basins.
7. Dust doors.

##### **MONTHLY:**

1. Scrub toilet floors.
2. Clean walls and partitioning
3. The passages, toilet, verandah with staircase and wooden floors in consulting rooms must be polished and finished with a non-slip plastic polish as directed.
4. Clean air conditioning louvers and grills.
5. Clean all venetian blinds where applicable.
6. Clean windows and doors.

4.4 Contractor to supply all cleaning material and equipment.

#### 4.5 **ADHOC EMERGENCY WORK**

Cleaning will be required in the event of an emergency due to disasters.

#### 4.6 **STAFF COMPLEMENT**

Contractors are to submit together with their tender document the following details:

1. The number of staff members to be employed to clean the three buildings.
2. Type of uniforms to be used.
3. Details of all equipment and vehicles owned.
4. A cleaning schedule for cleaning the building and clinics in accordance with the specification.

## **5.0 PROJECT CHAMPION**

For technical related enquiries please contact Suben Pillay (Chief Coordinator Safety) 1 Jefferson Court, Symmons Street, Pietremaritzburg - Telephone No: 033 392 3502 / E-mail Address: [suben.pillay@msunduzi.gov.za](mailto:suben.pillay@msunduzi.gov.za)

## **6.0 PLACE OF DELIVERY**

**Cleaning Sites:** The Cleaning services are to be provided at Msunduzi Municipality's Occupational Health Clinics, 111 Havelock Road, Doull Road and Safety Offices, 1 Jefferson Court, Symmons Road.

## **7.0 CONTRACT PERIOD**

The contract period is three (3) years effective from date of award.

## **8.0 ESCALATION**

The prices shall remain firm for the first year of the contract period. Thereafter escalation in line with the BCCI shall be implemented on the anniversaries of the second and third years respectively.

## **9.0 INSURANCES REQUIRED**

The Service Provider shall provide the following insurances necessary to fully safeguard the Council and the Service provider against any claims, losses, damages, etc. during the execution of this contract.

Public Liability Insurance to the value of One million rand (R 1 000 000) for any single claim.

## **10.0 PENALTIES**

The Municipality reserves the right to impose penalties of one percent (1%) of the value of any Order if the service is not provided of that particular order is not delivered within 5 days by the Service Provider. This penalty shall not detract the right of the Municipality to cancel the contract agreement.

## **11.0. INSPECTION OF CONTRACTOR'S PREMESIS**

During the adjudication process an inspection of the contractor's premises will be carried out to confirm submissions made at tender stage in respect of equipment and resources. In the event that the inspection reveals that equipment and resources do not match the submissions made, the tender will be declared void.

## **12.0 ANY OTHER IMPORTANT INFORMATION**

Contractors are to submit together with their tender document the following details:-

1. The No. of staff members to be employed to clean one building and 2 Occupational Health Clinics.
2. Type of uniforms used, ID Cards.
3. Details of all equipment and vehicles owned. Proof of purchase may be required.
4. Once the tender has been awarded, a formal Service Level Agreement will be entered into the Municipality and successful tenderer by the Legal Division.

### **13.0. MATERIALS**

Conventional cleaning material to be used must comply with all SANS standard.

### **14.0 COMPLIANCE WITH ANY LEGISLATION, REGULATIONS, ETC**

All works to be undertaken under this contract shall be compliant in accordance and/or governed by the following Legislation and Regulations:

- (1) The Occupational Health and Safety (OHS) Act (Act No. 85 of 1993)
- (2) The Compensation for Occupational Injuries and Diseases (COID) Act (Act 130 of 1993)
- (3) The Labour Relations Act (Act No. 66 of 1995)
- (4) The Basic Conditions of Employment (BCE) Act (Act No. 3 of 1983)
- (5) The Income Tax Act (Act No. 58 of 1962)
- (6) The Value Added Tax (VAT) Act (Act No. 89 of 1991)
- (7) The Municipal Finance Management Act (MFMA) (Act No. 56 of 2003)
- (8) The Municipal Systems Act (Act No. 32 of 2000)
- (9) The Municipal Supply Chain Management Regulations, 2005
- (10) The Preferential Procurement Regulations, 2017
- (11) The Msunduzi Municipality's Supply Chain Management (SCM) Policy
- (12) COVID- 19 Regulations
- (13) Bargaining Council Contract Cleaning Services Industry regulations (BCCCI)

### **15.0 OCCUPATIONAL HEALTH AND SAFETY ACT**

The attached Annexure "B" hereto must be completed thereby indemnifying the Msunduzi Municipality of any claims which may arise in terms of the Occupational Health and Safety Act (Act 85 of 1993) as amended.

### **16.0 COUNCIL'S LIABILITY AND INDEMNITY**

- 16.1 The Service Provider hereby indemnifies the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.
- 16.2 The Council shall not be held liable to the Service Provider for any direct or indirect damages or losses and the Council shall be indemnified and held free against claims arising out of: -
  - 16.2.1 any negligent or innocent misrepresentations made by the Council, its employees or agents in respect of any data, information and statistics supplied to the Service Provider prior to or during the contract; provided that this condition shall not deprive the Contractor of any payments lawfully due to the Service Provider in terms of the contract, and,
  - 16.2.2 a change in a legislative provision applicable to the contract.

### **17.0 EVALUATION CRITERIA**

The tender shall be evaluated on a Two Stage Evaluation System, Stage One Functionality and Stage Two 80/20 Preference Point System in accordance with the Preferential Procurement Regulations, 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. (Refer Annexure "C")

## **STAGE ONE: FUNCTIONALITY**

Tenderers shall be scored against the following criteria: -

| <b>DESCRIPTION</b>   | <b>MAXIMUM POINTS</b> | <b>POINTS CLAIMED BY SUPPLIER</b> |
|--|-----------------------|-----------------------------------|
| <b>1. PREVIOUS EXPERIENCE IN CLEANING INDUSTRY</b>               |                       |                                   |
| 1.1 ONE TO FIVE YEARS EXPERIENCE                                 | 5                     |                                   |
| 1.2 SIX TO TEN YEARS EXPERIENCE                                  | 10                    |                                   |
| VERIFICATION DOCUMENTS IS REQUIRED I.E. SIGNED REFERENCES        |                       |                                   |
| <b>2. EXPERIENCE IN CLEANING CORPORATE BUILDINGS AND CLINICS</b> |                       |                                   |
| 2.1 ONE TO TWO YEARS EXPERIENCE                                  | 5                     |                                   |
| 2.2 THREE TO FIVE YEARS EXPERIENCE                               | 10                    |                                   |
| VERIFICATION DOCUMENTS IS REQUIRED I.E. SIGNED REFERENCES        |                       |                                   |
| <b>TOTAL</b>   | <b>20</b>             |                                   |

Only Tenderers scoring a minimum of 65 % or 13 points and above in terms of Stage One shall be considered for further evaluation.

Tenderers who achieve the threshold of 65% will be then be subjected to Stage Two.

## **STAGE TWO: PRICE AND PREFERENCE POINT SYSTEM** - Allocated as follows: -

|                                      |            |
|--------------------------------------|------------|
| Total Price                          | 80         |
| B-BBEE (Status Level of Contributor) | 20         |
| <b>Total Points</b>                  | <b>100</b> |

**THE MSUNDUZI MUNICIPALITY**

**SUPPLIES AND SERVICES CONTRACT No. 6 OF 2022 – SECTION 10**

**APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF GENERAL CLEANING SERVICES  
AT JEFFERSONS COURT AND OCCUPATIONAL CLINICS AT ELECTRICITY - HAVELOCK ROAD  
AND CITY ENGINEERS - DOULL ROAD**

**PRICE SCHEDULE**

\* NB: 'NONE VAT VENDORS' MUST INDICATE 'NVV' IN THE UNIT RATE (INCL. VAT) COLUMN.

| ITEM | DESCRIPTION  | UNIT              | UNIT RATE<br>(EXCL. VAT) | UNIT RATE<br>(INCL. VAT)<br>*NVV |
|------|--|-------------------|--------------------------|----------------------------------|
| 1    | <b>CLEANING OF JEFFERSON COURT</b><br>(67.97 square meters)                | Rate per<br>month | R                        | R                                |
| 2    | <b>CLEANING OF OH CLINIC,<br/>111 HAVELOCK ROAD</b><br>(311 square meters) | Rate per<br>month | R                        | R                                |
| 3    | <b>CLEANING OF OH CLINIC,<br/>DOULL ROAD</b><br>(195 square meters)        | Rate per<br>month | R                        | R                                |
| 4    | <b>PROVISION FOR EMERGENCY WORK</b>  | Rate per<br>month | R                        | R                                |

**SIGNED ON BEHALF OF THE SERVICE PROVIDER:**

Name of Service Provider .....

Name of Signatory: .....

Capacity of Signatory: .....

Signature ..... Date .....

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AND CITY ENGINEERS - DOULL ROAD**

**DATA SHEET 1: INVITATION TO BID DOCUMENT**

**PART A**

| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY</b>          |  |               |                  |               |       |
|---|--|---------------|------------------|---------------|-------|
| BID NUMBER:   | SS 6 OF 2022 – Sec. 10   | CLOSING DATE: | 10 NOVEMBER 2022 | CLOSING TIME: | 12H00 |
| DESCRIPTION   | APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF GENERAL CLEANING SERVICES AT JEFFERSONS COURT AND OCCUPATIONAL CLINICS AT ELECTRICITY - HAVELOCK ROAD AND CITY ENGINEERS - DOULL ROAD |               |                  |               |       |
| <b>THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM</b> |  |               |                  |               |       |

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX  
AT:

|   |   |  |   |   |  |
|---|---|--|---|---|--|
| FOYER, GROUND FLOOR   |   |  |   |   |  |
| CITY HALL   |   |  |   |   |  |
| 169 CHIEF ALBERT LUTHULI STREET (FORMERLY COMMERCIAL ROAD)  |   |  |   |   |  |
| PIETERMARITZBURG  |   |  |   |   |  |
| 3201  |   |  |   |   |  |
| <b>SUPPLIER INFORMATION</b>   |   |  |   |   |  |
| NAME OF TENDERER  |   |  |   |   |  |
| POSTAL ADDRESS  |   |  |   |   |  |
| STREET ADDRESS  |   |  |   |   |  |
| TELEPHONE NUMBER  | CODE  |  | NUMBER                                    |   |  |
| CELLPHONE NUMBER  |   |  |   |   |  |
| FACSIMILE NUMBER  | CODE  |  | NUMBER                                    |   |  |
| E-MAIL ADDRESS  |   |  |   |   |  |
| VAT REGISTRATION NUMBER   |   |  |   |   |  |
| TAX COMPLIANCE STATUS   | TCS PIN:  |  | <b>OR</b>                                 | CSD No:   |  |
| B-BBEE STATUS LEVEL<br>VERIFICATION CERTIFICATE<br>[TICK APPLICABLE BOX]  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  | B-BBEE STATUS<br>LEVEL SWORN<br>AFFIDAVIT | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED<br/>IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |   |  |   |   |  |

|   |  |  |  |
|---|--|--|--|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?       | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |
| TOTAL NUMBER OF ITEMS OFFERED   |  | TOTAL BID PRICE  | R  |
| SIGNATURE OF TENDERER   | .....  | DATE   |  |
| CAPACITY UNDER WHICH THIS BID IS SIGNED   |  |  |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>  |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                               |  |
| DEPARTMENT  | SCM UNIT   | CONTACT PERSON   | SUBEN PILLAY   |
| CONTACT PERSON  | ASOGAN PILLAY  | TELEPHONE NUMBER   | 033 – 392 3502   |
| TELEPHONE NUMBER  | 033 – 392 2856   | CELLULAR NUMBER  |  |
| FACSIMILE NUMBER  |  | E-MAIL ADDRESS   | SEE BELOW  |
| E-MAIL ADDRESS  | <a href="mailto:asogan.pillay@msunduzi.gov.za">asogan.pillay@msunduzi.gov.za</a>   | <a href="mailto:suben.pillay@msunduzi.gov.za">suben.pillay@msunduzi.gov.za</a> |  |

## PART B

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF TENDERER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**THE MSUNDUZI MUNICIPALITY**

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AND CITY ENGINEERS - DOULL ROAD**

**DATA SHEET 2: STATEMENT OF PREVIOUS EXPERIENCE**

The nomination of works, preferably of a similar nature to the works in this contract and which the Tenderer has successfully completed, is invited for adjudication purposes.

Tenderers are hereby required to complete the schedule below in its entirety.

Alternatively, Tenderers without experience may submit statements from a person or persons or organisation as to their abilities and standing in support of their tender, for adjudication purposes.

Failure to comply with either of these requirements shall lead to disqualification.

| <b>Name of Company</b> | <b>Contact Person</b> | <b>Contact No.</b> | <b>Nature of Works</b> | <b>Value of Works and Duration</b> |
|------------------------|-----------------------|--------------------|------------------------|------------------------------------|
|                        |                       |                    |                        |                                    |
|                        |                       |                    |                        |                                    |
|                        |                       |                    |                        |                                    |
|                        |                       |                    |                        |                                    |
|                        |                       |                    |                        |                                    |
|                        |                       |                    |                        |                                    |
|                        |                       |                    |                        |                                    |
|                        |                       |                    |                        |                                    |
|                        |                       |                    |                        |                                    |

Signature ..... Date .....



**THE MSUNDUZI MUNICIPALITY**

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**DATA SHEET 4: DECLARATION OF MUNICIPAL FEES**

I/We do hereby declare that the Municipal Fees of \_\_\_\_\_  
Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the  
Municipality to pay the said Fees: -

| <b><u>Description</u></b> | <b><u>Account No.</u></b> |
|---------------------------|---------------------------|
| Electricity               | _____                     |
| Water                     | _____                     |
| Rates                     | _____                     |

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may take such remedial action as it required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of :- .....

Physical Address.....

.....

Signature.....Date.....

**THE MSUNDUZI MUNICIPALITY**

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AND CITY ENGINEERS - DOULL ROAD**

**DATA SHEET 5: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. 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 or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>)

.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or

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

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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.....

.....

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**

3.10.1 If yes, furnish particulars.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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.....

.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES/ NO**

3.12.1 If yes, furnish particulars.....

3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.....

3.14 Do you or any of the directors, trustees, managers, principle 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:.....

.....

4. Full details of Directors / Trustees / Members / Shareholders.

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

**CERTIFICATION**

I, the undersigned (Name) .....

Certify that the information furnished on this Declaration Form is correct. I accept that the state may act against me should this Declaration prove to be false.

Signature.....Date.....

**THE MSUNDUZI MUNICIPALITY**

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AND CITY ENGINEERS - DOULL ROAD**

**DATA SHEET 6: 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?<br><br>(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).<br><br><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:   |                                 |                                |
| 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)?<br><br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |

|       |  |                                 |                                |
|-------|--|---------------------------------|--------------------------------|
| 4.2.1 | If so, furnish particulars:  |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:  |                                 |                                |
| 4.4   | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:  |                                 |                                |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars:  |                                 |                                |

**CERTIFICATION**

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

.....

Certify That The Information Furnished On This Declaration Form Is Correct. I Accept That The State May Act Against Me Should This Declaration Prove To Be False.

Signature.....Date.....

**THE MSUNDUZI MUNICIPALITY**

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**DATA SHEET 7: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(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: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not

affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Date

.....  
Position

.....  
Name of Bidder

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**DATA SHEET 8: AUTHORITY TO SIGN DOCUMENT**

I/We\*, the undersigned, am/are\* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors\*, of which a certified copy is attached, or .....

Full Name of Signatory: .....

Capacity of Signatory: .....

Signature: .....

Date: .....

**Witnesses:-**

(1) Full Name: .....

Signature: .....Date.....

(2) Full Name: .....

Signature: .....Date.....

\* ***Delete whichever is inapplicable or complete as indicated if none are applicable.***

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**DATA SHEET 9: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION  
(ALL APPLICABLE TAXES INCLUDED)**

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

1.0 Are you by law required to prepare annual financial statements for auditing? **\*YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **\*YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....  
.....

**\* Delete if not applicable**

3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **\*YES / NO**

3.1 If yes, furnish particulars.

.....  
.....

4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality/municipal entity is expected to be transferred out of the Republic? **\*YES / NO**

4.1 4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)** .....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**THE MSUNDUZI MUNICIPALITY**

**SUPPLIES AND SERVICES CONTRACT No. 6 OF 2022 – SECTION 10**

**APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF GENERAL CLEANING SERVICES  
AT JEFFERSONS COURT AND OCCUPATIONAL CLINICS AT ELECTRICITY - HAVELOCK ROAD  
AND CITY ENGINEERS - DOULL ROAD**

**DATA SHEET 10: TENDER BRIEFING MEETING CERTIFICATE**

As required in terms of this document, I/we attended the compulsory Tender Briefing Meeting on the date specified below.

I/We carefully examined the contract document, and have made myself/ourselves fully conversant with all the circumstances likely to influence this contract.

I/We further certify that I am/we are satisfied with the description of the Works and the explanation given by or on behalf of the Engineer at the Tender Briefing Meeting, and that I/we understand perfectly the work to be done, as specified and implied, in the execution of the contract.

**NAME OF SERVICE PROVIDER** : \_\_\_\_\_

**ADDRESS** : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NAME OF SIGNATORY** : \_\_\_\_\_

**SIGNATURE** : \_\_\_\_\_

**TENDER BRIEFING MEETING CERTIFICATE**

This certifies that \_\_\_\_\_ (Name)

Representing \_\_\_\_\_ (Firm)

Attended the Tender Briefing Meeting for this contract on  
\_\_\_\_\_ (Date)

SIGNED: \_\_\_\_\_  
*for Engineer*

**THE MSUNDUZI MUNICIPALITY**

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AND CITY ENGINEERS - DOULL ROAD**

**TENDER FORM**

The City Manager  
City Hall  
PIETERMARITZBURG  
3201

Dear Sir

Having examined the Specifications, Conditions of Contract, Tender and Legislation of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Specifications, Conditions of Contract, Tender and Legislation, save as amended by the modifications set out in Annexure 'A' attached hereto, for the rates as set out in the price schedule for a three (3) year period commencing from date of award.

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/we agree to their being corrected, the rates being taken as correct.

I / We are registered VAT vendors and the amounts indicated on the Price Schedule –

(Tick applicable box)      

|              |  |              |  |
|--------------|--|--------------|--|
| INCLUDES VAT |  | EXCLUDES VAT |  |
|--------------|--|--------------|--|

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated.

I/We confirm that I am/We are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation Section of this document.

I/We are formally associated by written agreement with the following firms, corporations or companies: -

\_\_\_\_\_ (enter Nil if no affiliations)

I/We are fully paid up members in good standing of the following organisation(s): -

\_\_\_\_\_ (enter Nil if no affiliations)

My/Our VAT vendor registration number is: - \_\_\_\_\_

My/Our tender fee receipt number as issued by the Council is: \_\_\_\_\_

I/We bank at the branch of \_\_\_\_\_

where I/we have a \_\_\_\_\_ account.

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for four (4) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the lowest or any tender and acknowledge that the Head: Supply Chain Management may, if in her absolute discretion good and sufficient grounds are brought to her attention in writing within five (5) working days from the date hereof, decline to consider my/our offer.

I/we the Undersigned, Warrants That I Am/ We Are Duly Authorised to Do So on Behalf of the Enterprise, Certifies That the Enterprise Complies with All Statutory and Municipal Requirements and That the Information Supplied in Terms of this Documents with Additional Information is Correct and Accurate and Acknowledges That if the information supplied is found to be incorrect then the Msunduzi Municipality in addition to any remedies, it may have: may

- i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
- ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
- iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of: - .....

Physical Address.....

.....

SIGNATURE.....DATE.....

THE MSUNDUZI MUNICIPALITY

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AND CITY ENGINEERS - DOULL ROAD

ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the Standard Conditions of Contract or Specification, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or, alternatively, state them in a covering letter attached to his/her tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

If no departures or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

| PAGE | SECTION OR ITEM | PROPOSED DEPARTURE/MODIFICATION |
|------|-----------------|---------------------------------|
|      |                 |                                 |

Signature ..... Date .....

**HE MSUNDUZI MUNICIPALITY**

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AND CITY ENGINEERS - DOULL ROAD**

**OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)**

**SECTION 37(1)**

*Whenever an employee does or omits to do any act which would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, it is proved that –*

- (a) in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;*
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and*
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,*

*the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.*

**SECTION 37(2)**

*The provisions of subsection (1) shall “mutatis mutandi” apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.*

**ACCEPTANCE BY MANDATORY**

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993,

I, \_\_\_\_\_

(Name of PRINCIPAL CONTRACTOR / Representative) acting for and on behalf of

\_\_\_\_\_

(Name of PRINCIPAL CONTRACTOR / Company) undertake to ensure that the requirements and provisions of the Health and Safety Specifications issued by the client at the following site:

\_\_\_\_\_

(Name of Site) are complied with in the following manner:

- To produce, review, monitor and enforce a Health and Safety Plan which has been approved by the Client, an Agent for the Client or a Principal Contractor;
- To include a risk assessment in the Health and Safety Plan which identifies all hazards pertaining to the project;
- To ensure that all relevant documentation required by the Occupational Health and Safety Act and Regulations, including the Construction Regulations, the Compensation for Occupational Injuries and Diseases Act as well as any other statutory laws as amended from time to time is available on site in the health and safety file;
- Enforce precautionary measures stipulated in the risk assessments.

The person signing this agreement confirms that he/she has the authority to so sign and to bind his/her employer, the said Contractor.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(on behalf of PRINCIPAL CONTRACTOR)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(CLIENT- Msunduzi Municipality)

Print Name: \_\_\_\_\_

(Name of CLIENT Representative)

THE MSUNDUZI MUNICIPALITY

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**ROAD AND CITY ENGINEERS - DOULL ROAD**

**MBD 6.1 FORM**

**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 to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference Point System shall be applicable.

1.3 Points for this bid shall be awarded for:

Price; and B-BBEE Status Level of Contributor.

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

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

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

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

**2. DEFINITIONS**

(a) "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“Prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“Proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“Rand Value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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

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

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

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: ..... = .....  
*(Maximum of 10 or 20 points)*

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

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

.....

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

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

**(Tick applicable box)**

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

| <b>Designated Group: An EME or QSE which is at last 51% owned by:</b> | <b>EME</b> | <b>QSE</b> |
|---|------------|------------|
|   | √          | √          |
| Black people  |            |            |
| Black people who are youth  |            |            |
| Black people who are women  |            |            |
| Black people with disabilities  |            |            |
| Black people living in rural or underdeveloped areas or townships     |            |            |
| Co-operative owned by black people                                    |            |            |
| Black people who are military veterans                                |            |            |
| <b>OR</b>   |            |            |
| Any EME   |            |            |
| Any QSE   |            |            |

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

8.1 Name of company/firm: .....

.....

8.2 VAT registration number: .....

8.3 Company registration number: .....

**8.4 TYPE OF COMPANY/ FIRM**

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

**[TICK APPLICABLE BOX]**

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

***[TICK APPLICABLE BOX]***

**8.7 MUNICIPAL INFORMATION**

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number: .....

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

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

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

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

**WITNESSES:**

1. ....

2. ....

.....  
**SIGNATURE(S) OF BIDDER(S)**

**DATE:** .....

**ADDRESS:** .....

.....

.....

## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

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:

|                            |  |
|----------------------------|--|
| <b>Enterprise Name</b>     |  |
| <b>Trading Name</b>        |  |
| <b>Registration Number</b> |  |
| <b>Enterprise Address</b>  |  |

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_% black owned;
- The enterprise is \_\_\_\_\_% black woman owned;
- Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

|                           |   |  |
|---------------------------|---|--|
| 100% black owned          | <b>Level One</b> (135% B-BBEE procurement recognition)  |  |
| More than 51% black owned | <b>Level Two</b> (125% B-BBEE procurement recognition)  |  |
| Less than 51% black owned | <b>Level Four</b> (100% B-BBEE procurement recognition) |  |

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. 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.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Oaths Signature & stamp**

THE MSUNDUZI MUNICIPALITY

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**B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

Please attach hereto a 'certified' copy of the B-BBEE Status Level Verification Certificate as required in terms of Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

**THE MSUNDUZI MUNICIPALITY**

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AND CITY ENGINEERS - DOULL ROAD**

**TAX CLEARANCE CERTIFICATE**

Please attach hereto a 'Copy' of a Valid Tax Clearance Certificate (or Tax Compliance Status Verification Pin issued by SARS) as required in terms of Regulation 16 of the Preferential Procurement Regulations, 2001.

THE MSUNDUZI MUNICIPALITY

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CIPC REGISTRATION CERTIFICATE

Please attach hereto proof of registration with the Companies and Intellectual Property Commission (CIPC)

THE MSUNDUZI MUNICIPALITY

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CSD REGISTRATION REPORT

Please attach hereto proof of registration with the Central Supplier Database (CSD)

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AND CITY ENGINEERS - DOULL ROAD**

**SUBMISSION OF TENDER**

**A completed Tender document together with a scanned copy  
either on a Compact Disc (CD)  
OR  
USB-Flash Drive ‘must’ be submitted in its entirety.**

**PLEASE ATTACH HERETO**

**‘SEALED ENVELOPE’**

**COMPACT DISC OR USB – FLASH DRIVE**

**SIGNED ON BEHALF OF THE SERVICE PROVIDER:**

Name of Service Provider .....

Name of Signatory: .....

Capacity of Signatory: .....

Signature ..... Date .....

**All literature and attachments submitted must be securely attached  
to the tender. The Council shall not be held liable for any loss or damages sustained due  
to the Tenderer’s failure to comply with this condition.**