

# **EXPRESSION OF INTEREST**

## **PROCUREMENT DOCUMENT: TEMPLATE**

### **DISCLAIMER**

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The final procurement document that is produced should be carefully checked to ensure compliance with Council Policy, Legislation, the Conditions of Tender, the Conditions of Contract, and the specific Contract Specifications.

### **INSTRUCTIONS**

**\*\*\*\* DO NOT USE A FILE THAT HAS BEEN USED ON ANOTHER CONTRACT \*\*\*\***

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Guidance on the use of this template is provided in the COMMENTS pane. Turn the comments OFF before final printing.

**BLACK** text: default text (can be edited / deleted if required)

**GREEN** text: optional text (select as is necessary)

**RED** text: needs to be carefully edited by the compiler

**BLUE** text: hyper-links

**PURPLE** text: data input controls

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Data is entered semi-automatically into the document from the data tables.  
'Ctrl+A' then 'F9' OR 'Print Preview' is also used to insert/update data.

Users can 'jump' between relevant sections in the document using the hyper-links.

An editable (WORD), version of this document must be made available at the BSC meeting.

| Data Item | Edit data within (grey) brackets (see 2) above} |
|-----------|---|
|-----------|---|

### **Contract Details**

|                 |   |
|-----------------|---|
| Contract Number | 1S - 12789  |
| Contract Title  | INVITATION OF COOPERATIVE OPERATING WITHIN THE ETHEKWINI MUNICIPAL BOUNDRIES TO PROVIDE GRASS CUTTING AND BUSH CLEARING, OFFICE CLEANING, STREAMS MAINTENANCE AND GARDENING SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS |
| Date of Issue   | December 2023   |

### **Unit & Department Details**

|                  |  |
|------------------|--|
| Unit Name        | SUPPLY CHAIN MANAGEMENT UNIT   |
| Unit Head's Name | S. Mbongwe   |
| Unit Address     | MUNICIPAL BUILDING<br>166 K.E. MASINGA ROAD (formerly OLD FORT ROAD)<br>DURBAN<br>4001 |
| Department Name  | CORPORATE PROCUREMENT  |

### **Tender Details**

|                        |   |
|------------------------|---|
| Employer (1.1.1.15)    | eThekwini Municipality  |
| Collection Address     | Documents are available on the website and etenders only  |
| Office Hours           | 08:00 to 12:30 and 13:15 to 15:15   |
| Agent's Name           | Ntuthuko Dladla / Zama Myeza  |
| Agent's Tel            | 031 311 7417 / 031 322 7192   |
| Agent's Email          | <a href="mailto:Ntuthuko.dladla@durban.gov.za">Ntuthuko.dladla@durban.gov.za</a> / <a href="mailto:zama.myeza@durban.gov.za">zama.myeza@durban.gov.za</a> |
| Site Inspection Type   | There will be no clarification meeting  |
| Tender Delivery Place  | City Engineers Building, 166 K.E. Masinga Road<br>(formerly Old Fort Road ) DURBAN<br>4001  |
| Tender Delivery Date   | on or before Friday, 09 February 2024 (Friday)  |
| Tender Delivery Time   | at or before 11:00  |
| Box                    | and placed in the tender box located in the ground floor foyer, 166 Archie Gumede Place, City Engineers Building  |
| Tender Validity Period | 12 Months   |
| Tender Opening         | in the SCM Boardroom, 6 <sup>th</sup> Floor, Municipal Building, 166 KE Masinga Road (formerly Old Fort Road )  |



CLUSTER

FINANCE

UNIT

SUPPLY CHAIN MANAGEMENT UNIT / BUSINESS SUPPORT UNIT

DEPARTMENT

SUPPLY CHAIN OPERATIONS / BUSINESS SUPPORT AND  
MARKETS UNIT

**PROCUREMENT DOCUMENT**

**CALL FOR EXPRESSION OF INTEREST**

**CONTRACT No: 1**

**TITLE: INVITATION OF COOPERATIVE OPERATING WITHIN THE ETHEKWINI  
MUNICIPAL BOUNDRIES TO PROVIDE GRASS CUTTING AND BUSH  
CLEARING, OFFICE CLEANING, STREAMS MAINTENANCE AND  
GARDENING SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Issued by: SUPPLY CHAIN MANAGEMENT UNIT

Date of Issue: December 2023

Document Version : 01/04/2021

NAME OF COOPERATIVE :

.....

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## **PART E1 : SUBMISSION PROCEDURES**

### **E1.1 : NOTICE AND INVITATION TO SUBMIT AN EXPRESSION OF INTEREST**

eThekwini Municipality (SUPPLY CHAIN MANAGEMENT UNIT : CORPORATE PROCUREMENT) invites expressions of interest for **Cooperatives operating within ethekwinini municipal boundaries to provide grass cutting and bush clearing, office cleaning, streams maintenance, and gardening services for a period of thirty-six (36) months.**

Only respondents who comply with the following are eligible to have their submissions evaluated.

Submissions must be made on official Expression Of Interest (EOI) documentation issued in electronic format by the eThekwini Municipality. Electronically downloaded documentation (see Cl. H.1.2) should be printed in its entirety, and suitably bound by the tenderer.

Collection of EOI documents is:

Documents are issued by the eThekwini Municipality electronic format. Electronically downloaded documentation is obtainable from:

- the National Treasury's eTenders website
  - ( <https://www.etenders.gov.za/> ), or
- the eThekwini Municipality's website
  - ( <https://www.durban.gov.za/pages/business/procurement> ).

The entire document should be printed on A4 paper (one sided), and suitably bound by the tenderer

(H.1.4) Queries relating to these documents, up to 5 days prior to the close of the EOI, may be addressed to the Employer's agent whose contact details are:

Ntuthuko Dladla / Zama Myeza  
031 311 / 031 322 7192  
[Ntuthuko.dladla@durban.gov.za](mailto:Ntuthuko.dladla@durban.gov.za) /  
[zama.myeza@durban.gov.za](mailto:zama.myeza@durban.gov.za)

(H.2.5) There will be **no clarification meeting** and site inspection with representative(s) of the Employer:

There will be no clarification meeting

(H.2.7) EOI shall be delivered to:

City Engineers Building, 166 K.E. Masinga Road  
(formerly Old Fort Road )  
**and placed in the tender box located in the ground floor foyer**

(H.2.9) EOI shall be delivered:

on or before Friday, 09 February 2024  
at or before 11:00

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data

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## **PART E1 : SUBMISSION PROCEDURES**

### **E1.2: SUBMISSION DATA**

#### **E1.2.1 STANDARD CONDITIONS FOR THE CALLING FOR EXPRESSIONS OF INTEREST (EOI)**

All submissions must be submitted on official tender documentation issued (in electronic format) by the eThekweni Municipality from:

- the National Treasury's eTenders website ( <https://www.etenders.gov.za/> ), or
- the eThekweni Municipality's website (<https://www.durban.gov.za/pages/business/procurement> ).

Electronically downloaded documentation should be printed by the tenderer.

#### **E1.2.2 SUBMISSION DATA**

All submissions must be delivered timeously to the correct address as stated in the clause H.1.7. If the EOI is late, it will not be accepted for consideration.

The Municipality will consider an EOI submitted in response to this request for interest to be an offer from your company to perform the services on the basis of the EOI. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any service arrangement entered into between the Municipality and your cooperative.

The Municipality will not be responsible for any costs associated with preparing and submitting an EOI.

The eThekweni Municipality (the Municipality) does not bind itself to accept the lowest or any tender. The Municipality reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

**NB: NO EXPRESSION OF INTEREST WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

**(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).**

**H.1.1 The employer :** The Employer is the eThekweni Municipality as represented by the Deputy Head : [CORPORATE PROCUREMENT DEPARTMENT](#).

**H.1.2 Tender documents**

1) The documents associated with the calling for expressions of interest issued by the employer comprise:

**E1 SUBMISSION PROCEDURES**

E1.1 Notice and invitation to submit an expression of interest

E1.2 Submission Data

**E2 RETURNABLE DOCUMENTS**

E2.1 List of Returnable Documents

E2.2 Submission Schedules

**E3 INDICATIVE SCOPE OF WORK**

E3.1 Indicative scope of work

2) In addition respondents are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in the this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.

- The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014.
- The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Regulations (2022).

Submissions must be submitted on official submission documentation issued in hard copy by the eThekweni Municipality:

- Electronically downloaded documentation is obtainable from the National Treasury's **eTenders** website or the eThekweni Municipality's Website. The entire document should be printed and suitably bound by the tenderer.

**H.1.4 The employer's agent :** The Employer's agent is: [Ntuthuko Dladla](#), Tel: 031 311 7417 / , Email: [Ntuthuko.dladla@durban.gov.za](mailto:Ntuthuko.dladla@durban.gov.za); [Zama Myeza](#) 031 322 7192 / [zama.myeza@durban.gov.za](mailto:zama.myeza@durban.gov.za)

**H.2.1 Eligibility :** A Respondent will not be eligible to make a submission if:

- (a) The Respondent does not comply with the legal requirements stated in the Employer's current SCM Policy;
- (b) The Respondent cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (c) Respondents are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Respondents not so registered, at time of closing of submissions, will not be eligible to submit tenders.

**H.2.5 Clarification meeting :** There will be no clarification meeting.

**H.2.7 Making a submission :** The Employer's address for delivery of submissions is contained in the Notice and invitation to submit an expression of interest.

Identification details to be shown on each submission package are:

Contract No. : 1

Contract Title : **Cooperatives operating within ethekwinini municipal boundaries to provide grass cutting and bush clearing, office cleaning, streams maintenance, and gardening services for a period of thirty-six (36) months.**

**H.2.9 Closing time :** The closing date and time for submissions is: **on or before Friday, 09 February 2024 at or before 11:00 .**

Telephonic, telegraphic, telex, facsimile or e-mailed submissions will not be accepted.

**H.3.9 Evaluation of responsive submissions**

- Proof of address – All cooperatives must be from eThekwinini Municipal Areas. They must submit their proof of address in a form of Municipality utility bills or letter from the Ward Councillor.
- Cooperatives must be registered on **National Treasury's Centralised Supplier Database** [www.csd.gov.za](http://www.csd.gov.za) and be linked to **eThekwinini Suppliers Portal** and must be fully compliant at the time of evaluation.
- This Expression of Interest (EOI) is strictly reserved for Co-Operatives that are validly registered with Companies and Intellectual Properties Commission (CIPC). Expression of Interest received from any organisation or business formation which is registered as a Close Corporations (CC); Private Companies PTY (LTD); Non Profit Organisation, Non Governmental Organisation or any business formation which is not registered as a Co-Operative with the Registrar of Companies (CIPC) shall not be considered for acceptance, evaluation and award of the EOI.
- Cooperatives must submit a certificate of registration from the Companies and Intellectual Properties Commission (CIPC) at the time of closing this EOI.



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**THE ADDITIONAL CONDITIONS OF SUBMISSION ARE:**

**H.2.4 Acknowledge addenda**

Add the following paragraphs to the clause:

“Acknowledgement of receipt will be by the return of the relevant completed and signed portion of the addenda, to the address / fax number / email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive.”

**H.3.11 Prohibition on awards to persons in the service of the state :** Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity 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 a 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 a municipal entity.

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

**H.3.12 Appeals**

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the Municipality, may lodge an appeal within 14 days of the decision or action, in writing to the Municipality. All appeals (clearly setting out the reasons for the appeal) and queries with regard to the decision of award are to be directed to:

The City Manager

Attention Ms S. Pillay

eMail: [Simone.Pillay@durban.gov.za](mailto:Simone.Pillay@durban.gov.za)

P O Box 1394

DURBAN

4000

**H.3.13 Tender Validity and Withdrawal of Expression of Interest**

Expression of interest **validity must hold good for 12 months** following the date on which the EOI is opened.

Co-Operatives must provide an email address that will be used for the extension of validity.

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Co-Operative email address

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## **PART E2 : RETURNABLE DOCUMENTS**

### **E2.1 : LIST OF RETURNABLE DOCUMENTS**

#### **E2.1.1 General**

The submission document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The respondant is required to complete each and every Schedule and Form listed below to the best of his / her ability as the evaluation of submissions will be based on the information provided by the respondant. Failure to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the submission is not responsive

#### **E2.1.2 Returnable Schedules, Forms and Certificates**

Certificate of Attendance at Clarification Meeting

Certificate of Authority

Declaration of Municipal Fees

Record of Addenda to Tender Documents

##### **CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS**

MBD 2 : Tax Clearance Certificate Requirements

MBD 4 : Declaration of Interest

MBD 5 : Declaration For Procurement Above R10 Million

MBD 6.1 : Preference Points

MBD6.2 : Declaration Certificate for Local Production and Content for Designated Sectors

MBD 8 : Declaration of Bidder's Past SCM Practices

MBD 9 : Certificate of Independent Bid Determination

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**CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION**

This is to certify that:

(tenderer name) .....

of (address) .....

.....

was represented by the person(s) named below at the Clarification Meeting held for all tenderers, the details of which are stated in the Tender Data (F.2.7).

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

**Particulars of person(s) attending the meeting:**

Name : .....

Name : .....

Signature : .....

Signature : .....

Capacity : .....

Capacity : .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent's Representative, namely :**

Name : .....

Signature : .....

Date : .....

## **CERTIFICATE OF AUTHORITY**

Indicate the status of the tenderer by ticking the appropriate box hereunder.

|  |  |                          |  |                    |  |                      |  |                        |  |
|--|--|--------------------------|--|--------------------|--|----------------------|--|------------------------|--|
| <b>COMPANY</b>                           |  | <b>CLOSE CORPORATION</b> |  | <b>PARTNERSHIP</b> |  | <b>JOINT VENTURE</b> |  | <b>SOLE PROPRIETOR</b> |  |
| Refer to Notes at the bottom of the page |  |                          |  |                    |  |                      |  |                        |  |

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....  
..

hereby authorise Mr/Mrs/Ms

.....

acting in the capacity of

.....

to sign all documents in connection with the tender for **Contract No. 1** and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

## **Notes**

The following documents must be attached to the back inside cover to this procurement document:

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

## **DECLARATION OF MUNICIPAL FEES**

I, the undersigned, do hereby declare that the Municipal fees of

.....  
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)  
(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

| <u>Account</u>           | <u>Account Number</u> : to be completed by tenderer.   |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Consolidated Account No. | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| Electricity              | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| JSB Levies               | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|                          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekwinini municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

### **RECORD OF ADDENDA TO TENDER DOCUMENTS**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

| <b>ADD.No</b> | <b>DATE</b> | <b>TITLE OR DETAILS</b> |
|---------------|-------------|-------------------------|
| 1             |             |                         |
| 2             |             |                         |
| 3             |             |                         |
| 4             |             |                         |
| 5             |             |                         |
| 6             |             |                         |
| 7             |             |                         |
| 8             |             |                         |
| 9             |             |                         |
| 10            |             |                         |

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

## **CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS**

**The following SECTIONS are required to be completed as part of this procurement document**

| <b><u>Section</u></b> | <b><u>Description</u></b>  | <b><u>Required?</u></b> |
|-----------------------|--|-------------------------|
| <b>A</b>              | General Enterprise Information .....   | <b>Yes</b>              |
| <b>B</b>              | MBD2 (Revised) : Tax Clearance Certificate Requirements .....                                  | <b>Yes</b>              |
| <b>C</b>              | MBD4 : Declaration of Interest.....  | <b>Yes</b>              |
| <b>D</b>              | MBD5 : Declaration For Procurement Above R10 Million.....                                      | <b>Yes</b>              |
| <b>E</b>              | MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations .....                   | <b>Yes</b>              |
| <b>F</b>              | MBD6.2 : Declaration Certificate for Local Production and Content for Designated Sectors ..... | <b>Yes</b>              |
| <b>G</b>              | MBD8 : Declaration of Bidder's Past SCM Practices.....   | <b>Yes</b>              |
| <b>H</b>              | MBD9 : Certificate of Independent Bid Determination.....                                       | <b>Yes</b>              |
| <b>I</b>              | Confirmations, Authorities, Certifications, Acknowledgements and Signatures .....              | <b>Yes</b>              |

### **NOTES**

- MBD4. MSCM Regulations: “**in the service of the state**” means to be:
- a member of –
    - any municipal council;
    - any provincial legislature; or
    - the national Assembly or the national Council of provinces;
  - a member of the board of directors of any municipal enterprise;
  - an official of any municipality or municipal enterprise;
  - an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
  - a member of the accounting authority of any national or provincial public enterprise; or
  - an employee of Parliament or a provincial legislature.
- “**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.
- MBD9. 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.

| Ref | Description | Complete or Circle Applicable |
|-----|-------------|-------------------------------|
|-----|-------------|-------------------------------|

## SECTION A : GENERAL ENTERPRISE INFORMATION

1.0 Full Name of bidder or his or her representative

1.1 ID Number of bidder or his or her representative

1.2 Position occupied in the enterprise

2.0 Name of enterprise:

2.1 Tax Reference number, if any:

2.2 VAT registration number, if any:

2.3 CIDB registration number, if any:

2.4 Company registration number, if applicable:

2.5 Close corporation number, if applicable:

2.6 Municipal Supplier reference number (PR), if any:

2.7 South African Revenue Service Tax Compliance Status PIN :

2.8 National Treasury Central Supplier Database registration number

3.0 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

| Full Name                         | Identity No. | State Employee No. | Personal income tax No. * |
|-----------------------------------|--------------|--------------------|---------------------------|
|                                   |              |                    |                           |
|                                   |              |                    |                           |
|                                   |              |                    |                           |
|                                   |              |                    |                           |
|                                   |              |                    |                           |
| Use additional pages if necessary |              |                    |                           |



| Ref | Description | Complete or Circle Applicable |
|-----|-------------|-------------------------------|
|-----|-------------|-------------------------------|

## SECTION B : MBD 2 : TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1.0 In order to meet this requirement bidders are required to complete the TCC 001 : "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.0 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3.0 The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4.0 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5.0 Copies of the TCC 001 : "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6.0 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 7.0 Notwithstanding Clauses 1.0 to 6.0 above: Since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This number, if available, is to be entered in Item 2.7 of Section A of these consolidated Municipal Bidding Documents.  
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

**Attach a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Service, to the inside back cover of this procurement document**

## SECTION C : MBD 4 : DECLARATION OF INTEREST

**No bid will be accepted from persons "in the service of the state".** Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer 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 and/or take an oath declaring his/her interest. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

|     |  |     |    |
|-----|--|-----|----|
| 1.0 | Are you presently in the service of the state?   | YES | NO |
|     | If yes, furnish particulars : .....  |     |    |
| 2.0 | Have you been in the service of the state for the past twelve months?  | YES | NO |
|     | If yes, furnish particulars : .....  |     |    |
| 3.0 | 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 |
|     | If yes, furnish particulars : .....  |     |    |
| 4.0 | 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 |
|     | If yes, furnish particulars : .....  |     |    |
| 5.0 | Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?  | YES | NO |
|     | If yes, furnish particulars : .....  |     |    |
| 6.0 | Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?  | YES | NO |
|     | If yes, furnish particulars : .....  |     |    |
| 7.0 | 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 |
|     | If yes, furnish particulars : .....  |     |    |
| 8.0 | The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers are indicated in <b>SECTION A of these Consolidated Municipal Bidding documents</b> . |     |    |

| Ref | Description | Complete or Circle Applicable |
|-----|-------------|-------------------------------|
|-----|-------------|-------------------------------|

#### **SECTION D : MBD 5 : 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?<br>If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years.   | YES | NO |
| 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?<br>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.<br>If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document). | YES | NO |
| 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?<br>If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).  | YES | NO |
| 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?<br>If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).   | YES | NO |

#### **SECTION E : MBD 6.1 : PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS**

Preference points for this tender shall be awarded as per the Tender Data and the Preferential Procurement Regulations (2017).

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

The Employer reserves the right to require of a tenderer, 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 Employer.

|     |  |        |
|-----|--|--------|
| 1.0 | B-BBEE Status Level of Contribution claimed:               |        |
|     | Will any portion of the contract be sub-contracted?        | YES NO |
|     | If YES, indicate:  |        |
|     | (i) what percentage of the contract will be subcontracted? |        |
|     | (ii) the name of the sub-contractor?                       |        |
|     | Name : .....   |        |
|     | (iii) the B-BBEE status level of the sub-contractor?       |        |
| 2.0 | (iv) whether the sub-contractor is an EME?                 | YES NO |

The undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 1.0 above qualifies the company / firm for preference points and acknowledges that the remedies as per Clause 13 of the Preferential Procurement Regulations (2017) shall apply.

**Attach a B-BBEE Verification Certificate to the inside back cover of this procurement document**

#### **SECTION F : MBD 6.2 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

- 1.0 General Conditions
- 1.1 Preferential Procurement Regulations, 2017 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2 Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

| Ref                                     | Description  | Complete or Circle Applicable                                   |                              |       |         |       |         |       |         |  |
|---|--|---|------------------------------|-------|---------|-------|---------|-------|---------|--|
| 1.5                                     | <p>The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:</p> $LC = [1 - x / y] * 100$ <p>Where : x is the imported content in Rand<br/>y is the bid price in Rand excluding value added tax (VAT).</p> <p>Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.</p> <p>The SABS approved technical specification number SATS 1286:2011 is accessible on <a href="http://www.thedti.gov.za/industrialdevelopment/ip.jsp">http://www.thedti.gov.za/industrialdevelopment/ip.jsp</a> at no cost.</p> |   |                              |       |         |       |         |       |         |  |
| 1.6                                     | <p>A bid may be disqualified if –</p> <p>(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and</p> <p>(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.</p>   |   |                              |       |         |       |         |       |         |  |
| 2.0                                     | Definitions  |   |                              |       |         |       |         |       |         |  |
| 2.1                                     | “bid” includes written price quotations, advertised competitive bids or proposals;   |   |                              |       |         |       |         |       |         |  |
| 2.2                                     | “bid price” price offered by the bidder, excluding value added tax (VAT);  |   |                              |       |         |       |         |       |         |  |
| 2.3                                     | “contract” means the agreement that results from the acceptance of a bid by an organ of state;   |   |                              |       |         |       |         |       |         |  |
| 2.4                                     | “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;   |   |                              |       |         |       |         |       |         |  |
| 2.5                                     | “duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).  |   |                              |       |         |       |         |       |         |  |
| 2.6                                     | “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;   |   |                              |       |         |       |         |       |         |  |
| 2.7                                     | “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;  |   |                              |       |         |       |         |       |         |  |
| 2.8                                     | “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and   |   |                              |       |         |       |         |       |         |  |
| 2.9                                     | “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.   |   |                              |       |         |       |         |       |         |  |
| 3.0                                     | <p>The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:</p> <table border="1"> <thead> <tr> <th>Description of services, works or goods</th> <th>Stipulated minimum threshold</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>..... %</td> </tr> <tr> <td>.....</td> <td>..... %</td> </tr> <tr> <td>.....</td> <td>..... %</td> </tr> </tbody> </table>  | Description of services, works or goods                         | Stipulated minimum threshold | ..... | ..... % | ..... | ..... % | ..... | ..... % |  |
| Description of services, works or goods | Stipulated minimum threshold   |   |                              |       |         |       |         |       |         |  |
| .....                                   | ..... %  |   |                              |       |         |       |         |       |         |  |
| .....                                   | ..... %  |   |                              |       |         |       |         |       |         |  |
| .....                                   | ..... %  |   |                              |       |         |       |         |       |         |  |
| 4.0                                     | Does any portion of the services, works or goods offered have any imported content?  | <table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table> | YES                          | NO    |         |       |         |       |         |  |
| YES                                     | NO   |   |                              |       |         |       |         |       |         |  |
| 4.1                                     | <p>If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.</p> <p>The relevant rates of exchange information is accessible on <a href="http://www.reservebank.co.za">www.reservebank.co.za</a>.</p> <p>Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):</p> <p>US Dollar : <input type="text"/> Pound Sterling : <input type="text"/> Euro : <input type="text"/> Yen : <input type="text"/> Other : <input type="text"/></p> <p>NB: Bidders must submit proof of the SARB rate (s) of exchange used.</p>                           |   |                              |       |         |       |         |       |         |  |
| 5.0                                     | Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?  | <table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table> | YES                          | NO    |         |       |         |       |         |  |
| YES                                     | NO   |   |                              |       |         |       |         |       |         |  |
| 5.1                                     | <p>If yes, provide the following particulars:</p> <p>(a) Full name of auditor: .....</p> <p>(b) Practice number: ..... (c) Telephone number: .....<br/>Cell number: .....</p> <p>(d) Email address: .....</p> <p>(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)</p>  |   |                              |       |         |       |         |       |         |  |
| 6.0                                     | Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.  |   |                              |       |         |       |         |       |         |  |

| Ref | Description | Complete or Circle Applicable |
|-----|-------------|-------------------------------|
|-----|-------------|-------------------------------|

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (Close Corporation, Partnership or Individual)

.....  
IN RESPECT OF BID No: ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity)

NB 1 - The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

NB 2 - Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned in Section H of these Consolidated MBD returnable questionnaires ( comprising 8 pages), do hereby declare the following:

- (a) The facts contained herein fall within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SECTION G : MBD8 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

This Municipal Bidding Document must form part of all bids invited. 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.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

- a) abused the 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) wilfully 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).

In order to give effect to the above, the following questions must be answered.

|   |     |    |
|---|-----|----|
| 1.0 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>Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied. The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page. | YES | NO |
| If yes, furnish particulars : .....   |     |    |

| Ref | Description  | Complete or Circle Applicable |    |
|-----|--|-------------------------------|----|
| 2.0 | 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>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.<br>If yes, furnish particulars : ..... | YES                           | NO |
| 3.0 | 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?<br>If yes, furnish particulars : .....  | YES                           | NO |
| 4.0 | 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?<br>If yes, furnish particulars : .....  | YES                           | NO |
| 5.0 | 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?<br>If yes, furnish particulars : .....  | YES                           | NO |

#### **SECTION H : MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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.

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:

- take all reasonable steps to prevent such abuse;
- 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
- 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.

The following 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.

In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid. The undersigned, in submitting the accompanying bid, in response to the invitation for the bid do hereby make the following statements that I certify to be true and complete in every respect:

- I have read and I understand the contents of this Certificate;
- I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 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;
- 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:
  - has been requested to submit a bid in response to this bid invitation;
  - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- 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. (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.
- In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - prices;
  - geographical area where product or service will be rendered (market allocation);
  - methods, factors or formulas used to calculate prices;
  - the intention or decision to submit or not to submit, a bid;
  - the submission of a bid which does not meet the specifications and conditions of the bid;
  - bidding with the intention not to win the bid.
- 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.
- 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.

| Ref | Description | Complete or Circle Applicable |
|-----|-------------|-------------------------------|
|-----|-------------|-------------------------------|

- 10.0 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.

**SECTION I : CONFIRMATIONS, AUTHORITIES, CERTIFICATIONS, ACKNOWLEDGEMENTS and SIGNATURES**

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

- 1.0 Confirms that the contents of these Consolidated MBD returnable questionnaires ( comprising 8 pages) fall within my personal knowledge and are to the best of my Knowledge and belief, both true and correct;
- 2.0 Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 3.0 Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 4.0 Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 5.0 Certify that the B-BBEE status level of contribution indicated in Section E.1 : Item 1.0 qualifies the enterprise for preference points and acknowledges that the remedies as per Clause 13 of the Preferential Procurement Regulations (2011) shall apply. In the event of a contract being awarded as a result of points claimed, the enterprise may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct;
- 6.0 Certify that the Tax Compliance Status PIN entered in Section A (2.7) of these consolidated Municipal Bidding Documents can be used to certify the enterprise's real-time compliance status.
- 7.0 Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.

Signed..... Date .....

Name ..... Position .....

## **SECTION 7: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT**

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SSC)** for details that apply specifically to this bid. The **Special Conditions of Contract** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies.

### **SCC 1.2 CONTRACT**

This is a thirty-six (36) months contract

### **SCC 7.1 PERFORMANCE SECURITY**

The liability of the Performance Security shall be Nil.

### **SCC 11.1 INSURANCE**

All Cooperatives must have a Public Liability insurance.

### **SCC 16.1 PAYMENT**

The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item / service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than 30 days after submission of invoice or claim, provided however that all the terms of the contract are duly complied with.

Payment will be made only to the supplier. Factoring arrangements will not be accepted.

### **SCC 17 PRICES**

Rates for all services under this EOI are pre-determined by the EThekwini Municipality over a 3 year period.

### **SCC 21.1 DELAYS IN THE SUPPLIER'S PERFORMANCE**

The time schedule for the delivery of service varies from each respective Line Departments. Appointed Co-Operatives shall sign a Service Level Agreement (SLA) with Line Department that they are allocated to. This SLA shall outline performance standards that are expected between both parties.

### **SCC 22.1 PENALTIES**

If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price (as a penalty):

- A penalty of 2% of the invoice value for each day delivery is delayed.

## **ADDITIONAL CONDITIONS OF CONTRACT**



ACC1 **PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS**

For contract awards that are greater than R10m, the Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

ACC2 **QUALITY OF PRODUCTS**

No inferior products will be accepted under this enquiry.

Should there be any cause for complaint against the standard of service or quality of products offered which is not resolved within a period of 10 working days, the Municipality reserves the right to cancel the contract after serving one month's notice, in writing, to the supplier involved. Should such notice be given, the supplier shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of notice.

ACC3 **SATISFACTORY PERFORMANCE**

The supplier shall employ for the purpose of this contract only such personnel as are careful and competent and the Municipality shall be at liberty to object to and require the supplier to remove from the job forthwith any person, including supervisory staff, employed by the supplier who, in the opinion of the Municipality, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties and such person shall not again be employed upon this contract without the permission of the Municipality.

ACC4 **OCCUPATIONAL INJURIES AND DISEASES ACT**

This act replaces the Workmen's Compensation Act:

**The supplier shall, before commencement of work, produce documentary proof to the Deputy Municipal Manager, Treasury: Finance that he has complied in all respects with the provisions of the Occupational Injuries and Diseases Act.** The supplier undertakes that he/she will perform and comply with all provisions of the Occupational Injuries and Diseases Act and more particularly that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

ACC5 **DAMAGE TO PERSONS AND PROPERTY**

- (1) The supplier **shall** indemnify and keep indemnified the Council against any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.
- (2) The supplier enters into this contract as an independent contractor and shall be solely liable in respect of any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

ACC6 **ESTIMATED QUANTITIES**

The quantities stated in Section 8 are applicable for evaluation purposes only. The final quantity of goods and services required shall vary, depending on the total number of actual instances a service/goods will be required over the Contract Period. The rates tendered shall be applicable, irrespective of the total quantity of goods and services procured over the contract duration.



ACC7      **RESOURCES**

The respective Line Department reserves the right to request Co-Operatives to demonstrate the possession of necessary equipments to perform the contract;

ACC8      **MINIMUM WAGE**

Co-Operatives must comply with the gazzeted minimum wage by the Departartment of Employment and Labour in Southern Africa. The Council reserves the right to terminate the contract with a Co-Operative that fails to meet the prescribed minimum wages.

As part of the invoicing, cooperatives must submit proof of compliance that each employee is paid the minimum wage.

## **PART E3 : INDICATIVE SCOPE OF WORK**

### **THE FOLLOWING FORMS PART OF THE TECHNICAL SPECIFICATION**

#### **1. SCOPE OF CONTRACT**

##### **1.1. REQUIREMENTS**

The eThekweni Municipality's Supply Chain Management Unit together with the Business Support Unit, invites all Co-operatives to submit expressions of interest (EOI) to undertake grass cutting, bush clearing, Office Cleaning, Streams Maintenance etc in various Community Residential Units (CRU's) within eThekweni Municipality.

Supply Chain Management intends to centralize the services for a thirty-six (36) month period by means of this expression of interest to form a panel of Cooperatives to provide these services.

Only service providers who comply with the criteria prescribed in the Submission Data H.3.9 will be considered for the panel. The date of assumption of work per cooperative may vary since these contracts are based upon requests from various line departments. However the termination date of the entire EOI will be the same despite different commencement dates.

##### **1.2. LABOUR STANDARDS**

As this EOI requires a large labour component, the Cooperative must pay the gazetted minimum labour rate as prescribed by the Department of Employment and Labour for the duration of contract. The Cooperative must also ensure that the wages are based on the current labour rate. **Failing which the Contract with the Cooperative will be terminated.**

##### **1.3. PROJECT SPECIFICATIONS**

**Technical specification varies as per each end-users requirement, therefore final technical specifications / requirements will be detailed in the service level agreement which will be signed by the Cooperative and respective line Department.**

### **BELOW IS A SUMMARY OF THE TECHNICAL REQUIREMENTS FROM VARIOUS LINE DEPARTMENT**

#### **2. WATER AND SANITATION (EWS) UNIT - BUSH CLEARING & GRASS CUTTING OF PORTABLE WATER RESERVOIR SITES WITHIN THE ETHEKWINI MUNICIPALITY -**

This contract covers the cutting of grass and removal of the grass cuttings to the nearest dumpsite from the Council's Reservoir sites in the eThekweni Municipality Area for the period of three years commencing on the date of acceptance of the Service Level Agreement

##### **a. Reservoirs Zones**

The various reservoirs to be cut have been grouped into twenty six (26) reservoir regional zones plus one zone for depots and 3 zones for pipe yards, and a Co-operative or service provider is at liberty to be awarded work on any zones depending on the place of locality and the domicile address of the co-operative. The Co-operative or service provider will only be awarded a maximum of three zones and the Council reserves the right to decide which zones will be awarded to the respective Co-operative. This will not apply to the depots zone as they are a number of very small cuts that shall be effectively grouped into one zone of similar size to a reservoir zone. The total measurements in a zone may change during the contract and will be adjusted on the payment certificate as required. This could happen if a site is added or removed from the cutting list. There may be additional urgent or emergency grass cutting work required to be performed on an adhoc basis on Trunkmains or other sites. This will be allocated to corresponding co-operative in that zone at the SLA rate of 40 cents / m<sup>2</sup>.

**b. Grass cutting Intervals**

The contract calls for a maximum of 9 grass cuts on each site during a twelve month period. The grass shall be cut once a month at approximately 4 weekly intervals except for the months of May, July and September. Co-operatives are to confirm with the Contracts Technician, or any of the Clerk of Works if it is necessary to cut that month before any grass cutting on any zone commences. Co-operatives will also need to notify the same EWS officials when a complete zone has been cut so that a site inspection may be carried out. The successful Co-operative or service provider will be required to submit a monthly grass cutting measurement schedule that is signed off by themselves AND by EWS officials confirming the work is done, BEFORE submitting their invoice for payment.

**c. Grass Cutting Height**

The grass is to be cut to a height above the ground of between 25mm to 40mm.

**d. Trimming**

The grass against the perimeter fence as well as around all buildings, manholes, paths, concrete or brick structures, flower beds etc, is to be trimmed and shall be considered as part of the grass cutting operation.

**e. Verges and driveways**

All verges are those areas of grass between the reservoir security fence and the asphalt hardening and shall be considered as part of the grass cutting operations. In addition all driveways except the tarred or paved driveways require be including and cutting in this contract.

**f. Security Fence Area and Fire breaks**

This area represents a two meter wide strip outside the reservoir fence not classified as a verge and is to be cut to a height of 100mm( brush cutters may be used), This area shall be considered as part of the grass cutting operation and is considered to be a fire break around the reservoir facility.

**g. Raking and Removal of Grass cuttings to the nearest Dumpsite**

The Co-operative is responsible for the raking, gathering and removal of the grass cuttings which result from the cutting of the grass. The agreed rate per square meter must include for the all plastic bags to be purchased, removal and transportation of the cuttings to the nearest dump site. The tendered amount will also include all municipal dumpsite fees.

No Co-operative or service provider is allowed to dump the grass cuttings inside existing water manholes or chambers or outside the perimeter of the fenced area of the facility site. If this is contravened the co-operative will be immediately disqualified and the contract will be terminated.

**h. Inclement Weather**

In the event of inclement weather, the Co-operative will be required to continue with the allocated maintenance operations or a decision will be taken by the Contracts Technician /Clerk of Works depending of the weather conditions for that particular business day/s in question. The co-operative will be required to provide rain suits to their staff if necessary to carry out operations. No extension of time will be given for grass cutting due to inclement weather therefore the co-operative needs to plan around possible weather impacts within the required two weeks cutting timeframe at the beginning of each month.

**i. Delays**

If through no fault of the Council, the cutting of the grass at any reservoir is delayed by more than two weeks beyond the prescribed period, the Engineer shall have the right to have the grass cut at the cost of the awarded Co-operative.

### **3. PARKS DEPARTMENT - GRASS CUTTING SERVICES**

The minimum requirements for grass cutting are:

- 3.1. All grassed areas as per square metres on the facility inspection sheet including the outside adjacent road verges to be cut to a minimum height of 20 mm.
- 3.2. Co-operative is to pick up all inorganic material eg papers, bottles, tins ,plastics, papers before CUTTING and place them into plastic bags supplied by the Municipality. The bags are to be left inside the premises. Any dead branches and palm fronds must be picked up and placed next to the bags where they will be removed by the local District Parks Leisure and Cemeteries Department within 24 hrs.
- 3.3. Grass which is scattered onto hardened surfaces egpaving , car park ,storm water drain openings and ditches. is to be swept up and if using a blower blown back on to the grassed area.
- 3.4. All work to be carried out during normal working hours from 7:30am to 16:00pm, Monday to Friday. However, should additional operation times be required, permission must be obtained from the Contracts Officer.
- 3.5. No chemical weedkiller should be used during the execution of this contract.
- 3.6. Number of cuts: twice a month from September to May, and once a month from June to August: **subject to prevailing climatic, environmental, ecological conditions and due to additional work, that require to be done in terms of management decisions.**
- 3.7. Grass cutting cycle MUST only commence once the Co-op is in possession of the necessary Departmental Starting Instruction containing the Authorized Service order number (GRN) issued by the relevant Contracts Officer. No verbal instruction will be given.

### **4. PARKS DEPARTMENT - BUSH CLEARINGSERVICES**

The minimum requirements for Bush Clearing are:

#### **CATERGORIES**

- A = GRASS /BUSH HEIGHT - 0mm to 750mm - CUT AND LEAVE  
B = GRASS / BUSH HEIGHT -750mm TO 1500mm - CUT TO SMALLER PIECES  
C = GRASS/ BUSH HEIGHT -1500 mm UPWARDS - CUT TO SMALLER PIECES

VEGETATION WITH A STEM DIAMETER OF OVER 100 mm IS NOT CUT.

ALL INVOICES SUBMITTED FOR PAYMENT WHERE CUT AND REMOVE OF VEGETATION HAS TAKEN PLACE WILL ONLY BE PAID ON SUBMISSION OF VALID MUNICIPAL LAND FILL WEIGHBRIDGE DOCUMENT COMPLING WITH THE DEPARTMENTAL STARTING AND FINISHING INSTRUCTION.

## **5. GARDENING SERVICES**

- 5.1. Each facility shall be maintained once to two times a month for nine months at the discretion of the department requiring this service.
- 5.2. Grass shall be cut to a minimum height of 20mm.
- 5.3. Cut the grass in all surrounding areas including paving and drains where grass is grown.
- 5.4. Clean drains with spade to avoid blockages.
- 5.5. Cut and trim edges with a spade.
- 5.6. Undertake weeding and minor trimming of shrubs when required which is also covered by the rate given.
- 5.7. Pick up litter such as papers, bottles, tins and fallen tree branches.
- 5.8. Remove all cut grass and litter
- 5.9. Use the nearest municipal composting site or agrihub site to dump all garden refuse.
- 5.10. No chemical weed killer should be used during the execution of this contract.
- 5.11. All work to be carried out during normal working hours from 7:30am to 16:00pm, Monday to Friday.
- 5.12. Garden Service, co-op to be adequately insured to cover claims that may arise as a result of incidents resulting in damages during the performance of their services. Insurance should cover damages and injuries to property and people.  
(Please note that this is not a full landscaping service and excludes planting, topdressing, weedspraying, lawn treatments)

## **6. PARKS COMMENCEMENT OF WORK**

The Co-Operative shall before commencing submit Inventory of Plant Equipment, Staff and a copy of the name and number of the certificate of registration under who's direct and continuous control, the work will be undertaken.

## **7. ROADS AND STORMWATER - STREAMS MAINTENANCE (SIHLANZIMVELO PROGRAMME)**

**About (99) co-operative's will be appointed to carry out the following tasks over a 5 km section of stream every month. The scope of work is as follow;**

| ITEM                                       | SCOPE OF WORK  |
|--|--|
| NATURAL STREAMS – DEBRIS                   | Remove all rubble and refuse blocking the free flow of the stream and disposed of at a designated Municipal disposal site. The Stream is to be kept clear of all debris for the duration of the contract.  |
| NATURAL STREAMS – ALIEN VEGETATION REMOVAL | Invasive and alien vegetation removed and disposed of at a designated Municipal disposal site. The project area is to be kept clear of all alien vegetation for the duration of the contract.  |
| NATURAL STREAMS - EROSION PROTECTION       | Stream bed and stream banks to be protected against erosion by constructing and maintaining erosion bolsters as per the municipality's standards. Minor scour areas must be backfilled with rock and compacted. Rocks can be collected from the surrounding area or supplied by the Roads and Stormwater Maintenance Unit. |
| GRASS & VEGETATION MAINTENANCE             | All grass and vegetation must be cut, and kept to a maximum height of 150mm. Width from either side of stream edge will be defined but not less than 3m. Cuttings must be disposed of at a designated Municipal disposal site.   |
| LITTER CONTROL                             | Emptying of bins and Picking up litter, refuse and debris found in the stream and disposed of at a designated Municipal refuse disposal site. The project area is to be kept clear of all litter for the duration of the contract.   |

## 8. OFFICE CLEANING SERVICES FOR MUNICIPAL BUILDINGS

**NB: Below are minimum requirements and vary per each end-user. Final technical specifications will be discussed with the allocated Coop**

| REQUIREMENTS   |  |
|--|--|
| Depot Requirements   | Cleaning of offices, workshops, windows, change rooms, kitchen, making tea and coffee for meetings, cleaning all council cutlery, ablution facilities and general housekeeping |
| Yard Requirements  | Clean yard, refuse area, drains, emptying of bins cutting grass (disposal of garden refuse), trimming trees, and general housekeeping in yard                                  |
| Vehicle requirements   | Washing, polishing, and vacuuming of vehicles  |
| PROVISION OF SERVICES  |  |
| Cleaning services shall be provided from <b>Monday to Friday on an 8 hourly basis (to be confirmed with successful Coop)</b> . Workshop floors to be scrubbed and chemically cleaned fortnightly over a weekend (this includes workshop offices <b>where applicable</b> )  |  |
| PERFORMANCE  |  |
| The contractor shall employ for the purpose of this contract only such personnel that are responsible and competent. The Manager or his authorised representative shall be at liberty to object to and require the contractor to remove from depot. Any person or supervisory staff, employed by the contractor, who misconducts themselves, is incompetent or negligent in the proper performance of their duties and such persons shall not again be employed upon this contract without the permission of the Manager or his authorised representative. |  |
| FACILITIES TO BE PROVIDED BY COUNCIL   |  |
| <b>The following facilities will be provided by the Council to the contractor free of charge:-water, electricity, hand soap, dishwashing liquid, toilet rolls, change rooms,.</b>  |  |
| MATERIALS TO BE PROVIDED BY TENDERER   |  |
| The following is to be provided by the successful Coop during the period of the contract :-  |  |
| Disinfectants, Cleaning Detergents   |  |
| Cleaning equipment such as brooms, buckets, brushcutters, mops, industrial floor cleaner, dusters, rakes, forks etc. any other cleaning equipment that might be required to do the job (not listed above)  |  |
| CONTINUOUS SERVICE   |  |
| The contractor shall provide a continuous service. Failure to comply will result in penalties being levied against the contractor.   |  |
| In this regard the register kept by the Department shall constitute prima facie  |  |
| TERMS OF PAYMENT   |  |
| Payment will be made monthly for invoices received provided the work has been carried out to the satisfaction of the Manager or his authorised representative.   |  |
| The contractor shall pass credit notes in respect of <b>any</b> time that his staff are not on site  |  |
| KEYS HANDED TO CONTRACTOR  |  |

|  |  |                         |
|--|--|-------------------------|
| Keys and their identifying markings and tags are to be kept in good condition and any keys lost shall be replaced at the Contractor's expense.   |  |                         |
| <b>CLEANING ROSTER</b>   |  |                         |
| All contractor's staff will be required to sign a daily register at their point of duty. A register should be provided behind the toilet doors for to record time whenever they clean toilet.  |  |                         |
| <b>UNIFORMS</b>  |  |                         |
| All staff engaged under this contract are required to wear a standard uniform bearing the company's name which is easily identifiable. The supervisor's uniform must bear the words "Cleaning Supervisor". In addition, all staff are to adhere to Health and Safety standards |  |                         |
| <b><u>DESCRIPTION OF SERVICES TO BE RENDERED PROVISION OF CLEANING SERVICES</u></b>  |  |                         |
| <b><u>Toilets</u></b>  | -  | <b><u>Frequency</u></b> |
| (a)  | Empty, clean and disinfect all waste receptacles.        | Daily                   |
| (b)  | Clean and disinfect all bowls, basins, urinals.          | Daily                   |
| (c)  | Clean and disinfect all walls, doors and partitions      | Once Weekly             |
| (d)  | Clean, disinfect floor.                                  | Daily                   |
| (e)  | Clean, shower floors, hand basins and walls              | Daily                   |
| (f)  | Ensure that toilet rolls are replaced                    | Daily                   |
| <b><u>Rooms</u></b>  | -  |                         |
| (a)  | Cleaning of Offices and vacuuming carpets                | Continuously            |
| (b)  | Cleaning and polishing of office equipment and furniture | Daily                   |
| (d)  | Cleaning of walls, windows, window seals and frames      | Daily                   |
| ( e )  | Cleaning of waste bins                                   | Daily                   |
| <b><u>Refuse Area</u></b>  | -  |                         |
| (a)  | Remove bins to skip.                                     | Continuously            |
| (b)  | Sweep  | Daily                   |
| <b><u>Corridors</u></b>  | -  |                         |
| (a)  | Sweep entire area.                                       | Continuously            |
| (b)  | Clean walls, skating, windows and seals.                 | Daily                   |
| (c)  | Sweeping and mopping of corridors and stairways.         | Daily                   |
| (d)  | Deep cleaning  | Twice a month           |
| <b><u>Cleaning of Workshop</u></b>   | -  |                         |
| (a)  | Clean Floors, pits, equipment, and workbenches.          | Continuously            |
| (b)  | Wash workshop floors                                     | Twice a month           |
| ( c )  | Deep cleaning of workshop floors                         | Fortnightly             |
| <b><u>Steam / Wash bay</u></b>   | -  |                         |
| (a)  | Clean all vehicles coming out of workshops.              | ongoing                 |
| (b)  | Keep wash bays clean                                     | ongoing                 |
| <b><u>Yard</u></b>   | -  |                         |
| (a)  | Keep the entire yard clean                               | Daily                   |
| (b)  | Cut verges (grass & shrubs)                              | As & when required      |

|                         |  |                    |
|-------------------------|--|--------------------|
| <b><u>Buildings</u></b> | -  |                    |
| (a)                     | Clean outside walls and windows  | As & when required |
| (b)                     | Clean stair cases and hand rails   | Daily              |
| (c)                     | Clean elevators  | Daily              |
| <b><u>General</u></b>   | -  |                    |
| (a)                     | Council to ensure the availability of water to effect all cleaning tasks.  |                    |
| (b)                     | Contractors to advise the Council timeously on the need to repair and/or replace refuse bins, water hoses and leaking tap connections. |                    |

The above are minimum requirements and may not be applicable to other Departments.

Working Hours Varies per each Department and will be discussed further with a successful Cooperative.



## SECTION 9: OFFICIAL EXPRESSION OF INTEREST FORM

### ENQUIRY: 1S-12789 INVITATION OF COOPERATIVES OPERATING WITHIN ETHEKWINI MUNICIPAL BOUNDARIES TO PROVIDE GRASS CUTTING AND BUSH CLEARING, OFFICE CLEANING, STREAMS MAINTENANCE AND GARDEN SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS



The Cooperatives to submit their company profiles that will include elements as indicated in the evaluation criteria. The Cooperatives must tick area of interest/s.

| ITEM: | DESCRIPTION                                   | INDICATE ORDER OF PREFERENCE FROM 1 TO 3 WHERE 1 IS THE MOST PREFERRED SERVICE AND 3 BEING THE LEAST PREFERRED SERVICE |
|-------|---|--|
| 1     | Grass Cutting Services and Gardening Services |  |
| 2     | Office Cleaning Services                      |  |
| 3     | Streams Maintenance and Vector Control        |  |

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in theor during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

**Completion of the following is compulsory. Failure to declare the following will invalidate your offer.**

#### Declaration of Interest

|   |                    |                                  |                           |                        |                              |                             |
|---|--------------------|----------------------------------|---------------------------|------------------------|------------------------------|-----------------------------|
| Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?   |                    |                                  |                           |                        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?   |                    |                                  |                           |                        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Name of entity's member   | Position in Entity | Name of Relative (if applicable) | Name of State Institution | Nature of Relationship |                              |                             |
|   |                    |                                  |                           |                        |                              |                             |
|   |                    |                                  |                           |                        |                              |                             |
| Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below |                    |                                  |                           |                        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Name of entity's member   | Position in Entity | Name of Relative (if applicable) | Name of State Institution | Nature of Relationship |                              |                             |
|   |                    |                                  |                           |                        |                              |                             |
|   |                    |                                  |                           |                        |                              |                             |

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

\* Signature :

\* Name (*capitals*):

Date:

Capacity:

\* Name of Business:

Tel:

Address:

Fax:

\* Denotes Mandatory Information

**Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender**

**Part B: ACCEPTANCE BY PURCHASER** - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

**Signature:**

**Name** (*capitals*):

**Date:**

**Capacity:**