



**uMLALAZI MUNICIPALITY**

**TENDER NO. : KZN ULM 35/25/26**

**TENDER DOCUMENT FOR:**

**THREE YEAR CONTRACT- SUPPLY AND DELIVERY OF REFUSE BAGS**

**CLOSING DATE: 12 MAY 2026 AT 12:00**

<b>COMPILED BY:</b> Community Services & Public Safety Department	<b>SCM OFFICES ADDRESS</b> KV Challenor Street ( Industrial Areas) ESHOWE, 3815
<b>Technical Related Queries</b> Contact Person: Mr Abraham Phiri Tel N <sup>o</sup> : +27 35 473 3300 (Ext – 3401) Email: Abrahamp@umlalazi.org.za	<b>SCM Related Queries</b> Contact Person: Sanele Duma Tel N <sup>o</sup> : +27 35 473 3300 (Ext - 3457) Email: <a href="mailto:saneled@umlalazi.gov.za">saneled@umlalazi.gov.za</a>

**SERVICE PROVIDER'S DETAILS:**

<b>NAME OF SERVICE PROVIDER</b>	
<b>CONTACT PERSON</b>	
<b>E-MAIL ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>PHYSICAL ADDRESS</b>	
<b>POSTAL ADDRESS</b>	

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## 1. NOTICE



UMLALAZI MUNICIPALITY

Notice No. 56/25/26

### **INVITATION FOR THE SUBMISSION OF TENDERS**

Tenderers are hereby invited in terms of Section 112 of the Local Government: Municipal Finance Management Act 56 of 2003 read with uMlalazi Supply Chain Management Policy to undertake the following:-

TENDER DESCRIPTION	TENDER NUMBER	CLOSING DATE AND TIME	FUNCTIONALITY
<b>RE-ADVERT</b>  <b>Three-year contract- Supply and delivery of refuse bags</b>	KZN ULM 35/25/26	12 May 2026 at 11 KV Challenor Street, Eshowe at 12h00	<ul style="list-style-type: none"><li>• Bidder's Previous Experience = 15</li><li>• Manufacturer of refuse bags = 20</li><li>• Plant and Equipment = 10</li><li>• Locality = 5</li></ul>

Sealed tenders endorsed **tender number and description** must reach the Municipal Manager, uMlalazi Municipality, and must be hand delivered and placed in the Tender Box at the Municipal Building, KV Challenor Street, Eshowe by no later than 12h00 on the above stipulated date.

This tender will be evaluated based on **returnable documents**, **functionality** and **price** where 80 points will be scored for price and 20 points for specific goals as per stipulated specific goals of this tender in terms of Preferential Procurement Regulations, 2022.

NB: The offer may be accepted as a part or whole, each offer will be evaluated individually in terms of price.

Specific Goals: -

NO.	Categories	Weight	80 20
1.	<b>Ownership Goals:</b> <ul style="list-style-type: none"><li>• an EME or QSE which is at least 100% owned by black people</li></ul>	100%	10
2.	<b>Reconstruction &amp; Development Programme Goals:</b> <ul style="list-style-type: none"><li>• Enterprise Located within uMlalazi Municipality</li><li>• Enterprise Located within District Municipality = 2</li><li>• Enterprise Located within the Province = 1</li></ul>	100% 50% 25%	4 2 1

<b>3.</b>	<b>SMME Development (EME and QSE):</b> <ul style="list-style-type: none"> <li>an EME or QSE which is at least 100% owned by black people</li> </ul>	<b>100%</b>	<b>4</b>
<b>4.</b>	<b>Combination of other goals:</b> <ul style="list-style-type: none"> <li>an EME or QSE that is 100% owned by : Black ( Youth , Women , Disabled People ,Military Veterans), residing within uMlalazi Municipality</li> </ul>	<b>100%</b>	<b>2</b>
		<b>100%</b>	<b>20</b>

Registration on the Councils Database is preferred prior to the submission and closing of the tender. It is the responsibility of the Tenderer to ensure that the Data Base registration documents are received by the Supply Chain Management Office. Further information in this regard can be obtained from the Supply Chain Management Unit on 035 – 473 3300 ext. 3445. Tenderers are requested to register on Central Supplier Database (CSD)

Tender documents must be collected **at the Municipal offices Financial Services Revenue Section, Hutchinson Street, Eshowe on Monday to Fridays from 08:30 to 14:30. Tender Documents will be available from 10 April 2026 up to 08 May 2026 at a non-refundable cost of R1000.00 and will be available on eTenders Portal at no cost.** EFT payments will be accepted and must be made on or before 16:00 pm on the last day of purchasing tender document. Payment may be deposited to uMlalazi Municipality as per the following banking details; First National Bank; Account Number 52191090523, Branch 220230, use company name as reference. **Proof of payment will required to receive tender document.**

**There will be no briefing session,** for further information or clarities contact Mr. Abraham Phiri on **035 473 3401** or email: [abrahamp@umlalazi.gov.za](mailto:abrahamp@umlalazi.gov.za) during normal office hours.

Late tenders, telegraphic or facsimiled tenders will **NOT** be accepted. Canvassing in the gift of council is strictly prohibited and will lead to disqualification of tenders. Umlalazi Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole/ part of the bid.

**MR. N.N. SHANDU**  
**MUNICIPAL MANAGER**  
 Display date: 09 April 2026

## Definitions

The following terms shall be interpreted as indicated:

- (i) “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids.
- (ii) “**Contract**” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (iii) “**Contract price**” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- (iv) “**Corrupt practice**” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (v) “**Countervailing duties**” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (vi) “**Country of origin**” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (vii) “**Day**” means calendar day.
- (viii) “**Delivery**” means delivery in compliance of the conditions of the contract or order.
- (ix) “**Delivery ex stock**” means immediate delivery directly from stock actually on hand.
- (x) “**Delivery into consignees store or to his site**” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (xi) “**Dumping**” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- (xii) “**Force majeure**” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable, events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (xiii) “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- (xiv) “**GCC**” means the General Conditions of Contract.

- (xv) “**Goods**” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (xvi) “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (xvii) “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- (xviii) “**Project site**,” where applicable, means the place indicated in bidding documents.
- (xix) “**Municipality or Client**” means the organization purchasing the goods and services.
- (xx) “**Republic**” means the Republic of South Africa.
- (xxi) “**SCC**” means the Special Conditions of Contract.
- (xxii) “**Services**” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- (xxiii) “**Written**” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## 2. INSTRUCTIONS AND CONDITIONS OF TENDER.

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### 2.1 ELIGIBILITY TO TENDER

Not Applicable

### 2.2 RETURN OF DOCUMENT

The completed and signed set of Tender Documents shall be sealed in an envelope endorsed “**THREE YEAR CONTRACT- SUPPLY AND DELIVERY OF REFUSE BAGS**” must reach the Municipal Manager, uMlalazi Municipality, by hand and placed in the Tender Box at the SCM offices, KV Challenor road (industrial Area), by no later than 12:00 pm on the date as per advert where they will be opened in public. NB: Late tenders, telegraphic or facsimile tenders will not be considered.

### 2.3 COMPLETION OF TENDER DOCUMENT.

- Tender document must duly completed in very manner
- Forms in this tender document must be completed and signed
- All pages allocated signing spaces must be signed
- Tenderers will make provision for all machinery, labour, material, equipment and all non-incidentals needed for the execution and completion of the project in accordance with the tender documents.

### 2.4 AUTHORITY FOR SIGNING

Authority to sign the documents on behalf of the tenderer must be submitted with the tender and remain in force unless replacement submission is made and accepted by the municipality.

### 2.5 ACCEPTANCE OF TENDERS

- a) The Bidder or a competent authorised representative of the Service Provider who submitted the tender has attended the compulsory briefing meeting (if applicable to this tender).
- b) The tender offer is signed by a person authorised to sign on behalf of the Bidder.
- c) Acceptance of the tender will not guarantee that the programme, methods and other details will be approved. Municipality may consider reviewing such prior entering into a contract agreement.
- d) The Municipality does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole part of the bid.
- e) The uMlalazi Municipality will not be held responsible for any cost incurred for submitting this tender.
- f) Failure to comply with the foregoing instructions may lead to the tender not being considered.
- g) When the bid is accepted, the successful tenderer will be informed and the contract negotiated indicating the financial implications and terms of service will be entered into.
- h) **In terms of Section 38 of the Supply Chain Management Policy the Municipality reserves the right to reject any Bid:**

- (i) If any municipal rates and tariffs or municipal service charges owed by that Company owner or any of its directors to the municipality or municipal entity or to any other municipality or municipal entity are in arrears for more than 3 (three) months.
- (ii) Who in last 5 (five) years has failed to perform satisfactory on a previous contract with the municipality or municipal entity or any other organization of state after written notice was given to that Service Provider that performance was unsatisfactory.
- i) Canvassing in gift of Municipality is strictly prohibited and will lead to disqualification of the Proposal
- j) Registration on the Councils Database will be compulsory for the successful bidder. This will only be required after final award of the tender.

## 2.6 LIST OF COMPULSORY RETURNABLE DOCUMENTS TO BE SUBMITTED BY TENDERER

Item	Description	Remark
A.	Proof of purchase of tender document	Compulsory, (Applicable to purchased tender documents only)
B.	Valid tax clearance certificate (original) valid as at date of tender closing	Compulsory
C.	Company / CC /Trust / Partnership / Registration certificates and Certified copies of identity document of Directors / Owners / Members / Shareholders, Joint Venture Agreement and Power of Attorney in case of Joint Ventures	Compulsory
D.	Proof of registration with CSD	Compulsory
E.	Rates Clearance Certificate	Compulsory
F.	Preferential Procurement Points claim from in terms of the preferential procurement regulations 2022	Compulsory
G.	Verification documents for Preferential Procurement Points for specific goals (refer to MBD 6.1)	Further evaluation
H.	Declaration of interest	Compulsory
I.	Declaration of Bidders past Supply Chain Management practices	Compulsory
J.	Certificate of Independent Bid Determination	Compulsory
K.	Certificate of authority to sign documents	Compulsory
L.	MBD5 Declaration For Procurement Above R10 Million (All Applicable Taxes Included)	Compulsory, only of applicable
M.	Record of addenda to tender document	Compulsory
N.	Amendments or qualifications by the tenderer if applicable	Compulsory

## 2.7. Method of Evaluation

- a) Eligibility to tender only if it applies and specified in the bid.
- b) Compulsory returnable documents.
- c) Functionality
- d) Price and preferential procurement system as specified in the bid.

## **2.8. VALIDITY PERIOD**

The tender undertakes that bid will be valid for a period of **120 (Hundred and twenty)** days and that the Tenderer will not retract or change the tender during the period that the uMlalazi Municipality is scrutinizing the acceptance thereof.

## **2.9. COMPETENCE OF KEY PERSONNEL AND QUALITY**

- 2.9.1. To carry out and complete work the Professional Service Provider shall employ only such person as are careful competent and efficient in their various professions. All key personnel presented by the tenderer during bidding stage for evaluation purposes must be maintained or remain unchanged for the duration of the contract “no substitution without municipality’s written approval will be allowed”
- 2.9.2. Appointed bidder will be required to maintain all quality presented during bidding process which has significantly influenced decision making in awarding of this tender, this shall be part of the service level agreement.

## **2.10. LOCATION AND GEOGRAPHICAL SIZE OF THE MUNICIPALITY**

The administrative center of uMlalazi Local Municipality (KZN284) (Eshowe) is situated along the north eastern coast of Kwa Zulu Natal, 140km north east of Durban. Umlalazi municipality is located within King Cetshwayo District. Geographically, the municipal area covers 2 217km<sup>2</sup> and consist of 28 electoral wards with dominance of rural wards, and there are 14 tribal authority areas of which AmaKhosi are custodians thereof on behalf of the Ingonyama Trust Board.

## **2.11. INSPECTION**

The successful tenderer must be acquainted with uMlalazi Municipality area. The service provider must make his own arrangements to familiarize themselves with area of work.

## **2.12. PRICING INSTRUCTIONS/CONDITIONS**

- 2.12.1. **Annual escalation equivalent to Consumer Price Index (CPIX) shall apply but not exceeding 10%.**
- 2.12.2. Should the tendered rates/ price exceeds the prescribed rates by applicable regulatory body, the lowest acceptable offer may be negotiated based prescribed fees guidelines if applicable.
- 2.12.3. The price must be unconditional.
- 2.12.4. Tenderers to submit tender prices in accordance with the description, requirements and sections as indicated in the tender documents.
- 2.12.5. The Municipality reserves the right to negotiate a reasonable price with the lowest acceptable bid prior final recommendation is made.

- 2.12.6. The offer was accepted as a whole, therefore partly delivered order to the municipality means the service remains the property of the supplier until complete order is delivered
- 2.12.7. The order that is partly delivered to the municipality remain the property of the supplier until complete order is delivered.
- 2.12.8. No part payments will be accepted, failure to complete delivery nullifies the whole contract.
- 2.12.9. Invoice will be only be accepted once complete order has been delivered, and the municipality accept no ownership, responsibility, security, what so ever for materials/product/ equipment/service etc., that was delivered to the municipality until the delivery is complete.
- 2.12.10. The tenderer must make provision for all machinery labour, material, equipment and all non-incidentals needed for the execution and implementation of the contract in accordance of the tender document.
- 2.12.11. The Pricing Strategy is a re-measurement Contract, meaning scheduled quantities are just estimates or worst case scenario, the actual work will measured for payments.

## **2.13. CRITERIA FOR ISSUING OF PURCHASE ORDER**

- 2.13.1. **Purchase order will be issued by municipality as and when the service is required.**
- 2.13.2. The municipality will generate and issue works order based on **accepted unit prices** as per price scheduled incorporated in the form of offer.
- 2.13.3. Amount of materials/ product/ service to be delivered per financial year will be determined by the municipality from time to time guided by availability of budget and need.
- 2.13.4. The municipality will raise works orders as in when required during period of this contract
- 2.13.5. The works order will indicate material type, quantity and amount of work to be provided on each occasion.

## **2.14. PAYMENT INSTRUCTION:-**

- 4.14.1. No payment will be made if such work fall outside the ambit of the contract and approved **Contract Price**, all variation orders must be approved in writing by a person authorized to do so.

- 4.14.2. Payment will be made by the municipality to the Service Provider upon delivery of service, which payment will be made via electronic transfer of funds to the Contractor's financial institution subject receipt of a valid tax invoice accompanied with relevant supporting documents specified in this contract.
- 4.14.3. The Service Provider is obliged to submit the invoice together with a signed monthly reports, travel log books, job card or municipal time sheet (whichever is applicable) and job card/time sheet must be properly filled and reflect worked hours / quantity of work done, site name etc. Failing which no work shall be certified for payment.
- 4.14.4. Valid tax invoice must be submitted on the last day of each month and payment shall be made in 30 days after date of invoice.
- 4.14.5. In the event that the Municipality is not satisfied with the performance of the Service Provider, the Municipality shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the Service Provider to rectify such performance.
- 4.14.6. In the event of the entire amount or a portion of the invoice being disputed by the Municipality, only the portion in dispute shall be withheld from payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.
- 4.14.7. The Service Provider shall immediately give notice of any circumstances preventing them from completing their obligations in terms of the contract.

## **2.15. AMENDMENTS UPWARD OF TENDERED PRICE**

- 2.15.1.** Tenders must further note and accept that any variance upward of the prices tendered will not be considered by Council as a reason to amend the said tendered price.
- 2.15.2.** Any attempts to invoke an increase in tendered price will render the tender invalid and it will be discarded.

## **2.16. COST OF TENDER**

The Council does not hold itself liable for any or all of the costs involved by the tender in compiling a tender. Should a tender withdraw an offer after being given written acceptance thereof all costs of re-advertising will be for that tenderer's account.

## **2.17. ALTERNATIVE**

Should a tenderer wish to submit an alternative, he may do so subject to the tender being submitted additional to and based on the specifications as listed in the tender document. Any letter or documents describing such alternative must be in duplicate.

## **2.18. MANDATORY OBJECTION PERIOD**

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 62 of the Municipal Systems Act 32 of 2000, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award / process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.

## **2.19. OTHER GENERAL TERMS AND CONDITIONS OF THIS BID**

- 2.19.1.** Awarding of contract will be subject to the Service Provider's acceptance of offer in writing.
- 2.19.2.** Project personnel requirements will be confirmed during project initiation and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Municipality.
- 2.19.3.** All secretarial services such as arranging meetings, setting of agenda's and minute taking shall be the responsibility of the Service Provider.
- 2.19.4.** No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the uMlalazi Local Municipality except where duly authorized to do so in writing by the uMlalazi Local Municipality.
- 2.19.5.** The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not discloses such records or information to any third party without the prior written consent of uMlalazi Local Municipality.

## **2.20. PENALTIES**

- 2.20.1.** If within the period(s) specified in the contract, the Municipality shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, an amount of **R500 per calendar day** of the delay until actual delivery or performance. The Municipality may also consider applying termination clause of the contract should non-compliance with delivery timeframes constitutes gross breach of this contract.
- 2.20.2.** Failure to deliver the goods or service within the period(s) specified in the contract is as a result of an event of force majeure, the service provider must report in writing with evidence required and Municipality shall assess the submission on its discretion.
- 2.20.3.** Notwithstanding the provisions of **Clauses 2.16.** , the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent

that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure

**2.21. CONTRACT AGREEMENT/SERVICE LEVEL AGREEMENT**

The successful Service Provider shall sign a Service Level Agreement/ Contract with the Municipality.

### 3. SPECIFICATIONS AND SCOPE OF WORK

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**3.1.** Tenderers are invited to supply and deliver refuse bags for a period of 36 months according to the specifications provided below;

#### **3.2. BACKGROUND**

The Municipality intends entering into a three year agreement with a separate contractor for Three Year Contract- Supply and Delivery of Refuse Bags

#### **3.3 CONTRACT OR PROJECT DURATION**

The contract period shall be **thirty six (36)** months.

#### **3.4 SCOPE OF WORK AND SPECIFICATIONS**

<b>BLACK REFUSE BAGS</b>	<b>CLEAR REFUSE BAGS</b>
Bags to be 40 micron in thickness	Bags to be 40 micron in thickness
Must be printed: 'uMlalazi Municipality on both side(s) – & : NOT FOR SALE'	Must be printed: 'uMlalazi Municipality – RECYCLING on both side(s) – & : NOT FOR SALE'
Size : 910 x 760	Size : 910 x 760
Packaging : <ul style="list-style-type: none"><li>- Packet - 20 bags per packet</li><li>- Bale - 200 bags per bale (10PKTS OF 20'S)</li></ul>	Packaging : <ul style="list-style-type: none"><li>- Packet - 20 bags per packet</li><li>- Bale - 200 bags per bale (10PKTS OF 20'S)</li></ul>

#### **3.5 DELIVERY ADDRESS**

- Eshowe – 2 Butcher Street

### 3.6 DELIVERY CONDITIONS

- (i) **Goods/service** must be supplied from a reputable supplier with a traceable references.
- (ii) Prior each delivery, the successful bidder will be required to submit a sample for approval by a responsible Municipal official.
- (iii) Municipality reserves a right to reject unacceptable standard of **Goods/service**.
- (iv) The successful bidder will be required to disclose brand name and specifications of the **Goods/service** intend to supply prior making delivery.
- (v) Successful bidder will be required to obtain written approval from the municipality prior delivering the intended **commodities**.
- (vi) The complete order is to be delivered to uMlalazi Municipality within fourteen (14) days from date of order.
- (vii) Incorrect quantities, quality or other related discrepancies should be corrected and delivered within seven (7) working days.
- (viii) All costs incurred as a result of incorrect supply should be replaced at the Supplier's cost.
- (ix) Delivery note must be signed at the time of delivery by municipal official from the end user department in the presence of SCM official where needed.
- (x) The order that is partly delivered to the municipality remain the property of the supplier until complete order is delivered.
- (xi) No part payments will be accepted, failure to complete delivery nullifies the whole contract.
- (xii) Invoice will be only be accepted once complete order has been delivered, and the municipality accept no ownership, responsibility, security, what so ever for **Goods/service** that was delivered to the municipality until the delivery is complete.

### 3.7 OBLIGATIONS / RESPONSIBILITIES AND DUTIES OF THE SUPPLIER

- 3.7.1 To maintain all qualities presented during bidding process which significantly influenced decision making in awarding this tender (disclosed manufacture shall not be changed/substituted without municipality's written consent).
- 3.7.2 Ensure that supplier's tax matters are in order for duration of the contract.
- 3.7.3 Supplier must be in good standing central supplier data base for the duration of the contract.

- 3.7.4 Deliveries must be made during normal working hours on Monday to Friday.
- 3.7.5 **The delivery hours are from 08h00 to 16h00.**
- 3.7.6 **Due to unforeseen circumstances arrangements could be made for delivery beyond or after working hours or during weekends**
- 3.7.7 It is the duty of the supplier to off-load and pack material as per instruction from the municipality.

#### 4. FORM OF OFFER

#### TENDER KZN ULM 35/25/26

#### 4.1 Black refuse bags

The Municipal Manager  
uMlalazi Municipality  
P O Box 37  
ESHOWE  
3815

Sir,

I/We \_\_\_\_\_ do hereby tender for the **THREE YEAR CONTRACT- SUPPLY AND DELIVERY OF REFUSE BAGS** as per specifications and scope of work in the tender document for an amount of:-

Item description	Unit	Quantity	Unit price	Amount per bale
<b>Supply and deliver 40 micron black refuse bags.</b>	No	1 Bale (200 refuse bags per bale)		
<b>Delivery shall be a minimum of 500 bales</b>				
<b>VAT (Applicable to vat vendor)</b>				
<b>TOTAL ( Inclusive of vat)</b>				

Total amount in words:

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The above fees include all required information or resources to complete the tender as per the specifications.

Until such time that a formal agreement is compiled and accepted, these tenders will be in conjunction with your acceptance or the persons acting on your behalf and will be a binding contract between both parties.

Upon the terms set out in the conditions of tender, I/We hereby acknowledge that:-

1. I/We have read and acquainted myself/ourselves with the terms and conditions of tender and understand the purpose thereof and agree that all such conditions shall form part of this tender;

2. This Offer may be accepted by uMlalazi Municipality by signing the Form of Acceptance within the period of validity stated in this Tender document, whereupon the Tenderer becomes the **Service Provider** in terms of this this contract.

**THE CONDITIONS OF TENDER I/WE READ AND ACCEPT**

**Signature (of person authorized to sign the tender):**

<b>Signature :</b> <i>( of person authorized to sign the tender)</i> :.....
<b>Name:</b> <i>(of signatory in capitals)</i> :.....
<b>Capacity:</b> <i>(of Signatory)</i> :.....
<b>Name of Tenderer:</b> <i>(organisation)</i> :.....
<b>Address:</b> .....
<b>Telephone number:</b> ..... <b>Fax number:</b> .....
<b>Witness Signature:</b> .....
<b>Name:</b> <i>(in capitals)</i> :.....
<b>Date:</b> .....

*[Failure of a Tender's to sign this form will invalidate the tender]*

**TENDER KZN ULM 35/25/26**

**4.2 Clear refuse bags**

The Municipal Manager  
uMlalazi Municipality  
P O Box 37  
ESHOWE  
3815

Sir,

I/We \_\_\_\_\_ do hereby tender for the **THREE YEAR CONTRACT- SUPPLY AND DELIVERY OF REFUSE BAGS** as per specifications and scope of work in the tender document for an amount of:-

<b>Item description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit price</b>	<b>Amount per bale</b>
<b>Supply and deliver 40 micron clear refuse bags.</b>	No	1 Bale (200 refuse bags per bale)		
<b>Delivery shall be a minimum of 500 bales</b>				
<b>VAT (Applicable to vat vendor)</b>				
<b>TOTAL ( Inclusive of vat)</b>				

Total amount in words:

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The above fees include all required information or resources to complete the tender as per the specifications.

Until such time that a formal agreement is compiled and accepted, these tenders will be in conjunction with your acceptance or the persons acting on your behalf and will be a binding contract between both parties.

Upon the terms set out in the conditions of tender, I/We hereby acknowledge that:-

1. I/We have read and acquainted myself/ourselves with the terms and conditions of tender and understand the purpose thereof and agree that all such conditions shall form part of this tender;

2. This Offer may be accepted by uMlalazi Municipality by signing the Form of Acceptance within the period of validity stated in this Tender document, whereupon the Tenderer becomes the **Service Provider** in terms of this this contract.

**THE CONDITIONS OF TENDER I/WE READ AND ACCEPT**

**Signature (of person authorized to sign the tender):**

<b>Signature :</b> <i>( of person authorized to sign the tender)</i> :.....
<b>Name:</b> <i>(of signatory in capitals)</i> :.....
<b>Capacity:</b> <i>(of Signatory)</i> :.....
<b>Name of Tenderer:</b> <i>(organisation)</i> :.....
<b>Address:</b> .....
<b>Telephone number:</b> ..... <b>Fax number:</b> .....
<b>Witness Signature:</b> .....
<b>Name:</b> <i>(in capitals)</i> :.....
<b>Date:</b> .....

*[Failure of a Tender's to sign this form will invalidate the tender]*

**5. FORM OF ACCEPTANCE**

**Contract No: KZN ULM 35/25/26**

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderers Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract data. Acceptance of the Tender's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

**Signature** : \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Name (in capitals)** : **MR NN SHANDU**

**Capacity** : **MUNICIPAL MANAGER**

**Name of Employer** : **uMLALAZI MUNICIPALITY**

**Address** : **P.O BOX 37**  
**ESHOWE**  
**3815**

**Witness Signature** : \_\_\_\_\_

**Name (in capitals)** : \_\_\_\_\_

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

**6. FORMS TO BE COMPLETED BY THE TENDERER**

**COMPULSORY DOCUMENTATION**

**A. PROOF OF PURCHASE OF TENDER DOCUMENT**

**ATTACH RECIEPT TO THIS PAGE**

(Applicable to purchased tender documents only)

**SIGNED ON BEHALF OF TENDERER** : .....

**B. 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 Services (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement, bidders are required to complete in full, the attached form TCC 001. 'Application for Tax Clearance Certificate' 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. 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. The original Tax Clearance Certificate must be submitted together with bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance will not be acceptable.
4. In bids where Consortia/Joint Ventures/ Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” forms are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
6. Applications for the Tax Clearance Certificate 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)

**SIGNED ON BEHALF OF TENDERER: .....**

**C. COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION CERTIFICATES & ID DOCUMENTS OF ALL DIRECTORS.**

*[NOTE: Registration Certificates for Companies, Close Corporations and Partnerships, or JV Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors must be attached here. Tenderers must include certified ID copies of all directors, members and partners]*

**In addition to the above, the tenderer must insert here certified copy of identity documents of all directors**

**ATTACH PROOF TO THIS PAGE**

**SIGNED ON BEHALF OF TENDERER: .....**

**D. PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION**

*NOTE: attach full summary of CSD report*

**ATTACH PROOF TO THIS PAGE**

**SIGNED ON BEHALF OF TENDERER: .....**

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**E. RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE**

In terms of Clause 38 of the Supply Chain Management Policy the uMlalazi Municipality reserves the right to reject any tender if any municipal rates and tariffs or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than 3 (three) months.

Tenderers are required to submit proof of payment of municipal rates and tariffs for the municipality in which the business is situated/ located.

This serves to confirm that my **company's municipal rates and taxes are paid up to date and the following is attached:**

1. An copy of the most recent municipal statement not older than 3 months, indicating the status of payment of all municipal accounts and taxes, electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business is situated or;
2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide copy of lease agreement and a recent statement from its landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date or;
3. In a case where the Service Provider cannot supply any of the above. The person would have to obtain a Rate Clearance Certificate from the Municipality that the person resides in. Service Provider would need a certified copy of the ID of all Directors and a certified copy of the company's CK Tendering, to obtain a certificate ; or
4. Tenders who are **not** registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councillor, but only if the residence is the same address as the business address; and

**Attach proof to this page in terms of the above**

**SIGNED ON BEHALF OF TENDERER: .....**

**F. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- 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 To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ

of state.

## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 3.1. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

The specific goals will be applied in in terms of section 2(1)(a)(i) of the municipal supply chain policy to advance targeted groups as follows:

- Youth
- Women
- People living with disabilities
- Local businesses & SMME's

<b>5.2.1 SUMMARY TABLE FOR CALCULATION OF PRERERENTIAL POINTS FOR SPECIFIC GOALS</b>				
			<R50 Million	>R50 Million
<b>NO.</b>	<b>Categories</b>	<b>Weight</b>	<b>80 20</b>	<b>90 10</b>
<b>1</b>	Ownership Goals	50%	10	5
<b>2</b>	Empowerment Goals	20%	4	2
<b>3</b>	Reconstruction & Development Programme Goals	20%	4	2
<b>4</b>	Other Goals (Specify)	10%	2	1
		<b>100%</b>	<b>20</b>	<b>10</b>

### 5.2.2 SPECIFIC GOAL NO.1-OWNERSHIP CATEGORY

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	<b>Ownership Categories :</b>				
<b>1</b>	<b>EME and QSE</b>				
	1. an EME or QSE which is at least 100% owned by black people;	100%	10	5	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	60%	6	3	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	20%	2	1	Sworn Affidavit - QSE/EME General
<b>2</b>	<b>Broad Based Black Economic Empowerment :</b>				
	BBBEE Level 1	100%	10	5	BBBEE Certificate
	BBBEE Level 2	60%	6	3	BBBEE Certificate
	BBBEE Level 3 & Below	20%	2	1	BBBEE Certificate
<b>3</b>	<b>Ownership %</b>				
<b>a)</b>	<b>Women Ownership(*Must be South African)</b>				
	ownership - 100% : Black ( Youth , Women , Disabled People ,Military Veterans)	100%	10	5	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	ownership - > 51% : Black ( Youth , Women , Disabled People ,Military Veterans)	80%	8	4	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	ownership - 25% - 50% : Black ( Youth , Women , Disabled People ,Military Veterans)	40%	4	2	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	ownership - 100% : White ( Youth , Women , Disabled People ,Military Veterans)	20%	2	1	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
<b>b)</b>	<b>Men Ownership(*Must be South African)</b>				
	Men ownership - 100% : Black ( Youth , Men , Disabled People ,Military Veterans)	80%	8	4	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	Men ownership - > 51% : Black ( Youth , Men , Disabled People ,Military Veterans)	40%	4	2	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	Men ownership - 25% - 50% : Black ( Youth , Men , Disabled People ,Military Veterans)	20%	2	1	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
<b>4</b>	<b>Youth Development : (Below 35 Years )</b>				
	Youth ownership - 100% : Black	100%	10	5	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	Youth ownership - > 51% : Black	80%	8	4	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	Youth ownership - 25% - 50% : Black	40%	4	2	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	Youth ownership - 100% : White	20%	2	1	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate

### 5.2.3 SPECIFIC GOAL NO.2 –EMPOWERMENT CATEGORY

#	Specific Goal(s)	Weight	80 20	90 10	Verification
	<b>Sub-Contracting :</b>				
<b>1</b>	<b>EME and QSE</b>				
	1. an EME or QSE which is at least 100% owned by black people;	100%	4	2	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	50%	2	1	Sworn Affidavit - QSE/EME General

	3. an EME or QSE which is at 25% - 50% owned by black people;	25%	1	0,5	Sworn Affidavit - QSE/EME General
<b>2</b>	<b>Local Economic Development Sub-Contracting (10%-30%) and 40 % where it is technically possible and subject to pre-approval.</b>				
	1. Enterprise 100% owned by Youth	100%	4	2	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	1. Enterprise 100% owned by Disabled People	100%	4	2	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	1. Enterprise 100% owned by Women	100%	4	2	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	2. Enterprise owned by Black People with CIDB Grading 4 or Less	100%	4	2	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	3. Enterprise 100% owned by Military Veteran	100%	4	2	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	3. Enterprise owned by Black Men with at least 51%	50%	2	1	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate

### 5.2.4 SPECIFIC GOAL NO 3- RDP CATEGORY

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	<b>Reconstruction and Development :</b>				
<b>1</b>	<b>Promotion of Local Business(s)</b>				
	1. Enterprise Located within the uMlalazi Local Municipality	100%	4	2	Utilities : Directors or Co.  Affidavit   Existing Lease Agreement /councilor or Induna letters
	2. Enterprise Located within the King Cetshwayo District Municipality	50%	2	1	Utilities : Directors or Co.  Affidavit   Existing Lease Agreement
	2. Enterprise Located within the Province	25%	1	0,5	Utilities : Directors or Co.  Affidavit   Existing Lease Agreement
<b>2</b>	<b>SMME Development (EME and QSE)</b>				
	1. an EME or QSE which is at least 100% owned by black people;	100%	4	2	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	50%	2	1	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	25%	1	0,5	Sworn Affidavit - QSE/EME General
<b>3.</b>	<b>Job Creation and Community upliftment</b>				
	1. Community upliftment project (e.g. housing , schools ,infra donations etc.) equal to at least 0.5% of project Value	100%	4	2	Bidder to propose
<b>4</b>	2. Creation of Jobs /Labour intensive activities	100%	4	2	Bidder to propose

### SPECIFIC GOAL NO 4 – OTHER GOALS

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	<b>Other Categories :</b>				
<b>1</b>	<b>Combination of any other goals</b>				
	User departments may combine any specific goals under categories 1,2 and 3 above in a manner that will help evaluate and apply preference points to the tender	100%	2	1	--Relevant Verification Documentation--

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	N/A		N/A	
<b>Ownership Goals: # 1</b> <ul style="list-style-type: none"> <li>• an EME or QSE which is at least 100% owned by black people</li> </ul>		<b>10</b>		
<b>Reconstruction &amp; Development Programme (RDP) Goals: Promotion of Local Business # 1</b> <ul style="list-style-type: none"> <li>• Enterprise Located within uMlalazi Municipality</li> <li>• Enterprise Located within District Municipality</li> </ul>		<b>4</b>		
<b>Reconstruction &amp; Development Programme (RDP) Goals: SMME Development (EME and QSE) #2</b> <ul style="list-style-type: none"> <li>• an EME or QSE which is at least 100% owned by black people</li> </ul>		<b>4</b>		
<b>Other Goals: Combination of other goals: #1</b> <ul style="list-style-type: none"> <li>• an EME or QSE that is 100% owned by : Black ( Youth , Women , Disabled People ,Military Veterans), residing within uMlalazi Municipality</li> </ul>		<b>2</b>		
<b>TOTAL</b>		<b>20</b>		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

- Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have-
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p> <p><b>SURNAME AND NAME:</b>.....</p> <p><b>DATE:</b>.....</p> <p><b>ADDRESS:</b>.....</p> <p>.....</p> <p>.....</p>
--

**G. ATTACH DOCUMENTS VERIFICATION OF PREFERENTIAL PROCUREMENT POINTS FOR SPECIFIC GOALS**

The bidder to attach documents required for verification of specific goals indicated on **table 1** of the preferential procurement points for specific goals (form MBD 6.)

**SIGNED ON BEHALF OF TENDERER:** .....

## H. DECLARATION OF INTEREST

**MBD 4**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

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

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

1“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state?

**YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

**YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document?

**YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

2.9.1 If so, furnish particulars:

.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

2.10.1. If so, furnish particulars:

.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.11.1. If so, furnish particulars:

.....  
.....  
.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Peral Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....  
 CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT, AND THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED.

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

.....  
 Signature Date

.....  
 Position Name of bidder

## I. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

- 1 This Standard Bidding Document must form part of all bids invited. V
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <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)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## J. 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:

**uMlalazi Municipality**

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of \_\_\_\_\_ that:

---

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market

allocation)

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position Name of Bidder

References

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

<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.

<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.

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**K. CERTIFICATE OF AUTHORITY TO SIGN DOCUMENTS**

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The Municipal Manager  
uMlalazi Municipality  
P O Box 37  
ESHOWE  
3815

**AFFIDAVIT**

I \_\_\_\_\_ the undersigned hereby declare that by resolution  
dated \_\_\_\_\_ I am authorized to sign these documents on behalf of  
\_\_\_\_\_

**SIGNED AT .....THIS.....DAY OF..... 2025**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**TENDERER**

**L. 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 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 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.

.....  
.....  
.....

3 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. 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 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.

Name of Bidder: .....

Position: .....

Date: .....

Signature: .....

**M. 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 considered in this tender offer.

No.	Date	Title or Details
1		
2		
3		
4		
5		

**Compulsory Note:**

1. Addendum issued by Municipality comes part of this bid and it is compulsory to every bidder to submit it with the bid.
2. If the bidder did not receive addendum through the email address provided in the briefing attendance register on the date agreed, it is the responsibility of the bidder to send an email in the email address provided in this document to request the said addendum.

NAME: ..... POSITION: .....

SIGNATURE: ..... DATE: .....

(of person authorised to sign on behalf of the Tenderer)

**N. AMENDMENTS OR QUALIFICATIONS BY TENDERER**

<b>PAGE</b>	<b>DESCRIPTION</b>

If the tenderer does not wish to make any amendments to the tender documents nor any qualifications to his/her tender, the above space shall be crossed out and the words "NIL" written above the line.

**NB:** An amendment must leave the original document substantially intact.

**SIGNED ON BEHALF OF TENDERER:** .....

## 7. FUNCTIONALITY

**Note: the bidder must achieve minimum of 70% (35 Points) in functionality.** The Table below reflects **evaluation functionality components** and the overall weighting on each **Criteria component** of the functionality are as follows:

<b>1. BIDDER'S PREVIOUS EXPERIENCE</b>			
The bidder to demonstrate comprehensive proven experience on previously completed similar projects.			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
<b>Excellent</b> (Points = 15)	Three (3) or more completed similar projects.	<b>15</b>	Attach appointment letters and positive referral letters from previous Clients for each project in the form provided below.
<b>Good</b> (Points = 10)	Two (2) completed similar projects.		
<b>Satisfactory</b> (Points = 5)	One (1) completed similar project.		
<b>2. MANUFACTURER OF REFUSE BAGS</b>			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
<b>Very good</b> (Points = 20)	Bidder who owns production company.	<b>20</b>	Attach declaration letter for manufacturing refuse bags with details of factory (including address and contact details)
<b>Good</b> (Points = 15)	Bidder who has an agreement with the production company		Attach confirmation letter or agreement with a manufacturer with details of factory (including address and contact details)
<b>3. PLANT AND EQUIPMENT</b>			
<b>Good</b> (Points = 10)	Bidder who owns a 4-ton truck or 1 ton bakkie for supply and delivery of bags	<b>10</b>	Attach logbook for 4 ton truck reflecting the details of the company
<b>Very good</b> (Points = 5)	Bidder who will provide a confirmation of lease a 4-ton truck or 1 ton bakkie for supply and delivery of bags		Attach logbook for 4 ton truck and lease agreement, reflecting the details of the company
<b>4. LOCALITY ( Business Location)</b>			
The Bidder must indicate and submit proof of operating office/ workshop as applicable proximity.			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
<b>Very good</b> (Points = 5)	Bidder operating within KZN Province	<b>5</b>	Proof of Business address (conforming to municipal rates certificate).
<b>OVERALL TOTAL</b>		<b>50</b>	

## 7.1 EXPERIENCE OF THE BIDDER AS PER PROJECTS SUBMITTED

**Assessment of bidder’s previous performance by independent reference: Tender No: KZN UML 01/25/26**  
 This must be sent by bidder to the reference listed in the experience of tenderer schedule. All assessment forms must be attached with the tender submission **accompanied with appointment letters.**

<b>Name of Bidder</b>	
<b>Completed Contract / Project Name</b>	
<b>Contract No</b>	
<b>Commencement Date</b>	
<b>Contract Duration</b>	
<b>Contract Completion Date</b>	

Your assessment of the Contractor’s performance in the following areas: Please tick one of the blocks on the right hand side 1 = very poor, 2 = Poor, 3= Fair, 4 = Good, 5= Excellent	<b>Performance Rating</b>				
	1	2	3	4	5
Quality of Refuse Bags delivered					
Delivery Time frame					
Competence of service provider					
Co-operation during contract					
Quality of goods					
Any other remarks considered necessary to assist in evaluation of the contract ..... ..... .....					
<b>Name of person completing this assessment form</b>					
<b>Representing Firm</b>					
<b>Telephone Number</b>					
<b>Email Address</b>					
<b>Date of Assessment</b>					

I hereby declare that information completed above is true and correct and I understanding that I will be held responsible for any misrepresentation.

**Client Signature:**.....

Note: the evaluation schedule/project will not be considered if provided details are not traceable. **Bidders to make extra copies, or request additional copies via email provided.**

Official Company Stamp of  
company giving reference:

**SIGNED OF TENDERER:** .....

## EXPERIENCE OF THE BIDDER AS PER PROJECTS SUBMITTED

**Assessment of bidder's previous performance by independent reference: Tender No: KZN UML 01/25/26**

This must be sent by bidder to the reference listed in the experience of tenderer schedule. All assessment forms must be attached with the tender submission **accompanied with appointment letters.**

<b>Name of Bidder</b>	
<b>Completed Contract / Project Name</b>	6
<b>Contract No</b>	
<b>Commencement Date</b>	
<b>Contract Duration</b>	
<b>Contract Completion Date</b>	

Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right hand side 1 = very poor, 2 = Poor, 3= Fair, 4 = Good, 5= Excellent	Performance Rating				
	1	2	3	4	5
Quality of Refuse Bags delivered					
Delivery Time frame					
Competence of service provider					
Co-operation during contract					
Quality of goods					
Any other remarks considered necessary to assist in evaluation of the contract ..... ..... .....					
<b>Name of person completing this assessment form</b>					
<b>Representing Firm</b>					
<b>Telephone Number</b>					
<b>Email Address</b>					
<b>Date of Assessment</b>					

I hereby declare that information completed above is true and correct and I understanding that I will be held responsible for any misrepresentation.

**Client Signature:**.....

Note: the evaluation schedule/project will not be considered if provided details are not traceable. **Bidders to make extra copies, or request additional copies via email provided.**

Official Company Stamp of company giving reference:
--

**SIGNED OF TENDERER:** .....

## EXPERIENCE OF THE BIDDER AS PER PROJECTS SUBMITTED

**Assessment of bidder's previous performance by independent reference: Tender No: KZN UML 23/24/25**

This must be sent by bidder to the reference listed in the experience of tenderer schedule. All assessment forms must be attached with the tender submission **accompanied with appointment letters.**

<b>Name of Bidder</b>	
<b>Completed Contract / Project Name</b>	
<b>Contract No</b>	
<b>Commencement Date</b>	
<b>Contract Duration</b>	
<b>Contract Completion Date</b>	

Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right hand side 1 = very poor, 2 = Poor, 3= Fair, 4 = Good, 5= Excellent	Performance Rating				
	1	2	3	4	5
Quality of Refuse Bags delivered					
Delivery Time frame					
Competence of service provider					
Co-operation during contract					
Quality of goods					
Any other remarks considered necessary to assist in evaluation of the contract ..... ..... .....					
<b>Name of person completing this assessment form</b>					
<b>Representing Firm</b>					
<b>Telephone Number</b>					
<b>Email Address</b>					
<b>Date of Assessment</b>					

I hereby declare that information completed above is true and correct and I understanding that I will be held responsible for any misrepresentation.

**Client Signature:**.....

Note: the evaluation schedule/project will not be considered if provided details are not traceable. **Bidders to make extra copies, or request additional copies via email provided.**

Official Company Stamp of company giving reference:

**SIGNED OF TENDERER:** .....

**7.2 EXPERIENCE OF THE BIDDER AS PER PREVIOUS WORK UNDERTAKEN**

Bidder to attach company profile and proof of any previous work undertaken by in past 5 years (copy of previous orders or appointment letter and referral letters)

**SIGNED ON BEHALF OF TENDERER: .....**

### **7.3 MANUFACTURER OF REFUSE BAGS**

Attach declaration letter for manufacturing refuse bags with details of factory (including address and contact details)

**SIGNED ON BEHALF OF TENDERER:** .....

#### **7.4. PROOF OF PLANT AND EQUIPMENT**

Attach logbook for 4 ton truck reflecting the details of the company/ Attach confirmation letter or agreement with a manufacturer with details of factory (including address and contact details)

**SIGNED ON BEHALF OF TENDERER:** .....

**7.5 LOCALITY**

Proof of Business address (conforming to municipal rates certificate and CSD).

**SIGNED ON BEHALF OF TENDERER:** .....

**8. DRAFT SERVICE LEVEL AGREEMENT**



**uMLALAZI MUNICIPALITY**

**AMAHHOVISI KAMASIPALA: MUNICIPAL OFFICES  
MUNISIPALE KANTORE**

Hutchinson Street, (cnr of Hutchinson and Osborne), Eshowe, Kwazulu-Natal, 3815

**Tel:** +27 (35) 473 3474 | **Fax:** +27 (35) 474 4733

**Website:** [www.umlalazi.gov.za](http://www.umlalazi.gov.za)

**SERVICE LEVEL AGREEMENT**

Made and entered into by and between

**THE uMLALAZI MUNICIPALITY**

(Hereinafter referred to as “the Council”)

And

**XXXXXXXXXXXXXXXXXXXX**

---

(Hereinafter referred to as “the Supplier”)

# **CONTRACT**

Contract, agreement made and entered into by and between uMlalazi Municipality,  
herein represented by:

**The Municipal Manager  
Mr. NN SHANDU**

(Duly authorized, hereto by resolution dated 18 December 2000 and herein after referred to as “**the Council**”)

And

**XXXXXXXXXXXX**

Duly incorporated in accordance with the laws of South Africa, with limited liability, herein represented by **XXXXXXXXXXXX: ID XXXXXX – REPRESENTATIVE**

(Herein after referred to as (“**the Supplier**”))

**1. Whereas the Council awarded the supplier for:- SUPPLY DELIVERY AND OFFLOAD OF REFUSE BAGS**

## **2. PERIOD OF AGREEMENT**

The appointment of the Service Provider is for the period of **thirsty six (36) months**

### **2.1. COMMENCEMENT DATE**

The contract shall commence from **19 September 2022.**

### **2.2. CONTRACT EXPIRY DATE**

Unless terminated under one of the other clauses, the appointment shall be completed at the expiry of the contract period which is **19 September 2025**

## **3. SCOPE OF WORK**

The service provider will supply and deliver the following goods to uMlalazi Municipality as per the specifications, and quantities outlined below:-

## CLEAR REFUSE BAGS

1. BAGS TO BE 40 MICRON,
2. REFUSE BAGS MUST BE PRINTED:
  - “RECYCLING UMLALAZI - NOT FOR SALE”
3. SIZE 910X760
4. PACKED IN 20’S PER PACKET
5. 200 BAGS PER BALE (10PKTS OF 20’S)

### 4. PAYMENT

4.1.1. The Supplier shall be paid minimum of the following amounts in terms of the contract:

Quantity	Description	Unit Price	Total
200 bags per Bale	<b>SUPPLY AND DELIVERY OF :-</b>	<b>R 1.30</b>	<b>R 260.00</b>
	<b>BLACK 40 MICRONS REFUSE BAGS</b>		
		<b>Sub Total</b>	<b>R 260.00</b>
		<b>15% VAT</b>	<b>R 39.00</b>
		<b>Total</b>	<b>R 299.00</b>

### 4.1.2. INVOICE

- i. Payment will be made monthly by the uMlalazi Council to the Supplier, which payment will be made via electronic transfer of funds to the Contractor’s financial institution subject receipt of a valid tax invoice.
- ii. Valid tax invoice must be submitted immediately after delivery and payment shall be made in 30 days after date of invoice.
- iii. The supplier is obliged to attach signed delivery note by duly authorised municipal official.
- iv. In the event that the Municipality is not satisfied with the performance of the Service Provider, the Municipality shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the Service Provider to rectify such performance.
- v. In the event of the entire amount or a portion of the invoice being disputed by the Municipality, only that portion in dispute shall be withheld from payment, until the dispute

is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.

- vi. The Service Provider shall immediately give notice of any circumstances preventing it from completing its obligations in terms of the contract.

## **5. CONDITIONS OF THIS CONTRACT**

5.1. **Supplier** shall deliver within **14 calendar days** from the date of request from the municipality

5.2. **Supplier** is expected to comply with all Legislative prescripts with regards to the Labour Laws and Occupational Health and Safety.

5.3. **Supplier** will familiarize itself with the policies and procedures of Umlalazi Municipality and adhere to the same.

5.4. The complete order is to be delivered to Umlalazi Municipality from time to time when required.

5.5. Refuse Bags must be supplied from a reputable supplier with a traceable references and always conform to sample submitted with the bid.

5.6. Supplier will be required to obtain written approval from the municipality prior delivering the intended refuse bags.

5.7. Municipality reserves a right to reject unacceptable standard of refuse bags.

5.8. Incorrect quantities, quality of material and other related discrepancies should be corrected and delivered within seven (7) working days and all costs incurred as a result of incorrect supply should be replaced at the Supplier's cost.

## **6. TERMINATION OF CONTRACT**

6.1. This agreement may be terminated by either party by way of 1 (one) month's written notice being given by one party to the other.

6.2. Municipality may terminate this contract where there is evidence of poor performance and the supplier failed to rectify within **five (5)** working days.

## **7. PENALTY**

Subject to **Clause 3 and 5**, if the contractor fails to deliver any or all of the scope of service, a penalty, an amount of **R500 per calendar day** of the delay until actual delivery or performance or instruction is complied with. The Municipality may also consider applying termination clause of the contract if deemed necessary.

**8. DOMICILIUM CITANDI ET EXECUTANDI**

The parties hereto choose as their domicilia citandi et executandi for purposes of this agreement, any notices given in terms hereof or any actions instituted arising here from the following:-

**(i) Council**

**(ii) The Supplier**

uMlalazi Local Municipality	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Corner of Osborn and Hutchinson Street	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Eshowe	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
3815	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Contact Details : Tel : 035 473 3300 / Fax : 035 474 4733 E-mail :	<b>Contact details :</b> <b>Tel : XXXXXXXXX</b> <b>Fax : XXXXXXXXX</b> <b>E-mail :</b>

8.1. A Party may change its *domicilium* to other physical address, its email address or any other provided contact details by written notice to the other Parties to that effect. Such change will be effective 7 (seven) days after receipt of notice thereof.

8.1.1. All notices to be given in terms of this agreement will be given in writing in the English language; and be delivered by hand, email or pre-paid postage in a letter addressed to the *domicilium citandi* of the addressee or sent by telefax to the telefax number of the addressee set out in this contract.

8.2. Any notice so given –

8.2.1. if hand delivered before 16h00 on a business day, will rebuttably be presumed to have been received on the day of delivery. Any notice hand delivered after 16h00 on a business day, or on a day which is not a business day, will rebuttably be presumed to have been received on the immediately following business day;

8.2.2. If sent by email, will rebuttably be presumed to have been received **1 (one) days** after it has been emailed, pre-paid postage will rebuttably be presumed to have been received within 7 Calendar days.

8.2.3. Any notice written in the English language which is actually received by the Party to whom the written notice is addressed will be deemed to have been properly given and received,

notwithstanding that such written notice has not been given in accordance with the other provisions of this clause.

**The Council (uMlalazi Municipality)**

Thus done and signed by \_\_\_\_\_ at \_\_\_\_\_ on this

the \_\_\_\_\_ day of \_\_\_\_\_ 2022, in the presence of the undersigned witnesses

**DULY AUTHORIZED REPRESENTATIVE**

SIGNATURE .....

[MUNICIPAL MANAGER]

As witnesses: - For: [uMLALAZI MUNICIPALITY]

1. NAME..... SIGNATURE .....

2. NAME..... SIGNATURE .....

**The Supplier (Service provider)**

Thus done and signed by \_\_\_\_\_ at \_\_\_\_\_ on this the

\_\_\_\_\_ Day of \_\_\_\_\_ 2022, in the presence of the undersigned witnesses

**DULY AUTHORIZED REPRESENTATIVE**

SIGNATURE .....

[DIRECTOR] – **XXXXXXXXXXXXXXXXXXXX**

As witnesses: - For: **(XXXXXXXXXXXXXXXXXXXX)**

1. NAME..... SIGNATURE .....

**2. NAME.....**

**SIGNATURE .....**

**ANNEXURES**

1. APPOINTMENT LETTER
2. FORM OF OFFER