



uMLALAZI MUNICIPALITY

TENDER NO. : KZN ULM 15/24/25

TENDER DOCUMENT FOR:

THREE YEAR CONTRACT –SUPPLY OF HOT MIX ASPHALT AD HOC

CLOSING DATE: 05 MAY 2025 AT 12:00

COMPILED BY: Engineering Department P O BOX 37 Butcher Street, 3815	SCM OFFICES ADDRESS KV Challenor Street (Industrial Areas) ESHOWE, 3815
Technical Related Queries Contact Person: Mbuso Dlamini Tel N ^o : +27 35 473 3300 (Ext – 3411) Email: mbusod@umlalazi.gov.za	SCM Related Queries Contact Person: Sanele Duma Tel N ^o : +27 35 473 3300 (Ext - 3457) Email: saneled@umlalazi.gov.za

SERVICE PROVIDER'S DETAILS:

NAME OF SERVICE PROVIDER	
CONTACT PERSON	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
PHYSICAL ADDRESS	
POSTAL ADDRESS	

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1. NOTICE



UMLALAZI MUNICIPALITY

MISSION 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	COMPULSORY BRIEFING SESSION DETAILS	CLOSING DATE AND TIME	FUNCTIONALITY
Three year contract – Supply of hot mix asphalt ad hoc	KZN ULM 15/24/25	17 April 2025 at 11 KV Challenor Street, Eshowe at 10h00	05 May 2025 at 11 KV Challenor Street, Eshowe at 12h00	• Experience of the bidder = 20 • Plant and Equipment=30 • Quality Control and Assurance= 10 • Locality = 15

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 Buildings, KV Challenor Street, Eshowe by no later than 12h00 on the above stipulated dates.

These tenders 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

Specific Goals: -

NO.	Categories	Weight	80 20
1.	Ownership Goals: • an EME or QSE which is at least 100% owned by black people • an EME or QSE which is at least 51% owned by black people • an EME or QSE which is at 25% - 50% owned by black people	100% 60% 20%	10 6 2
2.	Reconstruction & Development Programme Goals: • Enterprise Located within uMlalazi Municipality • Enterprise Located within District Municipality = 2 • Enterprise Located within the Province = 1	100% 50% 25%	4 2 1
3.	SMME Development (EME and QSE): • an EME or QSE which is at least 100% owned by black people	100% 50%	4 2

	• an EME or QSE which is at least 51% owned by black people • an EME or QSE which is at 25% - 50% owned by black people	25%	1
4.	Combination of other goals: • an EME or QSE that is 100% owned by : Black (Youth , Women , Disabled People ,Military Veterans), residing within uMlalazi Municipality	100%	2
		100%	20

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 07 April 2025 up to 16 April 2025 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.**

Compulsory briefing session: Prospective tenderers must ensure that they are present at the briefing session at the stipulated time. Only 15 minutes lenience will be permitted where after further participation will be prohibited.

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. For further information or clarities contact Mr. Mbuso Dlamini on 035 473 3300 during normal office hours.

MR. N.N. SHANDU
MUNICIPAL MANAGER
 Notice Number: 39/24/25

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

2.1 RETURN OF DOCUMENT

The completed and signed set of Tender Documents shall be sealed in an envelope endorsed “**THREE YEARS CONTRACT - SUPPLY AND DELIVERY OF HOT MIX ASPHALT AD HOC**” 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.

2.2 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 (Applicable to purchased documents only) Compulsory	Compulsory
B.	Proof of attendance to Compulsory Briefing session	Compulsory
C.	Valid tax clearance certificate (original) valid as at date of tender closing	Compulsory
D.	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
E.	Proof of registration with CSD	Compulsory
F.	Rates Clearance Certificate	Compulsory
G.	Preferential Procurement Points claim from in terms of the preferential procurement regulations 2022	Compulsory
H.	Verification documents for Preferential Procurement Points for specific goals (refer to MBD 6.1)	Further evaluation
I.	Declaration of interest	Compulsory
J.	Declaration of Bidders past Supply Chain Management practices	Compulsory
K.	Certificate of Independent Bid Determination	Compulsory
L.	Certificate of authority to sign documents	Compulsory
M.	Manufacturer's valid atmospheric emission license issued by relevant municipality or letter of commitment from manufacturer.	Compulsory
N.	Record of addenda to tender document	Compulsory
O.	Amendments or qualifications by the tenderer if applicable	Compulsory

2.7. Method of Evaluation

- a) Compulsory returnable documents.
- b) Functionality
- c) 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 217km² 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 immediately upon delivery of service 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 disclose 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 with the Municipality.

3. SPECIFICATIONS AND SCOPE OF WORK

1. BACKGROUND

- 1.1 The Municipality seeks to appoint a credible supplier on a three year contract to provide the service of supply, delivery and offloading of hot mix asphalt for roads maintenance.
- 1.2 The contract period shall be **thirty six (36)** months, read together with the other relevant clauses in the service level agreement.

2. SCOPE OF WORK AND SPECIFICATIONS.

Hot Mix Asphalt – The hot mix asphalt must be supplied from about 100Km radius from Eshowe town to avoid cooling of the product.

HOT MIX SPECIFICATIONS FEATURES: PRODUCT:

Medium mix asphalt

2.2. Measurement of service

- 2.2.1 The municipality will generate and issue works order based on **accepted unit prices** as per price scheduled incorporated in the form of offer.
- 2.2.2 Amount of materials to be delivered per financial year will be determined by the municipality from time to time based on the available budget and need.
- 2.2.3 The municipality will raise works orders as in when required during period of this contract
- 2.2.4 The works order will indicate material type, quantity and amount of work to be provided at that particular point in time.

3. OBLIGATIONS OF SUPPLIER

- 3.1. To supply a material from a reputable manufacturer/supplier holding a valid operating license of asphalt mix plant
- 3.2. 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)
- 3.2 Ensure that supplier's tax matters are in order for duration of the contract
- 3.3. Supplier must be in good standing central supplier data base for the duration of the contract

4. DELIVERY ADDRESS

The delivery to be made at Municipality's workshops at the following two address:

- (i) KV Challenor road (industrial Area) Eshowe and;
- (ii) Valley Drive Mthunzini Sub burb

5. **DUTIES OF THE SUPPLIER**

The duties of the Supplier are as follows:-

- 5.1 The supplier agrees to deliver asphalt product in terms of this contract.
- 5.2 Deliveries must be made during normal working hours on Monday to Friday. **The delivery hours are from 08h00 to 14h00.**
- 5.3 It is the duty of the supplier to off-load and pack material as per instruction from the municipality

6. **DELIVERY CONDITIONS**

- 6.1 **Goods/service** must be supplied from a reputable supplier with a traceable references
- 6.2 The successful bidder will be required to disclose brand name and specifications of the **Goods/service** intend to supply prior making delivery
- 6.3 Successful bidder will be required to obtain written approval from the municipality prior delivering the intended **commodities**.
- 6.4 Municipality reserves a right to reject unacceptable standard of **Goods/service**
- 6.5 The complete order is to be delivered to uMlalazi Municipality within **five (5) days** from date of order
- 6.6 Incorrect quantities, quality or other related discrepancies should be corrected and delivered within **two (2) working days**
- 6.7 All costs incurred as a result of incorrect supply should be replaced at the Supplier's cost.
- 6.8 Weigh bridge tickets are mandatory where bulk products are measured in mass
- 6.9 Delivery must be made in 10m3 tipper truck to allow offloading space, bigger/ long trucks will not be able to reach municipal premises where materials are to be off-loaded.
- 6.10 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.
- 6.11 The order that is partly delivered to the municipality remain the property of the supplier until complete order is delivered.
- 6.12 No part payments will be accepted, failure to complete delivery nullifies the whole contract.
- 6.13 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.

7. **OBLIGATIONS / RESPONSIBILITIES AND DUTIES OF THE SUPPLIER**

- 7.1 To supply a material from a reputable supplier holding a valid operating license of asphalt mix plant.

- 7.2 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).
- 7.3 Ensure that supplier's tax matters are in order for duration of the contract.
- 7.4 Supplier must be in good standing central supplier data base for the duration of the contract.
- 7.5 It is the duty of the supplier to off-load and pack material as per instruction from the municipality.

8. FORM OF OFFER

TENDER KZN ULM 15/24/25

The Municipal Manager
uMlalazi Municipality
P O Box 37
ESHOWE
3815

Sir,

I/We _____ do hereby tender for the **three year contract – supply of hot mix asphalt ad hoc** as per specifications, scope of work and contract agreement incorporated in the tender document for an amount of:-

NB: Quantity of each supply will be subject to municipal request on each occasion

Item No	Item Description	Unit of measure	Estimated Quantities per Annum	Unit price	Total Amount
2	Hot Mix Asphalt				
2.1	Hot Mix – Medium mix asphalt/ Fine mix asphalt (excluding delivery)	Ton	100		
SUB-TOTAL					
VAT (15%) ONLY VAT VENDOR					
TOTAL					

Amount in words for Total of Hot mix:

THE CONDITIONS OF TENDER I/WE READ AND ACCEPT

Signature (of person authorized to sign the tender):

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

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

5. FORM OF ACCEPTANCE

Contract No: KZN ULM 15/24/25

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

SIGNED ON BEHALF OF TENDERER :

B. CERTIFICATE OF ATTENDANCE OF COMPULSORY BRIEFING SESSION

PROJECT NAME: THREE YEARS CONTRACT - SUPPLY OF HOT MIX ASPHALT AD HOC

(Please print)

It is hereby CERTIFIED that I, *(name)*

in my capacity as.....and a duly authorized

representative of..... *(the TENDERER)*

of *(address)*.....

in the company of.....*(the Municipality)*

attended the official briefing session on*(date)*

for and on behalf of the above-named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above-named Engineer or Municipal official.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity:Date and Time:

Municipality Date Stamp

C. 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
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

SIGNED ON BEHALF OF TENDERER:

D 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:

E PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

***NOTE:** attach full summary of CSD report*

ATTACH PROOF TO THIS PAGE

SIGNED ON BEHALF OF TENDERER:

F. 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:

G. 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

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

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

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

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—
- 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
 - 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

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

5.2.2 SPECIFIC GOAL NO.1-OWNERSHIP CATEGORY

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	Ownership Categories :				
1	EME and QSE				
	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
2	Broad Based Black Economic Empowerment :				
	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
3	Ownership %				
a)	Women Ownership(*Must be South African)				
	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)	Men Ownership(*Must be South African)				
	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
4	Youth Development : (Below 35 Years)				
	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
	Sub-Contracting :				
1	EME and QSE				
	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
2	Local Economic Development Sub-Contracting (10%-30%) and 40 % where it is technically possible and subject to pre-approval.				
	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
	Reconstruction and Development :				
1	Promotion of Local Business(s)				
	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
2	SMME Development (EME and QSE)				
	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
3.	Job Creation and Community upliftment				
	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
4	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
	Other Categories :				
1	Combination of any other goals				
	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	
Ownership Goals: # 1 - an EME or QSE which is at least 100% owned by black people - an EME or QSE which is at least 51% owned by black people - an EME or QSE which is at 25% - 50% owned by black people		10		
Reconstruction & Development Programme (RDP) Goals: Promotion of Local Business # 1 - Enterprise Located within uMlalazi Municipality - Enterprise Located within District Municipality - Enterprise Located within the Province		4		
Reconstruction & Development Programme (RDP) Goals: SMME Development (EME and QSE) #2 - an EME or QSE which is at least 100% owned by black people - an EME or QSE which is at least 51% owned by black people - an EME or QSE which is at 25% - 50% owned by black people		4		
Other Goals: Combination of other goals: #1 an EME or QSE that is 100% owned by : Black (Youth , Women , Disabled People ,Military Veterans), residing within uMlalazi Municipality		2		
TOTAL		20		

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.

..... SIGNATURE(S) OF TENDERER(S) SURNAME AND NAME:..... DATE:..... ADDRESS:.....
--

H. 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:

I. DECLARATION OF INTEREST

MBD 4

1. Any legal person, including persons employed by the state¹, 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, shareholder²):
.....
 - 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 / Persal 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

J. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

- 1 This Standard Bidding Document must form part of all bids invited.
- 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 ☐	No ☐
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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, 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.	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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

K. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market

allocation)

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

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

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

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

L. AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between UMLALAZI LOCAL MUNICIPALITY (hereinafter called the EMPLOYER) of the one part, herein represented by:

in his capacity as:

And

Company Name:

(hereinafter called the **SERVICE PROVIDER**) of the other part, herein represented by:

in his capacity as: duly authorized to sign on behalf of the Service Provider.

WHEREAS the service provider is the Mandatary of the EMPLOYER in consequence of an agreement between the SERVICE PROVIDER and the EMPLOYER in respect of

CONTRACT No: (CONTRACT TITLE)

..... for the executing the services as per scope of works in this contract;

AND WHEREAS the EMPLOYER and the Service Provider have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:.....

NOW THEREFORE the parties agree as follows:

1. The Service Provider undertakes to acquaint the appropriate officials and employees of the Service provider with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The SERVICE PROVIDER undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the SERVICE PROVIDER , his officials and employees. The SERVICE PROVIDER shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The SERVICE PROVIDER hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and

Regulations, and the SERVICE PROVIDER expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract, and I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

4. The SERVICE PROVIDER agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the SERVICE PROVIDER has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the SERVICE PROVIDER , or to take such steps it may deem necessary to remedy the default of the SERVICE PROVIDER at the cost of the SERVICE PROVIDER .
5. The SERVICE PROVIDER shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATARY

NAME	SIGNATURE	DATE
------	-----------	------

SIGNED BY WITNESS:

NAME	SIGNATURE	DATE
------	-----------	------

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF UMLALAZI MUNICIPALITY

NAME	SIGNATURE	DATE
------	-----------	------

SIGNED BY WITNESS:

NAME	SIGNATURE	DATE
------	-----------	------

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/ substance/ personal protective equipment or any other article without prior arrangement and written approval.

12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

M. CERTIFICATE OF AUTHORITY TO SIGN DOCUMENTS

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

**N. MANUFACTURER'S VALID ATMOSPHERIC EMISSION LICENSE ISSUED BY
RELEVANT MUNICIPALITY OR LETTER OF COMMITMENT FROM
MANUFACTURER**

Attached on this page

SIGNED ON BEHALF OF TENDERER:

O. 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)

P. AMENDMENTS OR QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

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:

8. FUNCTIONALITY

Note: the bidder must achieve minimum of 66% (50 Points) on functionality. The Table below reflects **evaluation functionality components** and the overall weighting on each **Criteria component** of the functionality are as follows:

1. BIDDER’S PREVIOUS EXPERIENCE			
The bidder to demonstrate comprehensive proven experience on previously completed similar projects or contract in the past 5 years , which is supply of cold asphalt product for construction or maintenance of roads belonging to relevant authorities.			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
Excellent (Points = 20)	Bidder with more than 6 years in business	20	1. Attach company profile 2. proof of any previous work undertaken by in past 5 years (copy of previous orders or appointment letter and referral letters)
Good (Points = 15)	Bidder with 4 – 5 years in business		
Satisfactory (Points = 10)	Bidder with 2 - 3 years in business		
Marginal (Points = 5)	Bidder with 1 year in business		
Poor (Points = 0)	Bidder with less than One(1) year in business		
2. PLANT AND EQUIPMENT			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
The bidder must be a manufacturer of asphalt, operating from a licensed asphalt mix plant which is recognized by relevant authorities. If the bidder is not a manufacturer, the product must be sourced from the licensed manufacture and the evidence thereof must be submitted.			
Good (Points = 30)	Manufacturer, a bidder holds a valid atmospheric emission license issued by relevant municipality or any certificate of authority to operate asphalt mix plant	30	Attached valid atmospheric emission license/ memorandum of agreement or letter from the manufacture (Further verification may be done)
Satisfactory (Points = 20)	If not manufacturer, a bidder must submit letter of commitment on company letter head from the reputable manufacturer confirming such agreement	25	
Poor (Points = 0)	No Submission or stipulated supporting documents		
3. QUALITY CONTROL AND ASSURANCE			
The bidder must have a set mix design certified by qualified Engineer and Laboratory test results materials intended to be supplied of hot mix and hot mix asphalt			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
Very good (Points = 10)	Mix design certified by qualified Engineer and Laboratory test results materials intended to be supplied of hot mix	10	Attach mixes design certified by Engineer for Hot mix Asphalt bags
Poor (Points = 0)	No organization structure submitted		No mix design submitted
4. LOCALITY (Business Location)			
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

Very good (Points = 10)	Bidder operating within uMlalazi Municipality boundaries.	10	Proof of Business address (conforming to municipal rates certificate).
Good (Points = 5)	Bidder operating within King Cetshwayo District		
Satisfactory (Points = 3)	Bidder operating within Kwazulu Natal province		
Poor (Points = 0)	Bidder operating within South Africa or abroad		
OVERALL TOTAL		75	

8.1. 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 OF TENDERER:

8.2. PLANT AND EQUIPMENT

Attached valid atmospheric emission license/ memorandum of agreement or letter from the manufacture
(Further verification may be done)

SIGNED ON BEHALF OF TENDERER:

8.3. QUALITY CONTROL AND ASSURANCE

Attached valid atmospheric emission license/ memorandum of agreement or letter from the manufacture (***Further verification may be done***)

SIGNED ON BEHALF OF TENDERER:

8.4. LOCALITY (Business Location)

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

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

Service Level Agreement

Made and entered into by and between

THE uMLALAZI MUNICIPALITY
(Hereinafter referred to as “the Council”)

And

xxx COMPANY NAME xxx

(Hereinafter referred to as “the Service Provider”)

CONTRACT

Contract, agreement made and entered into by and between the uMlalazi Municipality, herein represented by:-
Municipal Manager

Mr. NN Shandu

(Duly authorized hereto, herein after referred to as “the Council”)

And

******* (PTY) LTD**

Registration Number [*****]

(herein after referred to as “the Service Provider/ Contractor”)

duly incorporated in accordance with the laws of South Africa, with limited liability, herein represented by [*****] [ID No: *****], in his / her capacity as a director thereof, he/
she being duly authorized hereto)

Whereas the Municipality awarded the contract for:-

**THREE YEARS CONTRACT – SUPPLY OF HOT MIX ASPHALT AD HOC XX
TENDER NUMBERXX**

And whereas the parties hereto are desirous of reducing the terms and conditions of agreement between them to writing.

Now therefore the parties hereto agree as follows:-

1. PERIOD OF AGREEMENT

1.1. Contract Commencement Date

The appointment of the Service Provider is for the period of **thirty six (36)** months commencing from **xxx Date xxx**.

1.2. Contract Expiry Date

Unless terminated under one of the other clauses, the contract shall expire on **xxx Date xxx**

2.2. SCOPE OF WORK AND SPECIFICATIONS

(ii) Valley Drive Mthunzini Sub burb

6. DUTIES OF THE SUPPLIER.

The duties of the Supplier are as follows:-

- 6.1. The supplier agrees to deliver asphalt product in terms of this contract.
- 6.2. Deliveries must be made during normal working hours on Monday to Friday. **The delivery hours are from 08h00 to 14h00.**
- 6.3. It is the duty of the supplier to off-load and pack material as per instruction from the municipality

7. SUFFICIENCY OF RATES

The prices and rates inserted in the Schedule of Quantities are considered as full inclusive value of the work described in the bill of quantities, including all costs and expenses, liabilities, general risks and obligations defined or implied in the project specification and bill of quantities for the provision of service.

8. CONDITIONS OF THIS CONTRACT

- 8.1. Awarding of contract will be subject to the Service Provider's acceptance of offer in writing.
- 8.2. 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.
- 8.3. All secretarial services such as arranging meetings, setting of agenda's and minute taking shall be the responsibility of the Service Provider.
- 8.4. 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.
- 8.5. The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not disclose such records or information to any third party without the prior written consent of uMlalazi Local Municipality

9. PAYMENTS

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.

9.4. Valid tax invoice must be submitted immediately upon delivery of service and payment shall be made in 30 days after date of invoice.

9.5. 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.

9.6. 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.

9.7. The Service Provider shall immediately give notice of any circumstances preventing them from completing their obligations in terms of the contract.

9. PENALTIES

9.1. 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.

9.2 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.

9.2. 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.

10. DUTY OF THE COUNCIL

(i) The Council agrees to pay the service provider in terms the purchased order issued in terms of this contract.

Provide the Contractor with clear specifications and scope of work to enable the Service provider either to quote or carry out the required services

11. INDEMNITY

The Service provider acknowledges hereby in favor of the uMlalazi Council, that this agreement I signed

by both parties on basis that the Service provider is an independent Service provider.

The Service provider accordingly hereby indemnifies the uMlalazi Council and it's substitutes/officials in respect of all personal accidents, damages, loss (inclusive of theft) and any other actions, claims, legal actions of whatever nature, instituted or threatened to be instituted by whomsoever which action atcetera are a direct result of the Service provider or his/her substitutes conduct in terms of this agreement.

12. PERSONNEL

- (i) The Service Provider must ensure that services are performed by the key personnel nominated in the Contract or who have been substituted for one or more of such nominated personnel with the written consent of the Municipality.
- (ii) If any of the nominated key personnel are not available to perform any of the Services, or unable properly to do so because of physical or mental incapacity or incompetence, the Service Provider must immediately give notice to the municipality and arrange a replacement of that person with a person acceptable to the municipality, at no additional cost to the Municipality

13. PROJECT MANAGER

- 13.1. There shall be a Project Manager appointed by the municipality who shall administer the Contract and oversee the work of the Service provider in its performance of the Services.
- 13.2. The Project Manager mentioned above shall be the Senior Manager: Engineering Services unless a person is appointed officially to act on his/her behalf.
- 13.3. The Service Provider shall submit nominated project manager to administer this contract.
- 13.4. The Service provider must liaise with, report to and communicate with the Project Manager on all technical matters relating to this Contract.

14. BACK UP SERVICE

In case of break down or any other similar situation that maybe applicable, back up plan shall be provided by the Service Provider within **24 hours** when required, failing which the municipality may apply the penalty Clause of this contract and continuous breakdowns may lead to termination of this contract in line with the termination clauses of this contract

15. CONTRACT MONITORING AND EVALUATION

15.1. Monthly reporting

This Contracts will be monitored on a monthly basis and the required performance report is to be submitted monthly with the monthly invoice of the Contractor. The Municipality reserves the right to introduce or put in place additional performance measures as and when required subject to the agreement of both parties.

15.2. Poor performance

- (i) The Municipality may, in the event of unsatisfactory performance or conflict of interest at any time by prior written notice to the Service provider, suspend the carrying out of the Services or any part thereof for **03 (three)** days in order to afford the Service provider the opportunity to rectify the cause for the unsatisfactory performance or conflict of interest. In the event that the Service provider fails to remedy the situations as envisaged herein, then the provisions of the terms below shall apply, until such time as the Municipality may determine.

Subject to the next paragraph, if amount have not been agreed in advance, the Municipality must pay to the Service provider the fees and the amount reasonably incurred by the Service provider in carrying out the Services to the date of suspension. The Municipality shall not be liable to compensate for any loss of profits or any other loss

16. CANCELLATION

The municipality reserves the right to cancel this agreement by way of three (3) months written Notice, in cases where:-

16.1. Budget becomes unavailable to continue rendering the service.

16.2. The municipality review its service delivery strategies and mechanisms.

It became financial strenuous for the municipality to continue rendering the service

17. TERMINATION

17.1. Termination due to Default by Service Provider

17.1.1. If the Service provider commits a breach of Contract, the Municipality may suspend payment under the Contract and give to the Service provider a written notice to rectify.

17.1.2. A notice to rectify must:

17.1.2.1. State that it is as notice given under this sub-clause of these Conditions;

17.1.2.2. Specify the alleged breach in detail;

17.1.2.3. Specify the date by which the Service provider must respond to this notice which date shall **not be less than 5 (five) days after the date of the notice**, and, if, by the time specified in the notice to rectify, the Service provider fails to propose steps to remedy the breach that are satisfactory to the Municipality or fails to actually remedy the breach to the satisfaction of the Municipality, the Municipality may, by further written notice, terminate the contract and claim any other remedies that are available to the Municipality in law;

17.2. Termination on Notice

- 17.2.1. The Municipality may terminate the Contract at any time by giving the Service provider at least 30 (thirty) days prior written notice.
- 17.2.2. The period of this notice shall run from the date upon which the notice is received by the Service Provider
- 17.2.3. If the Contract is terminated pursuant to this sub-clause, the Municipality must pay to the Service provider the fees and the expenses reasonably incurred by the Service provider in Carrying out the Consultancy Services to the date of termination together.
- 17.2.4. The Municipality shall not be liable for payment to the Service provider for any amount in excess of the amount due and payable for the services already provided by the Service provider and, specifically, no compensation for loss of profits or any other loss shall be payable by the Municipality .

17.3. Termination on Default by Municipality

- 17.3.1. Should the Municipality fail to perform its obligations of payment in terms of this agreement, the Service provider may, on written notice, require the Municipality to pay within sixty (60) days of the date of the receipt of the notice.
- 17.3.2. Should the Municipality fail to pay in that time, the Service provider may terminate this agreement.

17.4. Effect of Termination

- 17.4.1. In the event that the Service provider is a joint venture or a consortium upon termination of this Contract, the Service provider might at the discretion of the Municipality be held liable jointly and severally for whatever expenses or damages the Municipality should be entitled to claim in law and/or in terms of this agreement.
- 17.4.2. On the date of termination, the rights and obligations of the Parties described in this contract shall cease.
- 17.4.3. The Service provider will be obliged to hand back all the records and Contract Material that it made use of, or was otherwise in possession and control of, throughout the duration of this Contract and vacate site immediately.

18. DISPUTE RESOLUTION

- 18.1. If any dispute or difference of any kind whatsoever arises between the Council and the Service Provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation
- 18.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Council or the Service Provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 18.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

19. AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between UMLALAZI LOCAL MUNICIPALITY (hereinafter called the EMPLOYER) of the one part, herein represented by:

in his capacity as:

And

Company Name:

(hereinafter called the SERVICE PROVIDER) of the other part, herein represented by:

in his capacity as: duly authorized to sign on behalf of the Service Provider.

WHEREAS the service provider is the Mandatary of the EMPLOYER in consequence of an agreement between the SERVICE PROVIDER and the EMPLOYER in respect of

CONTRACT No: (CONTRACT TITLE)

..... for the executing the services as per scope of works in this contract;

AND WHEREAS the EMPLOYER and the Service Provider have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:.....

NOW THEREFORE the parties agree as follows:

1. The Service Provider undertakes to acquaint the appropriate officials and employees of the Service provider with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The SERVICE PROVIDER undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the SERVICE PROVIDER, his officials and employees. The SERVICE PROVIDER shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The SERVICE PROVIDER hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the SERVICE PROVIDER expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract, and I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.
4. The SERVICE PROVIDER agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the SERVICE PROVIDER has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the SERVICE PROVIDER, or to take such steps it may deem necessary to remedy the default of the SERVICE PROVIDER at the cost of the SERVICE PROVIDER.
5. The SERVICE PROVIDER shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATARY

NAME	SIGNATURE	DATE
------	-----------	------

SIGNED BY WITNESS:

NAME	SIGNATURE	DATE
------	-----------	------

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF UMLALAZI MUNICIPALITY

NAME	SIGNATURE	DATE
------	-----------	------

SIGNED BY WITNESS:

NAME	SIGNATURE	DATE
------	-----------	------

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/ substance/ personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

20. DOMICILIUM CITANDI ET EXECUTANDI

20.1. NOTICES AND DOMICILIA

20.1.1. Addresses and Contact Details

The Parties choose as their respective domicilia citandi et executandi for the purpose of legal proceedings the following physical addresses, and for the purposes of giving or sending any notice provided for or necessary in terms of this agreement, the said domicilia as well as the following contact numbers -

Contacts Details	The Municipality	
Addresses	uMlalazi Local Municipality	
	Corner Osborn and Hutchinson Street	
	Eshowe, 3815	
Contact No	Municipal Manager	Service Owner (End-User Department)
	Tel: 035 473 3300	Tel: 035 473 3320
Emails:	municipalm@umlalazi.gov.za/ Nhlakaniphos@umlalazi.gov.za	*****@umlalazi.gov.za *****@umlalazi.gov.za

Contacts Details	The Service Provider (To be completed by hand)	
Addresses		
Contact No	Head Office	Project Manager
	Tel:	Tel:
	Cell:	Cell:
Emails:		

20.1.2. A party may change its domicilium to other physical address, its e-mail address or any other provided contact details by written notice to other party to that effect. Such change will be effective 7 days after receipt of notice thereof.

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

20.2. Any notice so given:-

20.2.1.1. If hand delivered before 16h00 on a business day, will reputably 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 reputably be presumed to have been received on the immediately following business day.

20.2.1.2. If sent by e-mail, will be reputably be presumed to have been received 1 day after it has been e-mailed, per-paid postage will reputably be presumed to have been received within 7 Calendar days.

20.2.1.3. 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 other provisions of this clause.

THE CLIENT (UMLALAZI MUNICIPALITY)

Thus done and signed by _____ at _____ on this _____ day
of _____ 2025 in the presence of the undersigned witnesses:-

DULY AUTHORISED REPRESENTATIVE

SIGNATURE.....
[MUNICIPAL MANAGER]

As witnesses: - for (UMLALAZI MUNICIPALITY)

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

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

THE SERVICE PROVIDER/ CONTRACTOR

Thus done and signed by _____ at _____ on this _____ day
of _____ 2025, in the presence of the undersigned witnesses:-

DULY AUTHORIZED REPRESENTATIVE

SIGNATURE
[DULY AUTHORISED MEMBER]

As witnesses: - For: [_____]
COMPANY NAME

1. NAME..... SIGNATURE

2. NAME..... SIGNATURE

ANNEXURES (as applicable to contract)

- (i) Appointment letter
- (ii) Certificate of Authority to sign documents
- (iii) Resources / quality

(iv) Etc.