



**uMLALAZI MUNICIPALITY**

**TENDER NO.: KZN ULM 03/26/27**

**TENDER DOCUMENT FOR:**

**THREE YEAR PANEL OF CONTRACTORS FOR HEATING VENTILATION, AND AIR  
CONDITIONING (HVAC) AND REFRIGERATION SERVICES – CIDB 2 ME OR HIGHER**

**CIDB GRADING: 2 ME OR HIGHER**

**CLOSING DATE: 07 AUGUST 2026 AT 12:00**

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

**SERVICE PROVIDER'S DETAILS:**

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

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## 1. NOTICE



### UMLALAZI MUNICIPALITY

#### INVITATION FOR THE SUBMISSION OF TENDERS

Tenders 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	Closing Date and Time	Functionality
Three-year panel of contractors for Heating Ventilation, and Air Conditioning (HVAC) and refrigeration services – CIDB grading 2 ME or higher.	KZN ULM 03/26/27	23 July 2026 at 11 KV Challenor Street, Eshowe at 10h00	07 August 2026 at 11 KV Challenor Street, Eshowe at 12h00	<ul style="list-style-type: none"><li>• Experience of the bidder = 25</li><li>• Key Personnel / Expertise = 30</li><li>• Ability to handle multiple sites =20</li><li>• Registration with relevant bodies =5</li><li>• Quality Management system = 10</li><li>• Locality =10</li></ul>

**ELIGIBILITY TO TENDER:** Contractor registered and in good standing with CIDB and within grading **2 ME or Higher** to submit tenders.

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.

This tender will be evaluated based on returnable documents and functionality. Tenderers to note that selected specific goals in line with uMlalazi Municipality SCM policy as per MBD 6.1 will be applicable and determined on each project during projects appointment stage, where 80/20-point system shall apply.

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 are available on E-Tenders Portal at no cost. The purchased 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 July 2026 up to 22 July 2026 at a non-refundable cost of R1000.00.** 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 be 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 whereafter further participation will be prohibited.

Late tenders, electronic mailed and computer edited or altered tenders will **NOT** be accepted. Canvassing in the gift of Municipality 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 3411** during normal office hours.

**MR. N.N. SHANDU**  
**MUNICIPAL MANAGER**  
Display date: 06 July 2026  
Notice Number: 04/26/27

## 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/Council/Client”** means uMlalazi Municipality which is the purchaser of goods or services.
- (xx) **“Purchaser”** means the organization purchasing the goods/ services.
- (xxi) **“Supplier”** means the appointed service provider to supply goods/provide services to municipality.
- (xxii) **“Republic”** means the Republic of South Africa.
- (xxiii) **“SCC”** means the Special Conditions of Contract.
- (xxiv) **“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.
- (xxv) **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.
- (xxvi) **“Certified copy”** means true and accurate representation of original by an authorized person (Not a copy of a certified copy).
- (xxvii) **“Returnable documents”** refers to listed documents to be submitted together with the bid document including forms to be completed by the bidder.
- (xxviii) **“Returnable Schedule documents”** refers to forms or parts of the bid document within the returnable documents that require to be completed by bidder or stated input from the bidder.

## 2. INSTRUCTIONS AND CONDITIONS OF TENDER

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### 2.1 ELIGIBILITY TO TENDER

Contractor registered and in good standing with CIDB and within grading **2 ME or Higher** to submit tenders.

### 2.2 RETURN OF DOCUMENT

The completed and signed set of Tender Documents shall be sealed in an envelope endorsed **“THREE YEAR PANEL OF CONTRACTORS FOR HEATING VENTILATION, AND AIR CONDITIONING (HVAC) AND REFRIGERATION SERVICES – CIDB GRADING 2 ME OR HIGHER.”** must reach the Municipal Manager, uMlalazi Municipality, by hand and placed in the Tender Box at the SCM offices, KV Challenor road (industrial Area), by no later than **12:00 pm** on the date as per advert where they will be opened in public. NB: Late tenders, telegraphic or facsimile tenders will not be considered.

### 2.3 COMPLETION OF TENDER DOCUMENT

- 2.3.1 Tender document must duly completed in very manner and all required returnable documentation must be furnished as specified in this bid.
- 2.3.2 Fraudulent practice will result to disqualification of the bid and any further corrective actions that may be required.
- 2.3.3 Forms in this tender document must be completed and signed.
- 2.3.4 All pages allocated signing spaces must be signed.
- 2.3.5 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

- 2.5.1. 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).
- 2.5.2. The tender offer is signed by a person authorised to sign on behalf of the Bidder.
- 2.5.3. A Bidder who submitted a tender as a Joint Venture if accepted in the bid document, must include an acceptable Joint Venture Agreement in this bid.

- 2.5.4. 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.
- 2.5.5. 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.
- 2.5.6. The uMlalazi Municipality will not be held responsible for any cost incurred for submitting this tender.
- 2.5.7. Failure to comply with the foregoing instructions may lead to the tender not being considered.
- 2.5.8. 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.
- 2.5.9. **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.
- 2.5.10. Late tenders, electronic mailed and computer edited or altered tenders will **NOT** be accepted.
- 2.5.11. Corrupt practices of any kind such as canvassing in gift of Municipality is strictly prohibited and will lead to disqualification of the bid.
- 2.5.12. Registration on the Councils Database shall be mandatory to the successful bidder. This will apply on final award of this tender.

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

### Returnable documents instructions:

- (i) Bidders are required to submit all returnable documents listed in this bid on item 2.6 and to take note of each remarks made to weigh compliance with the critical requirements of this bid.
- (ii) All returnable schedule documents must be fully completed and signed.
- (iii) Bidders are required sign each page of returnable documents on the space provided as an acknowledgment of requested documentation.
- (iv) All pages with allocated signatory space on the bottom must be signed.
- (v) Proof of purchase of tender documents is required from bidders who purchased the tender document directly from municipality **only**.

(vi) Bidders to take note of returnable and schedule documents which applies based on submitted tender price. The following returnable documents are compulsory if the tender price is <b>10 million or above</b> .		
a. Audited annual financial statements if offer is above R10 Million		
b. MBD5 Declaration for procurement above R10 Million (All applicable taxes included)		
<b>Item</b>	<b>Description</b>	<b>Remark</b>
A.	Proof of purchase of tender document (if document was purchased only)	Compulsory if applicable
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.	Proof of Workman's Compensation Registration	Compulsory
H.	Audited annual financial statements if offer is above R10 Million	Compulsory, If Applicable
I.	Valid and in good standing CIDB registration certificate	Compulsory
<b>RETURNABLE SCHEDULE DOCUMENTS</b>		
J.	Preferential Procurement Points claim from in terms of the preferential procurement regulations 2022	Compulsory
K.	Supporting documents for preferential procurement for goals points (refer to MBD 6.1) <b>table 1</b>	Further evaluation
L.	Declaration of interest	Compulsory
M.	Declaration of Bidders past Supply Chain Management practices	Compulsory
N.	Certificate of Independent Bid Determination	Compulsory
O.	MBD5 Declaration for procurement above R10 Million ( All applicable taxes included)	Compulsory, If Applicable
P.	Agreement in terms of section 37(2) of the occupational health and safety act no 85 of 1993.	For contract purposes
Q.	Record of addenda to tender document	Compulsory
R.	Certificate of authority to sign documents	Compulsory
S.	Amendments or qualifications by the tenderer if applicable	Compulsory

## 2.7. EVALUATION METHOD

- 2.7.1. Eligibility to tender only if it is applicable and specified in the bid.
- 2.7.2. Compliance with completion of tender document as per **item 2.3** in this bid document.
- 2.7.3. Compulsory returnable documents.
- 2.7.4. Functionality (as per criteria on **item 9** in this bid document) if it is applicable to this bid.
- 2.7.5. 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 **Ninety (90)** 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 Service Provider shall employ only such person as are careful competent and efficient in their various professions.
- 2.9.2.** 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”
- 2.9.3.** Appointed bidder will be required to maintain all quality presented during bidding process which has significantly influenced decision making in awarding of this tender, this shall be part of the service level agreement.

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

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

## **2.11. INSPECTION**

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

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

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

### **2.13. COST OF TENDER**

The Municipality 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.

### **2.14. 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.

### **2.15. 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.

### **2.16. GENERAL TERMS AND CONDITIONS OF THIS BID**

- 2.16.1.** Awarding of contract will be subject to the Service Provider's acceptance of offer in writing.
- 2.16.2.** 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.
- 2.16.3.** All secretarial services such as arranging meetings, setting of agenda's and minute taking shall be the responsibility of the Service Provider.
- 2.16.4.** 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.
- 2.16.5. Use of contract documents and information;**
  - 2.16.5.1.** The service provider shall not, without the municipality's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier

in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 2.16.5.2.** The service provider shall not, without the municipality's prior written consent, make use of any document or information mentioned in **2.16.5.1 above**, except for purposes of performing the contract.
- 2.16.5.3.** Any document, other than the contract itself mentioned in **2.16.5.1 above** shall remain the property of the service provider and shall be returned (all copies) to the municipality on completion of the service provider's performance under the contract if so required by the municipality.
- 2.16.5.4.** The service provider shall permit the municipality to inspect the service provider's records relating to the performance of the supplier and to have them audited by auditors appointed by the municipality, if so required by the municipality.

## **2.17. CONTRACT AGREEMENT/SERVICE LEVEL AGREEMENT**

- 2.17.1.** The successful Service Provider may sign a Service Level Agreement linked to requirements of the panel if municipality deemed necessary.
- 2.17.2.** Project of Service specific Contract/ Service Level Agreement shall be signed with the Municipality read together with terms of this bid document.
- 2.17.3.** The concluded contract agreement shall include termination for default, settlement and dispute resolution for this contract and any other imperative conditions of the services to ensure effective delivery of goods/services.
- 2.17.4.** The terms and conditions of this bid document shall form part of contractual document and may be used as evidence in any dispute, read together with service level agreement or in the event of no contract/service level agreement signed.
- 2.17.5.** Draft contract or service level agreement is included in this document for tendering purposes.

### 3. SCOPE OF WORK AND SPECIFICATIONS OF THIS TENDER

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#### 3.1. BACKGROUND

The uMlalazi Municipality is intending to appoint a credible, competent Contractor for air-conditioning and refrigeration services for the servicing, maintenance and installation of new air-conditioners within the Municipal buildings infrastructure. In many occasions this requires urgent attention whilst strip and quotes applies in most cases, therefore preference will be given to Local or surrounding Service providers..

#### 3.2.CONTRACT DURATION.

Unless terminated under one of the other clauses of contract, the appointment of a Professional Service Provider shall be valid for a maximum period of 3 years (36 Months) from the date of appointment

#### 3.3.SCOPE OF THE PROJECT

**3.3.1.** The envisaged scope of work is but not limited to:

- (i) Maintenance and repairs of air-conditioners
- (ii) Maintenance and servicing
- (iii) Supply and installation of air conditioning systems
- (iv) Maintenance and servicing of refrigerators
- (v) Ventilation systems {ducting, fans, air handling units (AHUs)}
- (vi) Commission and test all installed systems
- (vii) Ensure compliance with manufacturer specifications and SANS standards
- (viii) Conduct assessments on air-conditioners and submit report to assist municipality on compilation of maintenance plan.
- (ix) **Preventative Maintenance**
  - a) Conduct scheduled servicing of all units
  - b) Clean filters, coils, and components
  - c) Check refrigerant levels and system pressures
  - d) Inspect electrical connections and controls
  - e) Lubricate moving parts
  - f) Provide maintenance reports and checklists

#### 3.1. PROJECT SITE

- All uMlalazi Municipality Wards as applicable to each project location.

## **3.2. OBLIGATIONS AND RESPONSIBILITIES OF THE SERVICE PROVIDER**

- 3.2.1.** Provide, perform and complete the quality services in a proper, efficient and prompt manner and in accordance with the project specifications and contract requirement in terms of the agreement including compliance with applicable laws and standards such as:
- (i) Occupational Health and Safety Act (Act 85 of 1993)
  - (ii) Relevant SANS standards (e.g., SANS 10147, SANS 204 where applicable)
  - (iii) Manufacturer specifications
  - (iv) Environmental regulations for refrigerant handling
- 3.2.2.** The contractor must maintain compliance and Safety:
- (i) Comply with the Occupational Health and Safety Act (OHS Act)
  - (ii) Adhere to refrigerant handling regulations
  - (iii) Ensure technicians are properly certified (e.g., gas handling)
  - (iv) Use appropriate PPE at all times
  - (v) Dispose of refrigerants and waste responsibly
- 3.2.3.** Ensure technical requirements such as:
- (i) Units must meet minimum energy efficiency standards
  - (ii) Proper insulation and drainage must be ensured
  - (iii) On ventilation, ensure adequate airflow and indoor air quality
- 3.2.4.** To maintain for the duration of the contract all quality presented during bidding process has materially influenced decision making in awarding of this tender which shall form part of **annexures** on the contract agreement, such as use of certified personnel.
- (i) Qualified and trade-tested refrigeration technicians
  - (ii) Personnel certified in refrigerant handling
- 3.2.5.** The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 3.2.6.** The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 3.2.7.** To maintain good standing with South African Revenue Service (tax matters) and Central Supplier Data base (CSD), Compensation for Occupational Injuries and Diseases Act (COID) for the duration of the contract.
- 3.2.8.** Adhere to all health and safety requirements in accordance with OHSA.

**3.2.9.** The service to adhere to prescribed response time and be **available 24 hours/ weekends** to attend to emergencies.

**3.2.10.** To deliver delivery goods/commencement of services as per set time frames/turnaround times below as may be finally agreed on the contract/ service level agreement;

Item No	Activity Description	Duration Unit of measure		Remarks
		Time	Unit	
1	Respond to strip and quote on emergency requests.	3	Hrs	Immediately
2	Respond to strip and quote requests on normal requests.	24	Hrs	From date of acceptance of offer
3	Submission of quotations to SCM on normal requests.	3	Days	From date of acceptance of offer
4	Commencement of work from date of order on normal requests.	2	Days	Time of request
5	Completion of work on normal requests.	-	Days	As specified on each request of quotation

**3.2.11.** Attended all contract administration meeting scheduled by municipality at service providers costs and must be attended by senior level delegates as indicated in the meeting invitation.

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

**3.2.13.** Invite responsible Municipal official for inspection and certifying work done prior leaving site or during progress of work as per agreed quality management in the contract.

**3.2.14.** To perform applicable incidental Services such as:

- (i) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (ii) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (iii) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (iv) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (v) Training of the municipality's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- (vi) Major equipment replacement unless approved.
- (vii) Structural or electrical upgrades outside HVAC scope.
- (viii) Consumables unless specified

### **3.3. MONITORING, REPORTING AND PERFORMANCE MANAGEMENT**

**3.3.1.** This Contract will be monitored on regular basis and performance assessment/ progress report will be required to be submitted as a supporting documents to service provider's invoice where required by municipality.

**3.3.2.** The Municipality reserves the right to introduce or put in place additional performance measures as and when required, as deemed necessary during contract administration.

#### **3.3.3. Reporting and documentation**

- (i) Provide detailed service reports after each visit
- (ii) Maintain asset registers and maintenance logs
- (iii) Report on system performance and recommend improvements
- (iv) Submit compliance certificates where applicable

#### **3.3.4. Inspections and testing requirements that may apply, E.g.:**

- (i) Service provider's premises
- (ii) Quality of materials used and any other quality control tests in relation to the supplies/ services.
- (iii) Workmanship and compliance with specification of services/goods procured.
- (iv) Project stages/ mile stones as set out in the contract document.

**3.3.5.** Monitoring , performance and reporting requirements includes but not limited to:

- (i) Measuring of performance against set performance indicators or specifications of goods/services.
- (ii) Submit, written reports on strip and quote discovered faults, signed job cards by authorized municipal official after completion of the work and the project progress report or any supporting documents of service performed/ work done as may be required by the municipality.

### **3.3.6. Format of communication**

- (i) All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).
- (ii) All plans and contract documents submitted for approval shall be in hardcopy format.

### **3.6.6 CONTRACT ADMINISTRATION MEETINGS**

- (i) To be able to manage the contract, the Employer and Service Provider will have various meetings, to proactively and jointly manage and minimise adverse risks during execution of the contract. The attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.
- (ii) Regular meetings of a general nature and special meeting may be convened and chaired by the municipality or *municipality's agent*, number of meetings per month will be determined by Municipality as needed.
- (iii) All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

## **3.4. OTHER CONTRACT ADMINISTRATION CONDITIONS**

### **3.4.1. Patent rights**

**3.4.1.1.** The service provider shall indemnify the municipality against all third-party claims of infringement of patent, trademark, or industrial design rights arising during rendering of service or from use of the goods or any part thereof by the municipality.

### **3.4.2. Insurance**

**3.4.2.1.**The goods/ services supplied under the contract shall be fully insured for an amount (**as determined on each project specification**) against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery as per the contract

### **3.4.3. Performance security**

**3.7.3.1** Within **thirty (30) days** of receipt of the notification of contract award, the successful bidder shall furnish to the municipality the performance security of the amount of **10%** of the contract value as determined by the municipality on each project specification.

**3.4.3.1.**The proceeds of the performance security shall be payable to the municipality as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract and shall be administered as set out in the contract.

### **3.4.4. Warranty and guarantee**

**3.4.4.1.**The supplier warrants that the goods supplied under the contract are new, unused. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship.

**3.4.4.2.**This warranty shall remain valid for (**as determined on each project specification**) **months** after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.

**3.4.4.3.** This guarantee shall remain valid for (**as determined on each project specification**) **days** after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.

### **3.4.5. Inspections, tests and analyses**

**3.4.5.1.** All pre-bidding testing will be for the account of the bidder.

**3.4.5.2.** If it is a bid condition that supplies/services to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the work site, premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the municipality or an person/organization acting on behalf of the municipality.

**3.4.5.3.** If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be

carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned as set out in the contract agreement.

**3.4.5.4. Inspections and testing applicable to this provision of goods or services:**

<b>Inspection</b>	<b>Frequency</b>	<b>Place</b>
Site inspection	Any time	Project site
Premises Inspection	As and when required	Service provider's premises
Testing	As per quality management requirements on each work to be done.	On site

**3.5. OTHER CONTRACTUAL DOCUMENTATION**

The following documents must be submitted no later than **(as determined on each project specification) days** prior commencement of work except those documents specified under returnable documents and functionality requirements in this bid: e.g.

- (i) Performance security (10% of the contract price).
- (ii) Indemnity insurance (Insurance of work including third party).
- (iii) Skill transfer strategy / plan as per requirements of this bid.
- (iv) Competencies of key personnel.
- (v) Initial Programme.

**3.6. MINIMUM EXPERTISE/ STAFF/ COMPETENCIES/RESOURCES REQUIRED.**

**3.6.1.** The Service Provider must have the following minimum resources to effectively provide Services:

<b>Staff/ personnel</b>	<b>Relevant trade Competencies</b>	<b>Tools of trade/ equipment</b>
Qualified Technician and trade-tested refrigeration	Trade test and experience of air-conditioners installation, maintenance and refrigeration services.	(i) Workshop premises and appropriate bakkie for work. (ii) Refrigerant recovery machines (iii) Vacuum pumps and gauges (iv) Leak detection equipment (v) Suitable service vehicles

Semi-skilled support staff	Basic training on air-conditioner	-
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**3.6.1.1.** The company must use qualified and experienced personnel to perform the required services.

**3.6.1.2.** It is a requirement of this contract that qualified and experienced personnel may perform work. Should it be proven that un-qualified personnel are being utilized to perform the work, the Service Provider's contract may be terminated.

**3.6.1.3.** Notwithstanding the above, Un-qualified personnel may assist the qualified personnel in the repair process.

**3.7. TRANSFER OF SKILLS**

**3.7.1.** Skills transfer must be provided during execution of the project where it is practically possible. The officials to whom skills must be transferred to are limited to **number of officials** nominated by employer on the commencement meeting.

**3.8.** Successful service provider to submit proposed skills transfer strategy on the project as requirement of this tender.

**3.9.** This schedules shall be read together with skill transfer clause of this contract. The uMlalazi Municipality is striving to capacitate its technical personnel in relation to provision of this service.

**3.10.** The service providert must ensure that skills are transferred during execution of the project or provision of work and the skill transfer shall be offered within the tendered price.

**3.11. Skills transfer aspects:**

- (i) Assessment of air conditioners.
- (ii) Basic assessment of air conditioners.

**3.12. The following conditions also apply:**

- (i) Failure to transfer skills shall constitute breach of this contract.
- (ii) Skill transfer to take place on site/at Municipal office where service is performed.

- (iii) Prior arrangements be made municipality nominated personnel to ensure his/her availability.

#### 4. APPOINTMENTS OF WORK/PROJECTS AND PRICING DATA

##### 4.1. Criteria For Appointment for Specific Project/ Job

- 4.1.1. Appointment will be subject to competitive bidding of all service providers in the panel.
- 4.1.2. If it is impractical to follow competitive bidding, issuing of works orders will be on rotation basis amongst appointed service providers subject to ability to deliver within specified timeframe as determined by the municipality from time to time.
- 4.1.3. During the panel period certain returnable documents will be requested as needed to verify validity or compliance.
- 4.1.4. Further functionality specific to the project may apply as attributed by project complexity.
- 4.1.5. The rotation will cut across all services as specified above.
- 4.1.6. The municipality will generate and issue works order based on **the accepted quotation submitted by the service provider.**
- 4.1.7. Amount of work to be given to the appointed service providers will be determined by the municipality from time to time guided by need.
- 4.1.8. The municipality does not bind itself to give work/ appoint all appointed Service providers in this panel for specific job.
- 4.1.9. The municipality will raise works orders as and when required during period of this contract.  
  
The works order will indicate type of work, quantity and amount of work to be provided by the appointed Service provider
- 4.1.10. **Pricing (on request for quotation)**
- 4.1.11. Strip and Quote pricing
  - (i) The Contractor shall, upon request, carry out an inspection of the air-conditioning unit, which may include stripping of components where necessary to determine the extent of defects and required repairs. The cost of such inspection, including strip and assessment, shall be included in and form part of the total repair cost submitted in the quotation.
  - (ii) No separate or additional payment shall be made for inspection or strip activities. Furthermore, in the event that the air-conditioning unit is deemed irreparable or beyond economical repair, no inspection or strip cost shall be payable by the municipality.

(iii) The Contractor must clearly indicate in the quotation whether the unit is repairable and provide supporting details for the recommended scope of work.

4.1.12. Bidders will be required to complete the pricing schedule in full when submitting quotations and all pricing must be clear, transparent, and inclusive of all costs associated with the provision of services as outlined in the Scope of Work.

4.1.13. Failure to complete this pricing schedule in full may result in the quotation being deemed non-responsive.

4.1.14. Should the tendered rate/price exceeds the prescribed rates by applicable regulatory body, the lowest acceptable offer may be negotiated based prescribed fees guidelines. (if applicable).

4.1.15. The price must be unconditional.

4.1.16. Vendors not registered for Value Added Tax with SARS will be treated as Non VAT vendors.

4.1.17. Tenderers to submit tender prices in accordance with the description, requirements and sections as indicated in the tender documents.

4.1.18. The Municipality reserves the right to negotiate a reasonable price with the lowest acceptable bid prior final recommendation is made.

4.1.19. 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 (Note delete what is not applicable).

4.1.20. 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.

4.1.21. 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. (Note: delete if not applicable)

#### **4.1.22. Criteria For Issuing Of Purchase Order**

4.1.23. Purchase order will be issued by municipality as and when the service is required.

4.1.24. The municipality will generate and issue works order based on **accepted quotation from service provider from time to time.**

- 4.1.25.** 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.
- 4.1.26.** The municipality will raise works orders as in when required during period of this contract.
- 4.1.27.** No work to be performed without an official purchase order or written instruction from Municipality.
- 4.1.28.** The works order will indicate material type, quantity and amount of work to be provided on each occasion.

## 5. PAYMENT CONDITIONS

### 5.1. Payment Instruction

- 5.1.1. Payment will not be made for work or services performed that 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.
  - 5.1.2. In the event of strip, no additional parts will be paid for as result of omission by the contractor.
  - 5.1.3. 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.
  - 5.1.4. Where applicable progress payment claims shall be submitted in the same format, accompanied by an original tax invoice
  - 5.1.5. 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.
  - 5.1.6. Valid tax invoice must be submitted on the last day of each month and payment shall be made in 30 days after date of invoice.
  - 5.1.7. 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.
  - 5.1.8. The municipality is not obliged to pay for incomplete delivered services. In the event of the entire amount or a portion of the invoice being disputed by the Municipality, the entire invoice amount shall be withheld, until the dispute is resolved. The undisputed portion may be paid on municipality's discretion subjected to nature and conditions of services and submission of the revised invoice amount as such payment may render the contract irregular.
- 4.1.1. Invoice will be only be certified for payment once complete goods/services have been delivered /rendered, and the municipality accepts no ownership, responsibility, security

for materials/product/ equipment/services whatsoever, until the goods/services are delivered /rendered.

## 5.2. Penalties

- 5.2.1. If the service provider fails to perform any or all services within the period(s) specified in the contract, the Municipality shall, without prejudice to its other remedies under the contract, deduct from the Price of due service, a penalty of **10%** of the overall current invoice amount for the delayed goods/ services/work. The Municipality may also consider applying termination clause of the contract should non-compliance with delivery timeframes constitutes gross breach of this contract.
- 5.2.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 5.2.3. 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.
- 5.2.4. Notwithstanding the provisions of **penalties and termination Clause**, 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.

**6. FORM OF ACCEPTANCE**

**Contract No: KZN ULM 03/26/27**

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 Service Provider 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** : \_\_\_\_\_

## 7. RETURNABLE AND SCHEDULE DOCUMENTS

### Notes

- (i) Bidders are required to submit all returnable documents listed in this bid on item 2.6 and to take note of each remarks made to weigh compliance with the critical requirements of this bid.
- (ii) All returnable schedule documents must be fully completed and signed.
- (iii) Bidders are required sign each page of returnable documents on the space provided as an acknowledgment of requested documentation.
- (iv) All pages with allocated signatory space on the bottom must be signed.
- (v) Proof of purchase of tender documents is required from bidders who purchased the tender document directly from municipality **only**.
- (vi) Bidders to take note of returnable and schedule documents which applies based on submitted tender price. The following returnable documents are compulsory if the tender price is **10 million or above**.
  - a. Audited annual financial statements if offer is above R10 Million.
  - b. MBD5 Declaration for procurement above R10 Million (All applicable taxes included)

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

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

(Applicable to purchased tender documents only)

**ATTACH RECEIPT TO THIS PAGE**

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

**B. CERTIFICATE OF ATTENDANCE OF COMPULSORY BRIEFING SESSION**

**PROJECT NAME: THREE YEAR PANEL OF CONTRACTORS FOR HEATING VENTILATION, AND AIR CONDITIONING (HVAC) AND REFRIGERATION SERVICES – CIDB GRADING 2 ME OR HIGHER**

*(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](http://www.sars.gov.za)
6. Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za)

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

**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. NB: “Certified copy” means true and accurate representation of original by an authorized person (Not a copy of a certified copy). Originally certified copy must not be older than six months. Copy of a certified copy will not be considered.**

**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: .....**  

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**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. WORKMEN'S COMPENSATION**

Attach valid proof of good standing with Compensation for Occupational Injuries and Diseases Act (COIDA)

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

**H. AUDITED ANNUAL FINANCIAL STATEMENTS STATEMENTS**

(Attach AFS TO THIS PAGE)

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

**I. CIDB REGISTRATION CERIFICATE**

Attach valid and in good standing CIDB registration certificate of 2ME or higher as set out in the tender notice

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

## RETURNABLE SCHEDULE DOCUMENTS

MBD 6.1

### J. 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**

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#### 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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### POINTS AWARDED FOR PRICE

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

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

**80/20 or 90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

## GENERATING PROCUREMENT

### POINTS AWARDED FOR PRICE

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

$$80/20 \quad \text{or} \quad 90/10$$

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- 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	>R50

			Million	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
		<b>100%</b>	<b>20</b>	<b>10</b>

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

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

	<b>Men ownership - &gt; 51% : Black ( Youth , Men , Disabled People ,Military Veterans)</b>	<b>40%</b>	<b>4</b>	<b>2</b>	<b>ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate</b>
	<b>Men ownership - 25% - 50% : Black ( Youth , Men , Disabled People ,Military Veterans)</b>	<b>20%</b>	<b>2</b>	<b>1</b>	<b>ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate</b>
<b>4</b>	<b>Youth Development : (Below 35 Years )</b>				
	<b>Youth ownership - 100% : Black</b>	<b>100%</b>	<b>10</b>	<b>5</b>	<b>ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate</b>
	<b>Youth ownership - &gt; 51% : Black</b>	<b>80%</b>	<b>8</b>	<b>4</b>	<b>ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate</b>
	<b>Youth ownership - 25% - 50% : Black</b>	<b>40%</b>	<b>4</b>	<b>2</b>	<b>ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate</b>
	<b>Youth ownership - 100% : White</b>	<b>20%</b>	<b>2</b>	<b>1</b>	<b>ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate</b>

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

#	Specific Goal(s)	Weight	80 20	90 10	Verification
	<b>Sub-Contracting :</b>				
<b>1</b>	<b>EME and QSE</b>				
	1. an EME or QSE which is at least 100% owned by black people;	100%	4	2	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	50%	2	1	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	25%	1	0,5	Sworn Affidavit - QSE/EME General
<b>2</b>	<b>Local Economic Development Sub-Contracting (10%-30%) and 40 % where it is technically possible and subject to pre-approval.</b>				
	1. Enterprise 100% owned by Youth	100%	4	2	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	1. Enterprise 100% owned by Disabled People	100%	4	2	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	1. Enterprise 100% owned by Women	100%	4	2	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	2. Enterprise owned by Black People with CIDB Grading 4 or Less	100%	4	2	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate
	3. Enterprise 100% owned by Military Veteran	100%	4	2	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate

	3. Enterprise owned by Black Men with at least 51%	50%	2	1	ID Copies : Directors  Co. Registration   CSD   Shareholders Certificate

#### 5.2.4 SPECIFIC GOAL NO 3- RDP CATEGORY

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

#### SPECIFIC GOAL NO 4 – OTHER GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	N/A		N/A	

**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 Service Provider may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the

conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have-

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

**K. SUPPORTING DOCUMENTS FOR PREFERENTIAL PROCUREMENT FOR GOALS POINTS**

**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:** .....

**L. DECLARATION OF INTEREST**

**MBD 4**

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

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

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

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

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

<sup>1</sup>“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 Municipality of provinces; or
- (e) Parliament.

<sup>2</sup>“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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Employee Number / Pearsal Number</b>

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

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

**MBD 8**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

**N. CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

**uMlalazi Municipality**

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

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

\_\_\_\_\_

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position Name of Bidder

#### References

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<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and tenders.  
<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.  
<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**O. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

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

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

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

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

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

2.2 If yes, provide particulars.

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

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

3.1 If yes, furnish particulars

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

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

4.1 If yes, furnish particulars

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

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

FALSE.

Name of Bidder: .....

Position: .....

Date: .....

Signature: .....

**P. 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 OHS Act 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 agent 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**

---

<b>NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
-------------	------------------	-------------

**SIGNED BY WITNESS:**

---

<b>NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
-------------	------------------	-------------

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

**SIGNED BY/ON BEHALF OF UMLALAZI MUNICIPALITY**

---

<b>NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
-------------	------------------	-------------

**SIGNED BY WITNESS:**

---

<b>NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
-------------	------------------	-------------

**Q. 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)



**S. 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 80% (80 Points) in functionality.** The Table below reflects **evaluation functionality components** and the overall weighting on each **Criteria component** of the functionality are as follows:

<b>1. BIDDER'S PREVIOUS EXPERIENCE</b>			
The bidder to demonstrate comprehensive proven experience on previously completed or current contracts on Heating Ventilation, and Air Conditioning (HVAC) and refrigeration services in the <b>past 6 years</b> . The contract terms must not be less than <b>6 months</b> . In case of current contract, it must be in existence for a minimum period of <b>6 months</b> from date of appointment.			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
<b>Excellent</b> (Points 25)	Four (4) or more air conditioning and refrigeration services contracts of not less than 6 months contract term.	<b>25</b>	Attach appointment letters and good rated bidder's previous experience references and performance report from previous clients. The form is included in this tender document.
<b>Good</b> (Points = 20)	Three (3) air conditioning and refrigeration services contracts of not less than 6 months contract term.		
<b>Satisfactory</b> (Points = 15)	Two (2) air conditioning and refrigeration services contracts of not less than 6 months contract term.		
<b>Marginal</b> (Points = 10)	One (1) air conditioning and refrigeration services contracts of not less than 6 months contract term.		
<b>2. KEY PERSONNEL</b>			
Experience of the key staff (assigned personnel) in relation to the scope of work must reflect the following:			
<ol style="list-style-type: none"> <li>1) General experience (total duration of professional activity).</li> <li>2) Level of education and training and positions held of each key staff member/expert member which is directly linked to the scope of work.</li> <li>3) The key staff members'/experts' knowledge of issues which the tenderer considers pertinent to the assignment e.g. Dealing with government sphere projects, Local conditions, affected communities, legislation, techniques etc.</li> </ol>			
The CV should be structured under the following headings:			
<ol style="list-style-type: none"> <li>(i) Personal Particulars</li> <li>(ii) Name of institutions for tertiary education and dates associated therewith;</li> <li>(iii) Qualifications (e.g. diploma; degrees etc. including required trainings, grades of membership of professional societies and professional registrations);</li> <li>(iv) Name of current employer and position in enterprise;</li> <li>(v) Overview of post graduate experience (year, organization and position); and outline of recent assignments (projects) / experience that has a bearing on the scope of work.</li> </ol>			
<b>2.1. QUALIFIED AND TRADE-TESTED REFRIGERATION TECHNICIANS AND REGISTERED WITH SOUTH AFRICAN QUALIFICATION AND CERTIFICATION COMMITTEE GAS (SAQCC GAS).</b>			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method

<b>Very Good</b> (Points = 20)	<b>Qualified technician</b> with <b>ten (10)</b> years or more experience in air conditioning and refrigeration Services. Must have trade test certificate management and experience of 10 or more years.	<b>20</b>	Attach curriculum Vitae (C.V) with traceable reference, certified Copies of Qualifications, trade test competency certificates, gas practitioner registration card or handling certificate and identity document.
<b>Good</b> (Points = 10)	<b>Qualified technician</b> with 5 - 9 years in air conditioning and refrigeration Services and must have trade test certificate.		
<b>2.2. SEMI-SKILLED (SUPPORT STAFF)</b>			
<b>Very Good</b> (Points = 10)	Personnel with five (5) years or more experience in refrigeration services and must have basic training on refrigeration.	<b>10</b>	Attach curriculum Vitae (C.V) with traceable reference, certified Copies of Qualifications, trainings certificates and identity document.
<b>Good</b> (Points = 5)	Personnel with two 2 – four (4) years experience in refrigeration services and must have basic training on refrigeration.		
<b>3. ABILITY TO HANDLE MULTIPLE SITES (depth of capacity)</b>			
<b>3.1.AVAILABILITY OF MULTIPLE SERVICE VEHICLE</b>			
<b>Rating for Criteria</b>	<b>Guidelines For Criteria Application</b>	<b>Max Points</b>	<b>Verification Method</b>
<b>Very Good</b> (Points = 10)	Bidder with three <b>(3)</b> or more service vehicles for <b>execution of field work</b> bakkies utilised for execution of field work	<b>10</b>	List of vehicles and vehicle log books registered on Company name of registered company directors. Vehicle types excludes private use cars like sedan, hatch backs and alike.
<b>Good</b> (Points = 5)	Bidder with two <b>(2)</b> service vehicles for <b>execution of field work</b> bakkies utilised for execution of field work		
<b>Satisfactory</b> (Points = 2)	Bidder with one <b>(1)</b> service vehicles for <b>execution of field work</b> bakkies utilised for execution of field work		
<b>3.2.STAFF CAPACITY</b>			
<b>Very Good</b> (Points = 10)	Two (2) or more additional qualified technician and trade-tested refrigeration	<b>10</b>	Attach curriculum Vitae (C.V) with traceable reference, certified Copies of Qualifications, trade test competency certificates and identity document.
<b>Good</b> (Points = 05)	One (1) qualified technician and trade-tested refrigeration		
<b>4. REGISTRATION WITH RELEVANT BODIES</b>			
The bidder registered with South African Refrigeration and air conditioning contractors association (SARACCA)			
<b>Very Good</b> (Points = 5)	Bidder registered and in good standing with South African Refrigeration and air conditioning contractors association (SARACCA)	<b>5</b>	Copy of valid proof of registration with South African Refrigeration and air conditioning contractors association (SARACCA)

## 5. QUALITY MANAGEMENT SYSTEM

Bidder to demonstrate a strong HVAC quality management system (QMS) to ensuring that:

- (i) Work is done correctly, safely, and consistently.
- (ii) Problems are tracked and fixed permanently.
- (iii) Performance is measurable and auditable;

Bidder to submit detailed quality management systems statement which includes, but not limited to; Quality Policy, Organizational Structure & Responsibilities, Document Control System, Standard Operating Procedures (SOPs), Inspection and Testing, Quality Control (QC) Measures, Compliance and Regulatory Requirements, Non-Conformance Management, Performance Monitoring & KPIs, Training and Competency Management, Health, Safety & Environmental (HSE) Integration, Reporting and Record Keeping, Customer Feedback & Continuous Improvement and Internal Reviews on service standard.

Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
<b>Good</b> (Points = 10)	Quality management system with detailed information that meets.	<b>10</b>	Attach detailed quality management quality management system.
<b>Satisfactory</b> (points = 5)	Quality management system with limited information that meets.		
<b>Imaginary</b> (Points =2)	Very brief and not specific or contain certain irrelevant information.		

## 6. LOCALITY (FOR EASE OF IMMEDIATE RESPONSE)

The Bidder must indicate and submit proof of operating office/ workshop as applicable proximity.

Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
<b>Very good</b> (Points = 10)	Bidder operating within uMlalazi Municipality boundaries.	<b>10</b>	Proof of Business address (conforming to municipal rates certificate).
<b>Good</b> (Points = 7)	Bidder operating within King Cetshwayo District		
<b>Satisfactory</b> (Points = 3)	Bidder operating within Kwazulu Natal province		
<b>Poor</b> (Points = 0)	Bidder operating within South Africa or abroad		
<b>OVERALL TOTAL</b>		<b>100</b>	

**8.1 BIDDER'S PREVIOUS EXPERIENCE REFERENCES AND PERFORMANCE REPORT FORM**

**Bidders to submit appointment letters together with references and performance report by independent referee: Tender No: KZN UML 03/26/27**

This must be sent by bidder to the reference listed in the experience of tenderer schedule. All assessment forms must be submitted together with projects appointment letters on company letterhead of previous employer.

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

Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right hand side 1 = very poor, 2 = Poor, 3= Fair, 4 = Good, 5= Excellent	Performance Rating					
	1	2	3	4	5	N/A
Quality of office administration (documentation)						
Quality of site management						
Response to emergencies						
Customer Feedback						
Quality of workmanship						
Time management ( finishing the work with stipulated time frame)						
Rectification of condemned work						
Occupational Health and Safety Management						
Overall Performance (1 = very poor, 2 = Poor, 3= Fair, 4 = Good, 5= Excellent)						

Any other remarks considered necessary to assist in evaluation of the contract  
 .....  
 .....

<b>Name of person completing this assessment form</b>	
<b>Representing Firm</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	
<b>Date of Assessment</b>	

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

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

*Official Company Stamp of company giving reference:*

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

## **8.2 EXPERIENCE OF THE BIDDER**

Attach appointment letters and good rated bidder's previous experience references and performance report from previous clients. The form is included in this tender document.

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

**8.3 QUALIFIED AND TRADE-TESTED REFRIGERATION TECHNICIANS AND REGISTERED WITH SOUTH AFRICAN QUALIFICATION AND CERTIFICATION COMMITTEE GAS (SAQCC GAS).**

Attach curriculum Vitae (C.V) with traceable reference, certified Copies of Qualifications, trade test competency certificates, gas practitioner registration card or handling certificate and identity document.

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

#### **8.4 SEMI-SKILLED (SUPPORT STAFF)**

Attach curriculum Vitae (C.V) with traceable reference, certified Copies of Qualifications, trainings certificates and identity document.

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

**8.5 ABILITY TO HANDLE MULTIPLE SITES (depth of capacity)**

List of vehicles and vehicle log books registered on Company name of registered company directors. Vehicle types excludes private use cars like sedan, hatch backs and alike.

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

## 8.6 STAFF CAPACITY

Attach curriculum Vitae (C.V) with traceable reference, certified Copies of Qualifications, trade test competency certificates and identity document

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

## **8.7 REGISTRATION WITH RELEVANT BODIES**

Copy of valid proof of registration with South African Refrigeration and air conditioning contractors association (SARACCA

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

## **8.8 QUALITY MANAGEMENT SYSTEM**

Attach detailed quality management quality management system

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

**8.9 LOCALITY (FOR EASE OF IMMEDIATE RESPONSE)**

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

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

## 9. DRAFT CONTRACT /SERVICE LEVEL AGREEMENT



**uMLALAZI MUNICIPALITY**

**AMAHHOVISI KAMASIPALA: MUNICIPAL OFFICES  
MUNISIPALE KANTORE**

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

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

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

# Contract/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”)

The following terms shall be interpreted as indicated:

- (i) “**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.
- (ii) “**Contract price/ value**” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- (iii) “**Day**” means calendar day.
- (iv) “**Delivery**” means delivery in compliance of the conditions of the contract or order.
- (v) “**Delivery ex stock**” means immediate delivery directly from stock actually on hand.
- (vi) “**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.
- (vii) “**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.
- (viii) “**Goods**” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (ix) “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (x) “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- (xi) “**Project site,**” where applicable, means the place indicated in bidding documents.
- (xii) “**Municipality/Council/Client**” means uMlalazi Municipality which is the purchaser of goods or services, also referred as “Purchaser”
- (xiii) “**Supplier**” means the appointed service provider to supply goods/provide services to municipality also referred as contractor in other parts of this tender document.

(xiv) **“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.

**“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

# 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 Year Panel of Contractor for Heating Ventilation, and Air Conditioning (HVAC) and Refrigeration Services: Contract No:**

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 (Note: To be aligned to bid document)**

#### **1.1. Contract Period**

The appointment of the Service Provider is valid 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. ISSUING OF PURCHASE ORDER (Note: To be aligned to bid document)**

- (i) Purchase order to be raised as per requirement of services as per accepted offer and pricing strategy.
- (ii) The value of work to be calculated based on accepted unit prices as per price scheduled incorporated in the form of offer.
- (iii) Amount of materials to be delivered per financial year will be determined by the municipality from time to time guided by availability of budget and need.
- (iv) The municipality will raise works orders as in when required during period of this contract
- (v) The works order will indicate material type, quantity and amount of work to be provided at that particular point in time.

### 3. SCOPE OF THE PROJECT

3.1. The envisaged scope of work is but not limited to:

- (i) Maintenance repairs and of air-conditioners
- (ii) Maintenance and servicing to Air- Conditioners
- (iii) Supply and installation of air conditioning systems
- (iv) Maintenance and servicing of refrigerators
- (v) Ventilation systems {ducting, fans, air handling units (AHUs)}
- (vi) Commission and test all installed systems
- (vii) Ensure compliance with manufacturer specifications and SANS standards
- (viii) Conduct assessment on air-conditioners and submit report to assist municipality on compilation of maintenance plan.
- (ix) **Preventative Maintenance**
  - a) Conduct scheduled servicing of all units
  - b) Clean filters, coils, and components
  - c) Check refrigerant levels and system pressures
  - d) Inspect electrical connections and controls
  - e) Lubricate moving parts
  - f) Provide maintenance reports and checklists

### 3.2. Project site

-All uMlalazi Municipality Wards as applicable to each project location.

#### **4. OBLIGATIONS AND RESPONSIBILITIES OF THE SERVICE PROVIDER**

- 4.1.1.** Provide, perform and complete the quality services in a proper, efficient and prompt manner and in accordance with the project specifications and contract requirement in terms of the agreement including compliance with applicable laws and standards such as:
- (i) Occupational Health and Safety Act (Act 85 of 1993)
  - (ii) Relevant SANS standards (e.g., SANS 10147, SANS 204 where applicable)
  - (iii) Manufacturer specifications
  - (iv) Environmental regulations for refrigerant handling
- 4.1.2.** The contractor must maintain compliance and Safety:
- (i) Comply with the Occupational Health and Safety Act (OHS Act)
  - (ii) Adhere to refrigerant handling regulations
  - (iii) Ensure technicians are properly certified (e.g., gas handling)
  - (iv) Use appropriate PPE at all times
  - (v) Dispose of refrigerants and waste responsibly
- 4.1.3.** Ensure technical requirements such as:
- (i) Units must meet minimum energy efficiency standards
  - (ii) Proper insulation and drainage must be ensured
  - (iii) On ventilation, ensure adequate airflow and indoor air quality
- 4.1.4.** To maintain for the duration of the contract all quality presented during bidding process has materially influenced decision making in awarding of this tender which shall form part of **annexures** on the contract agreement, such as use of certified personnel.
- (i) Qualified and trade-tested refrigeration technicians
  - (ii) Personnel certified in refrigerant handling
- 4.1.5.** The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 4.1.6.** The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 4.1.7.** To maintain good standing with South African Revenue Service (tax matters) and Central Supplier Data base (CSD), Compensation for Occupational Injuries and Diseases Act (COID) for the duration of the contract.
- 4.1.8.** Adhere to all health and safety requirements in accordance with OHSA.

4.1.9. The service to adhere to prescribed response time and be **available 24 hours/ week-ends** to attend to emergencies.

4.1.10. To deliver delivery goods/commencement of services as per set time frames/turnaround times below as may be finally agreed on the contract/ service level agreement;

Item No	Activity Description	Duration Unit of measure		Remarks
		Time	Unit	
1	Respond to strip and quote on emergency requests.	3	Hrs	Immediately
2	Respond to strip and quote requests on normal requests.	24	Hrs	From date of acceptance of offer
3	Submission of quotations to SCM on normal requests.	3	Days	From date of acceptance of offer
4	Commencement of work from date of order on normal requests.	2	Days	Time of request
5	Completion of work on normal requests.	-	Days	As specified on each request of quotation

4.1.11. Attended all contract administration meeting scheduled by municipality at service providers costs and must be attended by senior level delegates as indicated in the meeting invitation.

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

4.1.13. Invite responsible Municipal official for inspection and certifying work done prior leaving site or during progress of work as per agreed quality management in the contract.

**4.1.14. To perform applicable incidental Services such as:**

- (i) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (ii) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (iii) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (iv) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (v) Training of the municipality’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- (vi) Major equipment replacement unless approved.
- (vii) Structural or electrical upgrades outside HVAC scope.
- (viii) Consumables unless specified

**5. RESPONSIBILITIES AND OBLIGATIONS OF THE MUNICIPALITY**

- (i) Pay the Service Provider in accordance with the service performed as condition of this contract;
- (ii) Provide the Service Provider with clear specifications and scope of work to enable the Service provider either to quote or carry out the required services;
- (iii) To provide any existing data required by service provider to perform services where applicable as agreed on this contract.

**6. MINIMUM EXPERTISE/ STAFF/ COMPETENCIES/RESOURCES REQUIRED.**

6.1. The Service Provider must have the following minimum resources to effectively provide Services:

<b>Staff/ personnel</b>	<b>Relevant trade Competencies</b>	<b>Tools of trade/ equipment</b>
Qualified Technician and trade-tested refrigeration	Trade test and experience of air-conditioners installation, maintenance and refrigeration services.	(i) Workshop premises and appropriate bakkie for work. (ii) Refrigerant recovery machines (iii) Vacuum pumps and gauges (iv) Leak detection equipment (v) Suitable service vehicles
Semi-skilled support staff	Basic training on air-conditioner	-

6.2. The service provider must use qualified and experienced personnel to perform the required services.

6.3. It is a requirement of this contract that qualified and experienced personnel may perform work. Should it be proven that un-qualified personnel are being utilized to perform the work, the Service Provider’s contract may be terminated.

6.4. Notwithstanding the above, Un-qualified personnel may assist the qualified personnel in the repair process.

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

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.

## **8. MUNICIPAL PROJECT MANAGER**

- 8.1. 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.
- 8.2. The Project Manager mentioned above shall be the **Senior Manager Engineering Services** unless a person is appointed officially to act on his/her behalf.
- 8.3. The Service Provider shall submit nominated project manager to administer this contract.
- 8.4. The Service provider must liaise with, report to and communicate with the Project Manager on all technical matters relating to this Contract.

## **9. MONITORING, REPORTING AND PERFORMANCE MANAGEMENT.**

- 9.1. This Contract will be monitored on regular basis and performance assessment/ progress report will be required to be submitted as a supporting documents to service provider's invoice where required by municipality.
- 9.2. The Municipality reserves the right to introduce or put in place additional performance measures as and when required, as deemed necessary during contract administration.

### 9.2.1. Reporting and documentation

- (i) Provide detailed service reports after each visit
- (ii) Maintain asset registers and maintenance logs
- (iii) Report on system performance and recommend improvements
- (iv) Submit compliance certificates where applicable

### 9.3. Inspections and testing requirements that may apply, E.g.:

- (i) Service provider's premises
- (ii) Quality of materials used and any other quality control tests in relation to the supplies/ services.
- (iii) Workmanship and compliance with specification of services/goods procured.
- (iv) Project stages/ mile stones as set out in the contract document.

### 9.4. Monitoring , performance and reporting requirements includes but not limited to:

- (i) Measuring of performance against set performance indicators or specifications of goods/services.
- (ii) Submit, written reports on strip and quote discovered faults, signed job cards by authorized municipal official after completion of the work and the project progress report or any supporting documents of service performed/ work done as may be required by the municipality.

### 9.4.1. Format of communication

- (i) All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).
- (ii) All plans and contract documents submitted for approval shall be in hardcopy format.

### 9.5. Inspections and testing requirements that may apply, E.g.:

- (i) Service provider's premises
- (ii) Quality of materials used and any other quality control tests in relation to the supplies/ services
- (iii) Workmanship and compliance with specification of services/goods procured.
- (iv) Project stages/ mile stones as set out in the contract document.

9.6. Monitoring , performance and reporting requirements includes but not limited to:

- (i) Measuring of performance against set performance indicators or specifications of goods/services.
- (ii) Submit, written reports on the project progress report or any supporting documents of service performed/ work done as per the requirements of the contract.
- (iii) Presentation of progress/performance reports during the contract.

#### 9.6.1. **Format of communication**

- (i) All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).
- (ii) All plans and contract documents submitted for approval shall be in hardcopy format.

### 9.7. **CONTRACT ADMINISTRATION MEETINGS**

#### 9.7.1. **CONTRACT ADMINISTRATION MEETINGS**

- (i) To be able to manage the contract, the Employer and Service Provider will have various meetings, to proactively and jointly manage and minimise adverse risks during execution of the contract. The attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.
- (ii) Regular meetings of a general nature and special meeting may be convened and chaired by the municipality or *municipality's agent*, number of meetings per month will be determined by Municipality as needed.
- (iii) All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

## 10. **TRANSFER OF SKILLS**

10.1. Skills transfer must be provided during execution of the project where it is practically possible. The officials to whom skills must be transferred to are limited to **number of officials** nominated by employer on the commencement meeting.

- 10.2. Skills transfer must be provided during execution of the project where it is practically possible. The officials to whom skills must be transferred to are limited to **number of officials** nominated by employer on the commencement meeting.
- 10.3. Successful service provider to submit proposed skills transfer strategy on the project as requirement of this tender.
- 10.4. This schedules shall be read together with skill transfer clause of this contract. The uMlalazi Municipality is striving to capacitate its technical personnel in relation to provision of this service.
- 10.5. The service providert must ensure that skills are transferred during execution of the project or provision of work and the skill transfer shall be offered within the tendered price.
- 10.6. **Skills transfer aspects:**
- (i) Assessment of air conditioners.
  - (ii) Basic assessment of air conditioners.

**10.7. The following conditions also apply:**

- (i) Failure to transfer skills shall constitute breach of this contract.
- (ii) Skill transfer to take place on site/at Municipal office where service is performed.
- (iii) Prior arrangements be made municipality nominated personnel to ensure his/her availability.

**11. Criteria For Appointment For Specific Project/ Job**

- 11.1. Appointment will be subject to competitive bidding of all service providers in the panel.
- 11.2. If it is impractical to follow competitive bidding, issuing of works orders will be on rotation basis amongst appointed service providers subject to ability to deliver within specified timeframe as determined by the municipality from time to time.
- 11.3. During the panel period certain returnable documents will be requested as needed to verify validity or compliance.
- 11.4. Further functionality specific to the project may apply as attributed by project complexity.

- 11.5. The rotation will cut across all services as specified above.
- 11.6. The municipality will generate and issue works order based on **the accepted quotation submitted by the service provider.**
- 11.7. Amount of work to be given to the appointed service providers will be determined by the municipality from time to time guided by need.
- 11.8. The municipality does guarantee appointment for work to any service providers appointed in this panel for specific job.
- 11.9. The municipality will raise works orders as and when required during period of this contract.
- 11.10. The works order will indicate type of work, quantity and amount of work to be provided by the appointed Service provider

## **12. ACCEPTED OFFER**

### 12.1. Strip and Quote pricing

- (i) The Contractor shall, upon request, carry out an inspection of the air-conditioning unit, which may include stripping of components where necessary to determine the extent of defects and required repairs. The cost of such inspection, including strip and assessment, shall be included in and form part of the total repair cost submitted in the quotation.
- (ii) No separate or additional payment shall be made for inspection or strip activities. Furthermore, in the event that the air-conditioning unit is deemed irreparable or beyond economical repair, no inspection or strip cost shall be payable by the municipality.
- (iii) The Contractor must clearly indicate in the quotation whether the unit is repairable and provide supporting details for the recommended scope of work.

12.2. Bidders will be required to complete the pricing schedule in full when submitting quotations and all pricing must be clear, transparent, and inclusive of all costs associated with the provision of services as outlined in the Scope of Work.

12.3. Failure to complete this pricing schedule in full may result in the quotation being deemed non-responsive.

- 12.4. Should the tendered rate/price exceeds the prescribed rates by applicable regulatory body, the lowest acceptable offer may be negotiated based prescribed fees guidelines. (if applicable).
- 12.5. The price must be unconditional.
- 12.6. Vendors not registered for Value Added Tax with SARS will be treated as Non VAT vendors.
- 12.7. Tenderers to submit tender prices in accordance with the description, requirements and sections as indicated in the tender documents.
- 12.8. The Municipality reserves the right to negotiate a reasonable price with the lowest acceptable bid prior final recommendation is made.
- 12.9. 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 (Note delete what is not applicable).
- 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.
- 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. (Note: delete if not applicable)
- 12.12. The service provider agrees that the tendered price is in accordance with the requirements of the scope of work as per pricing data and scheduled items in the tender document and the following pricing instructions were taken in to consideration during tendering stage:

### **13. PAYMENTS CONDITIONS**

#### **13.1. Payment Instruction**

- 13.1.1. Payment will not be made for work or services performed that 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.
- 13.1.2. In the event of strip, no additional parts will be paid for as result of omission by the contractor.

- 13.1.3. 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.
- 13.1.4. Where applicable progress payment claims shall be submitted in the same format, accompanied by an original tax invoice.
- 13.1.5. 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.
- 13.1.6. Valid tax invoice must be submitted on the last day of each month and payment shall be made in 30 days after date of invoice.
- 13.1.7. 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.
- 13.1.8. The municipality is not obliged to pay for incomplete delivered services. In the event of the entire amount or a portion of the invoice being disputed by the Municipality, the entire invoice amount shall be withheld, until the dispute is resolved. The undisputed portion may be paid on municipality's discretion subjected to nature and conditions of services and submission of the revised invoice amount as such payment may render the contract irregular.
- 13.1.9. Invoice will be only be certified for payment once complete goods/services have been delivered /rendered, and the municipality accepts no ownership, responsibility, security for materials/product/ equipment/services whatsoever, until the goods/services are delivered /rendered.

#### **14. PENALTIES**

- 14.1. If the service provider fails to perform any or all services within the period(s) specified in the contract, the Municipality shall, without prejudice to its other remedies under the contract, deduct from the Price of due service, a penalty of **10%** of the overall current invoice amount for the delayed goods/ services/work. The Municipality may also consider applying termination clause of the contract should non-compliance with delivery timeframes constitutes gross breach of this contract.

- 14.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 14.3. 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.
- 14.4. Notwithstanding the provisions of **penalties and termination Clause**, 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.

## **15. OTHER CONTRACT ADMINISTRATION CONDITIONS OF THIS CONTRACT**

### **15.1. Use of contract documents and information; inspection**

- 15.1.1. The service provider shall not, without the municipality's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 15.1.2. The service provider shall not, without the municipality's prior written consent, make use of any document or information mentioned in **12.1.1 above**, except for purposes of performing the contract.
- 15.1.3. Any document, other than the contract itself mentioned in **12.1.1 above** shall remain the property of the service provider and shall be returned (all copies) to the municipality on completion of the service provider's performance under the contract if so required by the municipality.

15.1.4. The service provider shall permit the municipality to inspect the service provider's records relating to the performance of the supplier and to have them audited by auditors appointed by the municipality, if so required by the municipality.

## 15.2. **Patent rights**

15.2.1.1. The service provider shall indemnify the municipality against all third-party claims of infringement of patent, trademark, or industrial design rights arising during rendering of service or from use of the goods or any part thereof by the municipality.

## 15.3. **Insurance**

15.3.1.1. The goods/ services supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery as per the contract.

## 15.4. **Performance security**

15.4.1.1. Within **thirty (30) days** of receipt of the notification of contract award, the successful bidder shall furnish to the municipality the performance security of the amount of N/A of the contract value.

15.4.1.2. The proceeds of the performance security shall be payable to the municipality as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract and shall be administered as set out in the contract.

15.4.1.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the municipality and shall be in one of the following forms:

- (i) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the municipality's country or abroad, acceptable to the municipality, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (ii) Letter of pledging and ceding percentage of the accumulated payment due to the service provider which shall be released on the final payment to the service provider.

15.4.1.4. The performance security will be discharged by the municipality and returned to the service provider not later than **thirty (30) days** following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in otherwise in this contract.

## 15.5. **Warranty and guarantee**

**15.5.1.1.** The supplier warrants that the goods supplied under the contract are new, unused. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship.

**15.5.1.2.** This warranty shall remain valid for **(will be specified on each work)** months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.

**15.5.1.3.** This guarantee shall remain valid for **(will be specified on each work)** days after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract

**15.5.1.4.** The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

**15.5.1.5.** Upon receipt of such notice, the supplier shall, within the period **(will be specified on each work)** Days and with all reasonable speed, repair the defective goods or parts thereof, if within guarantee period, completely replace the goods without costs to the purchaser.

**15.5.1.6.** If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## 15.6. **Inspections, tests and analyses**

**15.6.1.1.** All pre-bidding testing will be for the account of the bidder.

**15.6.1.2.** If it is a bid condition that supplies/services to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the

work site, premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the municipality or an person/organization acting on behalf of the municipality.

**15.6.1.3.** If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned as set out in the contract agreement.

**15.6.1.4. Inspections and testing applicable to this provision of goods or services:**

<b>Inspection</b>	<b>Frequency</b>	<b>Place</b>
Site inspection	Any time	Project site
Premises Inspection	As and when required	Service provider’s premises
Testing	As per quality management requirements on each work to be done.	On site

**15.6.1.5.** If the inspections, tests and analyses referred to in 14.6.1.2 and 14.6.1.3 above were carried out beyond normal requirements of contract or as a results of disputed quality of goods or services, and results show the goods/services to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

**15.6.1.6.** Where the supplies or services referred to in clauses 14.6.1.2 and 14.6.1.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

**15.6.1.7.** Supplies and services which are referred to in 14.6.1.2 and 14.6.1.3 above and which do not comply with the contract requirements may be rejected.

**15.6.1.8.** Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

**15.6.1.9.** The provisions in 14.6.1.8 to 14.6.1.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of **Clause for termination for default.**

## **16. 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 **8 hours** when required, failing which the municipality may apply the penalty Clause 16 or termination **Clause** as may deemed necessary.

## **17. INDEMNITY**

The Service Provider acknowledges hereby in favour of the uMlalazi Council, that this agreement is signed by both parties on the basis that the Service Provider is an independent Service Provider.

The Service Provider accordingly hereby indemnifies the uMlalazi Municipality and it's 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 actions etcetera are a direct result of the Service Provider's or his/her substitutes conduct in terms of this agreement.

## **18. TERMINATION FOR INSOLVENCY**

18.1.1. The municipality may at any time terminate the contract by giving One (1) Months written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

18.2. The municipality reserves the right to terminate this agreement by way of Three (3) Months Written Notice, in cases where:-

18.2.1. Budget becomes unavailable to continue rendering the service.

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

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

## **19. TERMINATION**

19.1. **Termination due to Default by Service Provider**

- 19.1.1. The municipality shall terminate with immediate effect at any stage this contract in the event that municipality discovers that this contract was awarded as a results of service provider in the judgment of the municipality has committed fraudulent or corrupt practice during bidding stage or execution of the contract.
- 19.1.2. 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.
- 19.1.3. A notice to rectify must:
- 19.1.3.1. State that it is as notice given under this sub-clause of these Conditions;
- 19.1.3.2. Specify the alleged breach in detail;
- 19.1.3.3. Specify the date by which the Service provider must respond to this notice which **date/time** shall be **determined by the municipality** subject to nature of the breach from 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;
- 19.1.3.4. Municipality, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the service provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to the Clause specifying to extension of time.
- (b) if the service provider fails to perform any other obligation(s) under the contract.
- 19.1.3.5. In the event the municipality terminates the contract in whole or in part, the municipality may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 19.1.3.6. Where the municipality terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 19.1.3.7. If a municipality intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 19.1.3.8. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 19.1.3.9. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 19.1.3.10. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## 19.2. Termination on Notice

- 19.2.1. The Municipality may terminate the Contract at any time by giving the Service provider at least **three (03) months** prior written notice, where municipality decide to reviews its service

delivery strategies and mechanisms on basis of financial viabilities/costs effectiveness of current strategies.

- 19.2.2. The period of this notice shall run from the date upon which the notice is received by the Service Provider.
- 19.2.3. 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 Services to the date of termination together.
- 19.2.4. 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 .
- 19.3. **Termination on Default by Municipality**
  - 19.3.1. 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 **thirty (30) days** of the date of the receipt of the notice.
  - 19.3.2. Should the Municipality fail to pay in that time, the Service provider shall grant the municipality a further **thirty (30) days** to pay the accumulated amount, failing which the service provider may terminate this agreement, during extension, service provider shall not be penalized for temporally suspending his services.
- 19.4. **Effect of Termination**
  - 19.4.1. 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.
  - 19.4.2. On the date of termination, the rights and obligations of the Parties described in this contract shall cease.
  - 19.4.3. 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.
- 19.5. **Effect of Termination**

- 19.5.1. 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.
- 19.5.2. On the date of termination, the rights and obligations of the Parties described in this contract shall cease.
- 19.5.3. 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.

**20. DISPUTE RESOLUTION**

- 20.1. 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
- 20.2. 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.
- 20.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

**21. 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 OHS Act 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 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 SERVICE PROVIDER - MANDATARY**

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NAME	SIGNATURE	DATE
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**SIGNED BY WITNESS:**

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NAME	SIGNATURE	DATE
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Signed at ..... on the ..... day of ..... 20.....

**SIGNED BY/ON BEHALF OF UMLALAZI MUNICIPALITY**

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NAME	SIGNATURE	DATE
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**SIGNED BY WITNESS:**

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NAME	SIGNATURE	DATE
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**22. DOMICILIUM CITANDI ET EXECUTANDI**

22.1. NOTICES AND DOMICILIA

22.1.1. 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 –

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

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

22.1.2. 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.

22.1.3. 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.

22.2. Any notice so given:-

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

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

22.2.3. Any notice written in the English language which is actually received by the party to whom the written notice- is addressed will be deemed to have been properly given and received notwithstanding that such written notice has not been given in accordance with other provisions of this clause.

**THE MUNICIPALITY (UMLALAZI MUNICIPALITY)**

Thus done and signed by \_\_\_\_\_ at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in the presence of the undersigned witnesses:-

**DULY AUTHORISED REPRESENTATIVE**

**SIGNATURE.....  
[THE MUNICIPAL MANAGER]**

As witnesses: - **for (UMLALAZI MUNICIPALITY)**

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

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

**THE SERVICE PROVIDER**

Thus done and signed by \_\_\_\_\_ at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in the presence of the undersigned witnesses:-

**DULY AUTHORIZED REPRESENTATIVE**

**SIGNATURE .....  
[DULYAUTHORISED MEMBER]**

As witnesses: - **For: [ \_\_\_\_\_ ]**  
**COMPANY NAME**

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

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

**ANNEXURES ( as applicable to the contract)**

- Appointment letter
- Pricing schedule
- Certificate of Authority to sign documents
- Skills transfer agreement
- Prescribed turnaround time/ time frames (approved programme of work)
- Any other crucial contract administration documents;
  - Nominated key personnel qualification
  - List of available resources etc.