uMLALAZI MUNICIPALITY

TENDER NO: KZN ULM 21/26/27

TENDER DOCUMENT FOR:

THREE- YEAR CONTRACT - MOWING OF VERGES, CEMETERIES, RECREATIONAL FACILITIES AND OPEN SPACES IN GINGINDLOVU CLUSTER 2

CLOSING DATE: 14 DECEMBER 2026 AT 12:00

COMPILED BY: Community services P O BOX 37, Eshowe, 3815 Butcher Street, Eshowe, 3815	**SCM OFFICES ADDRESS** KV Challenor Street (Industrial Areas) ESHOWE, 3815
Technical Related Queries Contact Person: Nozipho Mahaye Tel Nº: +27 35 473 3300 (Ext – 3427 Email: Noziphom@umlalazi.gov.za	**SCM Related Queries** Contact Person: Sanele Duma Tel Nº: +27 35 473 3300 (Ext - 3457) Email: saneled@umlalazi.gov.za

SERVICE PROVIDER'S DETAILS:

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

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1. NOTICE

UMLALAZI MUNICIPALITY

INVITATION FOR THE SUBMISSION OF TENDERS

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

TENDER DESCRIPTION	TENDER NUMBER	COMPULSORY BRIEFING SESSION DETAILS	CLOSING DATE AND TIME	FUNCTIONALITY
Three-year contract: Mowing of verges, cemeteries, recreational facilities and open spaces in Gingindlovu cluster 2.	KZN ULM 21/26/27	01 December 2026 at 11 KV Challenor Street, Eshowe at 10h00	14 December 2026 at 11 KV Challenor Street, Eshowe at 12h00	• Experience = 15 • Proof of Plant and Equipment =20 • Locality = 15

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

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

Specific Goals: -

NO.	Categories	Weight	80|20
1.	**Ownership Goals**:		
	• BBBEE Level 1	**100%**	**10**
	• BBBEE Level 2	60%	6
	• BBBEE Level 3 & Below	20%	2
2.	**Reconstruction & Development Programme Goals**:		
	• Enterprise Located within uMlalazi Municipality	**100%**	**4**
	• Enterprise Located within District Municipality	50%	2
	• Enterprise Located within the Province	25%	1

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

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

Tender documents are available on E-Tenders Portal at no cost. The documents must be collected **at the Municipal offices Financial Services Revenue Section, Hutchinson Street, Eshowe, Monday to Fridays from 08:30 to 14:30. Tender Documents will be available from 16 November 2026 up to 30 November 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 documents.**

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

Late tenders, electronic mailed, electronic filling/completing of tender document, 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 **Manager: Parks and Gardens – Ms. Nozipho Mahaye on 035 473 3427/ 082 934 3917** during normal office hours.

MR. N.N. SHANDU
MUNICIPAL MANAGER
Display date: 12 November 2026
Notice number: 35/26/27

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 which also refers to uMlalazi Municipality in the tender document.

(xxi) "**Supplier"** means the appointed service provider to supply goods/provide services to municipality also referred as contractor in other parts of this tender document.

(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.

2.1 RETURN OF DOCUMENT

The completed and signed set of Tender Documents shall be sealed in an envelope endorsed **"THREE- YEAR CONTRACT: MOWING OF VERGES, CEMETERIES, RECREATIONAL FACILITIES AND OPEN SPACES IN GINGINDLOVU CLUSTER 2."** must reach the Municipal Manager, uMlalazi Municipality, by hand and placed in the Tender Box at the SCM offices, KV Challenor road (industrial Area), by no later than **12:00 pm** on the date as per advert where they will be opened in public. NB: Late tenders, telegraphic or facsimile tenders will not be considered.

2.2 COMPLETION OF TENDER DOCUMENT

2.2.1 Tender document must be completed in very manner and all required returnable documentation must be furnished as specified in this bid.

2.2.2 Fraudulent practice will result in the disqualification of the bid and any further corrective actions that may be required.

2.2.3 Forms in this tender document must be completed and signed.

2.2.4 All pages allocated signing spaces must be signed.

2.2.5 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.

LIST OF RETURNABLE DOCUMENTS TO BE SUBMITTED BY TENDERER

Returnable documents instructions:

(i) Bidders are required to submit all returnable documents 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)

Item	Description	Remark
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
RETURNABLE SCHEDULE DOCUMENTS		
I.	Preferential Procurement Points claim from in terms of the preferential procurement regulations 2022	Compulsory
J.	Supporting documents for preferential procurement for goals points (refer to MBD 6.1) **table 1**	Further evaluation
K.	Declaration of interest	Compulsory
L.	Declaration of Bidders past Supply Chain Management practices	Compulsory
M.	Certificate of Independent Bid Determination	Compulsory
N.	MBD5 Declaration for procurement above R10 Million (All applicable taxes included)	Compulsory, If Applicable
O.	Agreement in terms of section 37(2) of the occupational health and safety act no 85 of 1993.	For contract purposes
P.	Record of addenda to tender document	Compulsory
Q.	Certificate of authority to sign documents	Compulsory
R.	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 municipity's written approval will be allowed''

2.9.3. Appointed bidder will be required to maintain all quality presented during bidding process which has materially influenced decision making in awarding of this tender, this shall be part of the service level agreement.

2.10. LOCATION AND GEOGRAPHICAL SIZE OF THE MUNICIPALITY

The administrative center of uMlalazi Local Municipality (KZN284) (Eshowe) is situated along the north eastern coast of Kwa Zulu Natal, 140km north east of Durban. UMlalazi municipality is located within King Cetshwayo District. Geographically, the municipal area covers 2 217km² and consist of 28 electoral wards with dominance of rural wards, and there are 14 tribal authority areas of which AmaKhosi are custodians thereof on behalf of the Ingonyama Trust Board.

2.11. INSPECTION

The successful tenderer must be acquainted with uMlalazi Municipality area. 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. CONTRACTAGREEMENT/SERVICE LEVEL AGREEMENT

2.17.1. The successful Service Provider shall sign a Contract/ Service Level Agreement with the Municipality read together with terms of this bid document.

2.17.2. 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.

2.17.3. 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.

2.17.4. Draft contract or service level agreement is included in this document for tendering purposes.

3.1. BACKGROUND

The Municipality intends entering into an agreement with the contactor to provide service of mowing of verges, cemeteries and open spaces in: Gingindlovu Cluster 2.

3.2 CONTRACT OR PROJECT DURATION

The contract period shall be **thirty six (36)** months, read together with the other relevant clauses in the service level agreement.

3.3 SCOPE OF WORK AND SPECIFICATIONS

3.3.1 **The Contractor to mow and maintain all verges, parks, open spaces, cemeteries and recreational facilities (including servitudes) on a cycle basis every (two) weeks within the town. Total Area - Gingindlovu Cluster 2 = +/- 23 107.8 m²**. The contractor is expected to mow and trim edges of all verges and open spaces / parks (including servitudes)

3.3.2 If no boundary is evident, then the verge is to be maintained to a width of 3m or to the boundary of the natural vegetation whichever is the lessor.

3.3.3 Any fallen branches, etc, are to be removed within the same day, direct to an approved waste disposal site.

3.3.4 All organic debris, cardboard or plastic containers and litter, irrespective of size found on site by the contractor shall be collected and disposed of at Council's refuse site, on the same day as the mowing being undertaken.

3.3.5 The Contractor acknowledges that he has fully acquainted himself with the nature and extent of such areas.

3.3.6 Verges, cemeteries and open spaces are to be maintained between 07h30 – 16h30 of working (Monday – Friday) days in the week. Weekends on special request/conditions.

3.3.7 Neither the Contractor nor any part thereof may be sublet without the written consent of the Council. Prior to the Contractor entering into any additional mowing contracts within the area to which this contract applies and with any other party, the Contractor shall supply the details thereof to the Council. Such additional contracts shall not cause the Contractor not to fulfill the requirements of the contract with the Council as specified elsewhere in this contract document.

3.1. PROJECT SITE WARD 18

CLUSTER 2

1. Kudu street
2. Offer street
3. Market lane
4. Nyala Road and all open spaces
5. Rooibok Street and all open spaces
6. Steenbok Street and all open spaces
7. Community Cemetery (along R66)
8. Sablebok street
9. Bluebuck street
10. Bushbuck street
11. Blesbok street
12. Springbuck street
13. Webber street
14. Eshowe street
15. Foxon street
16. Reinbuck street

3.4 OBLIGATIONS AND RESPONSIBILITIES OF THE SERVICE PROVIDER

The duties of the Contractor are as follows:-

3.4.1 The Contractor agrees to engage his service for the maintenance and cutting of all verges, open spaces, parks, gardens, cemeteries and recreational facilities within Gingindlovu CLUSTER 2**.**

3.4.2 Work will only be permitted during normal working hours on Monday to Friday. Special arrangements will have to be made before any work may commence on Saturdays and council reserves the right not to grant such permission.

3.4.3 The maintenance includes trimming the peripheral areas of all trees, poles, road signs and miscellaneous obstacles.

3.4.4 All embankments are to be cut with approved equipment (brush-cutters).

3.4.5 Low hanging branches of trees on the verge will need to be pruned occasionally around area to be cut.

3.4.6 The Contractor is to make provision for materials, equipment, tools, use and maintenance of all machines and equipment needed for the maintenance and cutting of all verges, open spaces, parks, gardens and recreational facilities and cemeteries.

3.4.7 A management programme for grass cutting is to be presented to the Director Community Services who may by means of written notice change or restrict such programme without affecting the validity of the contract and furthermore that no counter claim as a result of such notice will result in a claim against the uMlalazi Council.

3.4.8 The Contractor shall maintain such records as may be required of him / her by the Council to protect its interests or that of the ratepayer and when requested by a duly authorized official/s of the Council, make available all or any information required concerning the rendering of the verge mowing service.

3.4.9 The Contractor will execute his activities in such a manner that no nuisance or damage is caused to properties and that there is minimal disruption of vehicular traffic and that the Road Traffic Act is strictly complied with.

3.4.10 The Contractor will have to provide adequate valid public liability insurance for the duration of the contract and shall provide the employer with a copy of the policy prior to commencement of this contract. The Contractor will be liable for all costs relating to the policy.

3.4.11 The uMlalazi Council is to be indemnified of any damage or claim which may emanate due to the Contractor's activities and furthermore the Contractor will take all necessary precautions to preclude stones and miscellaneous debris from being flung from under his cutting equipment.

3.4.12 The Contractor will ensure that his / her activities will conform to the uMlalazi Council's Environmental Policy and furthermore that his activities will be environmentally friendly e.g. no unnecessary damage to trees on verges etc.

3.4.13 The Contractor must make his own arrangements in respect of a depot.

3.4.14 In case of side discharge, the contractor is to ensure that clippings are not discharged directly onto the road or driveways and in the event that this should happen, the clippings are to be removed on the same day as mowing is undertaken.

3.4.15 The plant and equipment used by the contractor in the execution of the works will have to be of a good quality and appearance, sound design and manufacture, of such a character as will afford proper facilities for carrying out the work required in expeditiously and good workmanship and be suited for the purpose for which it is to be used and will have to be maintained in thorough working order.

3.4.16 The plant and equipment to be used in the fulfillment of the contract shall be listed as Annexure A to this contract and such plant and equipment shall be available for inspection by the Director Community Services.

3.4.17 All plant and equipment shall be maintained to the satisfaction of the Council.

3.4.18 The contractor shall indemnify the Council against any claims in terms of the Occupational Health and safety Act.

3.4.19 The Contractor acknowledges that he / she is an independent Contractor and not an employee of the uMlalazi Council. The Contractor agrees to engage his service for the maintenance and cutting of all verges, open spaces, parks, gardens, cemeteries and recreational facilities within Gingindlovu CLUSTER 2.

4. STAFF

4.1 The contractor to ensure that full staff complement on site at all times with fully operating machinery and acceptable PPE.

4.2 The Contractor will ensure that each staff member is equipped with the proper safety gear for the equipment they use – Occupational Health and Safety Act is to be strictly complied with (Orange protective clothing visible marked – EPWP). Regular checks to be made to ensure staff are adequately protected.

4.3 Contractor to employ 80% of local labour.

5. MONITORING, REPORTING, REQUIREMENTS AND PERFOMANCE MANAGEMENT

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

5.2 Contractor is required to submit the employment contracts for EPWP personnel prior to the commencement of this contract and must submit signed attendance registers for employees attached with monthly claim invoices

5.3 Attend 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.

5.4 Adhere to all health and safety requirements in accordance with OHSA.

5.5 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.

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

6 MONITORING, REPORTING AND PERFORMANCE MANAGEMENT

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

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

4. PRICING DATA AND SCHEDULED ITEMS

4.1.Pricing Instructions

4.1.1 Bidders are required to complete the pricing schedule in full. All pricing must be clear, transparent, and inclusive of all costs associated with the provision of services as outlined in the Scope of Work.

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

4.1.3 Annual escalation equivalent to **Consumer Price Index (CPIX)** shall apply but not exceeding **10%.**

4.1.4 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).

4.1.5 The price must be unconditional.

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

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

4.1.8 All provisional sums items provided in the pricing schedule are for purposes of tender evaluation or are estimates, claims will be based on actual costs incurred for work done.

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

4.1.10 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).

4.1.11 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.

4.1.12 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)

4.2.Criteria For Issuing of Purchase Order

4.2.1. Purchase order will be issued by municipality monthly.

4.2.2. The municipality will generate and issue works order based on **accepted unit prices** as per price scheduled incorporated in the form of offer.

4.2.3. Amount of materials/ product/ service to be delivered per financial year will be determined by the municipality from time to time guided by availability of budget and need.

4.2.4. The municipality will raise works orders as in when required during period of this contract.

4.2.5. No work to be performed without an official purchase order or written instruction from Municipality.

4.2.6. The works order will indicate material type, quantity and amount of work to be provided on each occasion.

4.3.

Item	Description	Amount per month	Quantity	Total Amount
1	Mowing of verges Gingindlovu		12 months	
			TOTAL COST (EXCL. VAT)	
			VAT 15% (Only vat registered)	
			TOTAL COST (INCL. VAT) NB: Carry total to Form of Offer	

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. Payment will be made by the municipality to the Service Provider upon delivery of service, of 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.

5.1.3. Where applicable, payment claims shall be submitted in the same format, accompanied by an original tax invoice.

5.1.4. All provisional sums items provided in the pricing schedule are for purposes of tender evaluation or are estimates, claims will be based on actual costs incurred for work done

5.1.5. The Service Provider is obliged to submit the invoice together with a signed monthly reports, travel logbooks, 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. If 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.

5.1.9. Invoice will only be certified for payment once services have been rendered, and the municipality accepts no ownership, responsibility, security for materials/product/ equipment/services whatsoever, until the services are 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 5%** 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 render grass cutting service within the period 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 OFFER

TENDER KZN ULM 21/26/27

The Municipal Manager
uMlalazi Municipality
P O Box 37
ESHOWE
3815

Sir,

I/We _____ do hereby tender for the **Three-year contract: Mowing of verges, cemeteries, recreational facilities and open spaces in Gingindlovu Cluster 2** as per specifications and scope of work in the tender document for an amount of: -

Total carried from pricing schedule (Exclusive of VAT) R _____

15% VAT (if vat registered) R _____

Total carried from pricing schedule (Inclusive of VAT) R _____

Total amount in words:

_____

_____

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

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

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

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

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

THE CONDITIONS OF TENDER I/WE READ AND ACCEPT

Signature (of person authorized to sign the tender):

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

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

7. ACCEPTANCE

Contract No: KZN ULM 21/26/27

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 : _____

8. 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 RECIEPT TO THIS PAGE

SIGNED ON BEHALF OF TENDERER : …….....

B. CERTIFICATE OF ATTENDANCE OF COMPULSORY BRIEFING SESSION.

PROJECT NAME: "MOWING OF VERGES, CEMETERIES, RECREATIONAL FACILITIES AND OPEN SPACES IN GINGINDLOVU CLUSTER 2."

(Please print)

It is hereby CERTIFIED that I, …… *(name)* in my

capacity as……and a duly authorized

representative of…… (the TENDERER)

of (address)……

in the company of……(the Municipality)

attended the official briefing session on …….(date)

for and on behalf of the above-named Tenderer.

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

Particulars of person(s) attending the meeting:

Name: .....……..... Signature: .....….....

Capacity: .....

Name: ….....…… Signature: .....….....

Capacity: .....

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

Name: .....……...……..... Signature: .....

Capacity: .....……....Date and Time: .....…….....

Municipality Date Stamp

C. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to complete in full, the attached form TCC 001. 'Application for Tax Clearance Certificate' and submit it to any SARS branch office nationally. The Tax Clearance Certificate requirements are also applicable to foreign bidders/individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance will not be acceptable.

4. In bids where Consortia/Joint Ventures/ Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" forms are available from any SARS branch office nationally or on the website www.sars.gov.za

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

SIGNED ON BEHALF OF TENDERER: …….....

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

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

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

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 m**y 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 STATEMETS

(Attach AFS TO THIS PAGE)

SIGNED ON BEHALF OF TENDERER: .....

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: .....

RETURNABLE SCHEDULE DOCUMENTS

MBD 6.1

I. 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
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

5.2.1 SUMMARY TABLE FOR CALCULATION OF PRERERENTIAL POINTS FOR SPECIFIC GOALS				
			<R50 Million	>R50 Million
NO.	**Categories**	**Weight**	**80|20**	**90|10**

1	Ownership Goals	50%	10	5
2	Empowerment Goals	20%	4	2
3	Reconstruction & Development Programme Goals	20%	4	2
4	Other Goals (Specify)	10%	2	1
		100%	**20**	**10**

5.2.2 SPECIFIC GOAL NO.1-OWNERSHIP CATEGORY

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

	Youth ownership - 100% : Black	**100%**	**10**	**5**	**ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate**
	Youth ownership - > 51% : Black	**80%**	**8**	**4**	**ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate**
	Youth ownership - 25% - 50% : Black	**40%**	**4**	**2**	**ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate**
	Youth ownership - 100% : White	**20%**	**2**	**1**	**ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate**

5.2.3 SPECIFIC GOAL NO.2 –EMPOWERMENT CATEGORY

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

5.2.4 SPECIFIC GOAL NO 3- RDP CATEGORY

#	Specific Goal(s)	Weight	80|20 PP	90|10 PP	Verification
	Reconstruction and Development :				
1	**Promotion of Local Business(s)**				

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

SPECIFIC GOAL NO 4 – OTHER GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (90/10 system) (To be completed by the organ of state)**	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (90/10 system) (To be completed by the tenderer)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
	N/A		N/A	
Ownership Goals: **# 1** • BBBEE Level 1 • BBBEE Level 2		**10**		

• BBBEE Level 3 & Below				
Reconstruction & Development Programme (RDP) Goals: **Promotion of Local Business # 1** • Enterprise Located within uMlalazi Municipality • Enterprise Located within District Municipality • Enterprise Located within the Province		**4**		
Reconstruction & Development Programme (RDP) Goals:**SMME Development (EME and QSE) #2** • an EME or QSE which is at least 100% owned by black people • an EME or QSE which is at least 51% owned by black people • an EME or QSE which is at 25% - 50% owned by black people		**4**		
Other Goals: Combination of other goals: **#1** • an EME or QSE that is 100% owned by : Black (Youth , Women , Disabled People ,Military Veterans), residing within uMlalazi Municipality		**2**		
TOTAL		**20**		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the 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.

…….

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:…….

DATE:……

ADDRESS:…….

……

J. DECLARATION OF INTEREST

MBD 4

1. Any legal person, including persons employed by the state[1], 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[2]):

……...……
…

2.4 Company Registration Number:

……
……

2.5 Tax Reference Number:

……
…

2.6 VAT Registration Number:

……..……
…

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

[1]"State" means –

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

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

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

YES / NO

2.7.1 If so, furnish the following particulars:

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

……..……...……

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

…….

Position occupied in the state institution:

……..……

Any other particulars:

……
……
……
……

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

YES / NO

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

YES / NO

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

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

……
……
……...……
……

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

YES / NO

2.8.1 If so, furnish particulars:

……
……
……...……
……

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

YES / NO

2.9.1 If so, furnish particulars:

……
……
……...……
……

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

YES/NO

2.10.1. If so, furnish particulars:

……
……
……...……
……..

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

YES/NO

2.11.1. If so, furnish particulars:

……
……
……...……
…….

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

Full Name	**Identity Number**	**Personal Tax Reference Number**	**State Employee Number / Persal Number**

4 DECLARATION

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN

TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT

SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ..……
Signature Date

……. ……
Position Name of bidder

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

MBD 8

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……

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

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

……...	**……..**
Signature	**Date**
…….	**……..**
Position	**Name of Bidder**

MBD 5

L. 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[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;
(b) geographical area where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

…… ……
Signature Date

…….. ……
Position Name of Bidder

References

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

M. 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: …….

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

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

in his capacity as:

And

Company Name: ……

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

…….

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

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

CONTRACT No: ..... (CONTRACT TITLE)

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

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

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

COID ACT Registration Number: .....

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

NOW THEREFORE the parties agree as follows:

1. The Service Provider undertakes to acquaint the appropriate officials and employees of the Service provider with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

2. The SERVICE PROVIDER undertakes to fully comply with all relevant duties,

obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the SERVICE PROVIDER , his officials and employees. The SERVICE PROVIDER shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The SERVICE PROVIDER hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the SERVICE PROVIDER expressly absolves the EMPLOYER and the Employer's 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

NAME	**SIGNATURE**	**DATE**

SIGNED BY WITNESS:

NAME	**SIGNATURE**	**DATE**

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

SIGNED BY/ON BEHALF OF UMLALAZI MUNICIPALITY

NAME	SIGNATURE	DATE

SIGNED BY WITNESS:

NAME	SIGNATURE	DATE

O. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1		
2		
3		
4		
5		

Compulsory Note:

1. Addendum issued by Municipality comes part of this bid and it is compulsory to every bidder to submit it with the bid.

2. If the bidder did not receive addendum through the email address provided in the briefing attendance register on the date agreed, it is the responsibility of the bidder to send an email in the email address provided in this document to request the said addendum.

NAME: …… POSITION: ……

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

P. CERTICICATE OF AUTHORITY SIGN DOCUMENTS

The Municipal Manager
uMlalazi Municipality
P O Box 37
ESHOWE
3815

AFFIDAVIT

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

SIGNED AT THIS DAY OF 20____

_____
WITNESS

_____
TENDERER

Q. 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: .....

9. FUNCTIONALITY

Note: the bidder must achieve minimum of 80 % (40 Points) in functionality. The Table below reflects **evaluation functionality components** and the overall weighting on each **Criteria component** of the functionality are as follows:

<table>
<tr><th colspan="4">1. BIDDER'S PREVIOUS EXPERIENCE</th></tr>
<tr><td colspan="4">The bidder to demonstrate comprehensive proven experience on previously completed projects in <u>the past 3 years</u>, in Grass cutting contracts.</td></tr>
<tr><td>Rating for Criteria</td><td>Guidelines For Criteria Application</td><td>Max Points</td><td>Verification Method</td></tr>
<tr><td>Excellent (Points = 15)</td><td>Three (3) or more completed projects.</td><td rowspan="3">15</td><td rowspan="3">Attach appointment letters and positive referral letters from previous Clients</td></tr>
<tr><td>Good (Points = 10)</td><td>Two (2) completed projects.</td></tr>
<tr><td>Satisfactory (Points = 5)</td><td>One (1) completed projects.</td></tr>
<tr><th colspan="4">2. PLANT AND EQUIPMENT/ TOOLS OF TRADE</th></tr>
<tr><td colspan="4">The bidder must have the following listed critical resources that are required to provide the service, together with all required documentation as supporting documents showing the status of ownership and availability of resources:</td></tr>
<tr><td>Rating for Criteria</td><td>Guidelines For Criteria Application</td><td>Max Points</td><td>Verification Method</td></tr>
<tr><td>Excellent (Points = 20)</td><td>1 x Tractor with slasher
12 x brush cutting machine(s)
1 x Ride-on-Mower</td><td rowspan="2">20</td><td rowspan="2"><u>Ride-on- Mower and brush cutting machine;</u>
Attach proof of purchase or proof of ownership, showing the machinery serial number.
<u>Tractor with slasher;</u>
Logbook or Lease Agreement of tractor with slasher detailing the particulars of the owner and serial number</td></tr>
<tr><td>Good (Points = 15)</td><td>1 x Tractor with slasher
12 x brush cutting machines</td></tr>
<tr><th colspan="4">3. LOCALITY</th></tr>
</table>

The bidder must have the required documentation, supporting that the business is operating within the jurisdiction of King Cetshwayo District Municipality.			
Rating for Criteria	**Guidelines For Criteria Application**	**Max Points**	**Verification Method**
Excellent (Points = 15)	uMlalazi Local Municipality	15	Attach proof of business address and updated rates receipts from the Municipality
Good (Points = 10)	King Cetshwayo District Municipality		
Satisfactory (Points = 0)	Kwa-Zulu Natal Province		

OVERALL TOTAL	**50**	

9.1. EXPERIENCE OF THE BIDDER

Attach appointment letters and positive referral letters from previous Clients

SIGNED ON BEHALF OF TENDERER: .....

9.2. PLANT AND EQUIPMENT/ TOOLS OF TRADE

Attach proof of:

Ride-on- Mower and brush cutting machine;

Attach proof of purchase or proof of ownership, showing the machinery serial number.

&

Tractor with slasher;

Logbook or Lease Agreement of tractor with slasher detailing the particulars of the owner and serial number

SIGNED ON BEHALF OF TENDERER: .....

9.3. LOCALITY

Attach proof of business address and updated rates receipts from the Municipality

SIGNED ON BEHALF OF TENDERER: .....