

169 Main Street  
Private Bag 53  
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Email: [info@umzimkhulu.gov.za](mailto:info@umzimkhulu.gov.za)  
Tel: (039) 259 5000/5300  
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## BUDGET & TREASURY DEPARTMENT

PROVINCE OF KWAZULU-NATAL  
KZN 438

	DETAILS REQUIRED	DETAILS PROVIDED
1	Project Name	Supply and Delivery for CCS Stationery
2	The Service provider / supplier /Contractor	Nashua Maritzburg
3	Contract Number	8/2/1/202
4	Contractor's Active Postal Address	203 Hoosen Haffejee Street PM Burg
	Commencement Date	12/08/2019
	Termination Date	02/09/2019
6	.1 Contractor's Active Fax No.	033 3959133 / 086 2487131
	.2 Telephone Numbers	033 3959100
	.3 Contractor's E-mail Address	mark@nasuapmb.co.za
7	Contract Amount	R460 657.29 ( Four Hundred and sixty Thousands Six Hundred and fifty Seven Rand Twenty Nine Cents)
8	Annexures	(a) Tender Document ; (b) Appointment Letter;

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		(c) Acceptance Letter;
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### Agreement Overview

This Supply and delivery for CSS Stationery Agreement represent the service level agreement ( " SLA OR Agreement " ) under the bid number ULM –CSS 004 /19 between NASHUA MARITZBURG herein represented by Mr Mark Vetter in his capacity as the Consumable Sales Manager of the company. and UMzimkhulu Local Municipality / Purchaser represented by Mr. ZS Sikhosana in his capacity as the municipal Manager.

This Supply and delivery for css stationery agreement shall be effective as of 12 August 2019 \_\_\_\_\_ 2019 (4 weeks ). The Service provider / supplier (NASHUA MARITZBURG) and the municipality / Purchaser are hereinafter referred to collectively as the "parties" and individually as a "party".

### Background of the agreement

- A. Concurrently with the execution of this agreement , Service provider / supplier and the Municipality / Purchaser have entered into that Supply and delivery for css Stationery agreement under the terms that the Service provider / supplier will provide Supply and delivery for css Stationery for the municipality / Purchaser , the parties have agreed to enter into Supply and delivery for css Stationery agreement under the terms of which the Service provider / supplier , under the auspices of Supply and delivery for css Stationery , shall provide certain consulting services for a period of at least 4 weeks .

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NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. Nature of Services. The Municipality / Purchaser engages , and the Service provider / supplier agrees to use its contacts and expertise and experience in assisting the Municipality / Purchaser to provide with skills and experience in the field of supply and delivery for municipality / Purchaser building plans . Without limiting the generality of the foregoing, Service provider / supplier agrees to actively pursue the works on providing the Municipality / Purchaser with Supply and delivery for css stationery as it may be required by the Municipality / Purchaser. In this regard, Service provider / supplier agrees to use its best efforts to transition its skills and expertise to provide the best service to the, municipality / Purchaser. The activities of Service provider / supplier referred to in this Section 1 are referred to as " Services"
2. Designation of Service provider / supplier The Service provider / supplier is hereby designated as the person who will perform the services of supply and delivery for the municipality Purchaser
3. Term and termination.
  - a) This agreement shall become effective as of the date first above written, and shall remain in full force and effect until is mutual terminated by the parties or its term of existence cease to exist. If either of the parties decide to terminate the contract shall give the other at least 7 days' notice on its intention to do so.
  - b) Whereas the Purchaser ( UMzimkhulu local Municipality ) has a project for the delivery and supply of stationery for CSS department
  - c) And whereas The Purchaser is willing to purchase the stationery for CSS Department and for the purposes mentioned above

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- d) And whereas for the purpose The Purchaser desires to appoint a supplier to supply the municipality with the stationery
- e) And whereas the Supplier express their desire to enter into an agreement with the Purchaser for the job full described in Schedule – A which shall be part of this agreement as an annexure ( as it is in the terms of reference for the bid that was accepted by the municipality from the supplier )
- f) This agreement may be terminated by either party upon the breach of a material term hereof by the other party, which breach remains uncured for seven (7) days after the date that the non-breaching party has served written notice on the other party, which notice shall set forth the basis of such breach and the non- breaching party's intent to terminate the agreement.
- g) Upon expiration or termination of this agreement , each party shall be released from all obligations and liabilities hereunder except those arising under section 4 ( relation to confidentiality ) , below

#### 4. Compensation and Reimbursement. And terms of this Agreement

- Compensation shall be in accordance with the Service provider / supplier s responding bid that was accepted by the municipality / Purchaser as that information kept the TOR contained in the tender responding documents ( tender document and if needs be shall be attached as "ANNEXURE A" to this agreement ) at all times shall be guarding document whenever there are disputes in terms of the obligations of the parties to this Agreement
- Terms of this agreement shall be those described in the terms of reference as it is contained in tender document and they may only vary if they are in writing and the parties agree to such variations

#### 5. Supply of the Product

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- a) During the term of this Agreement and any extension hereof , the supplier shall supply the products as set out in Schedule –A ( " Products") to the Purchaser and the Purchaser shall buy from the Supplier such stationery
- b) The specification of the stationery to be purchased is the one described in the terms of reference / acceptable bid from the supplier

### 6. Delivery and stock

- a) The date for the delivery shall be specified in order. The minimum delivery time is 4 weeks
- b) The Supplier shall forthwith give notice to the Purchaser of any unlikely delay in delivery of which it becomes aware and shall provide the purchaser with prompt and reasonable notice of the re scheduled delivery date
- c) If the supplier is late with the delivery of products , the purchaser shall have the right to cancel the agreement at any time before delivery of relevant stationery
- d) Delivery shall be made from Monday to Friday from 08:00 to 13:00

### 7. The supplier warrant that the products shall

- a) Conform to the technical and quality standard and specifications as set out in schedule A.
- b) Be safe , of good quality and free from any defect in manufacturing or material ,
- c) Correspond strictly with any and all representations, descriptions, specifications

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d) Fit for the purpose at the css department

The Purchaser shall inspect the received products within 3 days after the receipt of the delivery and shall inform the supplier within a further period of 3 working days of any apparent defect. Non-apparent defects shall be informed to the seller within 7 days after they become apparent.

If the products are defective and / or do not conform with the warranty given in the paragraph above ("defective product"), the supplier shall the option of the purchaser

replace the defective products with the products in accordance with the warranty set out in the above paragraph, and shall do that without any additional cost to the purchaser.

repair the products without any additional cost to the purchaser

reimburse the purchaser the price paid for the defective products

the supplier shall indemnify and hold the purchaser harmless from against all claims , actions , damages , losses , liabilities ( including , without limitation, product liability claims ) and other expenses ( including lawyer's and other legal fees) which the purchaser may suffer or incur as a result of the delivery of the defective products or breach of the obligations set out in this agreement by the supplier .

any claim made under the breach of the warranty obligation as defined in the unnumbered paragraphs above shall endure for a period of at least 2 months after the date of delivery of the product and any claim made under the above unnumbered paragraphs shall endure until the expiration of the relevant statutes of limitation

8. Confidential Relationship Created by this Agreement. Service provider / supplier acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Service provider / supplier as its conducts supply and delivery to the municipal buildings and other work for the benefit of the Municipality / Purchaser. In the performance of Service provider / supplier 's obligations under this

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Agreement , Service provider / supplier 's and its Principals , agents, employees and contractor's may receive , create for the Municipality / Purchaser or have access to , among other things , technical , personnel and business information in written or oral or other tangible forms such as specifications , records , data, computer programs, drawings, models , reports and samples ( hereinafter collectively referred to as " Confidential Information ") owned and controlled by the Municipality / Purchaser . Such Information contains material that is proprietary or confidential, or material that is protected by applicable laws regarding secrecy of communications or trade secrets. Accordingly :

- a) Service provider / supplier recognizes and agrees that nothing in this Agreement will be construed as granting any rights, by license or otherwise, to any Confidential Information or to any inventions or patents, trade secrets, copy rights, trademarks, or other intellectual property right that has issued or that may issue based on such Confidential Information.
- b) All confidential Information ( Including all copies thereof) will at all times remain the property of the Company ( Municipality / Purchaser ) and will be immediately returned to the Company( Municipality / Purchaser ) after the Service provider / supplier 's need for it has expired , or upon request of the Municipality / Purchaser , and in any event , upon completion or termination of the services to be provided by the Service provider / supplier .
- c) At such time , Service provider / supplier shall so erase , delete or destroy any notes , documents, magnetic media or other computer storage , including system backups, which contain any confidential Information
- d) Service provider / supplier will advise it, principals, employees, agents and contractors who might have access to confidential information of the confidential nature thereof and agrees that its employees will be bound by the terms of this Agreement.

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- e) The confidential information will not include information that the Service provider / supplier can establish
- 1) Was publicly known and made generally available in the public domain prior to the time of disclosure to Service provider / supplier
  - 2) Publicly known and made generally available after disclosure to Service provider / supplier through no action or inaction of Service provider / supplier ;
  - 3) Is in possession of Service provider / supplier , without confidentiality restrictions at the time of disclosure by the municipality / Purchaser
9. Independent contractor : in performing the services , Service provider / supplier shall act as an independent contractor and not as an agent or employee of the municipality / Purchaser
10. Assignment : the municipality / Purchaser assignment has specifically contracted for the services of Service provider / supplier and specifically , and therefore , Service provider / supplier may not assign or delegate its obligation under this Agreement, either in whole or in part, without the prior consent of the municipality / Purchaser
11. Notices : all notices or other communications hereunder are deemed given when made in writing and (a) delivered in person (b) delivered to an agent such as overnight or similar delivery service or ( c) deposited in the Republic of South Africa mail, certified postage prepaid and addressed as follows :

If to the municipality / Purchaser , to

The Municipal Manager

169 Main Street

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Umzimkhulu

Kwazulu Natal

South Africa

Tell no : 0392595000

Fax no : 0392590427

If to the Service provider / supplier

203 Hossen Haffeejee Street

Pietermaritzburg

3200

Postal : Po Box 1224

Pietermaritzburg

3200

12. Applicable laws; this Agreement shall constitute a contract under the laws of the Republic of South Africa and shall be governed and construed in accordance with such laws relevant for these services to be provided by the Service provider / supplier . Any suit brought hereunder shall be brought in the courts in the ( within the Jurisdiction ) where the municipality / Purchaser is situated , and such provision shall be deemed to conform to the applicable laws so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties hereto, it shall be stricken and remainder of this Agreement shall remain in full force and effect

13. Force Majeure ; Service provider / supplier shall be excused for failure to provide services hereunder to the extent that such failure is directly or indirectly caused by an

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occurrence commonly known as "force majeure" including without limitation , delays arising out of the act of God, acts of public enemy, riots , embargoes, strikes or other concerted acts of workers ( with of Service provider / supplier or other persons) casualties or accidents, delivery of materials , transportation or shortage of ships , cars , trucks , fuel , power, labor, or materials, or any other causes , circumstances or contingencies that are beyond the control of the Service provider / supplier s; provided , however, that Service provider / supplier shall use its best efforts to resume performance by Service provider / supplier , this Agreement shall continue in full force for the remainder of the term and any renewals thereof

### 14. Payments;

- The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- Payment will be made in Rand unless otherwise stipulated in SCC

Subject with full compliance by the Contractor with the provisions of this contract, Umzimkhulu Municipality / Purchaser will, in accordance with the provisions of this contract, pay to the Service provider / supplier for all works satisfactorily completed to date:

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- Umzimkhulu Municipality / Purchaser shall pay any sums due within 30 days subject to Umzimkhulu Municipality / Purchaser being satisfied with the following:
- Receipt of claim between the 15<sup>th</sup> and 20<sup>th</sup> of every month unless stated otherwise by the Municipality / Purchaser.
- Monthly Report shall be attached to the payment certificate failing which the claim will be deemed invalid;
- Receipt of itemized invoice reflecting also the Date; Municipal VAT No: 4300156819.; Contractor's VAT No and Service provider / supplier 's signature;
- Invoice to clearly state TAX INVOICE;
- All invoices should be addressed to the Municipal Manager, Umzimkhulu Municipality / Purchaser, P.O. Box 53, Umzimkhulu, 3297 and shall quote the Project Name and Number.
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### 15. Prices :

- Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

### 16. Contracts Amendments

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- No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

### 17. Delays in Service provider / supplier 's Performance

- Delivery of the goods and performance of services shall be made by the Service provider / supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- If at any time during performance of the contract, the Service provider / 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 municipality / 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.

### 18. Penalties

- if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using

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the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract

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### 19. Termination for default

- The purchaser, 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 supplier 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 municipality / Purchaser
    - b. if the Supplier fails to perform any other obligation(s) under the contract; or
    - c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
    - d. In the event the municipality / Purchaser terminates the contract in whole or in part, the municipality / Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Service provider / supplier shall be liable to the municipality / Purchaser for any excess costs for such similar goods, works or services. However, the Service

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provider / supplier shall continue performance of the contract to the extent not terminated

### 20. Termination for Insolvency

- The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, 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.
- This agreement shall terminate on occurrence of any of the following events:
- In the event that the Service provider / supplier breaches any term of this Agreement and has failed to correct its breach within the time provided therefore, then and in that event the customer may proceed to cancel and terminate the agreement.
- In the event of termination of this Agreement for any reason whatsoever, irrespective of whether it is by agreement, breach or expiry of time. This agreement shall be considered as terminated;

Notwithstanding termination clauses above; this agreement may be terminated at any time by each party on written notice with immediate effect in the event that;

1. Proceedings in bankruptcy or insolvency are instituted by or against the other party or a receiver, trustee, administrator or liquidation is appointed in respect of

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any part or the other party 's assets or any similar relief is granted under any applicable bankruptcy or equivalent law;

2. One party ( the defaulting party) shall be in breach , non – observer or non-performance of any of its obligation in this agreement and does not remedy the same within 7 days of notice of such failure or breach being served upon it by the other party ( the non-defaulting party )

### 21. Settlement of Disputes

- If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier 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.
- If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier 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.
- Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- Notwithstanding any reference to mediation and/or court proceedings herein,

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- a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b) the purchaser shall pay the supplier any monies due the supplier.

### 22. Breach

- If the Service provider / supplier commits;
- Commits a material breach of this Agreement and fail to remedy the breach within 10 (ten) Business Days after receipt from the customer of written notice calling upon it to do so;
- Commits or attends to commit an act of insolvency;
- Goes into liquidation whether provisionally or finally;
- Delegate, cedes or subcontracts this Agreement or part thereof in contravention of the provisions hereof;
- Offers, promises or gives a bribe or other gift or remuneration to any officer or employee in the service of the ULM in connection with the execution of this Agreement;
- Abandons or otherwise repudiates any of its obligation in terms of this Agreement;
- Consistently fails to observe any material provision of this Agreement;
- Then the customer shall be entitled in addition to its step-in-rights to without prejudice to any other right it may have in law or in terms of this Agreement to enforce specific performance

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of the terms of this Agreement or to cancel this Agreement forthwith on notice to the Service provider / supplier and in either event recover such damages as it may have sustained.

The customer;

- Commits a material breach of this Agreement and fails to remedy the breach within 10 (ten) Business Days of receipt from the Service provider / supplier calling upon it to do so or;
- Commits a breach of any payment obligation in terms of this Agreement and fails to make payment within 30 (thirty) Business Days after receipt from the Service provider / supplier of notice calling upon it to do so, then Service provider / supplier will be entitled, in addition to and without prejudice to any other right it may have in law to enforce specific performance in the terms of this Agreement or to cancel the Agreement forthwith and in either event to recover such damages as it may have sustained

### 23. General

No act of relaxation on the part of the customer in regard to the carrying out of any of the Service provider / supplier's obligations in terms of this Agreement shall prejudice or be deemed to be a waiver of any of the customer's rights and terms hereof.

- No act of relaxation on the part of the Service provider / supplier in regard to the carrying out of any of the customer's obligations in terms of this

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Agreement shall prejudice or be deemed to be a waiver of any of the Service provider / supplier 's rights in terms hereof.

- This agreement constitutes the entire contract between the parties to this Agreement and neither of them may rely on any representation, undertaking, term or condition that is not included in this Agreement.
- No agreement to vary, add or cancel this Agreement shall be of any force or effect unless reduced to writing and signed on behalf of the parties.
- The service shall report to the ULM Corporate service manager on monthly basis. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

SIGNED BY THE CUSTOMER" ULM" AT UMZIMKHULU THIS 09 DAY OF

August 2019

Z.S. SIKHOSANA

Name

In his capacity as the ULM Municipal Manager

Witness

*Handwritten initials*



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1. Mark Vetter

Name

[Signature]

Signature

Witness

2. CHARMAINE MAHARAT

Name

[Signature]

Signature

SIGNED BY THE SERVICE PROVIDER / SUPPLIER AT Pietermaritzburg THIS  
08-08 DAY OF 2019

[Signature]  
2018

[Signature]  
The Director

JP du Toit  
Name

Witness

1. Tiffany-Laye Feller  
Name

[Signature]

Signature

Witness

2. Noam Shik  
Name

[Signature]

Signature



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