THE MSUNDUZI MUNICIPALITY

HEAD: SUPPLY CHAIN MANAGEMENT
DR. D.N. GAMBU

333 Church Street, Private Bag X205, Pietermaritzburg, 3200
Telephone No. 033 – 392 2597

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET AND WINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

Service Provider's Name:																					
Postal Address:																					
Postal Code																					
Tel. No.											Cell. No.										
Contact Person:																					
E Mail Address:																					
CSD NUMBER : MAAA											TAX REF. NUMBER										

Tenders contained in sealed envelopes and marked with **"CONTRACT No.SS 60 OF 2026"** and the **Contract Description** must be placed in the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201, not later than **12h00** on **Monday, 14 December 2026,** when they will be opened in public. **Only Tenders placed in the Tender Box before the closing time above will be accepted.**

THE MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

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CONTENTS

1. COVER PAGE 01
2. CONTENTS 02
3. TENDER SUBMISSION CHECKLIST 03
4. TENDER NOTICE 04
5. STANDARD CONDITIONS OF TENDER 07
6. LEGISLATION 14
7. DEFINITIONS 17
8. SPECIFICATION 18
9. PRICING SCHEDULE 26

10. **DATA SHEETS 1 – 7**

10.1 INVITATION TO BID DOCUMENT 27
10.2 AUTHORITY TO SIGN DOCUMENT 29
10.3 DECLARATION OF MUNICIPAL FEES 30
10.4 DECLARATION OF INTEREST 33
10.5 BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES 35
10.6 CERTIFICATE OF INDEPENDENT BID DETERMINATION 38
10.7 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION 40
10.8 TENDER BRIEFING CERTIFICATE 41

11. TENDER FORM 43

12. **ANNEXURES "A" – "F"**

12.1 ANNEXURE "A" – ALTERATIONS BY TENDERER 44
12.2 ANNEXURE "B" – PREFERENTIAL PROCUREMENT POLICY 49
12.3 ANNEXURE "C" – TAX CLEARANCE CERTIFICATE 50
12.4 ANNEXURE "D" – CIPC REGISTRATION CERTIFICATE 51
12.5 ANNEXURE "E" – CSD REGISTRATION REPORT 52
12.6 ANNEXURE "F" – COMPACT DISC (CD) OR USB-FLASH DRIVE 53

13. **SERVICE PROVIDERS ARE TO NOTE:**

13.1 Service Providers are advised to check the number of pages and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors they shall inform the Head: Supply Chain Management or the Engineer at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Service Provider's failure to observe this requirement.

13.2 The Tender Notice was advertised in The Witness newspaper, Msunduzi Municipality and e-Tender websites on **Wednesday, 11 November 2026**. The tender closes at the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201, **at 12h00 on Monday, 14 December 2026.**

THE MSUNDUZI MUNICIPALITY

TENDER SUBMISSION CHECKLIST

The Checklist below is attached hereto to assist Service Providers with the completion of the tender document. Service Providers are required to ***TICK*** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols ***N/A*** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Service Provider should the Service Provider fail to fulfil the requirements of the Tender.

No.	Description	Service Provider to Tick (√)	For Official Use Only	
1	Has the Tender Document been completed in handwriting or typed and all corrections counter-signed? **(No correction fluid used)**			
2	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
3	Has all information as required in terms of the Tender Document been submitted with the tender?			
4	Has the compulsory "Tender Briefing/Site Inspection" meeting been attended and has the "Tender Briefing/Site Inspection" certificate been completed and signed at the meeting?	**Not Applicable**	***D***	
5	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?			
6	Has the "Tender Form" been completed and signed?		***D***	
7	Is a valid Tax Clearance Status Verification Pin attached to the Tender Document?			
8	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document?			
9	Does the price includes VAT regardless of VAT status of being a VAT or Non-VAT Vendor. All prices must include VAT.			

D: Failure to comply with these Sections will prejudice the tender.

Name of Service Provider : _____

Signature : _____

Date : _____

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET AND WINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

TENDER NOTICE

Tenders are hereby invited for the appointment of a suitably qualified and experienced Service Providers for the hire of high-pressure jetting machine; vactor machine or similar machine; bucket and winch machine; root cutter and cctv camera for surveying sewer pipes.

Tender documents will be made available to tenderers from **12h00** on **Thursday, 12 November 2026.**

Tender documents can be downloaded and printed at the Tenderer's cost from the National Tre4asury e-Tender Publication Portal on **www.etenders.gov.za**.

Printed copies of the tender documents shall also be available from the Supply Chain Management Unit Offices, 5th Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, as from the abovementioned date and time, at a non-refundable tender deposit fee of **R1376,98 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical related enquiries, please contact Fathima Mota (Water and Sanitation) on Telephone No. 081 450 2060 or e-mail address **Fathima.mota@msunduzi.gov.za**.

For any procurement related enquiries, please contact Nozipho Cebekhulu (Supply Chain Management Unit) on Telephone No. 033 – 392 2072 or e-mail address nozipho.cebekhulu@msunduzi.gov.za.

Tenders must be submitted both in hard copy and on a CD/USB Flash Drive contained in sealed envelopes and marked with **"Contract No. SS 60 of 2026"** and the **Contract Description** and must be placed in the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates -29.6126297;30.3610014), not later than **12h00** on **Monday, 14 December 2026** when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

Tender Validity Period: Four (4) months commencing from the closing date of tender.

MANDATORY REQUIREMENTS

Description of Mandatory Requirement	Custodian/Principal of Mandatory Requirement Pressure Rating / Age of the Machine	
High Pressure Jetting Machine	120 Bar Pressure	Not older than 10 years
Vactor or similar machine	120 Bar Pressure	Not older than 10 years
Bucket and Winch	N/A	Not older than 10 years
Root Cutter	N/A	Not older than 10 years

CCTV Survey Camera	N/A	Not older than 10 years

Tender Adjudication/Evaluation Criteria: Tenderers meeting the Mandatory Requirements of the tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Preference Points System in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

The Functionality for Stage One shall be evaluated on the following criteria:

No.	Evaluation Criteria	Maximum Points
1.	**Operator Experience**	**20 Points**
2.	**Company Experience**	**30 Points**
Total Functionality Points		**50 Points**
Minimum Threshold		**40 Points**

The allocation of Preference Points will be according to the following Specific Goals:

No.	Goal	Description	Points
1.	Black Ownership	Black Owned Enterprise (BOE) with at least 51% South African Black ownership.	15 Points
2.	Locality	Business Situated within the Msunduzi Municipality Area of Jurisdiction.	5 Points
Total Preference Points (Specific Goals)			**20 Points**

The Msunduzi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result.

The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

MR S. F. MNDEBELE (MUNICIPAL MANAGER)

THE MSUNDUZI MUNICIPALITY

STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract (N/A), Special Conditions of Contract (N/A), Legislation, Definitions, Specifications, Pricing Schedule, Tender Form, Drawings (N/A), Data Sheets and Annexures thereto.

2. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Service Providers are advised that this document must be completed by being hand written or typed and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Service Providers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201, before the close of tenders. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate Contract Number and Contract Title must reach the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201, not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Tenders shall remain valid for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a Service Provider may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Service Provider's failure to comply with this condition.

In the case of a Service Provider withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Service Provider.

3. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Service Provider shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Service Provider communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Service Provider; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Service Provider to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition, which is brought to the notice of the Head: Supply

Chain Management shall result in the disqualification of the Service Provider.

Prospective Service Providers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the Supply Chain Management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or tender after its submission.

4. IMPORT PERMITS

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Service Provider must apply directly for any import permits or currency needed. However, the Council will furnish the successful Service Provider with a supporting statement, if required.

5. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government. Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system. It will electronically verify a supplier's tax status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website **www.csd.gov.za** Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg, from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at **database@kzntreasury.gov.za**.

With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD. Negotiations for the tender award will only be concluded with the qualify Service Provider(s) who is/are registered on the CSD on or after 01 April 2016.

In order for Council to verify your Company's registration with CSD, Service Providers are required to furnish the following information for verification purposes:

CSD Supplier Number	
Unique Registration Reference Number	

6. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

Service Providers shall be required to submit, together with the tender document, a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin issued by SARS.

Failure to submit a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin, the Council reserves the right to verify the same on National Treasury's Central Supplier's Database.

Should the Tax status becomes non-compliant prior to the final award of the contract being made, the Council reserves the right to request the Service Provider to rectify their tax matters.

In this instance, the Service Provider shall be given seven (7) working days written notice in which to comply. Should the Service Provider fail to comply with this request, the Council further reserves the right to make no award to the Service Provider and the Council shall not be held liable for any loss or damages sustained by the Service Provider.

7. RATES

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc, unless the Service Provider states otherwise in the proposal.

- **"Price"** means an amount of money tendered for goods or services and includes all applicable taxes less unconditional discounts.

- **Section 64(1) of the VAT Act states**: Any price charged by a vendor for a taxable supply is deemed to include VAT, whether or not explicitly stated. Thus, even if bidder B's invoice does not explicitly include VAT, the price is considered VAT inclusive.

- **NB**: when submitting this tender bidders are advised that regardless of the VAT status of being a VAT or non VAT vendor the price must include VAT

- Further to the above the price shall be deemed to be VAT inclusive regardless of whether the bidder is the VAT vendor or not.

8. INCOMPLETE TENDERING

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule.

Partial awards ***may*** be made where this is perceived by the Head: Supply Chain Management or the Bid Evaluation Committee. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and or Local Suppliers.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter or pricing schedule submitted by the Service Provider, the prices and particulars contained in the Tender Form shall prevail.

9. ACCEPTANCE OF ANY TENDER

9.1 The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

9.2 The procedure/s which shall be followed with the acceptance of a tender are as follows:

9.2.1 Where in the tender document, Service Providers are required to submit Works Insurance, Sureties, Public Liability Insurance or any other provisional criteria, a letter of Provisional Acceptance will be sent to the successful Service Provider/s stipulating which amount or rate/s have been accepted and the requirements for the final award.

9.2.2 In this instance, the Service Provider/s shall be required to satisfy the requirements of the Provisional Letter of Acceptance within fourteen (14) days from date of issue of the Provisional Letter of Acceptance.

9.2.3 Should the Service Provider/s, fails to comply with the requirements of such provisional acceptance within the period specified in same or any variation thereto, and the Council elects not to confirm the provisional acceptance of the tender on that ground, the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider(s).

9.2.4 Once the requirements of the Provisional Letter of Acceptance have been satisfied, a Final Letter of Acceptance will be sent by the Head: Supply Chain Management to the successful Service Provider/s

9.2.5 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.

9.2.6 Once the SLA has been concluded, the Tender, Provisional Letter of Acceptance, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.

9.2.7 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.

9.3 Where no Insurances, Sureties or any other provisional criteria are required, a Final Letter of Acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.

9.4 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.

9.5 Once the SLA has been concluded, the Tender, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.

9.6 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.

Unless otherwise stipulated in the covering letter submitted with the tender, the Service Provider shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Service Provider is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

10. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg as its *domicilium citandi et executandi.*

The Service Provider's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto. Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

11. DATA SHEETS

11.1 Service Providers should complete, in full, all the Data Sheets attached to this document. These include, but are not limited to, the following:

- Declaration of Interest (MBD 4);
- Authority to Sign Document;
- Pricing Schedule (MBD 3.1 / 3.2 / 3.3 as applicable);
- Declaration of Bidder's Past Head: Supply Chain Management Practices (MBD 8);
- Certificate of Independent Bid Determination (MBD 9); and
- Any other applicable Data Sheets or forms contained within the tender documentation.

Where Data Sheets and/or any other documentation are required to be commissioned, such documents must be duly stamped and signed by a Commissioner of Oaths, where applicable. Failure to complete and submit the required documentation in its entirety may result in the disqualification of the bid and render the offer non-responsive.

11.2 Completion of Tender Form

It is a compulsory requirement that the Tender Form be fully completed and signed by an authorised representative of the bidder. Failure to comply with this provision will render the bid unresponsive (invalid) and such bids will not be considered for adjudication.

12. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

The Head: Supply Chain Management Municipal Regulations read in conjunction with Msunduzi Head: Supply Chain Management policy states that the Council may not make any award to a person:

(a) Who is in the service of the state;
(b) If that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
(c) Who is an advisor or consultant contracted with the municipality or municipal entity.

13. MUNICIPAL FEES

All Service Providers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Service Providers must include the relevant account numbers in the declaration.

14. APPEALS AND/OR OBJECTIONS

Any Service Provider aggrieved by decisions or actions taken by the Municipality must lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager / Supply Chain Management. The appeal must be submitted in writing with the grounds of appeal within the stipulated fourteen (14) days. No appeal/objection will be entertained should the afore-mentioned condition not be adhered to, and the Municipality shall not be held liable for any loss or damages sustained by the Service Provider due to the Service Provider's failure to adhere to the above condition.

15. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Service Providers claiming preference points shall be required to complete Annexure "B" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 2022, Preference Points must be awarded for Specific Goals stated in the tender.

Service Providers are required to submit proof or documentation required in terms of this tender to claim points for Specific Goals. Failure to do so shall result in no Preference Points being awarded to the Service Provider and the Council shall not be held liable for any loss or damages in this regard.

16. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

Service Providers intending to tender in the form of Joint Ventures/Consortiums **should submit** the following documentation together with the tender:

(1) Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium.

(2) CSD Reports of all parties of the Joint Venture/Consortium.

(3) Signed copies of:

  (a) The Declaration of Interest Form,
  (b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
  (c) The Certificate of Independent Bid Determination Form.

(4) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract.

Further to the above, the name of the Joint Venture/Consortium should appear on the relevant pages of the document.

17. ADJUDICATION CRITERIA

The tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Point System in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

18. COMBATIVE TENDERING

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

(i) Suggestions to fictious lower quotations,
(ii) Reference to non-existent competition,
(iii) Exploiting errors in tenders,

(iv) Soliciting tenders from Service Providers whose names appear on the list of restricted Service Providers/Suppliers/Persons, and
(v) Submission of two tenders by a Service Provider.

Any attempt by a Service Provider to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

19. ALTERATIONS BY TENDERER

If a tenderer wishes to submit alternative proposals for consideration or wishes to change the Conditions of Contract, Specifications, Quantities or Drawings, or to qualify the tender in any way, such changes and/or proposals are to be listed in Annexure “A” hereto, failing which the tender will be deemed to be unqualified.

It must be clearly understood that the Council will be under no obligation to accept any such qualification.

20. COMPULSORY TENDER BRIEFING MEETING

Where in the tender document reference is made to a compulsory Site Inspection/Tender Briefing Meeting, Service Providers shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers are to ensure that they complete and sign the Attendance Register circulated at the meeting. Service Providers shall also be required to complete and sign the Site Inspection/Tender Briefing Meeting Certificate attached hereto prior to the commencement of the meeting, and to also ensure that the Site Inspection/Tender Briefing Certificate is duly signed by the authorised official at the end of the meeting.

Only one representative per Company or Consortium will be allowed to attend the above meeting. No person will be allowed to represent more than one Company at the meeting.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

Tenders will not be considered from Service Providers who do not attend the meeting.

THE MSUNDUZI MUNICIPALITY

LEGISLATION

1.0 GENERAL

1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts, as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and complies with all applicable legislation. **The Council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.**

2.0 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)

2.1 The OHS Act covers inter alia "any work in connection with –

a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
b) the installation, erection or dismantling of machinery;
c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

2.2 The OHS Act covers *inter alia* "any work in connection with -

a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
b) the installation, erection or dismantling of machinery;
c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project; and
d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

2.3 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, between the Employer and the Contractor in this contract are:

2.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).

2.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.

2.3.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.

2.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.

2.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.

2.3.6 The Mandatory shall, before commencing or carrying out the work, inform the divisional inspector in writing of: -

a) the address of the premises on which such work will be carried out;
b) the nature of such work;
c) the date on which it is expected that such work will be commenced; and
d) the date on which it is expected that such work will be completed.

all in terms of Clause 15c of the GAR

2.3.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

3.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)

3.1 Contractors are required to register as employers in terms of the COID Act.

3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community-based labour.

3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

4.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)

4.1 Contractors are required to register as employers in terms of the LR Act.

4.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

5.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)

5.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

6.0 THE INCOME TAX ACT (ACT 58 of 1962)

6.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

7.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)

7.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

7.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

8.0 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)

8.1 Where work undertaken in connection with this contract falls within the meaning of "*kinds of work reserved for professional engineers*" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.

8.2 The Service Provider shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Service Provider shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

9.0 GENERAL CONDITIONS OF THE CONTRACT

The General Conditions of Contract will form part of this bid documents and may not be amended.

10.0 NON-COMPLIANCE

10.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.

10.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discovers any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

THE MSUNDUZI MUNICIPALITY

DEFINITIONS

The following definitions apply:

"Council/Municipality" means The Msunduzi Municipality.

"Director: Supply Chain Management" means the Head: Supply Chain Management of the day of the Msunduzi Municipality or the Manager's duly appointed Representative.

"Service Provider/Contractor" means the Person, Firm, Service Provider or Company whose tender has been accepted by the Msunduzi Municipality and includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Service Provider.

"Special Conditions" means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A" hereof.

"Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

"Contract Document" means the Conditions of Tender, Scope of Contract, Terms of Reference, these Definitions, Special Conditions (if any), Equipment Specifications, Rates, Percentages and Prices, Tender Form and Annexures thereto. Any amendments to the contract document agreed to by the Council and the Service Provider, Provisional Letter of Acceptance and the Letter of Final Acceptance.

"Goods" means the equipment, plant, vehicles, service or materials to be supplied in accordance with the Contract.

"The Tender" means the written offer made by the Service Provider to the Council.

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

"SARS" means the South African Revenue Services.

THE MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET AND WINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

SPECIFICATION

1.0 BACKGROUND

1.1. Due to the number of ongoing blockages because of aging infrastructure, damage to sewer infrastructure and illegal dumping into sewer manholes, there has been an increase in the number of blockages experience in the sewer network. As a result of this, there is a need for hiring of the above-mentioned plant and equipment to attend to these blockages and relieve the pressure on the system as well as the environmental and health impacts on communities.

1.2. In addition, an action plan has been developed to attend to sewer spillages into streams that is resulting in high e-coli levels across the Duzi River. As part of these initiatives, we require the high-pressure cleaner, vactor machines and other equipment to assess and clear out the sewer lines to reduce the environmental impact.

2.0 SCOPE OF WORKS

2.1 The scope of work involves the following;

Hire of High-Pressure Jetting Unit; root cutter; vactor machine or similar machine and bucket & winch vehicle and CCTV Camera survey to clear sewer blockages to address ongoing sewer blockages and spillages impacting on the environment and consumers.

Tenderers to clearly indicate which section is being tendered for by ticking the relevant section below:

Section 1: Hire of High-Pressure Jetting Unit	
Section 2: Vactor machine or similar machine	
Section 3: Bucket & winch machine	
Section 4: Root Cutter	
Section 5: CCTV Camera for surveying sewer pipe	

3.0 PROJECT CHAMPION

For any technical related enquiries relating to the Specifications herein, Service Providers must contact the following Project Champion:

Name	:	Fathima Mota
Contact number	:	081 450 2060
Email	:	Fathima.mota@msunduzi.gov.za

4.0 DETAIL SPECIFICATION

4.1 Hire of High-Pressure Jetting: Section 1

4.1.1 In general, high pressure water jet machines will typically be used in the following instance, a post – CCTV inspection cleaning action or clearing of blockages/silt.

4.1.1 The jetting may occur at pressure of 120 bar.

4.1.2 Project Manager will allocate an appropriate filling point (fire hydrants) per area. The service provider shall not be allowed to use water from households, garden hoses etc. Road safety procedures must be adhered to at all times especially when crossing roads with water supply hoses.

4.2 Cleaning of Sewers/Stormwater Vactor Combination Unit: Section 2

4.2.1 Required to undertake emergency line maintenance with the truck-mounted Vactor. It must be equipped with a Vactor Jet Rodder water pump or equivalent water pump, to effectively break up blockages in sanitary lines and storm water lines.

4.2.2 The Vactor unit is required to attend to blocked sewers/stormwater systems. This unit cleans sewers with power and reliability with customer-configurable design to handle any cleaning job with speed, and thoroughness.

4.2.3 The Vactor must have a unique telescoping rotating hose reel and telescoping boom to create an efficient work system in the industry.

4.2.4 The Vactor's system must have integrated components. The single piston Vactor pump must be specially designed for cleaning sewer lines and should deliver sufficient cleaning power and efficiency at the nozzle. The Vactor unit must have a Modul-Flex® or similar system which should include a high-power centrifugal compressor vacuum, a jet rodder water pump, a telescoping, rotating reel & hydraulic boom, and options such as the Multi-Flow water system, Shark High Performance Hose and High-Performance Nozzle.

The Vactor vacuum system must consist of a large dynamically and statically balanced aluminum fan to produce a smooth, safe and powerful airflow. This unique system must be capable of vacuuming debris from great depths and significantly increases debris volume and velocity.

4.2.5 Equipped with a Vactor Jet Rodder or similar water pump or triplex water pump, the Ramjet effectively breaks up blockages in sanitary/stormwater lines.

4.2.6 The operator must be able to easily identify locations in the Pietermarizburg Msunduzi Municipal boundary and proceed to the site without assistance. The operator must be able to quickly drive to each job site to solve line problems and tackle regular line maintenance. The Auto Wind Hose Guide must allow for hands-free operation from the control panel, for a clean, tight wrap.

4.2.7 A minimum tank capacity of 7000 litres of water in a stainless steel tank is required and should deliver a range of flows: 60 gpm, 65 gpm, or 80 gpm at 2000 psi (80 gpm at 2500 psi with the Vactor Jet Rodder pump.) The Jet Rodder water pump must have a single-piston, hydraulically driven, dual acting pump that delivers a jack hammer action water flow, breaking through line blockages and scouring even the toughest caked-on debris from pipe walls.

4.2.8 The jetting may occur at pressures ranging from 120 bar.

4.2.9 The Superintendent, in consultation with the technical supervisor, will allocate an appropriate filling point (fire hydrants) per area. The service provider shall not be allowed to use water from households, garden hoses etc. Road safety procedures must be adhered to at all times especially when crossing roads with water supply hoses.

4.3 **Bucket and winch vehicle: Section 3**

4.3.1 This method involves the use of specifically adapted (Unimog or similar), purpose-built vehicles which had drain winches which mechanically or automatically scours larger diameter pipes using purpose built steel buckets. Both these vehicles are to work simultaneously in order to execute the functions as mentioned below.

4.3.2 The vehicles must contain the mechanically or automatically operated winches, must have suitable lifting, wire cable strength and have a length of at least 200 m. The cable must also have a manhole roller with the strength to hold the cable near to the central axis of the sewer line to avoid damage to the pipe work.

4.4 **Root cutter: Section 4**

4.4.1 Root cutter uses nozzle to cut tree roots intruding into the sewer pipeline.

4.5 Closed Circuit Camera Television Survey: Section 5

4.5.1 Supply Closed Circuit Television Survey unit for inspection of sewer line within 1 day of request.

- CCTV camera capable of inspection of existing sewer pipes (all sizes) clearly capturing and listing the cause of blockages within the sewer system.
- Structural grading of pipes between manholes based on severity of incidents (e.g. pipe cracks, misaligned joints, etc).
- This information must also be available in the form of shape files in order to be manipulated and queried using Arcview. Produce reports indicating incidents and progress.

4.5.2 The CCTV camera must further conform to the following specifications: -

4.5.2.1 CCTV inspections must be undertaken, using a tractorized camera fit for the purpose of the required diameter of pipe that is to be inspected.

4.5.2.2 The camera must be transported through the pipe on a tractor system, to allow for smooth motion through the pipe. The tractor must be controlled at various speeds in forward and reverse and **must be able to operate in pipes from 100mm to 1200mm.**

4.5.2.3 The camera must be mounted on the tractor in such a manner that the video camera would view the center line of the pipe at its rest position. All inspections must be conducted with a pan-and-rotate camera or similar with 360-degree viewing. This camera must have the ability to execute “pre-programmed” commands for effective and efficient scanning of joints. The system must have the capability to download to the database, the cameras relevant viewing angles. This camera must be fully remote control including remote focus, iris, light control and zoom in and out features. The camera must pan and rotate to view all critical incidents and laterals and could take clear still pictures of all relevant incidents. The Contractor shall ensure that the equipment used has a minimum range of inspection of 160m allowing for 2 manhole lengths.

4.5.2.4 All CCTV inspection equipment should be neatly compartmentalized and transported in a suitability adapted vehicle.

All vehicles must have the ability, or similar equipment on board to determine their current location (x, y GPS position) in order to be able to verify the correct inspection manhole in conjunction with the GIS co-ordinates (preferably the measured co-ordination or, if not available, the approximate co-ordinates as captured on the GIS from as-built information).

5.0 CONTRACT PERIOD

5.1 The contract period shall be 36 Months from the date of receiving the appointment letter.
5.2 Service providers will be utilized on a rotational basis per section as and when required.

6.0 PLACE OF DELIVERY AND DELIVERY PERIOD

6.1 The services shall be rendered within the jurisdiction of Msunduzi Municipality except for Vulindlela
6.2 The service provider shall ensure plant/ equipment is delivered within 48 hours of receipt of purchase order.
6.3 The service provider must store High Pressure Jetting Unit; root cutter; vactor machine and bucket and winch vehicle and CCTV camera at his own depot or office yard.

7.0 INSURANCES REQUIRED

7.1 The limit of the liability insurance is R5 000 000.00 for any single claim-the number of claims to be unlimited during the construction and Defects Liability period.
7.2 Contractor all risk insurance.
7.3 Employer's common law liability insurance and workman's compensation insurance.

8.0 RETENTION AND SURETIES

Not applicable

9.0 PENALTIES

Work issued that is not completed within the stipulated delivery period shall be subject to a penalty of R1500.00 per team per day for failure to complete job issued for the day.

10.0 COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.

10.1 The OHS Act (Act 85 of 1993) and Construction Regulations (2014).
10.2 The compensation for occupational injuries and diseases act (act 130 of 1993) (COID act).
10.3 The Labour Relations Act (Act 66 of 1995).
10.4 The basic conditions of employment act (act 3 of 1983) (bce act).
10.5 The income tax act (act 58 of 1962).
10.6 The value added tax act (act 89 of 1991).
10.7 Supply Chain Management Policy.
10.8 Municipal Finance Management Act.
10.9 General Conditions of Contract 2015.
10.10 All materials to be SABS/SANS approved.
10.11 Skills Development Act, 1998
10.12 Water Services Act, 1997

11.0 GUARANTEE/WARRANTY/DEFECTS LIABILITY PERIOD

N/A.

12.0 INSPECTION OF CONTRACTOR'S PREMISES

N/A.

13.0 MAINTENANCE PERIOD

N/A.

14.0 ESCALATION

14.1 The specified rates shall be subject to CPIX. Escalation is not applicable for the first 12 months. Escalation will become effective from the 13th month, using the base date as the 12th month.

14.2 The Service Provider is required to submit a full calculation and motivation for escalation to Supply Chain Management for approval prior to invoicing for any escalation from month 13.

15.0 MANDATORY REQUIREMENTS

Description of Mandatory Requirement	**Bidder Capacity Trait to be tested by the Mandatory Requirement**	**Custodian/Principal of Mandatory Requirement**		**Documentary proof: NB: Commissioner of Oaths required by law or Other verification method possible**
		Pressure rating	**Age of machine and Equipment**	
Machinery (Section 1- **High Pressure Jetting Machine**)	Access to required plant/machinery	120 Bar Pressure	Not older than 10 years	• Vehicle Registration, Information • Logbook and • Invoice OR • If hiring or leasing- a signed written Lease or Hire Agreement (registration and logbook must be attached and signed by both parties) Documentation must be submitted in the name of the bidder, not individuals.
Machinery (Section 2- **Vactor or similar machine**)	Access to required plant/machinery	120 Bar Pressure	Not older than 10 years	
Machinery (Section 3- **Bucket and Winch**)	Access to required plant/machinery	N/A	Not older than 10 years	
Machinery (Section 4- **Root Cutter**)	Access to required plant/machinery	N/A	Not older than 10 years	
Machinery (Section 5- **CCTV Survey Camera**)	Access to required plant/machinery	N/A	Not older than 10 years	

Failure to submit any of the above information will result in disqualification.

16.0 EVALUATION CRITERIA

16.1 Tenderers meeting the Mandatory Requirements of the tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Preference Points System in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

16.2 STAGE ONE: FUNCTIONALITY

ITEM NO.	EVALUATION CRITERIA	POINTS ALLOCATION	MAXIMUM POINTS	VERIFICATION METHOD/ DOCUMENTS REQUIRED
1	**OPERATOR EXPERIENCE** • **Points will be allocated on each section individually** • **Tenderer to submit relevant documentation per section to claim points**			
	• Vactor; • Bucket and Winch; • Root Cutter • High Pressure Jetting Unit; • CCTV Camera Survey Operator **Experience ≥ 10 years**	**20**	**20**	Submission of comprehensive CV and traceable references to claim points. ***CV must have clear timeframes (months and years) to enable calculation of years of experience***
	• Vactor; • Bucket and Winch; • Root Cutter • High Pressure Jetting Unit; • CCTV Camera Survey Operator **Experience ≥ 5 and < 10 years**	**15**		
	• Vactor; • Bucket and Winch; • Root Cutter • High Pressure Jetting Unit; • CCTV Camera Survey Operator **Experience ≥ 2 and < 5 years**	**10**		
	• Vactor; • Bucket and Winch; • Root Cutter • High Pressure Jetting Unit; • CCTV Camera Survey Operator **Experience < 2 years**	**5**		
	• Vactor; • Bucket and Winch; • Root Cutter • High Pressure Jetting Unit; • CCTV Camera Survey Operator **No experience**	**0**		
2	**Company Experience: Sewer Pipeline Cleaning Experience**			
	≥ 5 projects in sewer pipeline cleaning	**30**	**30**	A signed and stamped reference letter AND award letter on a company letterhead clearly
	≥ 2 but < 5 projects in sewer pipeline cleaning	**15**		
	< 2 projects in sewer pipeline cleaning	**5**		

				indicating the scope of works, contract duration and completion of works must be submitted to claim points.
			TOTAL NO. OF POINTS	**50**	
			THRESHOLD (80%)	**40**	

Only Tenderers scoring a minimum of 80% or 40 points and above in terms of their relevant technical experience shall be considered for further evaluation. Please provide proof of similar work done by the contractor and qualification of staff. Failure to provide proof will result in no points awarded.

16.3 SPECIFIC GOALS: 80/20 IN LINE WITH PPPFA 2022

Specific Goals	Company Personnel: Employment of Qualified skilled plumbers with the relevant plumbers' trade certificate	Max Points
(Black Owned Enterprise – BOE)	At least 51% South African Black ownership and/or more than 51% management controlled by South African black people (Black Owned Enterprise – BOE) The tenderer is required to submit a copy of the Service Providers FULL CSD report to claim points above	15
Locality	Within Msunduzi Jurisdiction	5
	Bidders must submit a lease agreement of Municipal Account in the name of the company to claim the points above	
Total Preference Points (Specific Goals) *** Failure to Submit the above will result in Zero (0) points being awarded per goal**		20

17.0 ANY OTHER IMPORTANT INFORMATION

17.1 The service provider is to take full responsibility for the teams employed under this contract. Any foul play discovered by any of the contractor's team, in the form of tampering with municipal infrastructure, and unauthorized activities, shall be considered as repudiation of the contract held between the Msunduzi Municipality and the respective contractor.

17.2 The service provider is required to complete **daily job cards**, in a template preapproved by the Municipality, complete with all relevant information, including:

- Address
- Reference Number
- Date
- Supervisor Name
- Supervisor Signature
- Municipal Official Name (Superintendent/ Foreman)
- Municipal Official Signature (Superintendent/ Foreman)
- Job Description
- Nature of Blockage
- Description of what was found in the blockage

And must be submitted by the 3rd of each month for the previous month e.g. for September 2026, submission must be made by 3rd October 2026. Should the date fall on a weekend, the submission must be made by the next working day.

17.3 The Service Provider is also required to provide an **excel schedule** of all jobs attended to per month with the following information:

- Address
- Reference Number
- Date
- Supervisor Name
- Job Description
- Nature of Blockage
- Description of what was found in the blockage

The excel submission must accompany the submission of job cards by the 3rd of each month for the previous month

17.4 The general operational hours will during the day from 07h00 to 15h45 unless otherwise specified by the Project Manager. Weekend use will also be required at the discretion of the Project Manager.

17.5 A maximum of five (5) service providers will be awarded per section.

17.6 A Service Level Agreement (SLA) will be entered into with the successful bidders.

17.7 This contract will be used on an as and when required basis.

17.8 Service Providers will only be paid for days with actual work done with relevant job card and registers that are submitted and verified.

17.9 The municipality reserves the right to verify the validity of the information submitted.

18.0 COUNCIL'S LIABILITY AND INDEMNITY

18.1 Service Providers hereby indemnifies the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.

18.2 The Council shall not be held liable to Service Providers for any direct or indirect damages or losses and the Council shall be indemnified and held free against claims arising out of:

18.2.1 any negligent or innocent misrepresentations made by the Council, its employees or agents in respect of any data, information and statistics supplied to Service Providers prior to or during the contract; provided that this condition shall not deprive the Contractor of any payments lawfully due to the Service Providers in terms of the contract, and

18.2.2 a change in a legislative provision applicable to the contract.

19.0 SEQUESTRATION OR SURRENDER OF SERVICE PROVIDERS'S ESTATE

In the event of an order being made for sequestration of the Service Provider's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Service Providers making application for the surrender of the Service Provider's estate, or if the Service Providers shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Service Provider's creditors, or purport to do so, or if the Service Providers, being a Company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Service Providers, and without prejudice to the right of the Council to sue the Service Providers for any damages sustained by it in consequence of one or the other of the afore-mentioned events.

20.0 SECRECY OF INFORMATION

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Engineer reserves the right to request references and generally examine bona fides and available facilities of any Company of Firm wanting to participate in this contract.

21.0 LAW TO APPLY

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Service Providers in regard to the contract shall be settled in the Republic of South Africa.

22.0 PATENT RIGHTS

The Service Providers shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

23.0 CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET ANDWINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

PRICING SCHEDULE

1.1. Tenderers to clearly indicate which section is being tendered for by ticking the relevant section below:

Section 1: Hire of High-Pressure Jetting Unit	
Section 2: Vactor machine or similar machine	
Section 3: Bucket & winch machine	
Section 4: Root Cutter	
Section 5: CCTV Camera for surveying sewer pipe	

NB: Each section will be evaluated separately

SECTION 1: HIGH PRESSURE JETTING UNIT

SECTION 1: HIGH PRESSURE JETTING UNIT					
Hire of High-Pressure Jetting Unit to remove sand; silt; roots; fats; blockages etc. at a pressure of 300 to 1000 bar and at a rate of minimum 200 l/min.					
Item №	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Rand Value)**
1.1	Hire during normal hours (8 hrs. per day) **e.g. Rate- R100**	Per day	1		R_____
1.2	Mark up on 1.1 – after hours (weekdays) Normal Hours PLUS % markup **e.g.** **Rate- 10%** **Amount- R110**	%	-	_____%	R_____
1.3	Mark up on 1.1 – weekends and public holidays Normal Hours PLUS % markup **e.g.** **Rate- 20%** **Amount- R120**	%	-	_____%	R_____
				Sub- Total (excl. VAT) **e.g. R100 + R110 + R120 = R330**	
				VAT @ 15%	
				TOTAL TENDER OFFER (incl. VAT)	

SECTION 2: VACTOR MACHINE

SECTION 2: VACTOR MACHINE					
Hire of Vactor to remove sand; silt; roots; fats; blockages etc. at a pressure of 300 to 1000 bar and at a rate of minimum 200 l/min.					
Item №	**Description**	**Unit**	**Qty**	**Rate**	**Amount**
2.1	Hire during normal hours (8 hrs. per day) **e.g. Rate- R100**	Per day	1		R_____
2.2	Mark up on 2.1 – after hours (weekdays) Normal Hours PLUS % markup **e.g.** **Rate- 10%** **Amount- R110**	%	-	_____%	R_____
2.3	Mark up on 2.1 – weekends and public holidays Normal Hours PLUS % markup **e.g.** **Rate- 20%** **Amount- R120**	%	-	_____%	R_____
				Sub- Total (excl. VAT) **e.g. R100 + R110 + R120 = R330**	
				VAT @ 15%	
				TOTAL TENDER OFFER (incl. VAT)	

SECTION 3: BUCKET & WINCH

SECTION 3: BUCKET & WINCH					
Hire of bucket and winch to remove sand; silt; roots; fats; blockages etc.					
Item №	**Description**	**Unit**	**Qty**	**Rate**	**Amount**
3.1	Hire during normal hours (8 hrs. per day) **e.g. Rate- R100**	Per day	1		R_____
3.2	Mark up on 3.1 – after hours (weekdays) Normal Hours PLUS % markup **e.g.** **Rate- 10%** **Amount- R110**	%	-	_____%	R_____
3.3	Mark up on 3.1 – weekends and public holidays Normal Hours PLUS % markup **e.g.** **Rate- 20%** **Amount- R120**	%	-	_____%	R_____
				Sub- Total (excl. VAT) **e.g. R100 + R110 + R120 = R330**	
				VAT @ 15%	
				TOTAL TENDER OFFER (incl. VAT)	

SECTION 4: ROOT CUTTER

SECTION 4: ROOT CUTTER					
Hire of Root Cutter to cut roots during normal hours (8 hrs per day)					
Item №	**Description**	**Unit**	**Qty**	**Rate**	**Amount**
4.1	Hire during normal hours (8 hrs. per day) **e.g. Rate- R100**	Per day	1		R_____
4.2	Mark up on 3.1 – after hours (weekdays) Normal Hours PLUS % markup **e.g.** **Rate- 10%** **Amount- R110**	%	-	_____%	R_____
4.3	Mark up on 3.1 – weekends and public holidays Normal Hours PLUS % markup **e.g.** **Rate- 20%** **Amount- R120**	%	-	_____%	R_____
				Sub- Total (excl. VAT) **e.g. R100 + R110 + R120 = R330**	
				VAT @ 15%	
				TOTAL TENDER OFFER (incl. VAT)	

SECTION 5: CCTV CAMERA

SECTION 5: CCTV CAMERA					
Hire of Root Cutter to cut roots during normal hours (8 hrs per day)					
Item №	**Description**	**Unit**	**Qty**	**Rate**	**Amount**
5.1	Hire during normal hours (8 hrs. per day) **e.g. Rate- R100**	Per day	1		R_____
5.2	Mark up on 5.1 – after hours (weekdays) Normal Hours PLUS % markup **e.g.** **Rate- 10%** **Amount- R110**	%	-	_____%	R_____
5.3	Mark up on 5.1 – weekends and public holidays Normal Hours PLUS % markup **e.g.** **Rate- 20%** **Amount- R120**	%	-	_____%	R_____
				Sub- Total (excl. VAT) **e.g. R100 + R110 + R120 = R330**	
				VAT @ 15%	
				TOTAL TENDER OFFER (incl. VAT)	

Note:

When submitting this tender, tenderers are advised that regardless of the VAT status of being a VAT or non VAT vendor, the price must include for VAT.

Further to the above, the price shall be deemed to be VAT inclusive regardless of whether the tenderer is a VAT vendor or not.

SIGNED ON BEHALF OF THE TENDERER:

Name of Tenderer: .....

Full Name of Signatory: .....

Capacity of Signatory: .....

Signature: .....Date: .....

THE MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET ANDWINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	SS 60 OF 2026	CLOSING DATE:	14 December 2026	CLOSING TIME:	12H00
DESCRIPTION	**SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET AND WINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM					

TENDER DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX AT:

THE MSUNDUZI MUNICIPALITY'S CENTRAL STORES				
2 ABATTOIR ROAD (OFF KERSHAW STREET)				
PIETERMARITZBURG				
3201				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:			
CSD REGISTRATION No:	MAAA			

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE INCL. VAT**	
SIGNATURE OF BIDDER		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	SCM UNIT	DEPARTMENT	Water and Sanitation
CONTACT PERSON	Nozipho Cebekhulu	CONTACT PERSON	Fathima Mota
TELEPHONE NUMBER	033 – 392 2072	TELEPHONE NUMBER	081 450 2060
CELL No.		CELL No.	
E-MAIL ADDRESS	SEE BELOW	E-MAIL ADDRESS	SEE BELOW
Nozipho.Cebekhulu@msunduzi.gov.za		Fathima.mota@msunduzi.gov.za	

PART B

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED).

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐
YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐
YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……

THE MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET ANDWINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT

I/We*, the undersigned, am/are* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or .....

Full Name of Signatory: .....

Capacity of Signatory: .....

Signature: .....

Date: .....

Witnesses:

(1) Full Name: .....

Signature: .....Date.....

(2) Full Name: .....

Signature: .....Date.....

* ***Delete whichever is inapplicable or complete as indicated if none are applicable.***

THE MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET ANDWINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

DATA SHEET 3: DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal Fees of ***(Full Name of Tenderer):***

_____

_____

Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said Fees:

DESCRIPTION	**ACCOUNT No.**
Electricity	_____
Water	_____
Rates	_____

NB: Attach a copy of the current Utility Bill.

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may take such remedial action as it required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

NB: If the Service Providers is leasing the premises, a copy of the Lease Agreement must be submitted for adjudication purposes.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly authorised to sign on behalf of.....

……

Physical Address.....

….....

…….....

Signature …… Date ……..

THE MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET ANDWINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

DATA SHEET 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative: ……..

……

3.2 Identity Number: ……..

3.3 Position occupied in the Company (director, trustee shareholder[2]):

……

3.4 Company Registration Number: ……

3.5 Tax Reference Number: ……

3.6 VAT Registration Number: ……

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ……..…..

……

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of 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);

(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars ……..…….

……

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1If yes, furnish particulars ……..……..

…….....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars ……..……...……...

…….....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders, or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars ……..……...……..

…….....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars ……..……...……..

…….....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars …….

……

4. Full details of Directors / Trustees / Members / Shareholders.

Full Name	Identity Number	State Employee Number

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.

……..
Signature

……..
Date

…….....
Position

…….
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET ANDWINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

DATA SHEET 5: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the Head: Supply Chain Management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's Head: Supply Chain Management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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 of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	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)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	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 of law outside 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	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, 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.

…….. ……..
Signature Date

……..... …….
Position Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET ANDWINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

DATA SHEET 6: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *per se* prohibited meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a Head: Supply Chain Management policy must provide measures for the combating of abuse of the Head: Supply Chain Management system, and must enable the accounting officer, among others, to:

    a. take all reasonable steps to prevent such abuse;

    b. reject the bid of any bidder if that bidder or any of its directors has abused the Head: Supply Chain Management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

    c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[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.

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:

_____

(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.

[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.

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

THE MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET ANDWINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

DATA SHEET 7: 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:

***** Delete if not applicable

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 Providers 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 Providers 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.

…….. ……..
Signature Date

……..... …….
Position Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET ANDWINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

TENDER FORM

The Municipal Manager
City Hall
PIETERMARITZBURG
3201

Dear Sir,

Having examined the Conditions of Tender, Specifications, Tender and Legislation of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Conditions of Tender, Specifications, Tender and Legislation, save as amended by any modifications as set out in Annexure "A" herein, for the prices as indicated on the Pricing Schedule herein, the price being as follows:

Rate based contract.

In the event of there being any errors of extension or addition to the prices in the Pricing Schedule, I/we agree to their being corrected, the unit prices being taken as correct.

I/We are registered VAT vendors. I/We agree to undertake the works within the time frames as stated in this contract document.

I/We certify that I/we have satisfied myself/ourselves that the particulars inserted on all required Affidavits (if applicable) are complete and correct.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation section of this document.

I/We are registered VAT vendors, and my/our VAT vendor registration number is:

_____

I/We are formally associated by written agreement with the following firms, corporations or companies:

_____
(Enter Nil if no affiliations)

I/We are fully paid-up members in good standing of the following organisation(s):

_____
(Enter Nil if no affiliations)

I/We bank at the _____

Branch of _____

Where I/we have a _____ account.

My/Our Tender Deposit receipt number as issued by the Council is _____
(Include a copy of the Tender Deposit Receipt if purchased at the Msunduzi Municipality)

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for four (4) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the highest or any tender and acknowledge that the Head: Supply Chain Management may, in her absolute discretion if good and sufficient grounds are brought to her attention in writing within five (5) working days from the date of closing of tenders, decline to consider my/our offer.

I/We the undersigned, warrants that I am/we are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Msunduzi Municipality in addition to any remedies, it may have: may

i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

Identity Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

SIGNATURE..... DATE.....

ANNEXURE "A"

THE MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET ANDWINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

ALTERATIONS BY SERVICE PROVIDERS

Should the Tenderer desire to make any departures from or modifications to the Standard Conditions of Contract or Specification, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or, alternatively, state them in a covering letter attached to his/her tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

If no departures or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

SIGNATURE..... DATE.....

ANNEXURE "B"

THE MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET ANDWINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS 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 all bids:

- 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference Point System shall be applicable.

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) Specific Goals.

The maximum points for this bid are allocated as follows:	**POINTS**
PRICE	**80**
SPECIFIC GOALS	**20**
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	**100**

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

1.5 The organ of state reserves the right to require of a Service Providers, either before a bid 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) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(b) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(c) **"Functionality"** means the ability of a Service Providers to provide goods or services in accordance with specifications as set out in the tender documents.

(d) "**highest acceptable tender"** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;

(e) **"lowest acceptable tender"** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;

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

(g) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(h) **"Rand Value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation;

(i) **"specific goals"** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

(j) **"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;

(k) **"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;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 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 bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where: -

Ps = Points scored for price of bid under consideration

Pt = Price of bid 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.

4.2 For the purpose of this tender points will be allocated in accordance with the specific goals as outlined in the Tender Document specification contained herein and must be supported by proof /documentation as stated therein.

4.3 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.

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....……%?

ii) The name of the sub-contractor……

……

iii) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

Designated Group: An EME or QSE which is at last 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Co-operative owned by black people		
Black people who are military veterans		
OR		
Msunduzi EME		
Msunduzi Manufacturing Enterprise		
Location of a Business Enterprise		

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm…….

6.2 VAT registration number…….

6.3 Company registration number…….

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……

6.6 COMPANY CLASSIFICATION *[TICK APPLICABLE BOX]*

- □ Manufacturer
- □ Supplier

- Professional Service Providers
- Other Service Providers, e.g. transporter, etc.

6.7 MUNICIPAL INFORMATION

Municipality where business is situated……..……

Registered Account Number: ……...……

Stand Number: ……...……

6.8 Total number of years the company/firm has been in business……

6.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I / we 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 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser 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 purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

SIGNATURE(S) OF BIDDER(S)……

DATE: …….....

ADDRESS: ….....…….....

.....……

WITNESSES: 1……...……...

2…….....……..

ANNEXURE "C"

THE MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET ANDWINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

TAX CLEARANCE CERTIFICATE

Tenderers are required to attach hereto a Tax Compliance Status Verification Pin.

THE MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET ANDWINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

CIPC REGISTRATION CERTIFICATE

Tenderers are required to attach hereto proof of registration with the Companies and Intellectual Property Commission (CIPC) for adjudication purposes.

ANNEXURE "E"

THE MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET ANDWINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT

Tenderers are required to attach hereto proof of registration with the Central Supplier Database (CSD).

A full Report may be required for adjudication purposes.

ANNEXURE "F"

THE MSUNDUZI MUNICIPALITY

CONTRACT No.SS 60 OF 2026

SUPPLY AND SERVICES CONTRACT No 60 OF 2026 (RATES BASED): HIRE OF HIGH-PRESSURE JETTING MACHINE; VACTOR MACHINE OR SIMILAR MACHINE; BUCKET ANDWINCH MACHINE; ROOT CUTTER AND CCTV CAMERA FOR SURVEYING SEWER PIPES

COMPACT DISC (CD) OR USB-FLASH DRIVE

The Compact Disc (CD) or USB-Flash Drive should be submitted in a sealed envelope and attached hereto.

The CD or USB-Flash Drive may assist both the Municipality and the Bidder in the case of any dispute with regards to the contents of the bid submitted. The scanned copy may serve as the secondary verification method.

SIGNED ON BEHALF OF THE SERVICE PROVIDERS:

Name of Service Providers …….

Name of Signatory: ……

Capacity of Signatory: ……

Signature …….. Date …….

All literature and attachments submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Service Providers's failure to comply with this condition.