

THE MSUNDUZI MUNICIPALITY



**SENIOR MANAGER: SUPPLY CHAIN MANAGEMENT
DR D. N. GAMBU**

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

CONTRACT No. SCM 16 OF 26/27

**FRAMEWORK AGREEMENT OF RATES-BASED CONTRACTORS FOR THE
PROVISION FOR RATES BASED LEAK DETECTION AND REPAIR SERVICE
PROVIDERS WITHIN THE MSUNDUZI MUNICIPAL AREA OF SUPPLY. THE
FRAMEWORK AGREEMENT SHALL BE SPLIT BETWEEN A MAXIMUM OF 2
SERVICE PROVIDERS WITH A CIDB GRADING 1-4CE AND A MAXIMUM OF 3
SERVICE PROVIDERS WITH A CIDB GRADING 5CE OR HIGHER**

Tenderer's Name:	
Postal Address:	
Contact Person:	
Telephone No:	
Cellular No:	
E-Mail Address:	
CSD Supplier No:	CIDB CRS No:

Tenders contained in sealed envelopes and marked with “**CONTRACT No. SCM 16 OF 26/27**” 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 **Tuesday, 20 October 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. SCM 16 OF 26/27

**FRAMEWORK AGREEMENT OF RATES-BASED CONTRACTORS FOR THE PROVISION FOR
RATES BASED LEAK DETECTION AND REPAIR SERVICE PROVIDERS WITHIN THE
MSUNDUZI MUNICIPAL AREA OF SUPPLY. THE FRAMEWORK AGREEMENT SHALL BE
SPLIT BETWEEN A MAXIMUM OF 2 SERVICE PROVIDERS WITH A CIDB GRADING 1-4CE
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13.	<u>TENDERERS PLEASE NOTE:</u>	
13.1	Tenderers 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 Senior Manager: 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 Tenderer’s failure to observe this requirement.	
13.2	The Tender Notice was advertised in The Witness newspaper on Thursday, 17 September 2026 . The tender closes at the Central Stores, at 12h00 on Tuesday, 20 October 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	<u>Service Provider to Tick (✓)</u>	<u>For Official Use Only</u>	
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 and Site Inspection" meeting been attended and has the "Tender Briefing and Site Inspection" certificate been completed and signed at the meeting?		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 : _____

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AND A MAXIMUM OF 3 SERVICE PROVIDERS WITH A CIDB GRADING 5CE OR HIGHER**

TENDER NOTICE

Tenders are hereby invited from suitably qualified and experienced Service Providers for a Framework Agreement for the provision of rates based leak detection and repair services within the Msunduzi Municipal area of supply.

Only Service Providers registered with the Construction Industry Development Board (CIDB) with a Grading of 1CE or higher will be eligible to submit tenders. The Framework Agreement shall be split between a maximum of 2 Service Providers with a CIDB Grading of 1-4CE, and a maximum of 3 Service Providers with a CIDB Grading of 5CE or higher.

Tender documents will be made available to tenderers from **12h00 on Thursday, 17 September 2026.**

Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender 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 **R1,376.98 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical related enquiries, please contact Shaylin J. Nelson (Water and Sanitation Unit) on Cellular No. 081 244 0049 or e-mail address **shaylin.nelson@msunduzi.gov.za**.

For any procurement related enquiries, please contact Vinay Mohanlal (Supply Chain Management Unit) on direct Telephone No. 033 – 392 2852 or e-mail address **vinay.mohanlal@msunduzi.gov.za**.

A compulsory **Tender Briefing Meeting** will be held on **Thursday, 01 October 2026**, at the **Auditorium 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg**, commencing at **10h30**. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Municipality shall not be held liable for any loss or damage due to the above.

Tenders must be submitted both in hard copy and on a CD/USB Flash Drive contained in sealed envelopes and marked with “**Contract No. SCM 16 of 26/27**” 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 Tuesday, 20 October 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.

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 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.

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

No.	Evaluation Criteria	Maximum Points
1.	Company Experience	24 Points
2.	Plant and Specialised Equipment	36 Points
Total Functionality Points		60 Points
Minimum Threshold CIDB Grading 5CE or Higher (80%)		48 Points
Minimum Threshold CIDB Grading 1–4CE (70%)		42 Points

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

No.	Specific Goal	Description	Points
1.	Race	At least 51% South African Black ownership and/or more than 51% management controlled by South African Black people [Black Owned Enterprise (BOE)].	5 Points
2.	Locality	(a) Within Msunduzi Jurisdiction	15 Points
		(b) Within uMgungundlovu Jurisdiction	10 Points
		(c) Within Kwa-Zulu Natal 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, Schedule of Quantities, Tender Form, Drawings (N/A), Data Sheets and Annexures thereto.

2. COMPULSORY TENDER BRIEFING MEETING / SITE INSPECTION

Where in the tender document reference is made to a compulsory Tender Briefing Meeting/Site Inspection, the Service Providers shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Council shall not be held liable for any loss or damage due to the above. Service Providers are to ensure that they complete and sign the Attendance Register circulated at 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.

Service Providers are to ensure that their Representatives representing their respective Companies at the Tender Briefing Meeting/Site Inspection are familiar with the true nature and extent of the works as no claims for extras shall be entertained and the Council shall not be held liable should the Service Provider tender incorrectly.

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 and who did not sign the attendance register

3. 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 originally signed by pen 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 Senior Manager: 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.

4. 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 Senior Manager: 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 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.

5. 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.

6. 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	

7. 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.

8. 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 the bidder'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.

9. 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 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.

10. ACCEPTANCE OF ANY TENDER

- 10.1 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.
- 10.2 The procedure/s which shall be followed with the acceptance of a tender are as follows:
 - 10.2.1 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.
 - 10.2.2 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.
 - 10.2.3 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).
 - 10.2.4 Once the requirements of the Provisional Letter of Acceptance have been satisfied, a Final Letter of Acceptance will be sent by the Supply Chain Management to the successful Service Provider/s
 - 10.2.5 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.
 - 10.2.6 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.
 - 10.2.7 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.
- 10.3 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 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.
- 10.4 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.

- 10.5 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.
- 10.6 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.

11. 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.

12. DATA SHEETS

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 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.

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.

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

The Supply Chain Management Municipal Regulations read in conjunction with Msunduzi 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 fictitious 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 Senior Manager: 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.

20. 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.

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.

"Senior Manager: Supply Chain Management" means the Senior Manager: 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. SCM 16 OF 26/27

FRAMEWORK AGREEMENT OF RATES-BASED CONTRACTORS FOR THE PROVISION FOR RATES BASED LEAK DETECTION AND REPAIR SERVICE PROVIDERS WITHIN THE MSUNDUZI MUNICIPAL AREA OF SUPPLY. THE FRAMEWORK AGREEMENT SHALL BE SPLIT BETWEEN A MAXIMUM OF 2 SERVICE PROVIDERS WITH A CIDB GRADING 1-4CE AND A MAXIMUM OF 3 SERVICE PROVIDERS WITH A CIDB GRADING 5CE OR HIGHER

SPECIFICATION

1.0 SCOPE OF CONTRACT

The scope of contract calls for the appointment of suitably qualified and experienced Service Providers under a Framework Agreement for the provision of rates based leak detection and repair services within the Msunduzi Municipal area of supply.

Only Service Providers registered with the Construction Industry Development Board (CIDB) with a Grading of 1CE or higher will be eligible to submit tenders. The Framework Agreement shall be split between a maximum of 2 Service Providers with a CIDB Grading of 1-4CE, and a maximum of 3 Service Providers with a CIDB Grading of 5CE or higher.

2.0 BACKGROUND

- 2.1 The Msunduzi Municipality has closed off water losses for the 24/25 Financial Year at 20.7% (YTD) and 25/26 Financial Year at 20.43%. Closing off the 24/25 Financial Year with an amount of R166,774,733.34 worth of water losses. Closing off the 25/26 Financial Year with an amount of R174,550,110.15 worth of water losses.
- 2.2 The Water Business Unit is currently conducting an in-house baseline assessment of high-water consumption areas from Minimum Night Flow application.
- 2.3 DWS has issued the Msunduzi Bulk Services Authority, uMngeni-uThukela Water, with a directive to comply with abstraction licence. This will result in a curtailed volume of water supplied to the Msunduzi jurisdiction of supply. To meet supply demands within Msunduzi, the optimization of water supply is imperative.
- 2.4 The appointment of a Service Provider for leak detection and repair services shall assist with the above requirements.
- 2.5 The municipal Non-Revenue Water has averaged 40% over the last three financial years. Almost 50% of this allocation is attributed to water losses; via mainline leaks, service leaks and overflows. The Water Business Unit seeks to reduce the current average to 30% over the next two years.

3.0 PROJECT CHAMPION

For any technical enquiries, please contact the Project Champion, as follows:

Name and Surname	:	Shaylin J. Nelson
Department	:	Water and Sanitation
Designation	:	Technician
Cellular No.	:	081 244 0049
E-mail Address	:	shaylin.nelson@msunduzi.gov.za

4.0 SCOPE OF WORKS

The Service Provider shall be required to carry out leak detection services at five (5) different levels of detail. To establish a baseline and rate the success of the leak repairs, the Service Provider is required to liaise with the WDM/WC Consultant and/or Client to ensure that the flow rates at the supply reservoir meters (where these exist) are logged. This is to be done for seven (7) days before the detection commences and for seven (7) days after all the leaks have been repaired. In addition, a detailed programme of this leak detection works showing the required logging dates is to be submitted and updated weekly.

5.0 DETAILED SPECIFICATION

5.1 The scope of works entails of:

5.1.1 This contract comprises of two components, namely:

5.1.1.1 Part A: The provision of continuous/ongoing leak detection services in the Msunduzi Municipality as well as the coordination and monitoring of leaks.

5.1.1.2 Part B: The repair of identified leaks as defined within Part A, of pipes up to 300mm in diameter.

5.1.2 Five (5) different levels of leak detection are required through this contract, ranging from simplified visual/mechanical leak detection surveys up to advanced electronic leak detection surveys in accordance with the specifications contained herein.

5.2 Leak Detection Levels:

Level 1 Leak Detection:

5.2.1 Level 1 comprises of a pedestrian visual survey of all reticulation, service connections and public standpipes that must be undertaken in accordance with the CPG requirements of this contract. The cost of identification, training and mentoring all such resources are deemed to be included in the stipulated rates.

- (a) Level 1 surveys incorporate the following scope of work:
- (b) The WDM/WC Consultant shall identify reservoir supply zones in which Level 1 leak detection is required and hand supply zone polygons over to Service Provider via email.
- (c) The Service Provider shall prepare field maps/reticulation plans for teams and deploy teams to field.
- (d) The Service Provider shall be responsible for transport of team members to and from site.
- (e) The Service Provider shall walk all reticulation, visually inspect all service connections, open and visually inspect all service connections, open and visually inspect all valve boxes and hydrant valves, reticulation air valves and scour valves, bulk meter chambers and any other key component.
- (f) The Service Provider shall mark up all visible leaks on a hard copy of plans and record GPS coordinate of all visible leaks (VL, HL, SCL, ML) and leak severity (Level 1-3). In terms of the marking of all leaks on plan, the following codes must be used:

5.2.1.f.1	VL	=	valve leak
5.2.1.f.2	HL	=	hydrant leak

5.2.1.f.3	SCL	=	service connection leak
5.2.1.f.4	ML	=	main line leak

(g) In terms of leak severity, the following codes must be used:

5.2.1.g.1	Severity 1	=	minimal
5.2.1.g.2	Severity 2	=	mild
5.2.1.g.3	Severity 3	=	severe

5.2.2 A Provisional Sum allowance has been made in the Schedule of Quantities for the purchase of GPS units. Also see item 5.2.11.

5.2.3 GPS all leaks when located and reference the GPS Number to the relevant field form.

5.2.4 The Service Provider shall email to the Client before 15h30 daily a download of the GPS units. It is the Contractor's responsibility to ensure the email is sent, taking into consideration file size and network requirements. Client representative's email address shall be confirmed at project commencement.

5.2.5 The Service Provider shall assume responsibility for compiling a daily leak repair list, coordinate leak repair, as well as for following up on leak repair close-out. Job cards for each survey and leak found must be captured on a template agreed on prior to commencement. The Client reserves the right to implement any electronic based software for job card tracking purposes. The Service Provider must ensure administrative capacity within team compliment.

5.2.6 The Client or Client's elected representative shall also carry out the existing Quality Control Inspection.

5.2.7 The Service provider shall also determine pre-and-post Level 1 repair flow measurement where practical.

5.2.8 The Service Provider shall nominate individual team members and formally submit these individuals for consideration of use in the field. The Client or Client's elected representative shall carry out a competence test on these individuals which shall include, inter alia, map reading skills and use of GPS devices. A joint mini workshop shall be held prior to the commencement of field activities to agree the identification of visible leaks, determination of leak code and leak severity. This workshop shall be carried out at no cost to the Client.

5.2.9 Based on competency and performance, the Client or Client's elected representative reserves the right to request that non-performing resources be replaced.

5.2.10 The Client or Client's elected representative shall undertake ongoing investigations on a sample of all leak repairs to assess quality of repair carried out by plumbers.

5.2.11 The Service Provider shall purchase Garmin eTrex handheld GPS units (one per team member) for use in the field and shall be responsible for maintenance, batteries, etc. of these devices. The units are to be handed over to the Client on completion of the contract in good working order and condition.

Level 2 Leak Detection:

5.2.12 Initial leak survey using mechanical listening sticks on all network contact points (for example, hydrants, valves, etc.), to be carried out by walking.

- 5.2.13 Service connection survey by listening to both sides of a consumer meter (including for isolating of consumer meter); The Service Provider must report on all customer meter connections where the meters are buried, where there are no meters, where the meters are blocked or where the meters are turning in reverse, as well as identify and record all illegal connections.
- 5.2.14 Delivery of a standard letter to the consumers where leaks are suspected on the consumers premises (template to be confirmed and standardized by Client or Client's elected representative).
- 5.2.15 Returning to pipe sections identified as having potential leaks and using more sophisticated equipment such as ground microphones or leak noise correlators to pinpoint leak location.
- 5.2.16 Marking of pinpointed leaks in the field for repair by plumbing teams or reporting to Control Room staff (A typical red spray paint shall be used to pinpoint non-daylighting leaks).
- 5.2.17 GPS all leaks when located and reference the GPS Number to the relevant field form.
- 5.2.18 Supervising and coordinating the plumber repairing the leaks to ensure that the faults are repaired. Job cards for each survey and leak found must be captured on a template agreed on prior to commencement. The Client reserves the right to implement any electronic based software for job card tracking purposes. The Service Provider must ensure administrative capacity within the team compliment.
- 5.2.19 The Client has experienced previous problems with the speed of Level 2 leak detection surveys. To ensure that sufficient attention is paid in the field to accuracy and the confirmation of leaks, the maximum leak survey rate for Level 2 survey is 4km per team member per day; this specified maximum target rate takes into consideration quality assurance during execution of the contract.

Level 3 Leak Detection:

- 5.2.20 Full (i.e. 100%) leak survey by using correlators placed on all network contact points; The maximum spacing of the contact points must be 80-150m and within the capabilities of the equipment with due cognisance for the pipe material.
- 5.2.21 Confirmation and pinpointing of every suspected nonvisible/non-daylighting leak.
- 5.2.22 GPS all leaks when located and reference the GPS Number to the relevant field form.
- 5.2.23 All correlation files must be saved, electronically referenced and handed over to the Client or Client's elected representative on a weekly basis.
- 5.2.24 Job cards for each survey and leak found must be captured on a template agreed on prior to commencement. The Client reserves the right to implement any electronic based software for job card tracking purposes. The Service provider must ensure administrative capacity within team compliment.
- 5.2.25 Tenderers are to also note that Level 3 leak detection work is required to be carried out during off-peak periods in high noise pollution areas to maximise the efficiency of the leak detection service. These areas, and the need for off-peak work, shall be agreed in advance with the Client or Client's elected representative. Overtime for works and services rendered after hours are already factored into respective rates/line items for Level 3 leak detection.

- 5.2.26 A typical red spray paint shall be used to reference on the surface pinpointed non-daylighting leaks
- 5.2.27 For those areas where insufficient contact points with the network area available, the Service Provider shall be instructed to arrange for and install reliable contact points for correlation purposes (a sum has been allowed for this purpose in the Schedule of Quantities).
- 5.2.28 The Client has experienced previous problems with the speed of Level 3 leak detection surveys. To ensure that sufficient attention is paid in the field to accuracy and the confirmation of leaks, the targeted leak survey rate for Level 3 surveys is 2km per team member per day. This specified maximum target rate takes into consideration quality assurance during execution of the contract.

Level 4 Leak Detection:

- 5.2.29 Level 4 utilises the latest technical innovations and development in leak detection equipment and includes Leak survey by using noise loggers placed on all network contact points instead of mechanical listening sticks. The loggers shall be deployed for 2-7 days as agreed with the Client or Client's elected representative. The Service Provider shall be further required to pin-point the suspected leaks (using either leak noise correlators and/or ground microphones) so that the repairs can be efficiently carried out.
- 5.2.30 A typical red spray paint shall be used to reference on the surface pinpointed non-daylighting leaks.
- 5.2.31 Job cards for each survey and leak found must be captured on a template agreed on prior to commencement. The Client reserves the right to implement any electronic based software for job card tracking purposes. The Service Provider must ensure administrative capacity within team compliment.
- 5.2.32 GPS all leaks when located and reference the GPS Number to the relevant field form.
- 5.2.33 All data files from the noise loggers must be permanently stored together with the reference point indicating where the logger was attached, and this data must be handed over to the Client or Client's elected representative.
- 5.2.34 Tenderers are also to note that Level 4 leak detection work shall need to be carried out during off-peak periods in built up areas to maximise the efficiency of the leak detection service. Overtime for works and services rendered after hours are already factored into respective rates/line items for Level 4 leak detection.

Level 5 Leak Detection:

- 5.2.35 Level 5 is the leak detection methodology to be used on trunk mains and consists of driving/ walking along trunk main routes to identify any visual leaks.
- 5.2.36 Recording in a reticulation map book the routes that have been covered, as well as all other pertinent information.
- 5.2.37 Identification and proving (where required) of the exact trunk main route.
- 5.2.38 Physical inspection of all air and scour valves on the trunk main and report on any problems.

- 5.2.39 Physical inspection and setting of all pressure reducing valves (PRVs) and Break Pressure Tanks (BPTs) and report on any problems contributing to increased water leaks and/or bursts.
- 5.2.40 Identification of potential illegal connections and any other system anomalies in the field.
- 5.2.41 Initial leak survey by using mechanical listening sticks on all network contact points (for example, scour valves, air valves, etc.) to be carried out by walking.
- 5.2.42 Returning to pipe sections identified as having potential leaks and using more sophisticated equipment such as ground microphones, loggers or leak noise correlators to pinpoint potential leaks, marking of pinpointed leaks in the field and on drawings for excavation/proving repair by plumbing teams and using a Garmin GPS to record the position.
- 5.2.43 Marking of pinpointed leaks in the field and on drawings for excavation/proving repair by plumbing teams and using a Garmin GPS to record the position.
- 5.2.44 Coordinating with the Superintendent repairing the leaks.
- 5.2.45 Coordinating with Control Room staff to report leaks and to ensure that the leaks have been repaired.
- 5.2.46 A typical red spray paint shall be used to reference on the surface pinpointed non-daylighting leaks.
- 5.2.47 Job cards for each survey and leak found must be captured on a template agreed on prior to commencement. The Client reserves the right to implement any electronic based software for job card tracking purposes. The Service Provider must ensure administrative capacity within team compliment.

Leak Detection Methodology:

- 5.2.48 This leak detection services shall be carried out on a “per kilometre of reticulation” basis and the Service Provider shall be directed to work in areas as identified by the Client or Client’s elected representative. It must be noted that multiple leak detection surveys are required which on average range between four (4) and eight (8) passes in an allocated zone. This is supported theoretically, as after each survey leaks are identified and repaired until all leaks are repaired within the allocated zone.
- 5.2.49 The Client may choose to direct the Service Providers’ work activities in more than one area simultaneously.
- 5.2.50 It is advised that at least five (5) Service Providers are appointed, within the Msunduzi Municipality’s area of supply.
- 5.2.51 The work areas shall be issued in work packages with stipulated deliverables and timeframes.
- 5.2.52 The Service Provider shall be required to supply vehicles and staff whenever required. Such requirement is catered for in rates for leak detection and repair.
- 5.2.53 The aspect of overtime is also deemed catered for within the applicable rates should the need arise.

- 5.2.54 The Contractor shall only execute leak detection services upon written communication from Client or Client's elected representative. Work carried out by the Contractor without written notice shall not be claimed for.
- 5.2.55 The Contractor shall submit to Client or Client's elected representative a schedule of leaks found, within respective categories and pipe sizes, with programme and estimated costings prior to repair.
- 5.2.56 All repairs shall only be actioned upon written consent from Client or Client's elected representative. Any repairs carried out by the Contractor without written notice shall not be claimed for.
- 5.2.57 The Service Provider shall be responsible for the following activities during the contract:
- (a) Liaison with Client's Operational staff.
 - (b) Pipe location (for service connections).
 - (c) Conducting active leak detection surveys on designated reticulation and trunk mains.
 - (d) Identifying, categorizing and reporting on suspected leak positions.
 - (e) Identifying possible illegal connections.
 - (f) Completing and coordination of all leak repairs.
 - (g) Reporting on all leaks located and repaired in accordance with the specifications.
 - (h) Monthly, weekly and daily progress reporting on work package as deemed applicable by the Client or Client's elected representative.

Repair Methodology:

5.2.58 Phase 1: Site Isolation and Safety Setup:

- (a) Close the nearest upstream and downstream isolation valves to stop high-pressure flooding.
- (b) Deploy signs, cones, and barricades to divert vehicles and establish a safe work zone.
- (c) Identify if there are additional underground service e.g. electricity cables, sewer line, telecom cables etc.

5.2.59 Phase 2: Excavation and Trench Stabilization:

- (a) Expose the pipe with Labour Intensive or Mechanical excavation.
- (b) Utilise water pumps to drain the trench and keep trench safe while the team is working inside the trench.
- (c) Install trench shields for any excavation deeper than 1.5 metres.

5.2.60 Phase 3: Pipe Cut and Replacement:

- (a) Cut out the damaged section using a hydraulic pipe saw, ensuring square, clean edges on the host pipe. Spot repairs may be done on steel and uPVC or similar pipe material. Repairs to AC pipes shall require the replacement of the 6m length section.
- (b) Ensure the correct fitment of couplings/adaptors and mechanical seals.

5.2.61 Phase 4: Backfill and Commissioning:

- (a) Slowly open the upstream valve to fill the line, vent trapped air and inspect joints for leaks.
- (b) Flush the main through a fire hydrant.

- (c) Backfill pipe layer with select materials to surface level.
- (d) Reinstatement surface to original i.e. soil, concrete or tar.

Reinstatements of Sites:

- 5.2.62 It shall be noted that reinstatement of sites exposed, in aid of leak detection, shall be returned to the original condition. Prior to the exposing of the site.
- 5.2.63 Reinstatement is inclusive of all backfilling and concrete works as well as tar works, where applicable.
- 5.2.64 The minimum concrete strength shall be 25MPa, unless stated differently by the Client or Client's elected representative.
- 5.2.65 Reinstatements shall be completed within seven (7) days, post exposing and fixing of the leak detected. The Service Provider shall ensure the site is left in a safe condition before vacating and subsequently returning to reinstate. They shall further ensure that backfilled road crossings are maintained before final reinstatement.
- 5.2.66 The Contractor is to ensure that every vehicle allocated to this project is equipped with a GPS tracking device. Log sheets are to be provided to the Client upon request. A register of all vehicles utilized under this contract shall be submitted to Client upon commencement. Any changes to vehicles must be updated to communicated and resubmitted to the Client immediately.
- 5.2.67 Associated electronic devices, to locate the allocated sites (GPS's), capture and submit information to the Municipality or their representative (camera's and other electronic devices) shall be provided by the Contractor. A dedicated GPS device shall be used to capture the exact location of the water meter installed/maintained. It is the responsibility of the Contractor to ensure accuracy of GPS coordinates.
- 5.2.68 The Contractor is to ensure the availability of the necessary tools for the execution of all works under this contract.
- 5.2.69 The Contractor shall provide be required to capture all work on an agreed site-specific job card template and consolidate work on either Microsoft Excel and/or any software as delegated by the Client.
- 5.2.70 The Contractor shall keep in storage soft copies of all job cards and shall transfer to the Client monthly with respective monthly report and progress payments.
- 5.2.71 The Contractor shall be required to submit an agreed upon template document to notify the Consumer informing on action taken at any respective site on any of the activities carried out under this contract. The proof (Duplicate/Triplicate Book or Clear Photo) of such is to be attached to job card.
- 5.2.72 The Contractor shall be responsible for notifications/posters to be displayed in the areas which may be affected by water supply interruptions due to repairs of located leaks. Template for notifications shall be agreed on prior to commencement.

Job Card Template:

- 5.2.73 The Contractor shall be required to capture work onto an agreed site-specific job card template and consolidate work on either excel and/or any software delegated by the Client.

5.2.74 The following information must be captured on the respective job cards in addition to the fittings used, excavation quantity volume and reinstatement volume (Note the information below shall be subject to change should the Client or Client's elected representative deem fit):

- (a) Physical Address and Ward Number associated with leak repair.
- (b) GPS Coordinates. (NB: It is the Contractor's responsibility to test and ensure that the GPS coordinates are correct before submitting job cards).
- (c) Type of leak repair.
- (d) Size of pipe for leak repair.
- (e) Indicate the action taken.
- (f) Capture Water Meter Serial Number.
- (g) Capture Water Meter Removal Reading.
- (h) Photo of Water Meter Serial Number and Reading.
- (i) Photo of fittings used for repair.
- (j) Photo of reinstatement after repair.
- (k) Photo of landmark behind the repair. (e.g. property, property gate, property wall etc.)

5.2.75 The above job card template shall be amended accordingly for point specific sites under Levels 4 and 5 leak detection surveys.

6.0 TENDER BRIEFING MEETING

A compulsory **Tender Briefing Meeting** will be held on **Thursday, 01 October 2026**, at the **Auditorium 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg**, commencing at **10h30**. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Municipality shall not be held liable for any loss or damage due to the above.

7.0 CONTRACT PERIOD

The contract period shall be three (3) years effective from the date of appointment of the successful Service Provider.

8.0 SERVICE LEVEL AGREEMENT

The successful Service Provider shall be required to enter into a Service Level Agreement with the Msunduzi Municipality before the commencement of any works or services.

9.0 PLACE OF DELIVERY AND DELIVERY PERIOD

- 9.1 The project shall be executed throughout the Msunduzi Municipality's area of supply.
- 9.2 The work areas shall be issued in work packages with stipulated deliverables and timeframes (See item 5.2.51). The Service Provider is expected to commence with the works within two (2) days from issuance of the work package.
- 9.3 To ensure that sufficient attention is paid in the field to accuracy and the confirmation of leaks, the maximum leak survey rate for Level 2 survey is 4km per team member per day.
- 9.4 To ensure that sufficient attention is paid in the field to accuracy and the confirmation of leaks, the targeted leak survey rate for Level 3 surveys is 2km per team member per day.
- 9.5 Leak detection Levels 4 and 5 are highly specialized and site specific.

10.0 PENALTIES

Work packages that are not completed within the stipulated delivery period shall be subject to a penalty of R1,500.00 per team per day as specified in item 5.2.51, in line with the GCC 2015.

11.0 ESCALATION

Escalation on the specified rates are not applicable for the first twelve (12) months. Escalation subject to the Consumer Price Index (CPIX) will become effective from the 13th month, using the base date as the 12th month.

12.0 RETENTION AND SURETIES

12.1 Retention shall be 10% of the Contractor's invoice submitted.

12.2 Retention shall be released on the 13th month for retentions held for months 1 to 12. The same shall apply for the two outer years retentions.

13.0 GUARANTEE/WARRANTY/DEFECTS LIABILITY PERIOD

The Defects Liability Period shall be three (3) months effective from the date of repair or installation.

14.0 INSURANCES REQUIRED

14.1 The following insurances are to be provided by the Contractor:

- (a) Public Liability Insurance
- (b) Contractor's All Risk Insurance
- (c) Works Insurance
- (d) Special Risks Insurance (SASRIA)

14.2 The limit of the Public Liability Insurance is R5,000,000.00 for any single claim. The number of claims are to be unlimited during the construction and Defects Liability Period.

15.0 COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.

All works to be undertaken under this contract shall be compliant in accordance and/or governed by the following Legislation and Regulations:

- (1) The Occupational Health and Safety (OHS) Act (Act No. 85 of 1993)
- (2) The Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993)
- (3) The Labour Relations Act (Act No. 66 of 1995)
- (4) The Basic Conditions of Employment (BCE) Act (Act No. 3 of 1983)
- (5) The Income Tax Act (Act No. 58 of 1962)
- (6) The Value Added Tax (VAT) Act (Act No. 89 of 1991)
- (7) The Legal Deposit Act (Act No. 54 of 1997)
- (8) The Municipal Finance Management Act (MFMA) (Act No. 56 of 2003)
- (9) The Municipal Systems Act (Act No. 32 of 2000)
- (10) The Municipal Supply Chain Management Regulations, 2005
- (11) The Msunduzi Municipality Supply Chain Management Policy
- (12) The Preferential Procurement Policy Framework Act (PPPFA), 2005
- (13) The Preferential Procurement Regulations, 2022
- (14) The General Conditions of Contract (GCC) 2015
- (15) The Skills Development Act, Act No. 97 of 1998
- (16) The Water Services Act, Act No. 108 of 1997

16.0 MATERIALS

- 16.1 All materials are to be SABS/SANS approved.
- 16.2 Materials shall be provided to the respective Contractors.
- 16.3 Where materials required for repair are not immediately available from the Client's Stores, the provisional sum may be used to procure required materials via a three (3) quote system. This clause is governed and subject to prior approval from the Client.

17.0 MANDATORY REQUIREMENTS

Mandatory Requirements CIDB Grading 5CE or Higher		
Description of Mandatory Requirement	Bidder Capacity Trait to be Tested by the Mandatory Requirement	Verification Method
Two (2) Trade Tested Plumbers	Trade Tested Plumber	Trade Tested Certificate. Certified by Commissioner of Oaths. (NB: Only original certified copy shall be accepted)
One (1) Administration Staff Member	Minimum Matric Certificate or Minimum NQF Level 4 Certificate	Minimum Matric Certificate or Minimum NQF Level 4 Certificate. Certified by Commissioner of Oaths. (NB: Only original certified copy shall be accepted)
One (1) Trade Tested Coded Welder	Trade Tested Coded Welder	Trade Tested Certificate. Certified by Commissioner of Oaths. (NB: Only original certified copy shall be accepted)

Mandatory Requirements CIDB Grading 1 – 4CE		
Description of Mandatory Requirement	Bidder Capacity Trait to be Tested by the Mandatory Requirement	Verification Method
Two (2) Trade Tested Plumbers	Trade Tested Plumber	Trade Tested Certificate. Certified by Commissioner of Oaths. (NB: Only original certified copy shall be accepted)
One (1) Administration Staff Member	Minimum Matric Certificate or Minimum NQF Level 4 Certificate	Minimum Matric Certificate or NQF Level 4 Certificate. Certified by Commissioner of Oaths. (NB: Only original certified copy shall be accepted)

Failure to comply with the above Mandatory Requirements shall result in the disqualification of the tender submission.

18.0 **EVALUATION CRITERIA**

18.1 Tenderers complying with the above Mandatory Requirements 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.

18.2 The tenderer's experience and technical capacity applicable to the nature of works mentioned herein shall be scored against a maximum 60 points for Functionality in Stage One with the minimum thresholds being as follows:

- (a) CIDB Grading 5CE or Higher = 80% (equating to 48 Points)
- (b) CIDB Grading 1–4 CE = 70% (equating to 42 Points)

18.3 Only tenderers who score the minimum thresholds above will be further considered for Stage Two: 80/20 Preference Point System.

18.4 **Stage One: Functionality**

Tenderers shall be scored against the following evaluation criteria:

Functionality Criteria	Max Points
(1) Company Experience:	24
(1) Appointment Letter and (2) Reference Letter or Completion Letter indicating the scope of work to confirm the number of successful Leak Detection contracts for the Client. Failure to submit the above will result in zero (0) points scored for this section.	
If the tenderer was a sub-contractor, the main contractor's Appointment Letter must be provided with (1) the Appointment or Agreement and (2) the Reference or Completion Letter between the sub-contractor and the main contractor.	
Company experience on 8 or more successful Leak Detection projects	24
Company experience 6 – 8 successful Leak Detection projects	18
Company experience 3 – 5 successful Leak Detection projects	12
Company experience 1 – 2 successful Leak Detection projects	6
Company experience Zero (0) projects	0
(2) Plant and Specialised Equipment:	36
A total of 36 points shall be allocated for all Plant and Specialised Equipment required under this contract and owned or leased/rented by the respective tenderer.	
1. Owned Equipment: Respective tenderers must provide Invoices or Insurance Schedule for owned plant equipment.	
2. Leased/ Rental Equipment: Respective tenderers must provide Letter of Intent to lease/ rent equipment signed by both parties AND Lessor's proof of ownership (purchase Invoice or Insurance Schedule).	
3. Respective tenderers must sign off the schedule below indicating owned or leased/ rented plant and specialised equipment:	

1. TLB	6
2. Excavator	6
3. Correlator	3
4. Ground Microphone	3
5. Metal Detector Device (Ground Penetration Minimum 5m)	3
6. Pressure Logging Devices	3
7. Flow Logging Devices	3
8. Clamp-On Water Meter Devices	3
9. Electronic Listening Stick	2
10. Manual Listening Stick (Per Allocated Team)	2
11. Hand-Held Field Data Capture Device (Per Allocated Team)	2

Table of Specialised Equipment Schedule					
Indicate within the Table below (Mark with "X") which equipment listed is owned or shall be leased/rented					
No.	Description of Equipment	Ownership		Leased or Rented	
1.	TLB	6		6	
2.	Excavator	6		6	
3.	Correlator	3		3	
4.	Ground Microphone	3		3	
5.	Metal Detector Device (Ground Penetration Minimum 5m)	3		3	
6.	Pressure Logging Devices	3		3	
7.	Flow Logging Devices	3		3	
8.	Clamp-On Water Meter Devices	3		3	
9.	Electronic Listening Stick	2		2	
10	Manual Listening Stick (Per Allocated Team)	2		2	
11.	Hand-Held Field Data Capture Device (Per Allocated Team)	2		2	
Total Points		36		36	
Overall Total Claimed		/ 36			

The duly appointed signatory below confirms that the above indicated is true and can be verified by the documentation provided WITHIN the tender submission, and site inspection as decided by the Client.

Full Name of Signatory:

Capacity of Signatory:

Signature:Date:

Total Functionality Points	60 Points
Minimum Threshold CIDB 5 CE Grading or Higher (80%)	48 Points
Minimum Threshold CIDB 1-4 CE Grading (70%)	42 Points

- 18.5 Only tenderers who score a minimum thresholds above will be further considered for Stage Two: 80/20 Preference Point System below. **Any tenderer that does not meet the eligibility threshold will be automatically disqualified.**

18.6 Stage Two: 80/20 Preference Point System

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act 2000, Act 5 of 2000, as amended and approved in 2022, responsive tenders will be adjudicated by the Municipality on the 80/20 Preference Point System in terms of which, points are awarded to tenderers on the basis of:

Price	:	80 Points*
Preference Points (Specific Goals)	:	20 Points
<u>Total</u>	:	<u>100 Points</u>

* Full 80 points will be allocated for the specified rates herein.

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

No.	Specific Goal	Description	Points
1.	Race	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 Provider’s FULL CSD Report to claim the points above.	5 Points
2.	Locality	(a) Within Msunduzi Jurisdiction.	15 Points
		(b) Within uMgungundlovu Jurisdiction.	10 Points
		(c) Within Kwa-Zulu Natal Jurisdiction	5 Points
		Bidders must submit a Lease Agreement or Municipal Bill Account in the name of the Company to claim the points above.	
Total Preference Points (Specific Goals)			20 Points
NB: Failure to submit the above will result in Zero (0) points being awarded per goal.			

19.0 OBJECTIVE CRITERIA

19.1 The CIDB status of tenderers must remain active throughout the adjudication process.

19.2 A Service Provider whose case is still being dealt with by the Blacklisting Committee cannot be awarded.

19.3 Ruling to be finalized within a reasonable time frame to ensure that there is no substantial loss of income for a Service Provider. If such a time has passed, the Service Provider is eligible to bid for tenders.

19.4 If the Service Provider's performance (as per reference letter requirements) is a qualifying/disqualifying criterion and the Service Provider feels as if they were unfairly graded/rated. Can that Service Provider provide supporting documents to prove that the poor/unsatisfactory performance was of external factors beyond their control? To avoid appeals/re-evaluations.

20.0 ANY OTHER IMPORTANT INFORMATION

20.1 Respective tenderers must take note of the Mandatory Requirements and BOQs set for CIDB Grading 1–4CE and CIDB Grading 5CE or higher respectively.

20.2 The Contractor is required to occupy an operational space which will accommodate administrative teams and be able to host meetings within the Msunduzi Municipality area of jurisdiction. The Contractor's premises shall be verified prior to issuance of a Purchase Order.

20.3 The Contractor 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.

20.4 The Msunduzi Municipality reserves the right to inspect whether the respective Service Providers have the tools listed before the issuance of the final award.

20.5 The Msunduzi Municipality reserves the right to withdraw any or all purchase orders should the Service Provider fail to provide the tools listed and required to execute the Scope of Work under this contract.

20.6 Sub-contracting shall be in line with the Msunduzi Municipality's SCM Policy.

20.7 The Service Provider shall purchase Garmin eTrex handheld GPS units (one per team member) for use in the field and shall be responsible for maintenance, batteries, etc. of these devices. The units are to be handed over to the Client on completion of the contract in good working order and condition.

20.8 The Msunduzi Municipality shall establish a Service Level Agreement (SLA) with the respective appointed tenderer at project commencement.

21.0 SCHEDULE OF QUANTITIES

The Schedule of Quantities, as follows, contain specified rates to be signed as accepted by the tenderer:

(a) Schedule of Quantities Table 1: CIDB Grading 5CE and Higher

(b) Schedule of Quantities Table 2: CIDB Grading 1 – 4CE

22.0 SUB-CONTRACTING REQUIREMENT FOR THIS TENDER

- 22.1 Subcontracting shall be in-line with Msunduzi Municipality's SCM Policy.
- 22.2 This contract shall remain a rates-based contract. No Contractor shall be entitled to any predetermined allocation of work or value of works.

23.0 IMPLEMENTATION OF WORK PACKAGES

- 23.1 Work will be implemented through separate written instructions, work orders, or task orders issued by the Municipality.
- 23.2 Each work order shall specify the scope, location, estimated value, and timeframe of the works to be performed.
- 23.3 Contractors may not commence any work until a written instruction or order, duly authorized by the Municipality, has been received.
- 23.4 The Municipality reserves the right to determine the sequence and timing of work allocation to ensure service delivery efficiency and cost-effectiveness.

24.0 CONDITIONS ON ALLOCATION OF WORK AMONGST FRAMEWORK AGREEMENT MEMBERS

- 24.1 Allocation of work to Framework Agreement members shall be based on the following guiding principles:
 - 24.1.1 Equitable Rotation:** Ensuring fair and transparent distribution of work among all qualifying Contractors on the Framework Agreement.
 - 24.1.2 Capability and Capacity:** Considering Contractor availability, performance record, resources, and grading relative to the scope of work.
 - 24.1.3 Geographical Proximity and Specialization:** Allocating work to Contractors best suited for specific areas or technical requirements.
 - 24.1.4 Urgency or Emergency Circumstances:** Where necessary, the Municipality may allocate work outside of normal rotation to address urgent service delivery needs.
- 24.2 The Municipality shall maintain a Framework Agreement Allocation Register reflecting all work orders issued, values allocated, and Contractors appointed.
- 24.3 Non-performing Contractors may be suspended from further allocations or subjected to performance review and remedial action in terms of the contract conditions and SCM Policy.
- 24.4 Where a Contractor declines or fails to accept a work order within the specified timeframe, the Municipality reserves the right to reallocate the work to the next eligible Contractor in sequence.

25.0 PERFORMANCE MANAGEMENT

- 25.1 Contractor performance shall be assessed per work order against key performance indicators including quality, timeliness, cost control, and safety compliance.
- 25.2 Continued inclusion on the Framework Agreement is conditional upon satisfactory performance. Repeated non-performance may lead to removal from the Framework Agreement and disqualification from future allocations.

26.0 IMPLEMENTATION AND ALLOCATION OF WORK PACKAGES

- 26.1 All five (5) Contractors appointed under this contract shall be engaged simultaneously at first, subject to the Municipality's operational requirements and the approved project implementation plan.
- 26.2 Initial (initiation) work packages shall be issued equally across all appointed Contractors and across the different activity categories listed within the scope of works. Thereafter, further allocations shall be determined based on each Contractor's individual performance, progress, and compliance with contractual obligations, in accordance with the performance evaluation provisions set out under the various types of Leak Detection.
- 26.3 Contractors demonstrating slow or unsatisfactory progress shall be subject to penalties in accordance with the provisions of items 10 and 25 (Penalties and Performance Management) of this document respectively.
- 26.4 The progress of slow-performing Contractors shall be monitored for a period of three (3) months following written notice by the Municipality. Failure to achieve satisfactory improvement within this period shall constitute grounds for repudiation or termination of contract by the Msunduzi Municipality, in line with the termination provisions of the General Conditions of Contract (GCC 2015) latest edition.
- 26.5 The successful completion and submission of site-specific job cards, duly signed by the Municipal Project Manager or delegated representative, shall serve as verification of Contractor performance against approved daily production targets and shall be used as a primary input in assessing future work allocations.
- 26.6 The Municipality shall maintain a Work Allocation Register capturing the details of all work packages issued, values allocated, performance outcomes, and Contractor rotation, to ensure equitable distribution and compliance with the Municipal Supply Chain Management Policy.

27.0 SUBMISSION OF TENDERS

A completed tender document with all necessary attachments, together with a scanned copy either on a Compact Disc (CD) or USB-Flash Drive securely attached to **ANNEXURE "G"** of the tender document, must be submitted in a sealed envelope on the closing date of tender.

28.0 COUNCIL'S LIABILITY AND INDEMNITY

- 28.1 The 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.
- 28.2 The Council shall not be held liable to the Service Providers for any direct or indirect damages or losses and the Council shall be indemnified and held free against claims arising out of:
- 28.2.1 any negligent or innocent misrepresentations made by the Council, its employees or agents in respect of any data, information and statistics supplied to the 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
- 28.2.2 a change in a legislative provision applicable to the contract.

29.0 ASSIGNMENT AND SUBLETTING

Neither the Service Providers nor the Council shall assign or cede the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other. The Service Providers shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, if given, shall not relieve the Service Providers from any liability or obligation under the contract.

30.0 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.

31.0 SEQUESTRATION OR SURRENDER OF SERVICE PROVIDER'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.

32.0 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.

33.0 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.

34.0 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.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 16 OF 26/27

**FRAMEWORK AGREEMENT OF RATES–BASED CONTRACTORS FOR THE PROVISION FOR
RATES BASED LEAK DETECTION AND REPAIR SERVICE PROVIDERS WITHIN THE
MSUNDUZI MUNICIPAL AREA OF SUPPLY. THE FRAMEWORK AGREEMENT SHALL BE
SPLIT BETWEEN A MAXIMUM OF 2 SERVICE PROVIDERS WITH A CIDB GRADING 1–4CE
AND A MAXIMUM OF 3 SERVICE PROVIDERS WITH A CIDB GRADING 5CE OR HIGHER**

SCHEDULE OF QUANTITIES (SPECIFIED RATES)

*** SCHEDULE OF QUANTITIES TABLE 1: CIDB GRADING 5CE OR HIGHER ***			
Item No.	Description	Unit	Rate (Excl. VAT)
SECTION 1: FIXED SERVICES			
1.1	Formal Contract	Item	R 17,517.95
1.2	Insurance of Works, Damage to Persons and Property	Yearly	R 3,315.45
1.3	Third Party Insurance	Yearly	R 3,315.45
1.4	Workmen's Compensation	Yearly	R 3,315.45
1.5	Initial Supply of Plant (Pump, Generator, Jackhammer, Electrical Saw, etc.) Material, Labour and Services	Yearly	R 41,745.00
1.6	Full compliance with OH&S Act 85 of 1993	Item	R 5,980.00
1.7	Compliance with HIV/Aids Requirements	Item	R 5,980.00
1.8	Accommodation of Traffic	Yearly	R 1,992.95

SECTION 2: PROVISION OF LEAK DETECTION SERVICES			
2	Leak Detection Survey	Item	Rate (Excl. VAT)
2.1	Level 1 leak detection services on all mains and reticulation pipes and service connections of all materials and diameters in accordance with the project specification.	m	R 0.83
2.2	Level 2 leak detection services on all mains and reticulation pipes and service connections of all materials and diameters in accordance with the project specification.	m	R 1.74
2.3	Level 3 leak detection services on all mains and reticulation pipes and service connections of all materials and diameters in accordance with the project specification.	m	R 3.22
2.4	Level 4 leak detection services on all mains and reticulation pipes and service connections of all materials and diameters in accordance with the project specification.	m	R 3.55
2.5	Level 5 leak detection services on all mains and reticulation pipes and service connections of all materials and diameters in accordance with the project specification.	m	R 5.65
SECTION 3: REPAIR SERVICES			
3.1	Repairs of located leaking burst reticulation less than including excavation 40 - 160mm	Item	Rate (Excl. VAT)
	<i>Excavation and site clearance</i>		
3.1.1	0 to 1.5m	m ³	R 149.50
3.1.2	1.5m - 2.5m	m ³	R 408.25

	Plant:		
3.1.3	TLB with operator (Prior approval required from Client), Site Specific logbook required	Day	R 5,980.00
	Repairs:		
3.1.4	Diameter 15mm to 40mm (HDPE and Galvanized Pipework, polcorp, copper)	Item	R 250.00
3.1.5	Diameter 40mm to 63mm (HDPE and Galvanized Pipework)	Item	R 1,320.00
3.1.6	Diameter > 63mm to 160mm (Steel, uPVC and AC Pipework)	Item	R 2,340.00
3.1.7	Diameter > 160mm to 300mm (Steel, uPVC and AC Pipework)	Item	R 3,510.00
	Materials to be supplied via Msunduzi Stores, alternatively via the Non-stock Materials.		
3.1.8	Concrete Reinstatements 25MPa, Maximum thickness of 100mm	m^2	R 600.00
3.1.9	Road Reinstatements (a) Category 1 patching: repair of a road surface which occurs in the wearing course only. The depth of the excavation shall not exceed 40mm, measured from the top surface of the road	m^2	R 340.40
3.1.10	(b) Category 2 patching: repair of a road surface which occurs in the wearing course and the base course layer only. The depth of the excavation shall not exceed 200mm, measured from the top surface of the road	m^2	R 553.55
3.1.11	(c) Category 3 patching: repair of a road surface which occurs in the wearing course and base course and into the subgrade layer. The depth of the excavation is more than 201mm, measured from the top surface of the road	m^2	R 610.08

3.2	Leak detection and utility location training via the Service Provider to Municipality staff (1 x 2day course per annum) - As Coordinated by Client	Day	R 10,005.00
	Non-Stock Materials:		
3.3	To be utilized for acquiring materials and leak detection equipment to be utilized for leak repairs when not available at Municipal Stores. (Procurement of materials to be done in line with the municipal buyout clause) [Over a Three (3) year period] Claims without prior approval shall not be claimed.	Item	R 2,500,000.00
3.4	Service Provider's mark-up on Item 3.3 (10% of Item. 3.3)	%	R 250,000.00

Name of Tenderer:

Tenderer's CIDB Grading:

Full Name of Signatory:

Capacity of Signatory:

Signature:Date:

*** SCHEDULE OF QUANTITIES TABLE 2: CIDB GRADING 1 – 4CE ***			
Item Num	Description	Unit	Rate (Excl. VAT)
SECTION 1: FIXED SERVICES			
1.1	Formal Contract	Item	R 17,517.95
1.2	Insurance of Works, Damage to Persons and property	Yearly	R 3,315.45
1.3	Third Party Insurance	Yearly	R 3,315.45
1.4	Workmen's Compensation	Yearly	R 3,315.45
1.5	Initial Supply of Plant (Pump, Generator, Jackhammer, Electrical Saw, etc.) Material, Labour and Services	Yearly	R 41,745.00
1.6	Full Compliance with OH&S Act 85 of 1993	Item	R 5,980.00
1.7	Compliance with HIV/Aids Requirements	Item	R 5,980.00
1.8	Accommodation of Traffic	Yearly	R 1,992.95
SECTION 2: PROVISION OF LEAK DETECTION SERVICES			
2	Leak Detection Survey	Unit	Rate (Excl. VAT)
2.1	Level 1 leak detection services on all mains and reticulation pipes and service connections of all materials and diameters in accordance with the project specification.	m	R 0.83
2.2	Level 2 leak detection services on all mains and reticulation pipes and service connections of all materials and diameters in accordance with the project specification.	m	R 1.74

SECTION 3: REPAIR SERVICES

3.1	Repairs of located leaking burst reticulation less than including excavation 40 - 160mm	Item	Rate (Excl. VAT)
	<i>Excavation and site clearance</i>		
3.1.1	0 to 1.5m	m^3	R 149.50
3.1.2	1.5m - 2.5m	m^3	R 408.25
	Plant:		
3.1.3	TLB with operator (Prior approval required from Client), Site Specific logbook required	Day	R 5,980.00
	Repairs:		
3.1.4	Diameter 15mm to 40mm (HDPE and Galvanized Pipework, polcorp, copper)	Item	R 250.00
3.1.5	Diameter 40mm to 63mm (HDPE and Galvanized Pipework)	Item	R 1,320.00
	Materials to be supplied via Msunduzi Stores, alternatively via the Non-stock Materials.		
3.1.6	Concrete Reinstatements 25MPa, Maximum thickness of 100mm	m^2	R 600.00
3.1.7	Road Reinstatements (a) Category 1 patching: repair of a road surface which occurs in the wearing course only. The depth of the excavation shall not exceed 40mm, measured from the top surface of the road	m^2	R 340.40
3.1.8	(b) Category 2 patching: repair of a road surface which occurs in the wearing course and the base course layer only. The depth of the excavation shall not exceed 200mm, measured from the top surface of the road	m^2	R 553.55

3.1.9	(c) Category 3 patching: repair of a road surface which occurs in the wearing course and base course and into the subgrade layer. The depth of the excavation is more than 201mm, measured from the top surface of the road	<i>m²</i>	R 610.08
3.2	Leak detection and utility location training via the Service Provider to Municipality staff (1 x 2day course per annum) - As Coordinated by Client	Day	R 10,005.00
	Non- Stock Materials:		
3.3	To be utilized for acquiring materials and leak detection equipment to be utilized for leak repairs when not available at Municipal Stores. (Procurement of materials to be done in line with the municipal buyout clause) [Over a Three (3) year period] Claims without prior approval shall not be claimed.	Item	R 2,500,000.00
3.4	Service Provider's mark-up on Item 3.3 (10% of Item 3.3)	%	R 250,000.00

Name of Tenderer:

Tenderer's CIDB Grading:

Full Name of Signatory:

Capacity of Signatory:

Signature:Date:

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 16 OF 26/27

**FRAMEWORK AGREEMENT OF RATES-BASED CONTRACTORS FOR THE PROVISION FOR
RATES BASED LEAK DETECTION AND REPAIR SERVICE PROVIDERS WITHIN THE
MSUNDUZI MUNICIPAL AREA OF SUPPLY. THE FRAMEWORK AGREEMENT SHALL BE
SPLIT BETWEEN A MAXIMUM OF 2 SERVICE PROVIDERS WITH A CIDB GRADING 1-4CE
AND A MAXIMUM OF 3 SERVICE PROVIDERS WITH A CIDB GRADING 5CE OR HIGHER**

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	SCM 16 OF 26/27	CLOSING DATE:	20 OCTOBER 2026	CLOSING TIME:	12H00
DESCRIPTION	FRAMEWORK AGREEMENT OF RATES-BASED CONTRACTORS FOR THE PROVISION FOR RATES BASED LEAK DETECTION AND REPAIR SERVICE PROVIDERS WITHIN THE MSUNDUZI MUNICIPAL AREA OF SUPPLY. THE FRAMEWORK AGREEMENT SHALL BE SPLIT BETWEEN A MAXIMUM OF 2 SERVICE PROVIDERS WITH A CIDB GRADING 1-4CE AND A MAXIMUM OF 3 SERVICE PROVIDERS WITH A CIDB GRADING 5CE OR HIGHER				
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	SPECIFIED RATES
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	SUPPLY CHAIN MANAGEMENT	DEPARTMENT	WATER AND SANITATION
CONTACT PERSON	VINAY MOHANLAL	CONTACT PERSON	SHAYLIN J. NELSON
TELEPHONE NUMBER	033 – 392 2852	TELEPHONE NUMBER	
CELLPHONE NUMBER		CELLPHONE NUMBER	081 244 0049
E-MAIL ADDRESS: vinay.mohanlal@msunduzi.gov.za		E-MAIL ADDRESS: shaylin.nelson@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										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> 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.	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
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									

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. SCM 16 OF 26/27

**FRAMEWORK AGREEMENT OF RATES–BASED CONTRACTORS FOR THE PROVISION FOR
RATES BASED LEAK DETECTION AND REPAIR SERVICE PROVIDERS WITHIN THE
MSUNDUZI MUNICIPAL AREA OF SUPPLY. THE FRAMEWORK AGREEMENT SHALL BE
SPLIT BETWEEN A MAXIMUM OF 2 SERVICE PROVIDERS WITH A CIDB GRADING 1–4CE
AND A MAXIMUM OF 3 SERVICE PROVIDERS WITH A CIDB GRADING 5CE OR HIGHER**

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

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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 Provider 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

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DATA SHEET 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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 shareholder²):

.....

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.

.....

¹MSCM 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**

3.10.1 If 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. SCM 16 OF 26/27

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**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 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 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 <i>audi alteram partem</i> 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. SCM 16 OF 26/27

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DATA SHEET 6: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ 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 supply chain management policy must provide measures for the combating of abuse of the 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 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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. SCM 16 OF 26/27

**FRAMEWORK AGREEMENT OF RATES-BASED CONTRACTORS FOR THE PROVISION FOR
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MSUNDUZI MUNICIPAL AREA OF SUPPLY. THE FRAMEWORK AGREEMENT SHALL BE
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**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 Provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

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

- 2.2 If yes, provide particulars.

.....
.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

- 3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

- 4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

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DATA SHEET 8: TENDER BRIEFING MEETING CERTIFICATE

As required in terms of this document, I/we attended the compulsory Tender Briefing Meeting on the date specified below.

I/We carefully examined the contract document and have made myself/ourselves fully conversant with all the circumstances likely to influence this contract.

I/We further certify that I am/we are satisfied with the description of the Works and the explanation given by the Project Champion or his/her representative at the Tender Briefing Meeting, and that I/we perfectly understand the work to be done, as specified and implied, in the execution of the contract.

NAME OF SERVICE PROVIDER : _____

NAME OF SIGNATORY : _____

ADDRESS : _____

TENDER BRIEFING MEETING CERTIFICATE

This certifies that _____(Name)

Representing _____(Firm)

Attended the Tender Briefing Meeting for this contract on

_____(Date)

SIGNED: _____
Project Champion

THE MSUNDUZI MUNICIPALITY

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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 specified rates (excluding VAT) on the Schedule of Quantities herein.

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 Senior Manager: 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.....

THE MSUNDUZI MUNICIPALITY**CONTRACT No. SCM 16 OF 26/27**

FRAMEWORK AGREEMENT OF RATES-BASED CONTRACTORS FOR THE PROVISION FOR RATES BASED LEAK DETECTION AND REPAIR SERVICE PROVIDERS WITHIN THE MSUNDUZI MUNICIPAL AREA OF SUPPLY. THE FRAMEWORK AGREEMENT SHALL BE SPLIT BETWEEN A MAXIMUM OF 2 SERVICE PROVIDERS WITH A CIDB GRADING 1-4CE AND A MAXIMUM OF 3 SERVICE PROVIDERS WITH A CIDB GRADING 5CE OR HIGHER

ALTERATIONS BY SERVICE PROVIDER

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.....

THE MSUNDUZI MUNICIPALITY**CONTRACT No. SCM 16 OF 26/27****FRAMEWORK AGREEMENT OF RATES-BASED CONTRACTORS FOR THE PROVISION FOR RATES BASED LEAK DETECTION AND REPAIR SERVICE PROVIDERS WITHIN THE MSUNDUZI MUNICIPAL AREA OF SUPPLY. THE FRAMEWORK AGREEMENT SHALL BE SPLIT BETWEEN A MAXIMUM OF 2 SERVICE PROVIDERS WITH A CIDB GRADING 1-4CE AND A MAXIMUM OF 3 SERVICE PROVIDERS WITH A CIDB GRADING 5CE OR HIGHER****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.

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 Provider, 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 Provider 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	
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

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	
$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$	

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	
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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***

YES		NO	
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box)

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 least 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 Provider
- ☐ 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.....

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MSUNDUZI MUNICIPAL AREA OF SUPPLY. THE FRAMEWORK AGREEMENT SHALL BE
SPLIT BETWEEN A MAXIMUM OF 2 SERVICE PROVIDERS WITH A CIDB GRADING 1–4CE
AND A MAXIMUM OF 3 SERVICE PROVIDERS WITH A CIDB GRADING 5CE OR HIGHER**

TAX COMPLIANCE STATUS VERIFICATION PIN

Please attach hereto the Tax Compliance Status
Verification Pin.

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CIPC REGISTRATION CERTIFICATE

Please attach hereto the CIPC Registration Certificate.

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CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT

Please attach hereto a Full CSD Report. A Full Report may be required for adjudication purposes.

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CIDB REGISTRATION CERTIFICATE

Please attach hereto a copy of the CIDB Registration
Certificate

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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 PROVIDER:

Name of Service Provider

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 Provider's failure to comply with this condition.