UMZINYATHI DISTRICT MUNICIPALITY

T2027-18

SPECIFICATION AND BID DOCUMENT FOR T2027-18 SUPPLY AND DELIVERY OF VARIOUS CHEMICALS TO VARIOUS WATER AND WASTEWATER TREATMENT WORKS FOR THE PERIOD OF THREE (03) YEARS – NORTHERN SITES

CLOSING DATE: **11 DECEMBER 2026**

CLOSING TIME: **12H00 PM**

NAME OF BIDDER: .....

POSTAL ADDRESS: .....

.....

.....

TELEPHONE NUMBER: .....

FAX NUMBER: .....

E- MAIL ADRESS: .....

ADVERTISEMENT

The uMzinyathi District Municipality hereby invites suitable, qualified and professional service providers for the above mentioned tender.

TENDER NUMBER	PROJECT NAME	EVALUATION CRITERIA	CLOSING DATE & TIME
T2027-18	**SUPPLY AND DELIVERY OF VARIOUS CHEMICALS TO VARIOUS WATER AND WASTEWATER TREATMENT WORKS FOR THE PERIOD OF THREE (03) YEARS – NORTHERN SITES**	Functionality (refer to the table)	11 December 2026 at 12H00pm

Tender documents will be available as from **11 November 2026**, **Wednesday** on **e-tender portal: www.etenders.gov.za** and **Municipal website: www.umzinyathi.gov.za**. A compulsory briefing session and site visit will be held on **Thursday**, **19 November 2026** at **11H00**, at **uMzinyathi District Municipality Offices** in **Dundee**.

The completed tender documents complying with all conditions of the tender must be enclosed in a sealed envelope and clearly marked with the relevant **"BID NUMBER"** must be deposited in the official tender box located at the reception area, Princess Magogo Building, 39 Victoria Street, Dundee 3000, no later than closing date **11 December 2026, Friday, at 12H00** which will be followed by an opening**.** Late bids or bids received by way of post, facsimile or e-mail will, under no circumstances be considered.

Tenders will be evaluated on the Functionality Criteria as specified in the tender documents and thereafter bidders who score a minimum required number of points will be further evaluated using the 80/20 Preferential Point System as prescribed in the Council Supply Chain Management Policy. Only bidders who score **70 points** on functionality criteria will qualify for the second stage of evaluation.

The following **Functionality Evaluation Criteria** will be applicable:

Evaluation Criteria	Maximum Allocated Points
Company Experience - Appointment letters or purchase orders and reference letters stamped and signed from where the work was performed	30
Water Quality Trial Results - Jar test results done by independent competent person. (Scientist, process or accredited laboratory).	30
Certification - NSF certificate and ISO 9001:2015	40
Total	**100**

uMzinyathi District Municipality is not obliged to appoint the lowest bid and further reserves the right not to proceed herein and further reserves the right not to accept any bid or part thereof. Tenders submitted are to be valid for a period of 120 days from the closing date for submissions of tenders.

Tender documents sent via Courier services must be deposited in the tender box and not be handed to an employee of uMzinyathi District Municipality.

Technical Enquires can be directed to **Deputy Director Technical Services: Mr. Thulani Mabika** on **Tel: 034 219 1500**, email address: **mabikat@umzinyathi.gov.za** during office hours. Supply Chain Management related enquiries can be directed to **Mr. Kwanda Ngubane Tel: 034 219 1500**, email address: kwanda@umzinyathi.gov.za.

MR MV NTANZI

MUNICIPAL MANAGER

SPECIAL CONDITIONS OF BID

1. The closing date and time for submission of bids is as indicated in the notice calling for bids.
2. No bid received after the closing date will be considered.

   Sealed bids, clearly marked "**T2027-18 SUPPLY AND DELIVERY OF VARIOUS CHEMICALS TO VARIOUS WATER AND WASTEWATER TREATMENT WORKS FOR THE PERIOD OF THREE (03) YEARS – NORTHERN SITES** must be placed in the tender box situated in the foyer of the Princess Magogo Building, 39 Victoria Street, Dundee, not later than **11 December 2026, Friday, at 12H00.**
3. Bids must remain valid for a period of 120 days from closing date for submission of bids.
4. Bids shall be adjudicated in terms of the Supply Chain Management Policy of uMzinyathi District Municipality.
5. The acceptance of a bid shall be subject to the approval of the Bid Adjudication Committee, without which approval no contract shall be entered into.
6. The point allocation used for the adjudication of this bid is provided on MBD 6.1. This form must be duly completed and signed by the authorized person for preferential points to be allowed.
7. No bid shall be considered, unless it is submitted on the attached bidding documents.
8. Failure to complete the forms in every aspect as requested may invalidate the bid.
9. No bids submitted by telefax, telex, telegram or electronic mail will be considered.
10. All prices must be in South African currency.
11. Please note, Bidders are to familiarize themselves with the conditions of payment as laid down in point 16.3 of the General Conditions of Contract.
12. Bidders will not be informed whether they have been successful, but the name of the successful bidder will be published on the municipal website.

GENERAL CONDITIONS OF CONTRACT

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1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
1.20 “Project site,” where applicable, means the place indicated in bidding documents.
1.21 “Purchaser” means the organization purchasing the goods.
1.22 “Republic” means the Republic of South Africa.
1.23 “SCC” means the Special Conditions of Contract.
1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
1.26 “Tort” means in breach of contract.
1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
1.28.1 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
3.2 Invitations to bid are usually published in locally distributed news media and on the municipal website.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed

person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.1 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.2 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services,

the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for

any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first- mentioned person, is or was in the
opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct

such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SPECIFICATION OF GOODS OR SERVICES REQUIRED:

SCOPE OF WORK

C3.1 DESCRIPTION OF THE GOODS

The goods comprise chemicals for use in treating water and wastewater.

The following chemicals have been identified although the *Client* may instruct the *Supplier* to quote on the supply of other chemicals as provided for in the contract:

- Polyelectrolyte – The type of polyelectrolyte to be used may depend on the results of the trials and which *Supplier* is appointed.
- Sodium hypochlorite;
- Lime;
- Chloride of lime
- HTH tablets;
- HTH powder;
- Chlorine gas – although not currently in use within the UDM, plans are afoot to make use of this chemical.
- DPD No.1 Tablets (free chlorine test)

C3.2 PROCUREMENT STRATEGY

C3.2.1 Batch Order Process

The *Client's* representative will place Batch Orders for materials for the various plants on an "as and when" basis. The *Client* will endeavour to ensure that Batch Orders are structured in an economically feasible manner. It will however be incumbent on the *Supplier* to co-operate with the *Client* in meeting this objective.

C.3.2.2Intentions of the *Client* before Completion

The *Supplier* must supply a material safety data sheet (MSDS) for each type of chemical that is supplied.

The *Supplier* will also be expected to make routine visits to the various plants to monitor the plant results and to ensure that the products are being optimally utilised. The frequency of such visits will depend on operating conditions but should generally not be at an interval greater than 8 weeks. Failure to comply with this requirement will be deemed to be adequate reason to terminate the contract and to recover from the *Supplier* the estimated additional cost in completing the supply of the goods.

C.3.2.3Particulars to be Included on the *Supplier's* Tax Invoice

The *Supplier*'s tax invoice shall include the following information:

- VAT number;
- Banking details;

- Batch order reference number;
- Date of receipt of Batch Order;
- Proof of receipt by the *Client*; and
- Date of delivery.

C3.3 SERVICES, EQUIPMENT, MATERIALS AND OTHER THINGS SUPPLIED BY THE *CLIENT*

C3.3.1 Services and Equipment

The *Client* will not provide any services or equipment. Everything needed for the safe and timely supply of the goods will be the responsibility of the *Supplier*.

C3.3.2 Materials and Other Things

There are no "free issue" materials or other things which the *Client* will supply.

C3.3.3 Arrangements for Delivery, Receipt and Off-Loading

The goods are to be delivered to the sites where they are required. A list of all of the sites where chemicals are required is provided in the schedule overleaf. All goods must be signed for by the *Client's* representative, as proof of receipt, at the location where the goods are delivered. The *Supplier* must ensure that the *Client* is kept informed on the anticipated date and time of a particular delivery which may not take place outside of normal working hours unless agreed with the *Client*. Normal working hours shall be 07h30 – 16h00, Monday to Friday and exclude any public holidays.

Scheme / Works	WTW	WWTW	Local Municipality
Qhudeni WTW	√		Nquthu LM
Isandlwana WTW	√		Nquthu LM
Nondweni WTW	√		Nquthu LM
Nquthu/Vants Drift WTW	√		Nquthu LM
Terminal Reservoir	√		Nquthu LM
Nquthu WWTW		√	Nquthu LM
Dundee WWTW		√	Endumeni LM
Kwa Sithole WTW	√		Endumeni LM

C3.4 PROGRAMME AND PLANNING

The demand for the supply of goods will depend on usage. It is nevertheless anticipated that orders will be placed at fairly regular intervals of between a month and two months although this could vary.

The *Supplier* must co-ordinate the planning of deliveries in consultation with the *Client*.

All deliveries are required to be made within 14 days of receipt of the Batch Order by the *Supplier.* Failure to comply with this requirement will result in the imposition of a R5000 rand penalty per calendar day that the materials arrive late unless any such delay can be adequately motivated by the *Supplier* agreed otherwise by the *Client.*

C3.5 SPECIFICATIONS

The goods are to be supplied, transported, packaged and labelled in accordance with the provisions of the OHS Act, the National Road Traffic Act and any other applicable legislation.

All goods are to be manufactured in an ISO 9002 certified facility and shall have NGF approval certificates.

Each chemical product shall be provided with a material safety data sheet (MSDS).

The *Supplier* shall provide an Environmental Management Plan and a Health and Safety Plan which must be acceptable to the *Client* failing which the Supplier shall make such amendments to these plans to comply with the *Client's* concerns.

These plans shall take address the implications which any incident consequent to the supply and delivery of the Goods may have on either the environment or on the health and safety of any persons involved in such an incident. The *Supplier* is alerted to the following possible risks:

- Risks associated with the transport of hazardous materials;
- Road accident;
- Material spillages;
- Falling drums;
- Burns etc.

The *Supplier's* plans must make specific mention on emergency procedures (evacuation, hospital destination etc etc) in the event of an accident and name contact persons with contact details who can be contacted to assist and deal with the situation.

The *Client* may also request the *Supplier* to provide signage for use at the various treatment works. If requested, the *Supplier* will quote to supply same.

The rates in the Price List are to include for all costs to comply with all legislation applicable to the supply, packaging, transporting and handling of the chemicals from source until receipt is accepted by the *Client*.

In view of the significant fluctuations that can occur in the exchange rate of the rand and in the oil price, on which certain components of these materials are dependant, provision has been made for the rates to be reviewed every 6 months and to be adjusted in accordance with a formula to be agreed with the *Supplier* and based on the information tendered on the cost analysis sheets contained in the annexures.

No price variation will however be applicable to the preliminary and general rates irrespective of when the award is made.

C3.6 SITE INFORMATION

The following bulk storage is available:

- Nquthu/Vant's Drift WTW (Polymer) ..... : 20t
- Nquthu/Vant's Drift WTW (Sodium Hypo) ..... : 30t

1. SPECIAL CONDITIONS:

1.1 The treatment chemicals must be NSF/ANSI 60 certified.

1.2 The Bill of Quantity is for three (years). The contractor shall price all three years.

1.3 Quantities are provisional and re-measurable.

1.4 Year 2 and year 3 rates shall include for all increases in labour (Bargaining council), fuel and materials. No additional claims will be considered.

1.5 The municipality reserves the right to award year 1 only or all three years subject to the budget and performance.

PRICES:

Prices will be fixed as per tendered rate.

ANNEXTURE A: PRODUCT INFORMATION

Tenderers are to provide the following information regarding the products they propose to use at the plants sampled:

VANT'S DRIFT WATER TREATMENT WORKS

POLYELECTROLYTES

TABLE 1: TENDERED APPLICATION RATE TO ACHIEVE UNFILTERED/ CLARIFIED NTU < 5 AND FILTERED NTU < 1

Product Name/Code	Application Rate (ppm)	Average SG	Application Rate (mg/l)	Unit Cost (R/kg)	Treatment Cost (R/Ml)

TABLE 2: JAR TEST PARAMETERS (*TENDER*)

Time (min)		
Rapid	**Slow**	**Settlement**
@ rpm	@ rpm	

Tenderers are to append a graph of their product performance (*NTU versus ppm*). Tenderers must also submit a 500ml sample of their product for check testing.

TABLE 3: SUGGESTED OPTIMAL APPLICATION RATE FOR BEST RESULTS

Product Name/Code	Application Rate (ppm)	Average SG	Application Rate (mg/l)

Tenderers are to append a graph of their product performance (*NTU versus ppm*). Tenderers must also submit a 500ml sample of their product for check testing.

TABLE 3: SUGGESTED OPTIMAL APPLICATION RATE FOR BEST RESULTS

Product Name/Code	Application Rate (ppm)	Average SG	Application Rate (mg/l)

OTHER CHEMICALS

TABLE 4: CHEMICAL PROPERTIES

Name	Trade Name	% Active Ingredient
Sodium hypochlorite		

Aluminium sulphate		
HTH		
Lime		
Chloride of lime		
Chlorine gas		

Tenderer's are to attach specification sheets for each material listed in Table 4 above.

TENDERER'S ARE TO ATTACH PROOF HERETO THAT THE PRODUCTS TO BE SUPPLIED ARE MADE IN AN ISO REGISTERED FACILITY AND THAT THEY ARE NSF APPROVED FOR USE IN PRODUCING POTABLE WATER. FAILURE TO DO SO WILL RENDER THE TENDER BEING NON-RESPONSIVE.

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

3. EVALUATION OF TENDER

Compulsory Returnable Documentation

Compulsory documents to be submitted:

- MBD 1: Invitation to Tender (must be completed and signed)
- MBD 3.1: Pricing Schedule must be completed and stamped (company stamp)
- MBD 4: Declaration of Interest (Companies Involved in as 0per CSD Report must be listed on 3.14)
- MBD 5: Declaration for procurement above R10 million (all applicable taxes included)
- MBD 6.1: Preferential Points system
- MBD 8: Declaration of past Supply Chain Management Practice
- MBD 9: Certificate of Independent Bid
- Proof of company registration with CIPC or copy of Identity document if it is Sole Proprietor
- Original certified copies of owners identity document (Not older than six months)
- Recent copy of the **municipal account** (rates and taxes or municipal services) **in the name of the bidder** not owing municipal services for more than 90 days or **proof of residence** in the name of the **bidder** accompanied by **affidavit** certified by commissioner of oath stated that the bidder reside in the area where rates and taxes or municipal services are not paid or **lease agreement** in the name of the **bidder** stated that the bidder is not responsible for rates and taxes or municipal services) ,
- Recent copy of the **municipal account** (rates and taxes or municipal services) **in the name of the director/s** of the company bidding for a contract not owing municipal services for more than 90 days or **proof of residence** in the name of the **director/s** of the company accompanied by **affidavit** certified by commissioner of oath stated that the director/s reside in the area where rates and taxes or municipal services are not paid or **lease agreement** in the name of the bidder stated that the **director/s** of the company is/are not responsible for rates and taxes or municipal services)

VERY IMPORTANT:
IF ANY OF THE ABOVEMENTIONED DOCUMENTS ARE NOT SUBMITTED OR COMPLETED IN THEIR ENTIRETY, THE BIDDER WILL BE DEEMED TO BE NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR THE FUNCTIONALITY STAGE.

Additional document

- Full CSD Report

EVALUATION OF TENDER

The tender will be adjusted into two stages of which the first stage will be functionality, and the second stage will be returnable documents. Each bidder must score **70 points** will be shortlisted.

Key Criteria Aspect	Basis for Points allocation	Score	Max Score	Verification Method
1. Company Experience	Extensive 10 years or more core business experience in water treatment and the supply of chemicals.	30	30	Appointment letters or purchase orders and reference letters stamped and signed from where the work was performed
	Extensive 8-9 years core business experience in water treatment and the supply of chemicals.	Yes = 25		
	Extensive 6-7 years minimum core business experience in water treatment and the supply of chemicals. Attach letter of appointments and traceable references.	Yes = 20		
	Extensive 5 – 6 years core business experience in water treatment and the supply of chemicals.	Yes = 15		
	Extensive more than 3-4 years core business experience in water treatment and the supply of chemicals.	Yes = 10		
2. **WATER QUALITY TRIAL RESULTS**	Unfiltered NTU < 5 and filtered NTU < 1	Requirement to prevent disqualification (30)	30	Jar test results done by independent competent person. (Scientist, process or accredited laboratory).
	Unfiltered NTU > 5 and filtered NTU > 1	Unfiltered NTU>5 Clarified NTU>1 (Disqualified)		
3.**Cerfification**	NSF Certified Drinking Water Treatment Chemicals. The tendering company (if not a manufacturer) must submit a letter of intent from the manufacturer indicating support for this tender regarding the supply of the product.	Yes = 30, No = 0	40	NSF certificate and ISO 9001:2015
	ISO 9001:2015 Certification	Yes = 10, No = 0		

TECHNICAL PROPOSAL

Tenders will, as part of the site clarification meeting procedure, be required to visit the Nquthu/Vant's Drift Water Treatment Plant (WTW) in the company of the *Client's* representative and to take raw water samples for jar testing at their own facility. The independent specialist may undertake independent check tests on behalf of the *Purchaser* and will also take samples of the raw water to ascertain the NTU values and for checking product performance as indicated below. Tenderers will be required to have the inspection certificate (refer Annexure A) signed by the *Client's* representative at each site.

Only Tenderers who achieve an unfiltered NTU < 5 and a filtered/clarified NTU < 1 will be considered. Those that don't will be disqualified. Tenderers are also to indicate in Annexure A what products they intend using, the suggested application rate and the cost thereof in the format given.

A 500ml sample of the product with certificate of analysis NSF limits for dosages is to be submitted with the tender and independent specialist will conduct further jar tests on the samples to verify the results. The cost per Ml that will be used to evaluate the tenders in terms of Envelope 1 will be based on the results of the jar tests done by independent specialist on raw water samples taken once the tenders close and the tendered application rates for the respective products as contained in Annexure A.

Tenderers who therefore fail to provide the information as stated herein and in the requisite format given in Annexure A will be disqualified.

The Polyelectrolyte samples are to be delivered in suitably marked containers bearing the product name, tender number and name of tenderer to be delivered with the Tender document.

The tender documents are to be delivered to the tender box as noted above.

It is also a requirement that tenderers can demonstrate that they have extensive (min 3 years) core business experience in water treatment and the supply of chemicals, therefore.

All costs in preparing this first stage of the technical proposal (excluding independent specialist's costs) will be for the Tenderer's account.

The three tenders that comply with the tender conditions in all respects and offer the most cost effective, unit treatment cost may be invited to participate in the second stage of the technical evaluation namely the plant evaluation phase for which the product used will be paid at the rate tendered in their FINANCIAL offer.

Only bidders who score 70 points on functionality criteria will qualify for the second stage of evaluation.

Preference Point System 80/20

No.	DESCRIPTION	POINTS
1	Price	80
2	Specific Goal	20
	TOTAL	**100**

MBD1 PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMZINYATHI DISTRICT MUNICIPALITY					
BID NUMBER:	**T2027-18**	CLOSING DATE:	**11 December 2026**	CLOSING TIME:	**12H00**
DESCRIPTION	**SUPPLY AND DELIVERY OF VARIOUS CHEMICALS TO VARIOUS WATER AND WASTEWATER TREATMENT WORKS FOR THE PERIOD OF THREE (03) YEARS – NORTHERN SITES**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS

PRINCESS MAGOGO BUILDING **39 VICTORIA STREET** **DUNDEE** **3000**

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	**SCM UNIT**	CONTACT PERSON	**Deputy Director Technical Services: Mr. Thulani Mabika**
CONTACT PERSON	**SCM UNIT**	TELEPHONE NUMBER	**034 219 1500**
TELEPHONE NUMBER	**0342191500/1549**	FACSIMILE NUMBER	**0342181940**
FACSIMILE NUMBER	**0342181940**	E-MAIL ADDRESS	**mabikat@umzinyathi.gov.za**
E-MAIL ADDRESS	**umzinyathiscm@umzinyathi.gov.za**		

PART B
TERMS AND CONDITIONS FOR BIDDING

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) OR ONLINE**

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……..

3.1

PRICING SCHEDULE – FIRM PRICES

DESCRIPTION	QUANTITY	AMOUNT
Year 1		
Year 2		
Year 3		
COMPANY STAMP		
	SUB-TOTAL	
	VAT (15%)	
	TOTAL	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

CONDITIONS OF TENDER

- Price(s) quoted must be valid for at least ninety (120) days from date of offer for evaluation purposes.
- Price(s) quoted must be firm and include VAT
- Tenderers original valid tax clearance certificate must be attached.
- Tender Full CSD Report must be attached to the document
- Tender documents signed by a person who does not have authority to sign will be disqualified.
- Tenderers who did not complete the compulsory questionnaire, who abuse the employer's supply chain management system will not be conceded
- Non-collusion affidavit to be executed by bidder and submitted with the bid.

SUPPLY AND DELIVERY OF TREATMENT CHEMICALS - NORTHERN SITES						
ITEM NO.	**DESCRIPTION**	**PACKAGE**	**UNIT**	**QTY**	**RATE (R)**	**AMOUNT**
1	**VANTS DRIFT WTW**					
1.1	Sodium Hypo Chlorite	Bulk	kg	64800		
1.2	Polymer - High Turbidity	Bulk	kg	72000		
1.3	Polymer - Low Turbidity	Bulk	kg	120000		
1.4	Granular Hth		kg	9000		
1.5	DPD No. 1 Tablet	250 or 100 tablets	No	4800		
2	**NONDWENI WTW**					
2.1	Sodium Hypo Chlorite	Polycans	kg	42000		
2.2	Polymer - High Turbidity	Polycans	kg	9600		
2.3	Polymer - Low Turbidity	Polycans	kg	6600		
2.4	Granular Hth	25kg Bucket	kg	1440		
2.5	DPD No. 1 Tablet	250 or 100 tablets	No	3600		
3	**ISANDLWANA WTW**					
3.1	Sodium Hypo Chlorite	Polycans	kg	7920		
3.2	Polymer - High Turbidity	Polycans	kg	9600		
3.3	Polymer - Low Turbidity	Polycans	kg	5400		
3.4	Granular Hth	25kg Bucket	kg	300		
3.5	DPD No. 1 Tablet	250 or 100 tablets	No	4800		

BALANCE CARRIED FORWARD						
BALANCE BROUGHT FORWARD						
4	**QHUDENI WTW**					
4.1	Sodium Hypo Chlorite	Polycans	kg	7560		
4.2	Polymer - High Turbidity	Polycans	kg	9600		
4.3	Polymer - Low Turbidity	Polycans	kg	5400		
4.4	Granular Hth	25kg Bucket	kg	1200		
4.5	DPD No. 1 Tablet	250 or 100 tablets	No	3600		
5	**TERMINAL RESERVOIR**					
5.1	Sodium Hypochlorite	Bulk	kg	25800		
5.2	DPD No. 1 Tablet	250 or 100 tablets	No	4800		
6	**KWA STHOLE WATER SCHEME**					
6.1	Sodium Hypo Chlorite	Polycans	kg	720		
6.2	DPD No. 1 Tablet	250 or 100 tablets	No	4800		
7	**NQUTHU WWTW**					
7.1	Granular Hth	25kg Bucket	kg	1200		
7.2	Hth Tablets	25kg Bucket		3000		
7.3	DPD No. 1 Tablet	250 or 100 tablets	No	4800		
8	**DUNDEE WWTW**					
8.1	Hth Tablets	25kg Bucket		3000		
8.2	Chlorine Gas	1 TON TANK	kg	7200		
8.3	DPD No. 1 Tablet	250 or 100 tablets	No	4800		

9	**RUDIMENTARY SCHEMES**					
BALANCE CARRIED FORWARD						
BALANCE BROUGHT FORWARD						
9.1	Hth Floaters	1.5kg	kg	720		
10	**SEWER MAINTENANCE TEAM**					
10.1	Chloride Of Lime	20kg Bag	kg	1920		
11	**Contractual Requirements & Technical Support**					
11.1	Process and Technical support over 3 years.	N/A	Sum	1	1	R 2 000 000.00
TOTAL CARRIED FORWARD TO SUMMARY						

SUMMARY					
A	**Year 1**				
B	**Year 2**	Rate increase	%		
		Addusted Sum (year1 plus increase)	R		
C	**Year 3**	Rate increase	%		
		Addusted Sum (year2 plus increase)	R		
Total (Year 1 + 2 + 3)		**Sum**	**R**		
Total (A+B+C)					
Add 15% VAT					
Total					

Note: Quantities may vary depending on use. Therefore, specified quantities will be used for evaluation purpose.

MBD4

DECLARATION OF INTEREST

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

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their positioning 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, hareholder[2]):……..

3.4 Company Registration Number: …….

3.5 Tax Reference Number:……..……

3.6 VAT Registration Number: ……

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

3.8 Are you or any Directors/trustees/shareholders/ members presently in the service of the state? **YES / NO**

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

……

[1]MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

² 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**	**Are you employed by National/ Provincial/ Local Government? YES/NO**	**If YES, please give details**

5. I duly confirm that the above information is correct until otherwise advised in writing AND the company undertakes to immediately, in writing on same day of appointment, advise the Municipality immediately if any of its directors/trustees/ members/shareholders assumes appointment as an employee in national, provincial and/or local government AND the company will deregister from the Municipality Supplier Database and cease forthwith from doing business with the Municipality AND the company shall be subject to a penalty of forfeiting all payments for services rendered or products delivered or installed if it fails to immediately disclose in writing the employment of any of its directors/trustees/ members/shareholders in national, provincial and/or local government.

…….. ……..
Signature **Date**

…….. ……
Capacity **Name of Bidder**

MBD 5

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

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

1 Are you by law required to prepare annual financial statements for auditing?

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?

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.

……

……

……

……..

* Delete if not applicable

*YES / NO

*YES / NO

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?

3.1 If yes, furnish particulars

……

……

*YES / NO

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

MBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Verification documents
Enterprises that are 100% black owned	15		• CIPC Registration documents or • Detailed CSD or • Copy of RSA identity documents for the director(s)
Enterprises owned by 50% black women	5		• CIPC Registration documents or • Detailed CSD Or • Copy of RSA identity documents for the director(s)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation

- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: …….
DATE: ……

ADDRESS: ……

……

……

……

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)…… in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

WITNESSES

1 …….

2 …….

DATE: ……..

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……. in my capacity as……...……
accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT …… ON ……..

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 …..…….

2 …..…….

DATE: ……..

MBD 8

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
b.
c. in relation to such system;
d. been convicted for fraud or corruption during the past five years;
e. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
f. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
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 (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

..... **.....**

Signature **Date**

..... **.....**

Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition 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.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

[3] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

…….. ……..

Signature Date

…….. ……

Position Name of Bidder