



**-KING CETSHWAYO DISTRICT MUNICIPALITY
TENDER DOCUMENT**

REFERENCE: KCDM/27/2023

**TENDER FOR THE SUPPLY, DELIVERY AND OFFLOADING OF POLYMERIC
COAGULANT WITHIN KING CETSHWAYO DISTRICT MUNICIPALITY'S WATER
PURIFICATION PLANTS FOR THE**

PERIOD ENDING JUNE 2027

STAGE 1: COMPLIANCE & FUNCTIONALITY

(To be submitted in a Separate Sealed Envelope from Stage 2)

CLOSING DATE: TUESDAY, 18 JUNE 2024 AT 12H00

COMPULSORY TENDER MEETING: THURSDAY, 30 MAY 2024 AT 10H00

**Documents to be addressed to the Municipal Manager and deposited in Council's
quote box situated at the foyer of the offices of the Prince Mangosuthu Buthelezi
House, Corner of Kruger Rand and Barbados Bay Road, CBD, Richards Bay**

SERVICE PROVIDER'S DETAILS

Name of Service Provider:	
Central data base supplier number	
KCDM Database Number	
Contact Person:	
E-mail Address:	
Telephone Number:	()Code
Fax Number:	()Code
Physical Address:	
Postal Address:	



**KING CETSHWAYO DISTRICT MUNICIPALITY
TENDER**

REFERENCE: KCDM/27/2023

**TENDER FOR THE SUPPLY, DELIVERY AND OFFLOADING OF POLYMERIC COAGULANT WITHIN
KING CETSHWAYO DISTRICT MUNICIPALITY'S WATER PURIFICATION PLANTS FOR THE PERIOD
ENDING JUNE 2027**

STAGE 1: COMPLIANCE & FUNCTIONALITY

King Cetshwayo District Municipality (KCDM) invites tenderers from service providers registered with Central Suppliers Database for the tender of supply, delivery and offloading of polymeric coagulant within KCDM water purification plants for the period ending June 2027.

Interested parties must download & print the bid document from www.etenders.gov.za or www.kingcetshwayo.gov.za. If the tenderers are unable to download the tender document, a fee per page will be charged and payable at the Cashiers Office on collection.

Prospective service providers are required to ensure full completion and correctness of information when responding to MBD 4 and all other required declarations in the document. The municipality reserves the right to validate the correctness of the declarations through various databases inclusive of the Central Supplier Database (CSD). Failure to fully complete and/or provision of incorrect information in the declaration will be regarded by the employer as a non-responsive tender.

Any tender submitted by a person(s) who is in the service of the state or if that person(s) is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state or who is an advisor or consultant contracted with the Municipality shall not be considered in terms of regulation 44 of the Municipal Supply Chain Regulations.

A Compulsory tender meeting will be held on **Thursday, 30 May 2024 at 10:00 @ KCDM Pay-Hall** Prince Mangosuthu Buthelezi House, Corner of Krugerrand & Barbados Bay Road, CBD, Richards Bay. Prospective tenderer's that do not attend the meeting will be disqualified.

This tender will be evaluated on a 80/20 preferential points system. Should you wish to claim any preference points please ensure that you submit an original or certified copy of your companies' B-BBEE Status level verification certificates with the tender document.

"King Cetshwayo District Municipality will strive to achieve the specific goals in line with the PPPFA regulations 2022 and the RDP. "

		<R50 Million
NO.	Categories	80 20
1	EME or QSE which is at least 100% owned by black people	10
2	BBBEE Level 1	10
	Total	20

Completed tenders in sealed envelopes bearing the tender number must be deposited in the Municipality's tender box in the foyer of Prince Mangosuthu Buthelezi House, Corner of Krugerrand & Barbados Bay Road, CBD, Richards Bay on or before **12h00 on Tuesday, 18 June 2024** . It must be noted that tenders will not be opened in public, however the opening list will be published on KCDM's website. Tenders received after the due date and time will not be considered.

Please **NOTE** that this tender will be evaluated on functionality and price and any tenderer who scores less than 70 percent, in respect of "functionality" will be regarded as submitting a non-responsive tender and will be disqualified.

All Tenders received will be pre - evaluated by a panel on a basis of functionality comprising the items listed in the following table. For purposes of comparison and in order to ensure a meaningful evaluation bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria listed in the table below.

NB: Bidders that score less than 70 % of the allocated total points for functionality will be disqualified.

ITEM	TOTAL POINTS (CAPPED)
Quality Certification	20
Environmental Management System	15
Occupational Health & Safety	10
Emergency Response Plan	10
Previous & Current Contracts and Reference Letters	10
Experience of teams CV & Qualifications	10
Assurance of Supply	15
Location of Storage Facilities	10
TOTAL	100
PERCENTAGE	100%

It will be the tenderer's responsibility to check the document on receipt for completeness and to notify the employer of any discrepancies or omissions. It is the tenderer's responsibility to provide all the data and information requested in the form required, failure to do so may be regarded by the employer as a non-responsive tender. Submissions may only be done on documentation supplied by the Municipality.

All communication between the employer and the tenderer shall be in a form that can be read, copied and recorded. All writing shall be in the English Language. The employer shall not take any responsibility for non-receipt of communications from a tenderer.

All Technical enquiries must be directed to Mr. Silver Ngwenya at Tel. 035-799 2521 or Ms. Phindiwe Hlalatlu on telephone number 035 799 2634. All Administrative enquiries must be directed to Mr. Z. Mkhwanazi at Tel. 035-799 2715.

Tenderers who do not hear from the King Cetshwayo Municipality within 90 days of the closing date of the tender should consider their tender unsuccessful.

Please note that no tender will be accepted by fax or e-mail.

P.P. Sibiya
Municipal Manager
Prince Mangosuthu Buthelezi House
Private Bag X1025
RICHARDS BAY
3900

ENCLOSURES

- | | | |
|----|--|-----------|
| 1. | CONDITIONS OF TENDER | SECTION C |
| 2. | CONDITIONS OF CONTRACT | SECTION D |
| | NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT | |
| 3. | FORM OF ACCEPTANCE & DECLARATION | SECTION E |

EVALUATION DOCUMENTS:

- NSF ACCREDITATION CERTIFICATE OR ISO 9001 QUALITY ACCREDITATION CERTIFICATE OR MEMORANDUM OF UNDERSTANDING WITH MANUFACTURER
- LETTER OF INTENT FROM A FINANCIAL SERVICES BOARD REGISTERED INSTITUTION TO PROVIDE REQUIRED PUBLIC LIABILITY COVER
- COPIES OF AT LEAST TWO (2) VERIFIABLE REFERENCE LETTERS FOR SIMILAR PROJECTS
- OHSAS 18001 ACCREDITATION CERTIFICATE
- EXPERIENCE OF TEAM MEMBERS (ATTACH CV'S WITH QUALIFICATIONS)
- ISO 14001 ACCREDITATION CERTIFICATE (Environmental Management Systems)
- ASSURANCE OF SUPPLY FROM BIDDER'S SUPPLIER OR MANUFACTURER

POST EVALUATION DOCUMENTS:

- DECLARATION OF TENDERERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES
- CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
- ACCEPTANCE FORM
- FORM OF ACCEPTANCE & DECLARATION
- MUNICIPAL ACCOUNTS
- WORKMEN'S COMPENSATION
- CIPC CERTIFICATE
- BBBEE CERTIFICATE

4. SPECIFICATION

NB:

- ♣ All forms must be completed, failure to do this will invalidate your bid.
- ♣ If any of the forms, or portion of any form, is not relevant, please indicate it on the form by marking it N/A.

CONDITIONS OF TENDER

A. GENERAL

1. The lowest or any tender will not necessarily be accepted and King Cetshwayo District Municipality reserves the rights to accept the whole or any part of a tender.
2. The quantities called for in this tender are an estimated quantity and King Cetshwayo District Municipality reserves the right to take more or less than the quantity specified.
3. **This contract will be governed by King Cetshwayo District Municipality “Conditions of TENDER” only and not any conditions supplied by the tenderer.**
4. Full details of items offered and or drawings / pamphlets etc. must be supplied together with the return documents. All additional drawings/ pamphlets returned with the tender documents must be firmly bound and marked as “Additional” to the specific tender reference number.
5. All items offered on this tender must be new and of the latest design.
6. Only tenders on King Cetshwayo District Municipality official tender document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such tender.**
7. It must be clearly understood by the tenderer, that no order/s for such commodities or services required by the King Cetshwayo District Municipality will be recognized by the tenderer unless a King Cetshwayo District Municipality official order is issued and it is further understood that King Cetshwayo District Municipality will not accept responsibility for any payment to the tenderer unless the delivery notes and invoices for such goods or services quote the relevant order number and is sent to Prince Mangosuthu Buthelezi House, Financial Department, Private Bag X1025, RICHARDS BAY, 3900.
8. Should it be considered necessary by the tenderer that officials of King Cetshwayo District Municipality should proceed to other centres for inspection purposes, such costs shall be for the account of the tenderer.
9. Should it be considered necessary by the tenderer, in the interest of design, quality or inspection for whatever reason that King Cetshwayo District Municipality official should proceed to other centers for inspection purposes, such costs shall be for the account of the tenderer.

SECTION C

Page 2 of 3

10. Only tenders received by 12h00 on the given closing date will be considered. No late tender by post, e-mail, fax, courier or delivered by hand will be accepted after this time.
11. No telegraphic, e-mail or faxed tenders will be accepted and all posted or tenders sent by couriers, must be clearly marked with the postal date and time.
12. **ALL PRICES QUOTED MUST EXCLUDE VALUE ADDED TAX AND MUST BE FIRM FOR A PERIOD OF (90) NINETY DAYS FROM CLOSING DATE OF THIS TENDER.**
13. **SP TAX STATUS WILL VERIFIED ON CSD; IN THE EVENT THAT YOUR TAX STATUS INDICATE NON COMPLIANT YOUR TENDER WILL BE DISQUALIFIED.**
14. The use of correction fluid or correction tape on this document will invalidate your tender submission.

B. DEMONSTRATIONS AND INSPECTIONS

1. All tenderers must be prepared to demonstrate where required, free of charge and obligation, at the King Cetshwayo District Municipality or any other area within the boundary of the King Cetshwayo District Municipality, any items offered in this tender.
2. Where officials are required to attend demonstrations or inspections outside the District Municipality boundary of Richards Bay, all costs to attend such demonstration must be borne by the tenderer.

C. DELIVERIES, COMPLETION AND PENALTIES

1. Delivery date to be within three (3) days of placing the order.
2. Tenderers shall furthermore note that goods or services will not be considered acceptable and consequently their obligations not fulfilled should goods or services fail to comply with the specifications in the tender document.
3. Where the supplier fails to deliver within the scope of the specifications of this tender, the Municipality reserves the right to obtain services from any other supplier that complies with the specifications and the tenderer will be held responsible for all costs involved.

D. PAYMENTS

1. Payment will be made within 30 days from statement invoice date subject to satisfactory execution of the contract conditions and provided that the statement/invoice is without error.
2. Tenders must clearly state all settlement and trade discounts.
3. Any additional payment for extra work carried out on a contract will only be made provided that the contractor is issued with a variation order by the procurement section of the King Cetshwayo District Municipality.
4. The King Cetshwayo District Municipality hereby indemnifies itself from any claims whatsoever, which may arise as a result of loss of income suffered by the tenderer for any reason directly or indirectly during the course of this tender and King Cetshwayo District Municipality reserves the right to consider compensation at its own terms.
5. If you have submitted a tender or quotation, your tendered amount is deemed that it will not change. Should your VAT status change, the original tendered amount will be deemed to have included VAT.

SECTION D

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT

FORM OF ACCEPTANCE & DECLARATION

The Municipal Manager
Prince Mangosuthu Buthelezi House
Private Bag X1025
RICHARDS BAY
3900

I/We (To be completed)
(Representative or Company Name)

The undersigned, having examined the Specification, hereby offer to supply the Municipality with the requirements called for on the Municipality's Form of Tender and Specifications, "Form A" attached, in accordance with the conditions of this tender.

I/We further undertake that this offer shall not be retracted or withdrawn from the closing date of this tender up to the order date.

I/We further undertake, in the event of the acceptance of this tender, either wholly or in part, to enter into a formal contract, if required, and to provide one good and sufficient surety for the due fulfillment of the contract to the satisfaction of the Municipality.

I/We also agree:

- (a) that if the tender be accepted, the acceptance may be communicated to us by letter through the post and that in such case the Post Office shall be regarded as our agents and delivery of such acceptance to the Post Office shall be treated as delivery to us;
- (b) The Municipality chooses as its "domicilium citandi et executandi" for the purpose of the contract, the following address:

King Cetshwayo District Municipality
Prince Mangosuthu Buthelezi House
Private Bag X 1025
RICHARDS BAY 3900
- (c) the law of South Africa will govern the contract created by acceptance of our tender and we agree to submit to the jurisdiction of the South African Courts;
- (d) that if our tender be accepted by the Municipality either wholly or in part, and the acceptance be notified to us, we undertake to be bound by the term of the agreement constituted by our said tender and the acceptance thereof by the said Municipality, until a formal contract has been executed between us and the Municipality, and that if we are not required by the Municipality to execute such formal contract, we undertake to be bound by the terms of the agreement constituted by our said tender and the acceptance thereof by the said Municipality.

I/WE ALSO DECLARE THAT:

- 1) The information provided is true and correct;
- 2) The signatory to the tender document is duly authorized;
- 3) I/we are registered for Workman's Compensation and the valid certificate number of the workman's compensation commissioner's letter of good standing is provided. When applicable the option to submit an original or certified copy of the letter from the agent authorized by Workmen's Compensation Commissioner will be accepted

In the case where it is not possible for a tenderer to obtain the above letter of good standing from the workmen's compensation commissioner, an affidavit is to be submitted advising that the business has registered with the workmen's compensation commissioner.

In the case where a business does not employ any employees an affidavit together with a letter from the workmen's compensation commissioner addressed to the business, confirming that registration is not required, must be submitted.

- 4) Documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the relevant organ of state;
- 5) A valid tax reference is provided;
- 6) My municipal rates and taxes are not older than three (3) months and the following is attached:

SECTION E

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TENDERER IS PROPERTY OWNER FOR PURPOSES OF CONDUCTING BUSINESS FROM ITS PREMISES

Please select option by ticking below

A.1

In the case where the tenderer owns the property from which the tenderer's business operates from, a certified copy of the tenderer's business municipal account not older than three (3) months indicating the status of payment of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer from the Municipality in which jurisdiction the said property is situated, must be submitted.

☐

OR

A.2 . In the instance where the tenderer occupies Tribal land a certified affidavit from commissioner of oath, confirming that the tenderer is residing in the area where no municipal accounts are billed. If the property rates, electricity, water, refuse is charged by the municipality, the original or certified copy of the statement not older than three (3) months in the name of the tenderer or any of its directors must be attached

☐

NB:

Should there be separate tax invoices from the municipality for property rates and services (taxes), you are required to submit the most recent of each of these invoices
OR

B. TENDERER IS THE TENANT FOR PURPOSES OF CONDUCTING ITS BUSINESS FROM PREMISES.

B1. In the case where the tenderer does not own property and is a tenant for the purposes of its business establishment, the tenderer to provide a certified copy from its landlord certifying that all the tenant's payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer are paid up to date, or

☐

B2. In the case where the tenderer as tenant is responsible for its own municipal accounts with the municipality then tenderer must attach the letter from the landlord certifying the above together with certified copies of all most recent relevant municipal invoices i.e. property rates, electricity, water refuse & sewer.

☐

B3. In the case where the tenderer operates in the property owned by relative and does not pay rent or rates, an affidavit from the relative confirming such must be attached. Also the up to date certified copy municipal rates statement of the relative must be attached or letter from the councilor in case of the Tribal Authority.

☐

B4. In case where the potential service provider is under incubation program a certified copy of the letter from the incubator confirming that the service provider is using their facilities (property)

☐

**PAGE TO WHICH A VALID CERTIFICATE NUMBER OF THE
WORKMEN'S COMPENSATION COMMISSIONER LETTER OF
GOOD STANDING MUST BE ATTACHED.**

Please provide a valid certificate number of the Workmen's Compensation if registered with the department of labour, or attach valid original (or valid certified copy) of the Workmen's Compensation commissioner letter of good standing from applicable agencies e.g, FEM, RAM etc, if not registered with the department of labour.

Workmen's Compensation registration number: _____

Workmen's Compensation certificate number: _____

OR

In the case where it is not possible for an applicant to obtain the above letter of good standing from the Workmen's Compensation Commissioner, an affidavit is to be submitted advising that the business has registered with the Workmen's Compensation Commissioner.

OR

In the case where a business does not employ any employees an affidavit Together with a Letter from the Workmen's Compensation Commissioner addressed to the business, confirming that registration is not required, must be submitted.

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING
DISQUALIFIED.**

SECTION E

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**PAGE TO WHICH TWO CERTIFIED COPIES OF REFERENCE
LETTERS FOR SIMILAR PROJECTS.**

Please attach a valid certified copies of two reference letters for similar projects

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING
DISQUALIFIED**

REFERENCE LETTER NUMBER	PROJECT NAME	LOCALITY

SECTION E

DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Tendering Document must form part of all Tenders 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 Tender of any tenderer may be rejected if that tenderer, 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 Tender.

4.1	Is the tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

SECTION E

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4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the tenderer 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the tenderer 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SECTION E

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4.5	Was any contract between the tenderer 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

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.

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.

SECTION E

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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:

.....
.....

SECTION E

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

Full Name	Identity Number	State Employee Number

.....
Signature.....
Date.....
Capacity.....
Name of Bidder

MBD 9**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 *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.

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

MBD 9

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.

MBD 9

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

**PAGE TO WHICH VALID A CERTIFIED COPIES OF THE
FOLLOWING MUST BE ATTACHED**

- **Team members CV'S**
- **Certified copies of qualifications**

Please attach valid certified copies of proof of your registration with Professional/Statutory Bodies, qualification and proof of good standing for team members.

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING
DISQUALIFIED.**

- **PAGE TO WHICH ISO 14001 ACCREDITATION CERTIFICATE (Environmental Management Systems) MUST BE ATTACHED**

Please attach certified copy of ISO 14001 certification certificate

FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING DISQUALIFIED.

- **PAGE TO WHICH NSF ACCREDITATION CERTIFICATE
OR ISO 9001 QUALITY ACCREDITATION CERTIFICATE
MUST BE ATTACHED**

Please attach NSF/ISO 9001 Certificate

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING
DISQUALIFIED.**

- **PAGE TO WHICH OHSAS 18001 ACCREDITATION
CERTIFICATE MUST BE ATTACHED**

Please attach OHSAS 18001 Certificate

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING
DISQUALIFIED.**

- **PAGE TO WHICH LETTER OF INTENT FROM A FINANCIAL SERVICES BOARD REGISTERED INSTITUTION TO PROVIDE REQUIRED PUBLIC LIABILITY COVER MUST BE ATTACHED**

Please attach letter of intent from financial services board registered institution

FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING DISQUALIFIED.

- **PAGE TO WHICH RESPONSE PLAN MUST BE ATTACHED**

PLEASE ATTACH COPY RESPONSE PLAN

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING
DISQUALIFIED.**

**• PAGE TO WHICH PROOF OF LOCATION MUST BE
ATTACHED (GPS COORDINATES AND PROOF OF ADDRESS OF
FACILITIES USED)**

Please attach proof of location (GPS coordinates and proof of address of facilities
used)

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING
DISQUALIFIED.**

ACCEPTANCE

NB:

- ♣ **FAILING TO ATTACH ANY OF THE DOCUMENTS SPECIFIED IN THIS TENDER DOCUMENT, OR FAILURE TO COMPLETE IN FULL THOSE SECTIONS REQUIRING COMPLETION, WILL INVALIDATE THE TENDER.**

FOR AND ON BEHALF OF

NAME OF COMPANY

ADDRESS

NAME OF TENDERER

SIGNATURE OF TENDERER

DATE

FORM OF SPECIFICATIONS

Scope

- 1.1 Prospective Tenderers are hereby invited to tender on the supply and delivery of polyelectrolyte for water treatment plants within the King Cetshwayo District Municipality area of Jurisdiction.
- 1.2 The quantities as detailed in the Bill of Quantities (BoQ) are just estimated monthly consumption on each line item. The Municipality might order more or less than on the (BoQ) depending on the respective plant usage/requirement at that point in time as new plants are being commissioned (added) and the old ones being de-commissioned.

2. Special Conditions

2.1 Lead Time

The delivery lead-time from the date of receipt of the order shall be no more than three working days.

2.2 Time of Delivery

Deliveries to reach sites during normal working hours between the hours of 08h30 and 14h00, unless otherwise agreed to by the Superintendent of the Works.

2.3 Penalty on late delivery

In the event of any costs being incurred by the Municipality due to late delivery, this will be for the account of the supplier.

2.4 Transportation of Bulk Chemicals for Deliveries

- a) The vehicle used for delivery of chemicals must be adequately equipped to off-load chemicals at the delivery point.
- b) The vehicle must also be in sound operational condition to ensure no leakage of chemicals, oil and other undesirable substances when delivering or transporting chemicals to site.
- c) The vehicle is to be clearly marked and carry all necessary safety equipment to ensure that off-loading can be conducted in a manner that will not endanger the environment or personnel.
- d) Non-compliance with the above will render the supplier in breach of contract and any remedial work arising from such situation will be for the supplier's account and will result in the contract being terminated immediately.
- e) The successful supplier must provide emergency contact details of a responsible person who can deal with any situation arising from a delivery or any other problem directly linked to the use of the chemicals supplied.
- f) Non-compliance with clause "c" above shall render the vehicle unfit to enter the premises. The successful supplier however, will still be responsible to ensure that the product is delivered.

2.5 Compliance with Legislation.

The Successful Supplier must act strictly in compliance with the Occupational Health and Safety Act 85 of 1993 and specifically with Regulation 7 of the General Administrative Regulations of the Occupational Health and Safety Act 85 of 1993.

Subject to provisions of Section 10 (3) and (4) of the Act, every person/supplier who manufactures, imports, sells or supplies any hazardous chemical substance for use at work shall as far as reasonably practicable provide the party receiving such substance, free of charge with a material safety data sheet containing all the information as contemplated in either ISO11014 or ANSIZ400.1. 1993 with regard to: -

- a) Product and company identification;
- b) Composition /information or ingredient;
- c) Hazards identification;
- d) First-aid measures;
- e) Fire-fighting measures
- f) Accidental release measures
- g) Handling and storage
- h) Exposure control /personal protection
- i) Physical and chemical properties
- j) Stability and reactivity
- k) Toxicological information
- l) Ecological information
- m) Disposal consideration
- n) Transport information
- o) Regulatory information; and
- p) Other information.

- 2.6 Subject to the provisions of section 11 (1)(2)(3) of the Hazardous Chemical Substances Regulations of the Occupational Health & Safety Act 85 of 1993, all contractors will ensure that the exposure of an employee is adequately controlled.

2.7 Determination of Mass Delivered

- a) The successful supplier, at an authorized Weighbridge, must determine the mass of each delivery. The method of weighing should accurately reflect the mass of the chemical delivered.

A weighbridge at the point of supply is acceptable if it is authorized and the method of weighing provided by the successful supplier satisfies King Cetshwayo District Municipality that the mass of chemical delivered is accurate.

If no authorized weighbridge is available at the point of supply, the successful supplier is to indicate which weighbridge is to be used. The successful supplier is to indicate the distance (in km) from the weighbridge to the delivery point and the method of weighing used to satisfy King Cetshwayo District Municipality that the mass of the chemical delivered is accurately determined.

- b) Calibration of the Weighbridge used must be certified for any current year by the Government assizer and bear the Official Assizer Stamp.
- c) The weighbridge certificate of mass determination must be supplied within 24 hours of delivery.
- d) The use of any weighbridge other than identified above without prior notification of the King Cetshwayo District Municipality would constitute a breach of contract. Such notification would require confirmation by the successful supplier by fax or e-mail. If the use of an alternative weighbridge is accepted by the King Cetshwayo District Municipality, the alternative must meet all the requirements as indicated in a), b) and c) above.

- 2.8 The *Supplier* shall provide an Environmental Management Plan and a Health and Safety Plan which must be acceptable to KCDM failing which the Supplier shall make such amendments to these plans to comply with the KCDM's concerns. These plans shall address the implications which any incident consequent to the supply and delivery of the chemicals 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) in the event of an accident and name contact persons with contact details who can be contacted to assist and deal with the situation.

- 2.9 All chemicals supplied must be accompanied by data sheets as well as emergency procedures.

- 2.10 Names and data of any alternatives offered must be included in the tender document.

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2.11 Delivery to be within 72 hours from date of order, or as negotiated on placement of order.

2.12 The service to be rendered must include visiting treatment plants at least once a month and performing the following duties:

Jar tester to optimize the polyelectrolyte dosing at each plant.

Check the efficiency of the polyelectrolyte provided and give advice in case it needs to be changed to obtain optimal results on the final treated/purified water.

Monthly reporting on the findings during visits to be compiled and sent to technical department at **NO** additional costs to the

Municipality:

Process Manager, Process technician and supervisor in charge of the plant. This report must reach responsible persons on or before end of each month.

2.13 **Training Requirements**

It is required of the successful supplier to provide continuous training material and sessions for King Cetshwayo District Municipality staff with specific regard to the safe use, handling and transporting of the supplied chemical (polyelectrolyte)

Training courses are to be hosted at venues identified by the Municipality, within the geographical area of King Cetshwayo District Municipality.

A minimum of two training courses are required per calendar year for approximately 30+ delegates per course.

All costs related to this training will be at **no** additional cost to the King Cetshwayo District Municipality.

All required wall charts, training material and Hazchem labels must also be supplied by the successful tenderer at **no** additional cost to the Municipality.

3. Evaluation Criteria

Notes on Scoring on Functionality

The criteria for functionality are kept to the essential so as not to render the evaluation a mechanical exercise but rather a professional assessment.

- ❑ ***LOCAL KNOWLEDGE** considers ability to understand local conditions and dynamics on the basis of having executed relevant or similar projects in the area*
- ❑ ***RELEVANT EXPERIENCE** refers to previous relevant projects and overall track record of the team members. It should also be noted that past experience is realistically linked to individuals rather than firms in the case of professional services).*

NB: Bidders that score less than 70 % of the allocated total points for functionality will be disqualified.

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Scoring Quality	
The quality criteria and maximum score in respect of each of the criteria are as follows:	
CRITERIA	WEIGHTING
Quality Certification <ul style="list-style-type: none"> • NSF • • ISO 9001 Certification • Other Quality Management System – Please specify • No submission of certification / Management plan will be an automatic disqualification 	20 10 5 0
Environmental Management System <ul style="list-style-type: none"> • ISO14001 	15
Environmental Management Plan <p>Very Good – The plan adequately covers the critical characteristics of the environmental aspect and mitigation thereof</p> <p>Good – The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project</p> <p>Satisfactory: The plan is too generic</p> <p>Poor: Inadequate – (Does not cover critical issues of environment) automatic disqualification</p>	10 4 1 0
Occupational Health and Safety <p>OHSAS 18001</p> <p>Occupational Health & Safety Plan</p> <p>Very Good – The plan adequately covers the critical characteristics of the Occupational Health and Safety issues</p> <p>Good – The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project</p> <p>Satisfactory: The plan, manner too generic</p> <p>Poor: Inadequate – (Does not cover critical issues of Health and Safety –automatic disqualification</p>	10 5 3 2 0

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Scoring Quality The quality criteria and maximum score in respect of each of the criteria are as follows:		
CRITERIA	WEIGHTING	
Emergency Response Plan for spills, accidents and any other emergencies during transportation		
Very Good – 6 hours	10	
Good – 12 hours	5	
Satisfactory – 24 hours	1	
No submission	0	
Previous and Current Contracts- Copy of appointment letter (maximum of 5 contracts)	10	
2 Points per contract		
Performance Rating	10	
Very Good – 2 points per reference		
Good – 1.5 points per reference		
Satisfaction – 1 point per reference		
Poor – 0 point per reference		
Experience		
More than 10 years' relevant experience	10	
6 – 9 years' relevant experience	6	
1 – 5 years relevant experience	3	
Assurance of supply/Right of distribution) from the bidder's supplier or Manufacturer		
Manufacturer - Agreement between source/manufacturer and potential bidder	15	
Distributor – Agreement	5	
No agreement/Disqualification	0	
Location of Storage Facility		
KZN	10	
Outside KZN	5	
Maximum possible score for quality (Ms)	100	
The minimum number of evaluation points for quality is 70		