UMDONI MUNICIPALITY

J.E.W.E.L. OF THE SOUTH COAST

APPOINTMENT OF INDEPENDENT ENVIRONMENTALIST TO CONDUCT COMPLIANCE EXTERNAL AUDIT THE HUMBERDALE LANDFILL SITE

MN370/2025

NAME & ADDRESS OF BIDDER

Name: _____ **Tel:** _____

Address: _____ **Fax:** _____

_____ **Cell:** _____

_____ **E-mail:** _____

TENDER SUM ----------

UMDONI MUNICIPALITY

The J.E.W.E.L of the South Coast

INVITATION TO SUBMIT QUOTATIONS

Suitable and experienced service providers are invited to bid for the requirements of Umdoni Municipality.

Advert Date: **02.12.2025** Notice no: **MN370/2025** Closing Date: **10 DECEMBER 2025**

Closing time: **12:00**

Description: **APPOINTMENT OF INDEPENDENT ENVIRONMENTALIST TO CONDUCT COMPLIANCE EXTERNAL AUDIT THE HUMBERDALE LANDFILL SITE**

- The specification document is available upon request and on the website www.umdoni.gov.za
- The invitation is limited to service providers registered on Central Suppliers database.
- Suppliers who wish to register on the database can access it via link www.csd.gov.za and submit the CSD registration Summary report together with quotations Terms and condition apply.
- Suppliers should ensure that quotations are delivered timeously to the correct address. Late quotations will not be accepted. Quotations must be hand delivered and deposited in the tender box at Umdoni Municipality Corner of Bram Fisher & Williamson Street, Scottburgh 4180
- Umdoni Municipality will not take responsibility for documents delivered or collected via cour ier services.
- This quotation is subject to General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
- This quotation will be evaluated and adjudicated according to the following criteria: Relevant specifications, Value for money, Capability to execute the contract, PPPFA & associated regulations.
- The municipality reserves the right to not make an appointment.

Enquiries regarding the quotation must be directed to Mr. Kavershen Subben 078 552 1498 or Mr. D Nyathi on 039 976 1202 during office hours. Quotations must be valid for a period of 120 days. Umdoni Municipality does not bind itself to accept the lowest quote, any quote and reserves the right to accept part of your bid.

Acting Municipal Manager
Mr T.W Gumede

UMDONI MUNICIPALITY

J.E.W.E.L. OF THE SOUTH COAST

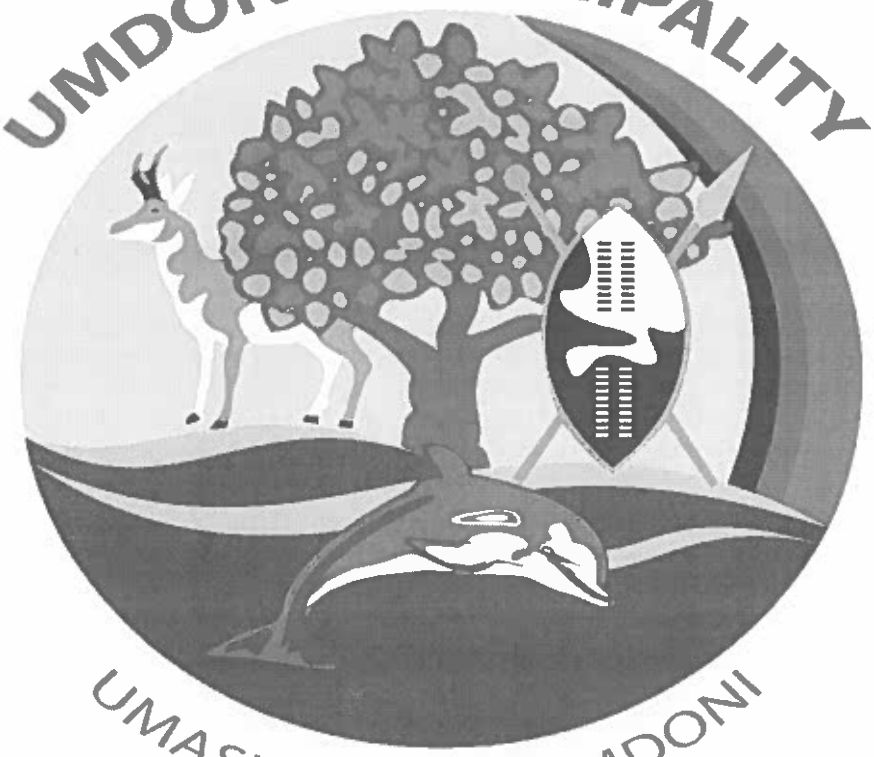
DOCUMENTS TO ACCOMPANY BID DOCUMENTS

Failure to submit the following documents will invalidate your bid

1. Copy of tax pin sheet
2. Company registration certificate and ID copy/ies for director/s (e.g CK registration)
3. Original or certified copy of B-BBEE certificate
   (No points will be allocated to bidders who fail to submit a valid certificate)
4. Vat registration certificate (if applicable)
5. List of reference including their contact details
6. Full company contact details
7. Detailed Quotation to be in a **signed** and **stamped** on Company letter head
8. Proof of CSD registration Summary
9. Proof of Residance

NB: All forms must be completed full information must be provided. Reference to any other documents provided by the bidder will not be considered if full information is not provided

UMDONI MUNICIPALITY



UMASIPALA WASEMDONI

Appointment of Independent Environmentalist to conduct compliance external audit at the Humberdale Landfill Site

Background

The Humberdale Landfill Site is an engineered site which was commissioned in February 2002 and has a GSB+ classification. The landfill site is situated 2km west of Kelso off the R102 between Park Rynie and Pennington just north of the Umzinto River bridge. The site has a permit which is closely monitored by the Economic Development Tourism and Environmental Affairs (EDTEA) and the Department of Water and Sanitation. The municipality is currently managing the site internally with hired plant and personal until a contractor has been appointed.

Independent Environmentalist must comply the following:

Honours or Masters degree in Environmental Management or Environmental Science

Environmentalist must be independent

Experience as an Environmental Auditor at landfill sites

Registration as an Independent Environmental Assessment Practitioner who is registered with an environmental body/ a Pr Scientist registered with a scientific body

Must have experience in conducting compliance external audit report and compiling reports for either a GSB+ or GMB+ or GLB+ landfill sites

Scope of Work

To assess compliance against the landfill site permit, license and DWS minimum requirements. Aspects such as permissible waste, access control, construction, operations, monitoring, auditing, record keeping and reporting is to be evaluated.

In accordance with previous audits specifications, the audit shall:

Comprise independent audit reports that measures compliance against the conditions contained in the permit/license and DWS minimum requirements.

Liaison with the Umdoni Municipality and Appointed consulting engineers

Ensure the provision of detailed recommendations and guidelines on rectification of any non-compliance issues.

A methodology an approach to this audit must be submitted which includes the following review and planning, on site audit, report writing and communication of audit findings.

Compilation of a report indicating findings, complications and recommendations

The project team and their fields who will be conducting this audit must be submitted

1 x report meeting required by municipality and appointed consulting engineers to discuss report

1 x presentation of final report to landfill monitoring committee

Costing for the External Audit

Item	Description	Amount
1	Project Management	
2	Review and Planning	
3	On- site audit	
4	Report Writing	
5	Communication and audit finding	
6	Meeting x 2	
7	Disbursements	
Total excluding vat		
vat		
Total including vat		

Time Frame

1.Site inspection to be completed by 10 December 2025

2. Draft report to be submitted to the municipality and consulting engineers for review within 3rd week in January 2026

3. Final report to be completed by end of January 2026 for presentation to monitoring committee.

RETURNABLE DOCUMENTATION

1. Valid tax clearance certificate or SARS pin
2. Copies of company or CC documents together with certified copies of member's ID's
3. Certified BBBEE Certificates or sworn affidavits
4. A valid company rates letter/lease agreement/ proof of address is attached (not older than three months)
5. Latest CSD registration summary report is attached
6. Bank rating letter (A,B /C)
7. Certified copy of Honours or Masters Degree in Environmental Management/ Environmental Science
8. Certified copy Independent Environmentalist with a registered body Pr. scientist registration with a scientific body must be valid
9. Appointment letters of experiencing in conducting compliance external audit reports for either a GSB+ or GMB+ or GLB+ landfill sites

DEPARTMENT: WATER AFFAIRS AND FORESTRY
REPUBLIC OF SOUTH AFRICA
KWAZULU-NATAL REGION
DIRECTORATE: WATER RESOURCE MANAGEMENT (WRM)
P O BOX 1018, DURBAN, 4000
Fax: 031 305 9915 Tel: 031 336 2700

DATE: 09/01/2009

TO:	Umdoni Local Municipality	
ATTENTION	Siraj Paruk	
FAX:	039 976 1395	
FROM:	Z. Mabuza	
NO PAGES:	1+ 16	
SUBJECT: HUMBERDALE LANDFILL SITE PERMIT. Permit number K/2/7/W803/D3/P243		
MESSAGE: please find attached a copy of the Humberdale Landfill Site permit as requested.		
Thank you.		

Z Mabuza
for: The Regional Director: KZN (WRM)

DEPARTMENT OF WATER AFFAIRS AND FORESTRY
Private Bag X313, Pretoria, 0001
Sedibeng Building, 185 Schoeman Street, Pretoria
Tel: (012) 336-7500, Fax: (012) 323-2472 / (012) 326-2715

Enq P. Reddy
Tel. 031 336 2700

Ref.16/2/7/U803/D3/Z1

PERMIT NUMBER:	16/2/7/U803/D3/P248 (Amendment to Permit number B33/2/1980/P248
CLASS:	G:S:B+
WASTE DISPOSAL SITE:	HUMBERSDALE
LOCATION:	PORTION OF THE FARM UMZINTO 6231, DISTRICT OF UMZITO
PERMIT HOLDER:	UGU DISTRICT COUNCIL
ADDRESS:	P.O. Box 33, PORT SHEPSTON, 4240

PERMIT IN TERMS OF SECTION 20 OF THE ENVIRONMENT CONSERVATION ACT, 1989 (ACT 73 OF 1989)

By virtue of the powers delegated to me by the Minister of Water Affairs and Forestry (hereinafter referred to as "the Minister"), I, Barbara Gay Schreiner, in my capacity as Chief Director: Water Use and Conservation in the Department of Water Affairs and Forestry (hereinafter referred to as "the Department"), hereby, in terms of section 20(1) of the Environment Conservation Act, 1989 (Act 73 of 1989), authorise the above mentioned Permit Holder to establish, further develop and operate the above mentioned waste disposal site, subject to the conditions specified herein.

PERMIT CONDITIONS

In this Permit, "Regional Director" means the Regional Director: KwaZulu Natal of the Department who may be contacted at the address below:

Regional Director: KwaZulu Natal
Department of Water Affairs and Forestry
P.O BOX 1018
DURBAN
4000

1. LOCATION

1.1 This Permit authorises the establishment, further development and operation of a waste disposal site on a portion of farm Umzinto 6231, District of Umzinto (hereinafter referred to as "the Site") according to the report by Campell, Bernstein&Irving, dated May ,August and December 1995(hereinafter referred to as "the report"),submitted by the permit holder.

1.2 The boundaries of the Sites shall be as indicated on the plan number SNB069/30/1A, submitted by the permit holder.

2. PERMISSIBLE WASTE

2.1 The site may be used for the disposal of all types of waste, excluding those listed in Annexture and excluding those where specific control has been established in terms of the of the nuclear energy act, 1993 (Act 131of 1993). Waste type controlled in terms of the mineral Act, 1991 (Act 50 of 1991) and the electricity ACT, 1987(Act 41 of 1987) are also excluded from disposal on the site unless written permission has been obtain from the Regional Director .

2.2 The Permit Holder must take all reasonable steps to ensure that-

2.2.1 no organic or inorganic element or compound which may have a definite acute or chronic negative effect on human health and/or the environment, due to its toxic, physical, chemical or persistent characteristics and which corresponds with the UNEP definition of hazardous waste;

2.2.2 no medical waste; and

2.2.3 No scheduled pharmaceutical products registered in terms of the Medicines and Related Substances Control Act, 1965 (Act 101 of 1965) or associated containers, are disposed of on the Site.

3. CONSTRUCTION

3.1 The Site or any portion thereof may only be used for the disposal of permissible waste if the Site or any such portion has been constructed or developed according to condition 3 of this Permit.

3.2 The construction and further development within the Site shall be in accordance with approved revised plans from Cambell, Berstein &Irving number UGU038/1/1 dated 13/10/2000, UGU038/1/2 dated 2/1/2001, UGU038/1/3 dated 4/1/2001, UGU038/10/3 dated 18/10/2000, UGU038/10/6-1 dated 28/02/2001 and UGU032/10/12 dated 23/02/2001 as submitted by the Permit Holder.

3.3 The construction of further developments within the Site which are not shown on the approved plans mentioned in condition 3.2 can only be undertaken by the permit holder after specific engineering plans have been provided to and approved by the regional director, can only be undertaken by the Permit Holder after specified engineering plans have been provided to and approved by the Regional Director.

3.4 Construction and further development within the Site shall be carried out under the supervision of a suitably qualified person proposed by the Permit Holder and approved by the Regional Director.

3.5 After construction of the Site or further development within the Site, the Permit Holder shall notify the Regional Director thereof and the person referred to in condition 3.4 shall submit a certificate or alternatively a letter to the Regional Director that the construction of the Site or further development within the Site, as proposed by the Permit Holder and approved by the Regional Director, is in accordance with recognised civil engineering practice before disposal may commence on the Site. An official of the Department shall inspect the completed construction works of the Site and the person referred to in condition 3.4. If the Regional Director is satisfied with the construction of the Site or any further development within the Site and has given written permission, the Permit Holder may use the Site or any further development within the Site for the disposal of waste.

3.6 The Permit Holder shall take all reasonable steps, such as suitable zoning and/or written agreements with adjacent landowners, to establish and maintain an unbuilt area or "buffer zone" of 400 metres between the Site and the nearest residential and/or light industrial areas during the operative life of the Site. Heavy industries or industries, which may create nuisance conditions, may be permitted within the buffer zone in terms of the appropriate legislation.

3.7 Works shall be constructed and maintained on a continuous basis by the Permit Holder to divert and drain from the Site in a legal manner, all runoff water arising on land adjacent to the Site, which could be expected as a result of the estimated

maximum precipitation during a period of 24 hours with an average frequency of once in hundreds years (hereinafter referred to as the "estimated maximum precipitation"). Such works shall, under the said rainfall event, maintain a freeboard of half a metre.

3.8 Works shall be constructed and maintained on a continuous basis by the Permit Holder to divert and drain from the working face of the Site, all runoff water arising on the Site, which could be expected as a result of the estimated maximum precipitation and to prevent such runoff water from coming into contact with leachate from the Site. Such works shall, under the said rainfall event, maintain a freeboard of half a metre.

3.9 Runoff water referred to in condition 3.8 shall comply with the quality requirements of the General Standard, as published in Government Notice 991 of 18 May 1984, or with such quality requirements as may from time to time be determined by the Minister and shall be drained from the Site in a legal manner.

3.10 Runoff water referred to in condition 3.8 which does not comply with the quality requirements applicable in terms of condition 3.9 and all leachate from the Site shall, by means of works which shall be constructed and maintained on a continuous basis by the Permit Holder –

3.10.1 be treated to comply with the aforementioned standard and discharged in a legal manner; and/or,

3.10.2 with the written approval of the Regional Director be evaporated in dams and/or be evaporated by spraying over those portions of the Site which comply with the requirements set in terms of condition 3.1.

3.11 Works constructed in compliance with condition 3.10 shall be of such a capacity as to accommodate all runoff and leachate which could be expected as a result of the estimated maximum precipitation. Such works shall, under the said rainfall event, maintain a freeboard of half a metre.

3.12 The Site shall be constructed in accordance with recognised civil engineering practice to ensure that it remains stable.

3.13 The maximum height of the Site above ground level shall not exceed 22 metres above ground level.

3.14 The slope of the sides of the Site shall be constructed in such a manner that little or no erosion occurs.

3.15 The Permit Holder shall make provision for adequate sanitation facilities on the Site.

4. ACCESS CONTROL

4.1 Weatherproof durable and legible notices in at least two official languages applicable in the area shall be displayed at each entrance to the Site. These notices shall prohibit unauthorised entry and state the hours of operation, the name, address and telephone number of the Permit Holder and the person responsible for the operation of the Site.

4.2 The Site shall be fenced to a minimum height of 1,8 metres, with gates of the same height at all entrances, to reasonably prevent unauthorised entry and curtail the spreading of wind-blown paper and plastic materials.

4.3 The Permit Holder shall take all reasonable steps to maintain service roads in a condition which ensures unimpeded access to the Site for vehicles transporting waste and to keep the roads free of waste.

4.4 The Permit Holder shall ensure that all entrance gates are manned during the hours of operation and locked outside the hours of operation.

4.5 The Permit Holder shall ensure effective access control.

4.6 The Permit Holder shall take all reasonable steps to prevent the disposal of waste on the Site for which the Site has not been approved.

5. OPERATION

5.1 Waste disposed of on the Site shall be compacted and covered on a daily basis with a minimum of 150 millimetres of soil or other material approved by the Regional Director.

5.2 The Permit Holder shall take all reasonable steps to ensure that the Site is operated in a manner which shall prevent the creation of nuisance conditions or health hazards.

5.3 The Permit Holder shall make use of movable fences to control wind-blown waste.

5.4 The permit Holder shall apply sufficient dust control measures to prevent wind-blown dust from causing nuisance conditions or health hazards.

5.5 Waste disposed of on the Site may not be reclaimed.

6. MONITORING

6.1 Water monitoring

6.1.1 A monitoring borehole network for the Site shall be established and maintained by the Permit Holder according to the Report and to the satisfaction of the Regional Director so that unobstructed sampling, as required in terms of this Permit, can be undertaken.

6.1.2 Monitoring boreholes shall be equipped with lockable caps. The Department reserves the right to take water samples at any time and to analyse these samples or has them analysed.

6.1.3 Surface water monitoring shall be performed in all stormwater drains on and adjacent to the Site at locations selected in conjunction with the Regional Director and at such a frequency as determined by the Regional Director.

6.1.4 The Umzinto River shall be monitored six –monthly upstream and downstream and from tip of the site at locations selected in conjunction with the Regional Director .

6.1.5 Treated leachate discharged into a water course shall be monitored and the standards, parameters and sample frequency of monitoring shall be determined and from time to time be adjusted by the Chief Director: Water Use and Conservation.

6.2 Background monitoring

6.2.1 Samples from the borehole as required above, where the groundwater in the borehole is at an expected higher hydraulic pressure level than the hydraulic pressure level of the groundwater under the Site, shall be considered as background monitoring. Background groundwater monitoring shall be conducted during each monitoring occasion in terms of conditions 6.3,6.4 or 6.5 for the water quality variables listed in Annexure II.

6.3 Detection monitoring

6.3.1 Monitoring shall be conducted during15 January and 15 July of each year for the water quality variables listed in paragraph (a) of Annexure III and annually during July for the variables listed in paragraph (b) of Annexure III.

6.4 Investigative monitoring

6.4.1 If, in the opinion of the Regional Director, a water quality variable listed under the detection monitoring programme, as referred to in condition 6.3, shows an increasing trend, the Permit Holder shall initiate a monthly monitoring programme for the water quality variables listed in Annexure II.

6.5 Post-closure monitoring

6.5.1 Groundwater monitoring by the Permit Holder, in accordance with condition 6.3 or 6.4, shall commence immediately upon closure of the Site and be maintained for a period of 30 years, or such lesser period as may be determined by the Regional Director.

6.6 Further investigations

If, in the opinion of the Regional Director, groundwater, surface water and/or air pollution have occurred or may possibly occur, the Permit Holder shall conduct the necessary investigations and implement additional monitoring and rehabilitation measures which shall be to the satisfaction of the Regional Director.

7.0 AUDITING

7.1 Internal audits

7.1.1 Internal audits must be conducted quarterly by the Permit Holder and on each audit occasion an official report must be compiled by the relevant auditor to report the findings of the audits, which must be made available to the external auditor specified in condition 7.2.1 and the Department, according to conditions 7.3.2 and 11.2.2.

7.2 External audits

7.2.1 The Permit Holder must appoint an independent external auditor to audit the Site annually and this auditor must compile an audit report documenting the findings of his audit, which must be submitted by the Permit Holder according to condition 11.2.2.

7.2.2 The audit report must specifically state whether conditions of this Permit are adhered to and must include an interpretation of all available data and test results regarding the operation of the Site and all its impacts on the environment.

7.2.3 The audit report must contain recommendations regarding non-compliance or potential non-compliance and must specify target dates for the implementation of the recommendations by the Permit Holder.

7.3 Departmental audits and inspections

7.3.1 The Department reserves the right to audit and/or inspect the Site at any time and at such a frequency as the Regional Director may decide, or to have the Site audited or inspected.

7.3.2 The Permit Holder must make any records or documentation available to the Regional Director upon request, as well as any other information the Regional Director may require.

7.3.3 The findings of these audits or inspections shall be made available to the Permit Holder within 60 days of the end of the audit or inspection and shall not be treated as confidential.

8. MONITORING COMMITTEE

8.1 The Permit Holder must take all reasonable steps to maintain and ensure the continued functioning of the Humberdale Environmental Monitoring Committee (in this Permit referred to as the "Monitoring Committee") for the normal operative lifetime of the Site and for a period of at least two years after the closure of the Site, or such longer period as may be determined by the Director.

8.2 The Monitoring Committee shall be representative of relevant interested and affected persons and may consist of at least the following persons:

8.2.1 Permit Holder and/or his appointed consultant(s) or advisor(s);

8.2.2 representative(s) of the Health, Environment and/or Waste Departments of the relevant local authority;

8.2.3 representative(s) of this Department;

8.2.4 representative(s) of the Provincial Government responsible for waste management and environmental functions; and

8.2.5 at least 3 (three) persons/parties, or their representatives elected by the local residents.

8.3 The Monitoring Committee shall meet at least once every four months and not later than 30 days after the external audit report specified in condition 7.2 has been submitted according to condition 11.2.2.

8.4 The Permit Holder must keep minutes of all meetings of the Monitoring Committee and distribute these minutes to all members of the Monitoring Committee within 14 days after the meeting.

9. METHODS OF ANALYSIS

9.1 The Permit Holder shall carry out all tests in accordance with methods prescribed by and obtainable from the South African Bureau of Standards (SABS), referred to in the Standards Act, 1982 (Act 30 of 1982), to analyse the samples taken under the monitoring programmes specified in condition 6.

9.2 The Permit Holder shall only use another method of analysis if written proof that the method is at least equivalent to the SABS method is submitted to the Regional Director.

10. RECORDING

10.1 The Permit Holder shall keep a record of and update all the information referred to in Annexure IV on an annual basis.

10.2 The Permit Holder shall record all borehole data and chemical analyses in the format depicted in Annexure V.

11. REPORTING

11.1 The information required in section above shall be submitted to the regional director within the period of 30 days following the analysis of the sample.

11.2 The Permit Holder must, within 24 hours, notify the Regional Director of the occurrence or detection of any incident on the Site, or incidental to the operation of the Site, which has the potential to cause, or has caused water pollution, pollution of the environment, health risks or nuisance conditions.

11.3 The Permit Holder must, within 14 days, or a shorter period of time, if specified by the Regional Director, from the occurrence or detection of any incident referred to in condition 11.2, submit an action plan, which must include a detailed time schedule, to the satisfaction of the Regional Director of measures taken to correct the impact resulting from the incident, prevent the incident from causing any further impact and prevent any recurrence of similar incidence.

12. REHABILITATION AND CLOSURE OF THE SITE

12.1 The Permit Holder shall, at least 180 days prior to the intended closure of the Site, notify the Regional Director by registered mail of such closure and submit final rehabilitation plans for his approval.

12.2 Immediately following the cessation of operations with the intention to close the Site, the surface of the Site shall be covered in such a way that -

12.2.1 the formation of pools due to rain is prevented.

12.2.2 free surface runoff of rain-water is ensured; and

12.2.3 no objects or materials, which may hamper the rehabilitation of the Site, are present.

12.3 The Permit Holder shall rehabilitate the Site in accordance with a rehabilitation plan, which shall be submitted by the Permit Holder and which shall be to the satisfaction of the Regional Director.

13. LEASING AND ALIENATION OF THE SITE

13.1 Should the Permit Holder want to alienate or lease the Site, he shall notify the Regional Director in writing of such an intention at least 120 days prior to the said transaction.

ANNEXURE I

WASTE WHICH MAY NOT BE ACCEPTED ON THE SITE: CONDITION 2.1

1. Waste where specific control has been established in terms of the Nuclear Energy Act, 1993 (Act 131 of 1993).

2. Waste types controlled in terms of the Minerals Act, 1991 (Act 50 of 1991) and the Electricity Act, 1987 (Act 41 of 1987), unless written permission has been obtained from the Regional Director.

3. Waste which is defined, according to the Minimum Requirements, as an extreme hazard or Hazard Group 1 (HG1); high hazard or Hazard Group 2 (HG2); moderate hazard or Hazard Group 3 (HG3) and low hazard or Hazard Group 4 (HG4), unless an application for delisting has been successfully submitted to the Regional Director and written approval was obtained from the Regional Director for the disposal of this waste on the Site.

4. Flammable wastes, with a closed cup flash point less than 61°C.

5. Corrosive substances, as defined and described in the Minimum Requirements as Class 8 (1998 edition: page 6-8, Diagram III).

6. Oxidising substances and organic peroxides, as defined and described in the Minimum Requirements as Class 5 (1998 edition: page 6-8, Diagram III).

7. Any waste with a substance which is a Group A and/or Group B carcinogen/mutagen. Group A carcinogens/mutagens have been proven in humans, both clinical and epidemiological. Group B carcinogens/mutagens have been proven without doubt in laboratory animals.

8. Any waste with a substance at a concentration greater than 1% where the substance is a Group C and/or Group D carcinogen/mutagen. Group C carcinogens/mutagens have shown limited evidence in animals. Group D carcinogen/mutagen - the available data is inadequate and doubtful.

9. All materials which fall in Class 1 (explosives), Class 2 (compressed gases) and Class 7 (radioactive materials), as defined and described in the Minimum Requirements.

10. Any waste with a pH less than 6 or greater than 12.

11. Any waste which is difficult to analyse and classify.

12. Any complexes of heavy metal cations, paint and paint sludges, or laboratory chemicals.

14. GENERAL

14.1 This Permit shall not be transferable.

14.2 This Permit shall not be construed as exempting the Permit Holder from compliance with the provisions of the National Environmental Management Act, 1998 (Act 107 of 1998), the Health Act, 1977 (Act 63 of 1977), the National Water Act, 1998 (Act 36 of 1998) or any other applicable act, ordinance, regulation or by-law.



CHIEF DIRECTOR: WATER USE AND CONSERVATION
p.p. MINISTER OF WATER AFFAIRS AND FORESTRY

DATE: 05.06.01

ANNEXURE II

WATER QUALITY VARIABLES REQUIRED FOR BACKGROUND MONITORING AND INVESTIGATIVE MONITORING : CONDITIONS 6.4 and 6.6

Alkalinity (P Alk)
Calcium (Ca)
Chromium (hexavalent) (Cr^{6+})
Chromium (Total) (Cr)
Chemical oxygen demand (COD)
Cyanide (CN)
Lead (Pb)
Nitrate (as N) (NO_3-N)
Phenolic compounds (Phen)
Potassium (K)
Total dissolved solids (TDS)
Free & saline ammonia as N (NH_4-N)
Boron (B)
Magnesium (Mg)
Cadmium (Cd)
Chloride (Cℓ)
Mercury (Hg)
pH
Sodium (Na)
Electrical conductivity (EC)
Sulphate (SO_4)

ANNEXURE III

WATER QUALITY VARIABLES REQUIRED FOR DETECTION MONITORING: CONDITION 6.5

(a) Alkalinity (P.Alk)
Chemical oxygen demand (COD)
pH
Total dissolved solids (TDS)
Chlorides (Cℓ)
Nitrate (NO_3-N)
Potassium (K)

(b) Annually for electrical conductivity (EC), calcium (Ca), magnesium (Mg), sodium (Na), sulphate (SO_4) and fluoride (F).

ANNEXURE IV

INFORMATION WHICH SHALL BE SUBMITTED ON AN ANNUAL BASIS: *CONDITION 10.1*

** = Indicate with an X. Please print legibly.*

NAME OF SITE: _____ DATE OF REPORT: _____(y/m/d)

1. **Registered owner(s) of property on which disposal site is situated:**

Name	Telephone	
Postal Address	Fax	
	Postal Code	

2. **Operator in control of disposal site:**

Name					Telephone		
Identity number					After hours		
Educational Qualifications (*)	std 6		std 8		matric		Other (specify)
	Diploma		higher diploma		degree		

3. **Latest estimated lifetime of the disposal site:** _____yr.

4. **Indicate the type of waste and approximate quantities of waste disposed of during the year:**

Type of waste	Quantity (m^3 annum^{-1})	Compacted (C)	Uncompacted (U)
Non-hazardous waste:			
Household			
Garden refuse			
Building rubble			
Industrial (not hazardous) - (specify)			
TOTAL			
Hazardous waste:			
Flammable solids			
Flammable liquids			
Oxidising agents			
Toxic wastes			
Corrosive wastes			
Hospital and infectious wastes (specify)			
TOTAL			

5. (a) Indicate the method of disposal of waste (*).

Landbuilding		Landfilling	

(b) Indicate the present dimensions of the site (metre)

Height/depth	
Length	
Breadth	

6. Indicate the applicable waste types and quantities salvaged during the year (*)

Salvaging undertaken?	Yes		No		
Type	(*)	Quantity (m^3)	Type	(*)	Quantity (m^3)
Paper/wood fibre			Rubber		
Plastics			Textiles		
Glass			Iron		
Copper			Aluminium		
Zinc			Lead		
Phospho-gypsum			Fly-ash		
Waste for composting			Food residues		
Flammable gases			Other		
Other			Other		
Other			Other		

7. Indicate the types, sources and approximate quantities of available covering material (*).

Type	(*)	Sources	Quantity m^3
Soil			
Sand			
Ash			
Gravel			
Clay			
Building rubble			
Other (specify)			

I, the undersigned, declare that the information stated above is to my knowledge a true reflection of the status at the _____ waste disposal site.

Signature: _____

Name: _____

Capacity: _____

Place: _____ Date: _____

Height/depth	
Length	
Breadth	

6. **Indicate the applicable waste types and quantities salvaged during the year (*)**

Salvaging undertaken?		Yes	No		
Type	(*)	Quantity (m³)	Type	(*)	Quantity (m³)
Paper/wood fibre			Rubber		
Plastics			Textiles		
Glass			Iron		
Copper			Aluminium		
Zinc			Lead		
Phospho-gypsum			Fly-ash		
Waste for composting			Food residues		
Flammable gases			Other		
Other			Other		
Other			Other		

7. **Indicate the types, sources and approximate quantities of available covering material (*).**

Type	(*)	Sources	Quantity m³
Soil			
Sand			
Ash			
Gravel			
Clay			
Building rubble			
Other (specify)			

I, the undersigned, declare that the information stated above is to my knowledge a true reflection of the status at the _____ waste disposal site.

Signature: _____

Name: _____

Capacity: _____

Place: _____ Date _____

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**MN370/2025**	CLOSING DATE:	**10 DECEMBER 2025**	CLOSING TIME:	**12H00**
DESCRIPTION	**APPOINTMENT OF INDEPENDENT ENVIRONMENTALIST TO CONDUCT COMPLIANCE EXTERNAL AUDIT THE HUMBERDALE SITE**				

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

CNR OF BRAM FISHER AND WILLIAMSON STREET , SCOTTBURGH 4180
Bidders

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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**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	Finance	CONTACT PERSON	Mr. KAVERSHEN SUBBEN
CONTACT PERSON	Mr David Nyathi	TELEPHONE NUMBER	078 552 1498
TELEPHONE NUMBER	039 976 1202	FACSIMILE NUMBER	-
-FACSIMILE NUMBER	-	E-MAIL ADDRESS	
E-MAIL ADDRESS	davidn@umdoni.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, 2017, 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: .....

ANNEXURE C

MBD 4

DECLARATION OF INTEREST

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

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

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

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

.....

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

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

[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	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

---

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)	Supporting Documents
1. OWNERSHIP CATEGORIES			**Sworn Affidavit**
An EME or SME which is 100% Black owned	10		
An EME or SME which is 51% Black owned	5		
2. Promotion of Local Business - RDP			**Utilities, POR and SAPS affidavit**
Enterprise located within Umdoni Municipality	10		
Enterprise located within the District Municipality	5		
Enterprise located within the Province of KZN	2		
TOTAL POINTS			

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: .....

.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *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

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 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

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

TABLE OF CLAUSES

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General Conditions of Contract

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 any thing 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 "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 non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity 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

5.1 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.

5.2 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.

5.3 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.

5.4 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 / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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 analysed 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

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 contracts 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. Anti-dumping 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

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 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.