DATE OF ISSUE:

26 NOVEMBER 2026

CLOSING DATE:

17 DECEMBER 2026

PROVISION OF THE LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR WATER QUALITY SAMPLES FOR THE VAAL-ORANGE CATCHMENT MANAGEMENT AGENCY (VOCMA) FOR A PERIOD OF 36 MONTHS

VO 037 2026/2027

SUBMIT BID DOCUMENTS TO:

e-Tender Portal

Compulsory Briefing Session

08 DECEMBER 2026

HTTPS://TEAMS.MICROSOFT.COM/MEET/3860768425215942?P=0TQCEI8T3N3Z2CPHVN

MEETING ID: 386 076 842 521 594 2

PASSCODE: XI9OR7NE

PART A INVITATION TO BID SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**VO 037-2026/2027**	CLOSING DATE:	**17 DECEMBER 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**PROVISION OF THE LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR WATER QUALITYSAMPLES FOR THE VAAL-ORANGE CATCHMENT MANAGEMENT AGENCY (VOCMA) FOR A PERIOD OF 36 MONTHS**				

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

e-Tender Portal

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Supply Chain Management	CONTACT PERSON	Ephraim Matseba
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	mokhuwas@dws.gov.za	E-MAIL ADDRESS	MatsebaE@dws.gov.za

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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ 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]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐YES	☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐YES	☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐YES	☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐YES	☐ NO
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 BELOW.

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g., company resolution)

DATE: ……...

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

……..……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

……..…….

……..…….

3 DECLARATION

I, the undersigned, (name)…….. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read, and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

3.3 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 consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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.

2 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.

3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……	……
Signature	Date
……..	..……
Position	Name of bidder

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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**

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

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**

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

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)
Women Ownership	5	
Disability Ownership	5	
Youth Ownership (35 and below)	5	
Location of enterprise (local equals province)	2	
B-BBEE status level contribution from level 1 or 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	**20**	

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: ……

……

……

……

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder……Bid number **VO 037-2026/2027**
Closing Time **11:00** …… Closing date **17 December 2026**

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

- Required by: ……
- At: ……..……
- Brand and model ……..……
- Country of origin ……..……
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ……
- Period required for delivery ……
- Delivery: *Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2…etc. must add up to 100%.
R1t, R2t……=		Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index……. Dated……. Index……. Dated……. Index……. Dated…….

Index……. Dated……. Index……. Dated……. Index……. Dated…….

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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

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

1. I hereby undertake to render services described in the attached bidding documents to **Vaal-Orange Catchment Management Agency (VOCMA)** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **VO 037-2026/2027**at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

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

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

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

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

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

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

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

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

WITNESSES

1 ……

2 ……

DATE:……..

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

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

- **Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.**

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 anything of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 “Day” means calendar day.

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

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

1.10 “Delivery into consignees’ store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies 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 supplies 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 ancillaries 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 “Written” or “in writing” means handwritten 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, 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 supplies, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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.

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 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

- 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 in SCC.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department

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

8.6 Supplies 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 supplies may on or after delivery be inspected, tested or 8 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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 destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services

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

(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 in SCC, 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 in SCC.

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 in SCC 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 in SCC, 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 in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 in SCC.

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 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 supplies are required, or the supplier's services are not readily available.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies 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 judgment 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 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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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 antidumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful 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 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 in SCC.

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 the Agency must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 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 (or bid rigging).

34.2 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 the Competition Act No. 89 of 1998.

34.3 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.

GCC (revised July 2010)

35. SPECIAL CONDITIONS OF CONTRACT

- The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.

- The Bid must be strictly in accordance with the conditions and specifications contained herein.

- If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.

- Failure to sign all relevant places shall invalidate your bid (SBD1, SBD 3.2, SBD 4, and SBD 6.1 or 6.2 and SCC)

- All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.

- If you are not a registered supplier with the Vaal-Orange Catchment Management Agency, please complete the
- supplier registration forms and banking details, supplier registration forms are available at Departmental.

- website, www.vocma.co.za

- Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified.

- The VOCMA reserves the right to not make an award on any of the responses to this Bid.

- The VOCMA reserves the right to award only parts of this bid and re-bid for other parts.

- All bid documents should be hand delivered and deposited into the Tender Box, if sent via post, envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Agency.

- Only signed, original documents will be accepted.

ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS

The above terms of the bid and all Annexure have been read, understood and accepted.

For and on behalf of the Bidder:

……..……
…

_____ _____

Signature of Bidder: **Date:**

_____ _____

Bidder's Name & Surname: **Designation**

TERMS OF REFERENCE

PROVISION OF THE LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR

WATER QUALITY SAMPLES FOR THE VAAL-ORANGE CATCHMENT MANAGEMENT AGENCY (VOCMA) FOR A PERIOD OF 36 MONTHS

SPECIFICATIONS FOR LABORATORY SERVICES

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- **A**: DETERMINANTS, REPORTING UNITS AND PRICING
- **B:** DETECTION LIMITS & METHODS
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1. INTRODUCTION

1.1 The Vaal-Orange Catchment Management Agency (VOCMA) is water management institution established in terms of section 78 of the National Water Act 36 of 1998 and is operational in the Vaal-Orange Water Management Area.
The Agency has the following inherent functions in terms of section 80 of the National Water Act;

- Investigate and advise interested persons on water resource management;
- Compilation of the Catchment Management Strategy;
- Co-ordinate related activities of water users and WMIs;
- Promote co-ordination of implementation of any applicable development plan; and
- Promote community participation in water resource management

2. GENERAL DETAILS OF BID

2.1 In order to be awarded the contract for one or all the items, the Analytical Service Provider must:

- have an ISO/SANS-17025:2017 accredited laboratory and this must include laboratory facilities to do basic, specialized and complex water, wastewater quality analysis and other environmental samples such as soil analyses and participate in a recognised Proficiency Testing Scheme (PTS).
- must be prepared to analyse emergency samples after office hours.
- must be able to analyse samples for prosecution purposes as required in **Section 5**; or be able to contract these analyses out to a laboratory that can analyse prosecution samples
- will not be allowed to change the method of analysis during the contracted period unless it is scientifically necessarily to do so and with VOCMA approval.
- must comply with the general requirements and reporting format specifications as specified in **Section 4**;
- It is a requirement that the laboratory should supply an analytical service for the complete set of constituents as per listed items, if there are constituents that are not analysed in the laboratory it can be sub-contracted to another accredited facility or PTS participating laboratory.

2.2 Although the constituents required are divided into groups, the Analytical Service Provider must quote for the whole Item/s. The analysis required for any one sample may or may not be for all the constituents in a group, the analysis could be for a single parameter or for all the parameters in a group or Item. (See Annexure A)

2.3 The Analytical Service Provider must complete **Section 4** and **Annexures A to D**.

2.4 The bid evaluation criteria to be used will be as follows:

2.4.1 Bidders will be evaluated following the number order the Supply Chain Management Unit assigns to the bids.

2.4.2 Phase 1, the bidder will be evaluated in terms of administrative compliance in terms of completion of forms, original Tax Clearance certificates, Certified copy of the BBBEE certificates and general contract conditions.

2.4.3 Phase 2, all qualifying bids from Phase 1 will be evaluated on functionality which includes compliance with the Terms of Reference / Specification.

2.4.4 The bidder must have **a fully functional laboratory able to receive samples in the Northern Cape, in both Kimberley, Upington and Springbok, Free State, Bloemfontein and in Gauteng.**

2.4.5 The bidder's laboratory **MUST** be accredited and **provide certified copy of accreditation** and accreditation certificates of the planned subcontracted providers must be provided for the analyses to be subcontracted.

2.4.6 Curriculum Vitae of the Technical Signatories for the different areas (inhouse).

2.5 The contract will be valid from the date of signature by both parties and expires on the date stipulated in the contract.

3. QUALITY REQUIREMENTS AND QUALITY CONTROL

3.1 It is essential that the laboratory is ISO/SANS 17025:2017 accredited by a recognised authority for all the constituents.

3.2 If the laboratory is not accredited the laboratory needs to provide evidence of successful Proficiency Testing Scheme (PTS) participation. These laboratories will be considered where locality and sample viability cannot be satisfied by an accredited laboratory.

3.3 Accredited or methods used for PTS participation must be fully documented and analytical procedures must be used. A fully documented description of each of the analytical methods and quality control procedures used must be submitted with the Analytical Service Provider bid documentation.

3.4 Full records of raw analytical data, including values obtained for calibration standards, check standards and blanks should be kept at the laboratory for all samples analysed for a period of 5 (five) years, after the expiry of the contract.

3.5 Typical achievable detection limits must be given and indicated in **Annexure B**. Should it be different for different types of media, please use separate copies of **Annexure B** for each medium.

3.6 The analytical work must be done under the supervision of a trained analyst, i.e. one with an applicable qualification as a university degree or university of technology diploma. The analyst in charge of the laboratory should have at least five years' experience in analytical work. The Curriculum Vitae (CVs) of the Technical Signatories must be submitted to the Agency, and the Agency must be notified in case of any staff changes, and the relevant documents updated accordingly.

- For Chemical analysis the laboratory supervisor must have an applicable qualification in Chemistry or have proven experience in the Chemistry scope.
- For Microbiological analysis the laboratory supervisor must have an applicable qualification in Microbiology or have proven experience in the Microbiology scope.
- For Organic Chemistry analysis the laboratory supervisor must have an applicable qualification in Organic Chemistry

3.7 Laboratory facilities must be open for inspection by VOCMA prior to the signing of the contract as well as at any stage during the life of the contract.

3.8 The results of all analytical work done must be available within **five (5) working days** (Except for Items 3 and 4, which procedures usually takes longer) from the date of receipt of the samples as a hard copy or pdf document **and** monthly using the **electronic excel import template for Water Management System (WMS)** samples or captured using the web data capture tool on WMS or other relevant system or as may be specified from time to time.

3.9 Proper tracking system of samples from sender to testing laboratory should be in place and to be communicated accordingly.

3.10 The laboratory will provide the analytical results in a compatible agreed upon electronic format, suitable for importing into the VOCMA Water Management System. **The system and format specifications are available at https://www.dws.gov.za/iwqs/wms/default.aspx. The service provider may also be required to submit and register methods on WMS, if they are not already registered.**

3.11 The laboratory should be prepared to analyse samples for prosecution purposes and **be able to provide an assessment report and Affidavit in accordance with the Criminal Prosecution Act.**

3.12 The main laboratory should be responsible for coordination of sample results reporting method to the Agency indicating the correct sampling point name, sampling date, sampling time, analysis date, analysis date, analysis date, analysis method, etc.

3.13 In-sourcing of standard parameters (pH, Conductivity, Ammonia, Orthophosphates, Nitrates/ Nitrites, suspended solids, Chemical oxygen demand, Oxygen absorbed, Faecal coliforms and E. coli) is preferred.

3.14 For after hours and emergency analyses, laboratories should supply telephone numbers of contact person to receive emergency samples for analyses.

4. GENERAL REQUIREMENTS & REPORTING FORMAT

SPECIFICATIONS

GENERAL REQUIREMENTS AND REPORTING FORMAT

Please state clearly whether, you the Analytical Service Provider, comply to the specifications by using the words "YES/NO" or "AGREED/ NOT AGREED" where applicable. Also state clearly any other details of the offer where required.	Details of offer
4.1 a Does the Analytical Service Provider have a laboratory in *the Northern Cape, Free State and Gauteng.*	Yes/No
4.1 b Is your laboratory able to provide logistical services to accept samples in both Pretoria/Johannesburg, Bloemfontein, Upington and Kimberley, ensuring that samples for microbiological analysis reach the laboratory within 24 hours?	Yes/No
4.2 a Is your laboratory ISO/SANS-17025:2017 accredited? **(Please attached a certified copy of the Schedule of Accreditation Certificate and where possible if a subcontractor is used their Schedule of Accreditation Certificate for the analyses to be performed)**	Yes/No
4.2 b Is your laboratory participating in an accredited/recognised Proficiency Testing Scheme (PTS). **(Please attached proof of the PTS participation)**	Yes/No
4.3 Do you comply with the quality requirements and have accredited methods and quality control procedures as specified in **Section 3**?	Yes/No
4.4 The Analytical Service Provider will not be allowed to change the method of analysis during the contracted period;	Agreed/ Not Agreed
4.5 Has the Analytical Service Provider completed Annexures A to D?	Yes/No
4.6 Can your laboratory perform the following tests?	Yes/No
a) Fresh water samples (Surface river and ground water)	Yes/No
b) Estuarine water samples	Yes/No
c) Wastewater samples (Final and Raw)	Yes/No
d) Solid waste or soils	Yes/No
e) Leachate from solid waste sites?	Yes/No
4.7 Is the Analytical Service Provider prepared to analyse emergency samples after normal office hours?	Yes/No
4.8 Is the Analytical Service Provider prepared to analyze samples for prosecution purposes as required in **Section 5**?	Yes/No
4.9 The analytical report must supply representative (typical) confidence limits and limit of detection for each method.	Agreed/ Not Agreed
4.11 Did the Analytical Service Provider attach an example of their analytical report, together with any applicable statements that are normally given thereon?	Yes/No
4.10 The laboratory must be able to supply analytical results in hard copy printed format, as well as in ASCII compatible electronic format. Please indicate the type of electronic database used (e.g. Excel). ➢ The Analytical Service Provider must keep and maintain all the data as well as its related issues such as: Printing of analysis and monitoring schedules and result sheets for the laboratories. ➢ Analysis method information used by the laboratories.	

➢ Registration of samples which are delivered directly to the laboratories. ➢ Capturing of the results using an acceptable procedure described below ➢ The test reports will be supplied within 5 working days for routine samples and 3 working days for emergency samples. ➢ The WMS format electronic results will be provided at the end of each month for the finalised sample results produced in a particular month. **Methods available on WMS to capture water quality data:** • A person can manually type in results on WMS. • **Fixed Excel spreadsheet format that we supply to users to capture results on, and this can then easily be imported into WMS with an automated electronic import facility - guidelines** • Web-enabled data capturing tool was developed to enable external data users to capture data. Interface between the Lab system and WMS for importing the data (Where possible).	Yes/No Agreed/ Not Agreed Agreed/ Not Agreed
4.11 For after hours and emergency analyses, the laboratories should supply telephone numbers of contact persons for receiving emergency samples for analyses.	Agreed/ Not Agreed
4.12 Should there be a price difference between normal and emergency samples; the Analytical Service Provider must include the price list for emergency samples in the same format as Annexure A as an attachment.	Agreed/ Not Agreed
4.13 Invoices for payment must be issued monthly and sent to accountspayable@dws.gov.za referencing the assigned purchase order.	Agreed/ Not Agreed
4.14 In the case of samples for microbiological constituents the laboratory must be prepared to **supply pre-sterilized sample containers.** The supply and courier costs of sampling material must be included in the analysis cost listed.	Agreed/ Not Agreed
4.15 For the chemical constituents the laboratory must be prepared to supply sample bottles and /or preservatives. The supply and courier costs of sampling material must be included in the analysis cost listed.	Agreed/ Not Agreed
4.16 A contract will be awarded for a period of 36 months, commencing on the date of awarding of the contract to the successful bidder/s	Agreed/ Not Agreed
4.17 Water samples may be preserved by H_2SO_4 or accepted other means especially where nutrient analysis is required. The laboratory must have a contract to dispose of their waste on a permitted hazardous waste site. **(Please attach details).** The Analytical Service Provider must include any costs quoted for the analysis.	Agreed/ Not Agreed
4.18 The laboratory is invited to indicate any additional features or services not included above which are deemed advantageous. Costs thereof should be specified and indicated in an attachment.	Additional Features/None

4.19 The present analytical capacity should be given in terms of the number of completed analyses that can be handled per month and indicated in **Annexure C**. Should it be different for different types of media, please use separate copies of **Annexure C** for each medium.	Agreed/ Not Agreed
4.20 Laboratory facilities must be open for inspection by the Vaal-Orange Catchment Management Agency, prior to, as well as after signing the contract.	Agreed/ Not Agreed
4.21 The Analytical Service Provider / Analytical Service provider should be able to supply the Proficiency Testing Scheme (PTS) results after each test to VOCMA to ensure that the results produced are accurate.	Agreed/ Not Agreed

5. REQUIREMENTS FOR OPTIONAL PROSECUTION SAMPLES

Please state clearly whether, you the Analytical Service Provider, complies with the specifications by using the words "YES/NO" or "AGREED/ NOT AGREED" where applicable. Also state clearly any other details of the offer where required.	Details of offer
5.1 For prosecution sample results certificate should be issued in terms of Section 212 of the Criminal Procedure Act, 1977 (51 of 1977)	Agreed/ Not Agreed
5.2 If the Analytical Service Provider does not have the right to issue a certificate, then an affidavit setting out the custody of the containers while in their possession must be supplied together with the analytical report. The Analytical Service Provider must be prepared to follow the instructions from the Agency as to maintain the chain of custody with regards to the sample containers and during the analysis.	Agreed/ Not Agreed
5.3 The Analytical Service Provider **must attach examples of the previous affidavit issued for prosecution purposes** including the form issued to establish the chain of custody.	Agreed/ Not Agreed
5.4 The Analytical Service Provider must be prepared in the case where an analytical report has been issued, to appear in court if requested to do so by the Vaal-Orange Catchment Management Agency, or the Department of Justice and in all cases where an affidavit has been submitted and the matter proceeds to trial.	Agreed/ Not Agreed
5.5 Full records of the method of analyses, details of the analyst and the compilation of all results must be recorded and available for inspection by this Agency and where necessary to be handed in as evidence to the court.	Agreed/ Not Agreed
5.6 Procedures must be implemented whereby routine samples are kept separate from prosecution samples.	Agreed/ Not Agreed
5.7 Prosecution samples are to be kept in a locked functional fridge.	Agreed/ Not Agreed

6. QUANTITY OF SAMPLES TO BE ANALYSED DURING CONTRACT PERIOD

Routine samples to be submitted monthly, prosecution and emergency samples will be submitted when required. The Analytical Service Provider must indicate the competency to conduct analysis as per Tables 6.1 to 6.3 and **Annexure A** and provide a quotation for all the variables listed.

NB: The quantity of samples to be analysed per month is subject to change due to various circumstances.

The table below is indicative of the number of samples but is subject to change.

Table 6.1: Routine Water Quality Samples (Gauteng-Upper Vaal)

NO:	PARAMETERS (UNIT)	FREQUENCY OF REGULAR SAMPLING	SAMPLES	PRICES
1.	Electrical Conductivity@25^{0}C (mS/m)	256 samples/month x 36 months	9216	
2.	Faecal Coliforms (counts/100ml)	250 samples/month x 36 months	9000	
3.	pH@25^{0}C	257 samples/month x 36 months	9252	
4.	Flouride (F)	94 samples/month x 36 months	3384	
5.	Potassium as K	14 samples/month x 36 months	504	
6.	Magnesium as Mg	105 samples/month x 36 months	3780	
7.	Iron as Fe	109 samples/month x 36 months	3924	
8.	Manganese as Mn	91 samples/month x 36 months	3276	
9.	Aluminium as Al	86 samples/month x 36 months	3096	
10.	Sodium (Na)	149 samples/month x 36 months	5364	
11.	Chloride	225 samples/month x 36 months	8100	
12.	Sulphate as SO_4	198 samples/month x 36 months	7128	
13.	Total Dissolved Solids (TDS)	72 samples/month x 36 months	2592	
14.	Total Suspended Solids (TSS mg/l)	175 samples/month x 36 months	6300	
15.	Chemical Oxygen Demand (COD mg/l)	224 samples/month x 36 months	8064	
16.	Total Ammonium (NH_3 + $NH4^+$) as N	228 samples/month x 36 months	8208	
17.	Total Ammonia	6 samples/month x 36 months	216	
18.	Nitrate and Nitrite as N (mg/l)	248 samples/month x 36 months	8928	
19.	Phosphate	247 samples/month x 36 months	8892	
20.	Chlorophyll a-phytoplankton	13 samples/month x 36 months	468	
21.	Dissolved oxygen	64 samples/month x 36 months	2304	

22.	Arsenic (As)	13 sample/month x 36 months	468	
23.	Cadmium (Cd) (hard)	18 sample/month x 36 months	648	
24.	Chromium (VI) (Cr^{6+})	6 sample/month x 36 months	216	
25.	Copper (Cu) (hard)	15 sample/month x 36 months	540	
26.	Mercury (Hg)	11 sample/month x 36 months	396	
27.	Lead (Pb) (hard)	16 sample/month x 36 months	576	
28.	Selenium (Se)	11 sample/month x 36 months	396	
29.	Zinc (Zn)	29 sample/month x 36 months	1044	
30.	Endosulfan (alpha, beta and SO_4^{2-})	12 sample/month x 36 months	432	
31.	Atrazine	11 sample/month x 36 months	396	
32.	E. Coli	246 samples/month x 36 months	8856	
33.	Total Alkalinity	18 samples/month x 36 months	648	
34.	Nickel (Ni)	8 samples/month x 36 months	288	
35.	Calcium (Ca)	48 samples/month x 36 months	1728	
36.	Boron (B)	11 samples/month x 36 months	396	
37.	Cobalt (co)	14 samples/month x 36 months	504	
38.	Cyanide (sn)	6 samples/month x 36 months	216	
39.	Silicon (si)	25 samples/month x 36 months	900	
40.	Uranium (u)	20 samples/month x 36 months	720	
41.	Temperature	8 samples/month x 36 months	288	
42.	Free Chlorine	7 samples/month x 36 months	252	
43.	Total Phenols	6 samples/month x 36 months	216	
44.	Turbidity	32 samples/month x 36 months	1152	
45.	TCN	6 samples/month x 36 months	216	
46.	Vibrio Species (cholera)	30 samples per year	90	
47.	Toxicogenic Cholera Identification and quantification	30 Samples per year	90	

48.	Microcystin (ELISA, Blue-Green Algae)	30 samples per year	90	
	TOTAL PRICE			

Table 6.2: Routine Water Quality Samples (Free State-Middle Vaal and Upper Orange)

NO:	PARAMETERS (UNIT)	FREQUENCY OF REGULAR SAMPLING	SAMPLES	PRICES
49.	Electrical Conductivity@25^{0}C (mS/m)	117 samples/month x 36 months	9216	
50.	pH@25^{0}C	117 samples/month x 36 months	9252	
51.	Magnesium as Mg	41 samples/month x 36 months	3780	
52.	Iron as Fe	41 samples/month x 36 months	3924	
53.	Manganese as Mn	41 samples/month x 36 months	3276	
54.	Aluminium as Al	117 samples/month x 36 months	3096	
55.	Chloride	41 samples/month x 36 months	8100	
56.	Total Dissolved Solids (TDS)	117 samples/month x 36 months	2592	
57.	Ammonia	117 samples/month x 36 months	216	
58.	Nitrate	117 samples/month x 36 months	8928	
59.	Nitrite as N (mg/l)	117 samples/month x 36 months		
60.	Orthophosphate	117 samples/month x 36 months	8892	
61.	Total Nitrogen	41 samples/month x 36 months		
62.	Total Phosphorus	41 samples/month x 36 months		
63.	Chlorophyll a-phytoplankton	117 samples/month x 36 months	468	
64.	E. Coli	117 samples/month x 36 months	8856	
65.	Cyanide (sn)	117 samples/month x 36 months	216	
66.	Uranium (u)	41 samples/month x 36 months	720	
67.	Turbidity	117 samples/month x 36 months	1152	
68.	Phytoplankton	41 samples/month x 36 months		
69.	Sodium (Na)	41 samples/month x 36 months		

70.	Sulphate (SO4)	41 samples/month x 36 months		
71.	Total Inorganic Nitrogen	78 samples/month x 36 months		
72.	Atrazine	78 samples/month x 36 months		
73.	Total Phosphate	78 samples/month x 36 months		
74.	Endosulfan	78 samples/month x 36 months		
75.	Dissolved Oxygen (DO)	78 samples/month x 36 months		
76.	E. Coli	117 samples/month x 36 months		
77.	Fluoride (F0	78 samples/month x 36 months		
78.	Total Suspended Solids (TDS)	78 samples/month x 36 months		
79.	Vibrio Species (cholera)	30 samples per year	90	
80.	Toxicogenic Cholera Identification and quantification	30 Samples per year	90	
81.	Microcystin (ELISA, Blue-Green Algae)	30 samples per year	90	
	TOTAL PRICE			

Table 6.3: Routine Water Quality Samples (Northern Cape-Lower Vaal and Lower Orange)

NO:	PARAMETERS (UNIT)	FREQUENCY OF REGULAR SAMPLING	SAMPLES	PRICE
82.	Electrical Conductivity@25^{0}C (mS/m)	52 samples/month x 36 months	1872	
83.	Faecal Coliforms (counts/100ml)	52 samples/month x 36 months	1872	
84.	pH@25^{0}C	52 samples/month x 36 months	1872	
85.	Flouride (F)	52 samples/month x 36 months	1872	
86.	Potassium as K	52 samples/month x 36 months	1872	
87.	Magnesium as Mg	52 samples/month x 36 months	1872	
88.	Iron as Fe	52 samples/month x 36 months	1872	
89.	Manganese as Mn	52 samples/month x 36 months	1872	
90.	Aluminium as Al	52 samples/month x 36 months	1872	

91.	Sodium (Na)	52 samples/month x 36 months	1872	
92.	Chloride	52 samples/month x 36 months	1872	
93.	Sulphate as SO_4	52 samples/month x 36 months	1872	
94.	Total Dissolved Solids (TDS)	52 samples/month x 36 months	1872	
95.	Total Suspended Solids (TSS mg/l)	52 samples/month x 36 months	1872	
96.	Chemical Oxygen Demand (COD mg/l)	52 samples/month x 36 months	1872	
97.	Total Ammonia (NH_3 + $NH4^+$) as N	52 samples/month x 36 months	1872	
98.	Nitrate	52 samples/month x 36 months	1872	
99.	OrthoPhosphate	52 samples/month x 36 months	1872	
100.	Chlorophyll a-phytoplankton	3 samples/month x 36 months	108	
101.	Dissolved oxygen	52 samples/month x 36 months	1872	
102.	Arsenic (As)	3 sample/month x 3 months	108	
103.	Cadmium (Cd) (hard)	3 sample/month x 3 months	108	
104.	Chromium (VI) (Cr^{6+})	3 sample/month x 3 months	108	
105.	Copper (Cu) (hard)	3 sample/month x 3 months	108	
106.	Mercury (Hg)	3 sample/month x 3 months	108	
107.	Lead (Pb) (hard)	3 sample/month x 3 months	108	
108.	Selenium (Se)	3 sample/month x 3 months	108	
109.	Zinc (Zn)	3 sample/month x 3 months	108	
110.	Endosulfan (alpha, beta and SO_4^{2-})	3 sample/month x 3 months	108	
111.	Atrazine	3 sample/month x 3 months	108	
112.	E. Coli	52 samples/month x 3 months	1872	
113.	Vibrio Species (cholera)	30 samples per year	90	
114.	Toxicogenic Cholera Identification and quantification	30 Samples per year	90	
115.	Microcystin (ELISA, Blue-Green Algae)	30 samples per year	90	
	TOTAL PRICE			

7. CONTRACT AND INVOICES

The project timeframe is 36 (thirty-six) months from the date of signing the contract The Analytical Service Provider will be required to submit invoices monthly and all payments will be made upon signed deliverables being completed.

8. FURTHER INFORMATION

For further information contact the following numbers or email:

Area	Person	Phone	Email
General Technical Information	Mr. E Matseba	082 819 9085	MatsebaE@dws.gov.za
Tender Process	Mr. S. Mokhuwa	078 814 3462	mokuwas@dws.gov.za

ANNEXURE A: DETERMINANTS, REPORTING UNITS AND PRICING (INCLUDING VAT)

ITEM #1

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR PROSECUTION SAMPLE
GENERAL INORGANIC CONSTITUENTS		
• Ammonia as N	mg/l	
• Chloride (Cl^-)	mg/l	
• Calcium (Ca)	mg/l	
• Chemical Oxygen Demand (COD)	mg O_2/l	
• Colour	mg/l Pt	
• Corrosive Index	none	
• Dissolved Oxygen (DO)	mg/l	
• Dissolved solids	mg/l	
• EC (Electrical Conductivity)	mS/m at 25ºC	
• Fluoride (F)	mg/l	
• Magnesium (Mg)	mg/l	
• Nitrate + nitrite as N	mg/l	
• Nitrate as N	mg/l	
• Nitrite as N	mg/l	
• Odour	TON	
• Orthophosphate as P	mg/l	
• Oxygen Absorbed (OA)	mg/l	
• pH (measured with a glass electrode)	pH units	
• Potassium (K)	mg/l	
• Silicates as Si	mg/l	
• Sodium (Na)	mg/l	

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR PROSECUTION SAMPLE
• Sodium Adsorption Ratio	SAR units	
• Sulphate (SO_4^{2-})	mg/l	
• Suspended solids	mg/l	
• Taste	FTN	
• Total Alkalinity	mg $CaCO_3$/l	
• Total Dissolved Salts (TDS)	mg/l	
• Total Hardness	mg $CaCO_3$/l	
• Total Kjeldahl Nitrogen	mg/l	
• Total phosphate as P	mg/l	
• Turbidity	NTU	
Price when full analysis group 1.1 request for a sample		

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR PROSECUTION SAMPLE
TRACE METALS (DISSOLVED)		
• Aluminium (Al)	mg/l or µg/l	
• Antimony (Sb)	mg/l or µg/l	
• Arsenic (As)	mg/l or µg/l	
• Beryllium (Be)	mg/l or µg/l	
• Boron (B)	mg/l or µg/l	
• Cadmium (Cd)	mg/l or µg/l	
• Chromium (Cr) (Cr^{3+} and Cr^{6+})	mg/l or µg/l	
• Chromium (Cr^{6+}) or Hexavalent Chromium	mg/l or µg/l	
• Cobalt (Co)	mg/l or µg/l	
• Copper (Cu)	mg/l or µg/l	
• Iron (Fe)	mg/l or µg/l	

• Lead (Pb)	mg/l or µg/l	
• Lithium (Li)	mg/l or µg/l	
• Manganese (Mn)	mg/l or µg/l	
• Mercury (Hg)	mg/l or µg/l	
• Molybdenum (Mo)	mg/l or µg/l	
• Nickel (Ni)	mg/l or µg/l	
• Selenium (Se)	mg/l or µg/l	
• Strontium (Sr)	mg/l or µg/l	
• Tin (Sn)	mg/l or µg/l	
• Uranium (U)	mg/l or µg/l	
• Vanadium (V)	mg/l or µg/l	
• Zinc (Zn)	mg/l or µg/l	
Price when full analysis group 1.2a request for a sample		

CONSTITUENT/ PARAMETER	**UNIT**	**PRICE FOR PROSECUTION SAMPLE**
• **TRACE METALS (ACID SOLUABLE)**		
• Aluminium (Al)	mg/l or µg/l	
• Antimony (Sb)	mg/l or µg/l	
• Arsenic (As)	mg/l or µg/l	
• Beryllium (Be)	mg/l or µg/l	
• Boron (B)	mg/l or µg/l	
• Cadmium (Cd)	mg/l or µg/l	
• Chromium (Cr) (Cr^{3+} and Cr^{6+})	mg/l or µg/l	
• Cobalt (Co)	mg/l or µg/l	
• Copper (Cu)	mg/l or µg/l	
• Iron (Fe)	mg/l or µg/l	
• Lead (Pb)	mg/l or µg/l	

• Lithium (Li)	mg/l or µg/l	
• Manganese (Mn)	mg/l or µg/l	
• Mercury (Hg)	mg/l or µg/l	
• Molybdenum (Mo)	mg/l or µg/l	
• Nickel (Ni)	mg/l or µg/l	
• Selenium (Se)	mg/l or µg/l	
• Strontium (Sr)	mg/l or µg/l	
• Tin (Sn)	mg/l or µg/l	
• Uranium (U)	mg/l or µg/l	
• Vanadium (V)	mg/l or µg/l	
• Zinc (Zn)	mg/l or µg/l	

CONSTITUENT/ PARAMETER	**UNIT**	**PRICE FOR PROSECUTION SAMPLE**
DISINFECTANTS AND TOXIC ANIONS:		
• Cyanide (total)	µg/l	
• Recoverable Cyanide as CN^-	µg/l	
• Free available chlorine	mg/l	
• Residual Chlorine	mg/l	
• Monochloramine	mg/l	
MICROBIOLOGICAL CONSTITUENTS:		
• Cytopathogenic viruses	counts/100l	
• E. coli	counts/100ml	
• Faecal coliforms	counts/100ml	
• Faecal streptococci	counts/100ml	
• Total coliforms	counts/100ml	
• Vibrio species		
• Cholera Toxicogenic Species (Detection)		

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR PROSECUTION SAMPLE
• **BIOLOGICAL CONSTITUENTS:**		
• Algal Identification	Identified Algal Species	
• Chlorophyll a	mg/l or µg/l	
• Microcystin (ELISA test)	µg/l	
• **GENERAL ORGANIC CONSTITUENTS:**		
• Dissolved Organic Content as C (DOC)	mg/l	
• Total Organic Content (TOC)	mg/l	

ITEM #2		
CONSTITUENT/ PARAMETER	**UNIT**	**PRICE FOR PROSECUTION SAMPLE**
PARAMETERS FOR SOIL ANALYSES:		
• Same variables as in Item#1		
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•		
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•		
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•		
•		
•		

ITEM #3		
CONSTITUENT/ PARAMETER	**UNIT**	**PRICE FOR PROSECUTION SAMPLE**

ORGANIC CONSTITUENTS:		
• Soap, Oil and grease	mg/l	
Trihalomethanes (THMs)		
• Chloroform	µg/l	
• Bromoform	µg/l	
• Bromodichloromethane	µg/l	
• Dibromochloromethane	µg/l	
Pesticides		
• Atrazine	µg/l	
• Endosulfan alpha	µg/l	
• Endosulfan beta		
• Endosulfan SO4	µg/l	

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR PROSECUTION SAMPLE
PARAMETERS IN ESTUARINE WATER:		
Ammonia as N	mg/l	
• Chlorophyll a	mg/l or µg/l	
• E. coli	counts/100ml	
• Enterococci	counts/100ml	
• Nitrate + nitrite as N	mg/l	
• Nitrate as N	mg/l	
• Nitrite as N	mg/l	
• Orthophosphate as P	mg/l	
• Silica	mg/l	
•		

SIGNATURE OF BIDDER.....DATE.....

ANNEXURE B: LIMIT OF DETECTION (LOD) and/or METHODS

Typical achievable detection limits must be provided. Indicate the analytical method used and whether analysis is done in-house or by use of a subcontractor.

CONTITUENT/ PARAMETER	Required LOD	Method LOD	METHOD	LABORATORY (IN-HOUSE/SUBCONTRACTOR)
ITEM 1				
GROUP 1.1				
•				
GENERAL INORGANIC CONSTITUENTS				
• Ammonia as N	<0.1 mg/l			
• Chloride (Cl^-)	<5 mg/l			
• Calcium (Ca)	<5 mg/l			
• Chemical Oxygen Demand (COD)	<10mg/l			
• Colour				
• Corrosive Index	N/A			
• Dissolved Oxygen (DO)	N/A			
• Dissolved solids	<10mg/l			
• EC (Electrical Conductivity)	<5 mS/m			
• Fluoride (F)	<0.05 mg/l			
• Magnesium (Mg)	<5 mg/l			
• Nitrate + nitrite as N	<0.5 mg/l			
• Nitrate as N				
• Nitrite as N				
• Odour				
• Orthophosphate as P	<0.02 mg/l			
• Oxygen Absorbed (OA)				

• pH (measured with a glass electrode)	2-12			
• Potassium (K)	<5 mg/l			
• Silicates as Si	<1 mg/l			
• Sodium (Na)	<5 mg/l			
• Sodium Adsorption Ratio				
• Sulphate (SO_4^{2-})	<5 mg/l			
• Suspended solids	<5 mg/l			
• Taste	N/A			
• Total Alkalinity	<10 mg/l			
• Total Dissolved Salts (TDS)	<20 mg/l			
• Total Hardness	N/A			
• Total Kjeldahl Nitrogen	<0.2 mg/l			
• Total phosphate as P	<0.1 mg/l			
• Turbidity	0.1NTU			

CONTITUENT/ PARAMETER	**Required LOD**	**Method LOD**	**METHOD**	**LABORATORY (IN-HOUSE/SUBCONTRACTOR)**
ITEM 1				
TRACE METALS (DISSOLVED)				
• Aluminium (Al)	<20 ug/l			
• Antimony (Sb)	<10 ug/l			
• Arsenic (As)	<10 ug/l			
• Beryllium (Be)	<300 ug/l			
• Boron (B)	<10 ug/l			
• Cadmium (Cd)	<10 ug/l			
• Chromium (Cr) (Cr^{3+} and Cr^{6+})	<10 ug/l			
• Chromium (Cr^{6+}) or Hexavalent Chromium	<2ug/l			
• Cobalt (Co)	<10 ug/l			

• Copper (Cu)	<5 ug/l			
• Iron (Fe)	<20 ug/l			
• Lead (Pb)	<20 ug/l			
• Lithium (Li)	<25 ug/l			
• Manganese (Mn)	<20 ug/l			
• Mercury (Hg)	<10 ug/l			
• Molybdenum (Mo)	<10 ug/l			
• Nickel (Ni)	<10 ug/l			
• Selenium (Se)	<10 ug/l			
• Strontium (Sr)	<10 ug/l			
• Tin (Sn)	<10 ug/l			
• Uranium (U)	<10 ug/l			
• Vanadium (V)	<10 ug/l			
• Zinc (Zn)	<20 ug/l			

DISINFECTANTS AND TOXIC ANIONS:				
• Cyanide (total)				
• Recoverable Cyanide as CN^-				
• Free available chlorine				
• Residual Chlorine				
• Monochloramine				
MICROBIOLOGICAL CONSTITUENTS:				
• E. coli				
• Faecal coliforms				
• Total coliforms				
• Vibrio species				

BIOLOGICAL CONSTITUENTS:				
• Algal Identification	N/A			
• Biological Oxygen Demand (BOD)				
• Chlorophyll a	<2 ug/l			
• Microcystin (ELISA test)	<2 ug/l			
•				
GENERAL ORGANIC CONSTITUENTS:				
• Dissolved Organic Content as C (DOC)				
• Total Organic Content (TOC)				
• E. coli				
• Vibrio species				

CONTITUENT/ PARAMETER	**Required LOD**	**Method LOD**	**METHOD**	**LABORATORY (IN-HOUSE/SUBCONTRACTOR)**
ITEM 2				
PARAMETERS FOR SOIL ANALYSES:				
• Same as Item#1				
•				
•				
•				
• Water soluble cations of a saturation				
CONTITUENT/ PARAMETER	**Required LOD**	**Method LOD**	**METHOD**	**LABORATORY (IN-HOUSE/SUBCONTRACTOR)**
ITEM 3				

ORGANIC CONSTITUENTS:				
• Soap, Oil and grease				
	ug/l	**ug/l**		
Pesticides				
• Atrazine	0.01			
• Endosulfan aplha	0.01			
• Endosulfan beta	0.01			
• Endosulfan SO_4	0.01			
• Endrin	0.01			

ITEM4				
PARAMETERS IN ESTUARINE WATER:				
• Ammonia as N	<0.02mg/l			
• Chlorophyll a	<2 ug/l			
• E. coli				
• Enterococci				
• Nitrate + nitrite as N	<0.02mg/l			
• Nitrate as N	<0.02mg/l			
• Nitrite as N	<0.02mg/l			
• Orthophosphate as P	<0.02mg/l			
• Silica	<1mg/l			

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ANNEXURE C: ANALYTICAL CAPACITY

The present analytical capacity should be given in terms of the number of completed analyses that can be handled per month:

CONTITUENT/ PARAMETER	MONTHLY ANALYTICAL AND SPARE CAPACITY	MEDIA (Soil, Water, other)
ITEM 1		
GENERAL INORGANIC CONSTITUENTS		
• Ammonia as N		
• Chloride (Cl^-)		
• Calcium (Ca)		
• Chemical Oxygen Demand (COD)		
• Colour		
• Corrosive Index		
• Dissolved Oxygen (DO)		
• Dissolved solids		
• EC (Electrical Conductivity)		
• Fluoride (F)		
• Magnesium (Mg)		
• Nitrate + nitrite as N		
• Nitrate as N		
• Nitrite as N		
• Orthophosphate as P		
• Total phosphate as P		
• Odour		
• Orthophosphate as P		
• Oxygen Absorbed (OA)		
• pH (measured with a glass electrode)		
• Potassium (K)		
• Silicates as Si		
• Sodium (Na)		
• Sodium Adsorption Ratio		
• Sulphate (SO_4^{2-})		
• Suspended solids		
• Taste		
• Total Alkalinity		
• Total Dissolved Salts (TDS)		
• Total Hardness		
• Total Kjeldahl Nitrogen		
• Total phosphate as P		
• Turbidity		

CONTITUENT/ PARAMETER	MONTHLY ANALYTICAL AND SPARE CAPACITY	MEDIA (Soil, Water, other)
TRACE METALS (DISSOLVED)		
• Aluminium (Al)		
• Antimony (Sb)		
• Arsenic (As)		
• Beryllium (Be)		
• Boron (B)		
• Cadmium (Cd)		
• Chromium (Cr) (Cr^{3+} and Cr^{6+})		
• Chromium (Cr^{6+}) or Hexavalent Chromium		
• Cobalt (Co)		
• Copper (Cu)		
• Iron (Fe)		
• Lead (Pb)		
• Lithium (Li)		
• Manganese (Mn)		
• Mercury (Hg)		
• Nickel (Ni)		
• Selenium (Se)		
• Strontium (Sr)		
• Tin (Sn)		
• Uranium (U)		
• Vanadium (V)		
• Zinc (Zn)		
DISINFECTANTS AND TOXIC ANIONS:		
• Cyanide (total)		
• Recoverable Cyanide as CN^-		
• Free available chlorine		
• Residual Chlorine		
• Monochloramine		
MICROBIOLOGICAL CONSTITUENTS:		
CONTITUENT/ PARAMETER	**MONTHLY ANALYTICAL AND SPARE CAPACITY**	**MEDIA (Soil, Water, other)**
• E. coli		

• Faecal coliforms		
• Total coliforms		
• Vibrio species		
BIOLOGICAL CONSTITUENTS:		
• Algal Identification		
• Biological Oxygen Demand (BOD)		
• Chlorophyll a		
• Microcystin (ELISA test)		
GENERAL ORGANIC CONSTITUENTS:		
• Dissolved Organic Content as C (DOC)		
• Total Organic Content (TOC)		
ITEM 2		
PARAMETERS FOR SOIL ANALYSES:		
• None		

CONTITUENT/ PARAMETER	MONTHLY ANALYTICAL AND SPARE CAPACITY	MEDIA (Soil, Water, other)
• P-extraction (Bray1 or Bray 2)		
• Nitrogen determination		
• Extractable boron		
• Total fluoride		
• Water soluble cations of a saturation extract		
ITEM 3		
ORGANIC CONSTITUENTS:		
• Soap, Oil and grease		
Pesticides		
• Atrazine		
CONTITUENT/ PARAMETER	**MONTHLY ANALYTICAL AND SPARE CAPACITY**	**MEDIA (Soil, Water, other)**
• Endosulfan alpha		
• Endosulfan beta		
• Endosulfan SO_4		

CONTITUENT/ PARAMETER	MONTHLY ANALYTICAL AND SPARE CAPACITY	MEDIA (Soil, Water, other)
ITEM 4		
PARAMETERS IN ESTUARINE WATER:		
• Ammonia as N		
• Chlorophyll a		
• E. coli		
• Enterococci		
• Nitrate + nitrite as N		
• Nitrate as N		
• Nitrite as N		
• Orthophosphate as P		
• Silica		

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ANNEXURE D: QUESTIONNAIRE

If the information required in respect of each item cannot be inserted in the space provided, additional information may be provided on a separate sheet of paper with a suitable reference to the questionnaire number concerned.

1. QUESTIONNAIRE	2. REPLY (YES/NO where necessary specify)
3. Are the prices quoted firm for the full period of the contract? (i.e., no adjustments as per paragraphs 17.1 of General Conditions of Contract.	
4. If the Analytical Service Provider prices are not firm for the full period, provide details against the appropriate category (i.e) below: • Semi-firm prices are linked to statutory adjustments. (As per paragraphs 17.1 of General Conditions of Contract.) • Non-firm prices, i.e., prices linked to other proven adjustments (as per paragraphs 17.1 of General Conditions of Contract.) • Prices linked to fixed period adjustments. • Prices linked to escalation formula adjustments (as per paragraphs 17.1 of General Conditions of Contract.)	
5. Are the analytical methods fully documented?	
6. Are your analytical methods accredited?	
7. Are full records of analytical data kept for at least five years?	
8. Does the analyst in charge of the laboratory have at least five years' experience in analytical work?	
9. Does the laboratory supervisor have applicable qualifications?	
10. What is the present analytical capacity per month?	
11. What is the turnaround time between submission of samples, and provision of the analytical report?	
12. Is an example of your analytical report attached?	
13. Are details attached regarding the safe disposal of your waste?	
14. Is documented proof of the analytical performance attached?	
15. Is a fully documented description of the analytical methods attached?	
16. Is documented proof of quality control procedures attached?	
17. Are curriculum vitae of Technical Signatories attached?	
18. Are examples of an affidavit and form to establish chain of custody attached?	
19. Is Annexures A-D completed as specified?	
20. Is section 4 completed as specified?	
21. List any other attachments not specified above.	

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