



**REQUEST FOR BID**

**BID NUMBER W11253**

**Establishment of a Database for Provision of Laboratory Services to Conduct Water Quality Analysis for Surface, Ground, Drinking and Waste Water Samples for a Period of 36 Months on an as when needed Basis**

CLOSING DATE:  
**14 November 2017**

CLOSING TIME:  
**11:00 am**

**Compulsory Briefing Session**

**Date:** 01 November 2017

**Time:** 10:00 am

**Venue:** Department of Water and Sanitation  
Roodeplaat Auditorium (RQIS)  
Roodeplaat Dam  
Pretoria

**SUBMIT TENDER DOCUMENT**

**TO**

POSTAL ADDRESS:  
DIRECTOR-GENERAL: WATER AND  
SANITATION  
PRIVATE BAG X 313  
PRETORIA,0001

**OR**

**TO BE DEPOSIT IN:**  
THE TENDER BOX AT THE ENTRANCE  
OF ZWAMADAKA BUILDING  
157 FRANCIS BAARD STREET  
(FORMERLY SCHOEMAN STREET)  
PRETORIA,0002

**TENDERER:** (Company address and stamp)

## TABLE OF CONTENTS

1	INVITATION TO BID (SBD 1).....	3-4
2	DECLARATION OF INTEREST (SBD 4).....	85-8
3	PREFERENCE POINTS CLAIM FORM (SBD 6.1).....	9-13
4	DECLARATION OF BIDDER'S PAST SCM PRACTICES (SBD8).....	14-15
5	CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9).....	16-18
6	GENERAL CONDITIONS OF CONTRACT.....	19-31
7	SPECIAL CONDITION OF CONTRACT.....	32-33
8	BEE REPORTING.....	34
9	TERMS OF REFERENCE AND EVALUATION CRITERIA ( ).....	335-46
10	DETERMINATION REPORTING UNITS AND PRICING (ANNEXURE A).....	1-13
11	DETECTION LIMITS AND OR METHODS (ANNEXURE B).....	14-25
12	ANALYTICAL CAPACITY (ANNEXURE C).....	1-7
13	DIRECTIONS TO ROODPLAAT DAM.....	8-10

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DWS

BID NUMBER: **W11253** CLOSING DATE: **14 November 2017**

CLOSING TIME: **11:00**

**DESCRIPTION: Establishment of a Database for Provision of Laboratory Services to Conduct Water Quality Analysis fo Surface, Ground, Drinking and Waste Water Samples for a Period of 36 Months on an as when needed Basis**

**The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).**

BID DOCUMENTS MAY BE POSTED TO:

Private Bag x313,  
Pretoria,  
0001

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Tender Box, Zwamadaka Building  
157 Francis Baard Street (Formerly Schoeman),  
Pretoria  
0001

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE ..... NUMBER.....

E-MAIL ADDRESS.....

VATREGISTRATIONNUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);OR.....☐

A REGISTERED AUDITOR .....☐  
[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER:.....

DATE:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

---

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Department: Department of Water and Sanitation**

**Contact Person: Mr. Syabonga Gwamanda**

**Tel: 012 336 6611**

**Fax: 086 459 0176**

**E-mail address: [gwamandas@dws.gov.za](mailto:gwamandas@dws.gov.za)**

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person: Thembi Mthombeni or Ntombizodwa Bila-Mupariwa**

**Tel: 012 808 9619 or 021 941 6089**

**E-mail address: [mthombenit2@dws.gov.za](mailto:mthombenit2@dws.gov.za) or [bilamupariwan@dws.gov.za](mailto:bilamupariwan@dws.gov.za)**

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - Identity Number:.....
  - 2.2 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....
  - 2.3 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....
  - 2.4 Tax Reference Number:.....
  - 2.5 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder,  
 aware of any relationship (family, friend, other) between  
 any other bidder and any person employed by the state  
 who may be involved with the evaluation and or adjudication  
 of this bid?

YES/NO

2.10.1If so, furnish particulars.

.....

.....

.....

2.11Do you or any of the directors / trustees / shareholders / members  
 of the company have any interest in any other related companies  
 whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

.....

.....

3            **Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

**4     DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I  
ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD  
THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to ~~exceed/not exceed~~ R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
<b>Total points for Price and B-BBEE must not exceed</b>	

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 

1)	level certificate issued by an authorized body or person;	B-BBEE	Status
2)	prescribed by the B-BBEE Codes of Good Practice;	A sworn affidavit as	
3)	requirement prescribed in terms of the B-BBEE Act;	Any	other
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

#### 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

#### 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?  
(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to

the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- a. abused the institution's supply chain management system;
- b. committed fraud or any other improper conduct in relation to such system; or
- c. failed to perform on any previous contract.

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

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT.**

## **NOTES**

**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 compile 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the 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 ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “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](http://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) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) A cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance

obligations under the contract, including any warranty obligations, unless otherwise specified 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 final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.



- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

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

Js GCC (revised July 2010)

### 35. SPECIAL CONDITIONS OF CONTRACT

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 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.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 4, SBD 6.1 or 6.2, SBD 8, SBD 9 and SCC**)
- 35.5 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.
- 35.6 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
- 35.7 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.10 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.11 All bid documents should be hand delivered and deposited in to 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 Department.
- 35.12 Only signed, original documents will be accepted.



**36. 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

\_\_\_\_\_  
Witness Name & Surname:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Address (Physical):

**TRADING NAME:**\_\_\_\_\_

**CONTACT PERSON:**\_\_\_\_\_

**CONTACT NUMBER:** \_\_\_\_\_

**CLOSING DATE:**\_\_\_\_\_



# water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

**This template must be completed by the bidder**

TENDER NUMBER		
SERVICE /PROJECT DESCRIPTION		
NAME OF BIDDER		
TENDER AMOUNT		
BBBEE LEVEL		
<b>COMPANY'S COMPOSITION OF EXISTANCE</b>		
	% OWNERSHIP	TOTAL NUMBER
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		
<b>PARTICIPATION IN PROJECT IMPLEMENTATION</b>		
	TOTAL NUMBER	LEVEL OF PARTICIPATION (eg Project Management, Technical, Administrative)
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		

*Please note that this information is for reporting purposes only, and will not prejudice the company in anyway nor will it be considered as an evaluation tool.*

Name:.....

Position:.....

Signature:.....Date:.....

## **Terms of References**

**ESTABLISHMENT OF A DATABASE FOR THE PROVISION OF LABORATORY  
SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR  
SURFACE, GROUND, DRINKING AND WASTE WATER SAMPLES FOR A PERIOD OF 36  
MONTHS ON AN AS AND WHEN NEEDED BASIS.**

## **CONTENTS**

1. INTRODUCTION
2. GENERAL DETAILS OF BID
3. QUALITY REQUIREMENTS & QUALITY CONTROL
4. GENERAL REQUIREMENTS & REPORTING FORMAT
5. REQUIREMENTS FOR PROSECUTION SAMPLES
6. QUANTITY OF SAMPLES TO BE ANALYSED DURING CONTRACT PERIOD
  - 6.1 EXAMPLE OF SAMPLES TAKEN AND PARAMETERS TESTED
7. CONTRACT AND INVOICES
8. FURTHER INFORMATION

## **ANNEXURES**

- **A:** DETERMINANTS, REPORTING UNITS AND PRICING
- **B:** DETECTION LIMITS & METHODS
- **C:** ANALYTICAL CAPACITY

## 1. INTRODUCTION

The quality of fresh water in South Africa is under increasing pressure due to growing pollution and problems regarding waste water management. In order to mitigate the serious impact of this trend on the national economy, environment, health and social spheres of communities, the Department Water and Sanitation (DWS) is implementing a number of national strategies, e.g. regionally based integrated water quality management, a Waste Discharge Charge System, comprehensive Compliance Monitoring and Enforcement actions and a clean up on the authorisation environment through validation and verification programmes. A cornerstone of this approach is adequate capability to monitor the variations and trends of the quality of water in various aspects of chemical and biological contamination of water. Effective monitoring in turn is wholly dependent on the certified, quick and reliable analysis of water samples taken at designated sites across the country.

DWS has the mandate to protect water resources and ensure its fitness for use; and to regulate through compliance monitoring and enforcement. DWS monitors the drinking water compliance through the Blue Drop programme and wastewater (raw and final effluent) using the Green Drop programme. Compliance monitoring is also done for both surface and groundwater where license conditions need to be met. Samples are routinely taken monthly (in some cases weekly) from sampling sites and submitted to the SANAS accredited laboratory for analysis. Laboratories that are not accredited for analyses are required to participate in a recognised Proficiency Testing Scheme (PTS) to provide evidence that the results generated are accurate and that the performance of and quality of the laboratory are at the required standard. The PTS is also an independent evaluation of the laboratorys reported results.

DWS is running various National and Regional Water Quality monitoring programmes that are structured to ensure the frequency of sampling is maintained. Currently, the bulk of the National Water Quality Monitoring Programme samples are analysed at the Resource Quality Information Services (RQIS) laboratories.. Unfortunately the RQIS laboratories do have their own challenges resulting in backlogs from time to time and data not available on time. Samples for the Microbiology and Toxicity testing need to be at the laboratory within 24 hours and thus RQIS laboratories can only analyse samplings that can meet this requirement. This factor make it important to have laboratory facilities in the regions to enable these analyses to be performed within the allowed timeframe.DWS regions also do need laboratory services for the type of samples that they need to get analysed to be able to ensure effective catchment management, drinking water quality, compliance monitoring and enforcement. It is therefore important to have laboratories that are running well in the provinces to provide services to DWS regional offices different components or sections such as Water Quality Management, Water Quality Planning, Water Services and Compliance Monitoring and Enforcement.

The parastatal laboratories that were approved by the department to assist with the water quality analyses in the regions were not effective due to a number of issues such as the laboratories could not perform all the required tests; not being accredited and some were too far away to be reached within a specified time for specific sample types. The analytical service provider must have functioning International Organisation for Standardisation (ISO)/ South African National Standard (SANS)17025:2005 accredited laboratory facilities with which to do basic, specialised and complex water quality analyses located within the region/province or in close proximity to the region/province. Other specialist laboratories or accredited sub contract laboratories, may be used by the laboratory service provider for variables that are not performed by their laboratories **and do not** form part of routine sample variables. Such an arrangement should be authorized by the Department on a case by case bases should such need arise.

## GENERAL DETAILS OF BID

- 2.1 In order to be awarded the contract for one or all the items, the Service provider must:
- have an ISO/SANS-17025:2005 accredited laboratory and this must include laboratory facilities to do basic, specialised and complex water, waste water 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 in a position 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 necessary to do so and with DWS 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 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 Service provider must complete **Section 4** and **Annexure A to D**.
- 2.4 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/SANS17025:2005 accredited by a recognised authority for all the constituents.
- 3.2 If the laboratory is not accredited the laboratory need 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 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 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 C**. Should it be different for different types of media, please use separate copies of **Annexure C** 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 of 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 laboratory staff must be submitted to the Department, and the Department 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.
  - For Microbiological analysis the laboratory supervisor must have an applicable qualification in Microbiology.
  - For Organic Chemistry analysis the laboratory supervisor must have an applicable qualification in Organic Chemistry
  - For Radioactivity analysis the laboratory supervisor must have an applicable qualification in Radio chemistry or Physics.
- 3.7 Laboratory facilities must be open for inspection by the DWS 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.

#### 4. GENERAL REQUIREMENTS & REPORTING FORMAT

##### SPECIFICATIONS

##### GENERAL REQUIREMENTS AND REPORTING FORMAT

Please state clearly whether, you the 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 Does the Service provider have a laboratory in ( <i>Region/ Province</i> ) or close proximity thereto.  If YES, indicate for which Regions is the Service provider able to provide the specified service	Yes/No
4.2a Is your laboratory participating in an accredited/recognised Proficiency Testing Scheme (PTS)	Yes/No
4.2 b If yes, list the PTS participated in for the different analyses requirement and provide evidence of successful participation and score evaluation.	Yes/No
4.3 Do you comply with the quality requirements and have accredited methods and quality control procedures as specified in <b>Section 3</b> ?	Yes/No
4.4 The Service provider will not be allowed to change the method of analysis during the contracted period; unless the standard has changed.	Agreed/ Not Agreed
4.5 Has the Service provider completed Annexure A to E?	Yes/No
4.6 Can your laboratory perform the following tests?	Yes/No
a) Fresh water samples ( Surface river and groundwater)	Yes/No
b) Estuarine water samples	Yes/No
c) Waste Water samples (Final and Raw)	Yes/No
d) Solid wastes or soils	Yes/No
e) Leachate from solid waste sites,	Yes/No
f) Any other environmental samples types that can be handled; such	Yes/No

as plant, animal tissue and cloth, etc.	
4.7 Service provider must indicate for which item list as per the below list are they bidding for.	
a) Item 1 (Compulsory groups from Group 1.1- 1.6)	Yes/No
b) Item 2	Yes/No
c) Item 3	Yes/No
d) Item 4	Yes/No
e) Item 5	Yes/No
4.8 Is the Service provider prepared to analyse emergency samples after normal office hours?	Yes/No
4.9 Is the Service provider prepared to analyze samples for prosecution purposes as required in <b>Section 5</b> ?	Yes/No
4.10 The analytical report must supply representative (typical) confidence limits and limit of detection for each method.	Agreed/ Not Agreed
4.11 Did the Service provider attach an example of their analytical report, together with any applicable statements that are normally given thereon?	Yes/No
<p>4.12 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).</p> <ul style="list-style-type: none"> <li>➤ The 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.</li> <li>➤ Analysis method information used by the laboratories.</li> <li>➤ Registration of samples which is delivered directly to the laboratories.</li> <li>➤ Capturing of the results using an acceptable procedure described below</li> </ul> <p>Data deemed for the Blue or Green Drop system need to provided in an electronic format that can be imported to the system or manually captured</p> <p><b>Methods available on WMS to capture water quality data:</b></p> <ul style="list-style-type: none"> <li>• A person can manually type in results on WMS.</li> <li>• 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</li> </ul> <p><a href="http://www.dwa.gov.za/iwqs/wms/import/CaptureWQ.aspx">http://www.dwa.gov.za/iwqs/wms/import/CaptureWQ.aspx</a></p> <ul style="list-style-type: none"> <li>• Web-enabled data capturing tool was developed to enable external data users to capture data.</li> </ul> <p>Interface between the Lab system and WMS for importing the data.</p>	<p>Yes/No</p> <p>Agreed/ Not Agreed</p> <p>Agreed/ Not Agreed</p>
4.13 For after hours and emergency analyses, the laboratories should supply telephone numbers of contact persons for receiving emergency samples for analyses. The laboratory should be accessible for 24 hours when required	Agreed/ Not Agreed
4.14 Should there be a price difference between normal and emergency samples; the Service provider must include the price list for emergency samples in the same format as Annexure B as an attachment.	Agreed/ Not Agreed



4.15 Invoices for payment must be issued on a monthly basis	Agreed/ Not Agreed
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4.16 In the case of samples for microbiological constituents the laboratory must be prepared to supply pre-sterilized sample containers, and the cost thereof must be indicated on an attachment.	Agreed/ Not Agreed
4.17 For the chemical constituents the laboratory must indicate whether it is prepared to supply sample bottles and /or preservatives. The cost thereof should be indicated on an attachment.	Agreed/ Not Agreed
4.19 Water samples may be preserved with mercury (II) chloride/ H <sub>2</sub> SO <sub>4</sub> esp where nutrient analysis is required. The laboratory must have a contract to dispose of their wastes on a permitted hazardous waste site. (Please attach details). The Service provider must include any costs quoted for the analysis.	Agreed/ Not Agreed
4.20 The laboratory is invited to indicate any additional features not included above which are deemed advantageous. Costs thereof should be specified and indicated on an attachment.	Additional Features/None
4.21 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 E. Should it be different for different types of media, please use separate copies of Annexure E for each medium.	Agreed/ Not Agreed
4.22 Laboratory facilities must be open for inspection by the Department of Water and Sanitation, prior to, as well as after signing of the contract.	Agreed/ Not Agreed
4.23 The Service provider / Analytical Service provider need to supply the Proficiency Testing Scheme (PTS) results every 6 months to DWS to ensure that the results produced are accurate.	Agreed/ Not Agreed

## 5. REQUIREMENTS FOR OPTIONAL PROSECUTION SAMPLES

Please state clearly whether, you the 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 a 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 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 Service provider must be prepared to follow the instructions of the department as to the custody of the containers prior to and during the analysis.	Agreed/ Not Agreed
5.3 The Service provider must attach examples of the affidavit issued for prosecution purposes including the form issued to establish the chain of custody.	Agreed/ Not Agreed
5.4 The 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 Department of Water and Sanitation, or the Department of Justice and in all cases where an affidavit has been submitted and the matter proceeds to trial. Hourly rates for court appearances must be specified.	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 Department and where necessary to be handed in as evidence to the court. Attach an example.	Agreed/ Not Agreed
5.6 Procedures must be implemented whereby routine samples are kept	Agreed/ Not

separate from prosecution samples.	Agreed
5.7 Prosecution samples are to be kept in a locked fridge.	Agreed/ Not Agreed
5.9 Are the same quality requirements applicable as set out under section: <i>Quality requirements and quality control?</i>	Yes/No

## 6. QUANTITY OF SAMPLES TO BE ANALYSED DURING CONTRACT PERIOD

Below are the routine samples to be submitted on a monthly basis. The Service provider must indicate the competency to conduct analysis as per annexure A and provide a quotation for all the variables as per annexure B

Table 6.1.1: **Water Treatment Works and point of use**

Variables	Number/ month	Period (months)
Ecoli (counts/100ml)		
Free chlorine		
pH (at 25°C)		
Conductivity (at 25°C) (mS/m)		
Turbidity (NTU)		
Langelier Saturation Index		
Total Alkalinity (as CaCO <sub>3</sub> )		
Total Hardness (as CaCO <sub>3</sub> )		
Iron Fe		
Aluminium (Al)		
Manganese (Mn)		

Table 6.1.2: **Wastewater Treatment Works**

Variables	Number/ month	Period (months)
Ecoli microbiological analyses		
pH (at 25°C)		
Conductivity (at 25°C) (mS/m)		
Suspended Solids (SS in mg/l)		
Chemical Oxygen Demand (COD in mg/l)		
Nitrate , Nitrite (mg/l)		
Ammonia (NH <sub>4</sub> in mg/l)		
Orthophosphate (PO <sub>4</sub> in mg/l)		

Table 6.1.3 **Rivers, Dams & Ground Water**

Variables	Number/ month	Period (months)
E. coli (counts/100ml)		
free chlorine		
pH (at 25°C)		
Conductivity (at 25°C) (mS/m)		
Turbidity (NTU)		
Total Alkalinity (as CaCO <sub>3</sub> )		
Total Hardness (as CaCO <sub>3</sub> )		
Iron Fe		
Aluminium (Al)		
Manganese (Mn)		
Chlorophyll a		

**NB: The quantity of samples to be analyzed per month is subject to change due to other circumstances.**

## **7. SELECTION OF A GROUP TO PARTICIPATE ( PLEASE TICK)**

ITEM GROUPING	SAMPLE DESCRIPTION		
	ROUTINE	EMERGENCY	PROSECUTION
ITEM1			
ITEM 2			
ITEM 3			
ITEM 4			

## **8. CONTRACT AND INVOICES**

The term contract is for 36 months period.

- **The Service provider will be required to submit invoices only on work allocated at a particular time and all payments will be made upon accepted/approved deliverables being completed.**

## **9. Administrative Compliance**

Please note that all bidders must comply with the following administrative compliance

No.	Name of the document that must be submitted	Requirements
1	Invitation to bid –SBD 1	Please complete and sign the supplied proforma document.
2	Registration with Central Supplier Database as per National Treasury SCM Instruction 4 of 2015/17 par 5.2	Attach proof of print out as proof of registration or supplier number.
3	Declaration of Interest–SBD 4	Please complete and sign the supplied proforma document.
4	Preference Point Claim Form–SBD6.1	Non-submission will lead to a zero score on BEE.
5	Declaration of Bidder's Past Supply Chain Management Practices–SBD8	Please complete and sign the supplied proforma document.
6	Certificate of Independent Bid Determination –SBD 9	Please complete and sign the supplied proforma document.
7	BBBEE certificate	Non-submission will only lead to a zero score on BEE and not a disqualification.

## **10 EVALUATION CRITERIA**

DWS will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act. No.5 of 2000 (PPPFA).A copy of the PPPFA regulations can be downloaded from [www.treasury.gov.za](http://www.treasury.gov.za).

**Phase 1: Mandatory compliance (if not complied with bid will be disqualified)**

**Phase 2: Functional / Technical Evaluation**

### 10.1 PHASE 1: MANDATORY COMPLIANCE:

Bidders that do not comply with one or more requirements below will be eliminated / disqualified.

Aspects	Description
<b>MANDATORY COMPLIANCE</b>	<ul style="list-style-type: none"><li>ISO-17025 accredited laboratory or participation on approved proficiency testing scheme and this must include laboratory facilities to do basic water and waste water analyses.</li></ul> <p>Submit accredited certified copy of certification of Laboratory ISO/SANS-17025:2005</p>
	<ul style="list-style-type: none"><li>Attendance of Compulsory Briefing session (Attach Briefing certificate)</li></ul>
	<ul style="list-style-type: none"><li>Provision of Item 1 grouping 1.1 to 1.6 (As per Annexure A</li></ul>

### 10.2 PHASE 2: FUNCTIONAL/TECHNICAL CRITERIA:

Technical Criteria totaling out of 100 with a qualification threshold of 70% for further consideration:

VALUES: 1 Poor..... 2 Average..... 3 Good..... 4 Very Good.... 5 Excellent

CRITERIA	WEIGHT
<p><b>QUALIFICATIONS OF THE ANALYST / LABORATORY SUPERVISOR IN THE FOLLOWING:</b></p> <ul style="list-style-type: none"><li>For Chemical analysis the laboratory supervisor must have an applicable qualification in Chemistry.</li><li>For Microbiological analysis the laboratory supervisor must have an applicable qualification in Microbiology.</li><li>For Organic Chemistry analysis the laboratory supervisor must have an applicable qualification in Organic Chemistry</li><li>For Radioactivity analysis the laboratory supervisor must have an applicable qualification in Radio chemistry or Physics.</li></ul> <p>Qualification should be of a university degree or university of technology diploma</p> <p><b>EXPERIENCE OF THE ANALYST / LABORATORY SUPERVISOR</b></p> <p>The analyst in charge of the laboratory should have at least five years' experience in analytical work.</p> <p><b>NB:</b> The Curriculum Vitae (CVs) of the laboratory staff must be submitted including the Supervisors</p>	<b>35</b>
<p><b>COMPANY PROFILE WITH EXPERIENCE OF A COMPANY, YEARS OF OPERATION,REFERENCE LETTERS OF COMPLETED WORK IN THE FIELD MUST BE ATTACHED</b></p> <p>A total of three (3) reference letters for completed works (from previous or current clients) is required; the letters should be signed by an official at managerial level and above. Failure to satisfy this requirement will not be scored for these criteria. Number of years of experience shall be allocated values as follows:</p> <ul style="list-style-type: none"><li>0 to 1 year = 1</li><li>2 to 3 years = 2</li><li>4 to 5 years = 3</li><li>6 to 7 years = 4</li></ul>	<b>35</b>

• 8 years & above = 5	
<b>STANDARD OPERATING PROCEDURES MUST BE PROVIDED</b>	
SOP must include content of SOP, demonstration and turnaround times	10
<b>DETAILED PLAN HOW WOMEN AND YOUTH WILL PARTICIPATE IN THIS PROJECT</b>	10
<b>FACILITIES INSPECTION</b>	10
<b>TOTAL</b>	<b>100</b>

**NOTE: All service providers who meet all the requirements in terms of phase 2 above, will be enlisted to the list of the panel of Service Providers. The service providers as listed on the panel will be approached and submit quotation.**

## 11 FURTHER INFORMATION

### **For technical information contact:**

Contact person Ntombizanele Mary Bila- Mupariwa or Thembi Mthombeni

Telephone number 021 941 6089 or 012 808 9619

E-mail: bila-mupariwa@[dwa.gov.za](mailto:bila-mupariwa@dwa.gov.za) or mthombenit2@dws.gov.za

### **For SCM related information contact:**

Contact Person: Syabonga Gwamanda

Telephone Number: 012 336 6611

Email : [gwamandas@dws.gov.za](mailto:gwamandas@dws.gov.za)



**ANNEXURE A: DETERMINANTS, REPORTING UNITS AND PRICING(INCLUDING VAT)****ITEM #1**

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE	PRICE FOR PROSECUTION SAMPLE
<b>GROUP 1.1</b>			
<b>GENERAL INORGANIC CONSTITUENTS</b>			
• Ammonia as N	mg/l		
• Chloride (Cl <sup>-</sup> )	mg/l		
• Calcium (Ca)	mg/l		
• Chemical Oxygen Demand (COD)	mg O <sub>2</sub> /l		
• Colour	mg/l Pt		
• Corrosive Index	none		
• Dissolved Oxygen (DO)	mg/l		
• Dissolved solids	mg/l		
• EC (Electrical Conductivity)	mS/m at 25°C		
• 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 ROUTINE SAMPLE	PRICE FOR PROSECUTION SAMPLE
• Sodium Adsorption Ratio	SAR units		
• Sulphate ( $\text{SO}_4^{2-}$ )	mg/l		
• Suspended solids	mg/l		
• Taste	FTN		
• Total Alkalinity	mg $\text{CaCO}_3$ /l		
• Total Dissolved Salts (TDS)	mg/l		
• Total Hardness	mg $\text{CaCO}_3$ /l		
• Total Kjeldahl Nitrogen	mg/l		
• Total phosphate as P	mg/l		
• Turbidity	NTU		



CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE	PRICE FOR PROSECUTION SAMPLE
<b>GROUP 1.2 a</b>			
<b>TRACE METALS (DISSOLVED)</b>			
• 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 <sup>3+</sup> and Cr <sup>6+</sup> )	mg/l or µg/l		
• Chromium (Cr <sup>6+</sup> ) 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		
• Nickel (Ni)	mg/l or µg/l		
• Molybdenum (Mo)	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		
<b>Price when full analysis group 1.2a request for a sample</b>			

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE	PRICE FOR PROSECUTION SAMPLE
<b>GROUP 1.2 b</b>			
• <b>TRACE METALS (ACID SOLUABLE)</b>			
• 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 <sup>3+</sup> and Cr <sup>6+</sup> )	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		
<b>Price when full analysis group 1.2b request for a sample</b>			

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE	PRICE FOR PROSECUTION SAMPLE
<b>GROUP 1.3</b>			
<b>DISINFECTANTS AND TOXIC ANIONS:</b>			
• Cyanide (total)	µg/l		
• Recoverable Cyanide as CN <sup>-</sup>	µg/l		
• Free available chlorine	mg/l		
• Residual Chlorine	mg/l		
• Monochloramine	mg/l		
<b>GROUP 1.4</b>			
<b>MICROBIOLOGICAL CONSTITUENTS:</b>			
• Clostridia	counts/100ml		
• Cryptosporidium	counts/10l		
• Cytopathogenic viruses	counts/100l		
• E. coli	counts/100ml		
• Enteroviruses			
• Faecal coliforms	counts/100ml		
• Faecal streptococci	counts/100ml		
• Giardia	counts/10l		
• Heterotrophic Plate Count	counts/1ml		
• Salmonella species			
• Shigella species			
• Standard total plate count	counts/ml		
• Somatic Coliphages	counts/10ml		
• Total coliforms	counts/100ml		
• Vibrio species			

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE	PRICE FOR PROSECUTION SAMPLE
<b>GROUP 1.5</b>			
• <b>BIOLOGICAL CONSTITUENTS:</b>			
• Algal Identification	Identified Algal Species		
• Biological Oxygen Demand (BOD)	mg/l		
• Chlorophyll a	mg/l or µg/l		
• Geosmin	µg/l		
• Microcystin (ELISA test)	µg/l		
<b>GROUP 1.6</b>			
• <b>GENERAL ORGANIC CONSTITUENTS:</b>			
• Dissolved Organic Content as C (DOC)	mg/l		
• Total Organic Content (TOC)	mg/l		

ITEM #2			
CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE	PRICE FOR PROSECUTION SAMPLE
<b>GROUP 2.1</b>			
<b>PARAMETERS FOR SOIL ANALYSES:</b>			
• Cation-exchange capacity	c mol (+)/Kg		
• Dispersivity			
• pH	pH units		
• Electrical resistance of a soil paste	mS/m		
• Moisture			
• Particle size			
• Sodium absorption ratio / Sodicity			
• Exchangeable acidity	c mol (+)/Kg		
• P-extraction (Bray1 or Bray 2)	mg/Kg		
• Nitrogen determination			
• Extractable boron	mg/Kg		
• Total fluoride	mg/Kg		
• Water soluble cations of a saturation extract	mg/Kg		

**ITEM #3**

ITEM #3			
CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE	PRICE FOR PROSECUTION SAMPLE
<b>GROUP 3.1</b>			
<b>ORGANIC CONSTITUENTS:</b>			
• Soap, Oil and grease	mg/l		
<b>Trihalomethanes (THMs)</b>			
• Chloroform	µg/l		
• Bromoform	µg/l		
• Bromodichloromethane	µg/l		
• Dibromochloromethane	µg/l		
<b>Volatile organic compounds (VOCs)</b>			
• Carbon Tetrachloride	µg/l		
• 1,1,1-Trichloroethane	µg/l		
• Trichloroethylene	µg/l		
• Tetrachloroethylene	µg/l		
• 1,2-Dichloroethane	µg/l		
• 1,2-Dichloropropane	µg/l		
• Toluene	µg/l		
• Chlorobenzene	µg/l		
• 1,4-Dichlorobenzene	µg/l		
• 1,3-Dichlorobenzene	µg/l		
• Phenols (Total)	µg/l		

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE	PRICE FOR PROSECUTION SAMPLE
<b>Polychlorinated Biphenyls (PCBs)</b>			
• Arochlor 1254	µg/l		
• Arochlor 1260	µg/l		
<b>Pesticides</b>			
• Acetochlor	µg/l		
• Aldrin	µg/l		
• Atrazine	µg/l		
• BHC-alpha	µg/l		
• BHC-beta	µg/l		
• BHC-delta	µg/l		
• Chlordane cis (alpha)	µg/l		
• Chlordane trans (gamma)	µg/l		
• Chlordecone	µg/l		
• DDD 4,4'	µg/l		
• DDE 4,4'	µg/l		
• DDT 4,4'	µg/l		
• Dieldrin	µg/l		
• Endosulfan alpha	µg/l		
• Endosulfan beta			
• Endosulfan SO <sub>4</sub>	µg/l		
• Endrin	µg/l		
• Heptachlor	µg/l		
• Heptachlor-epoxide	µg/l		
• Lindane (BHC gamma)	µg/l		

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE	PRICE FOR PROSECUTION SAMPLE
• Methamidophos	µg/l		
• Mirex	µg/l		
• Monocrotophos	µg/l		
• Pentachlorobenzene	µg/l		
• Simazine	µg/l		
• Terbutylazine	µg/l		
• Toxaphene	µg/l		
<b>PAH</b>			
• Acenaphthylene	µg/l		
• Benzo (a) pyrene	µg/l		
• Fluoranthrene	µg/l		
• Napthalene	µg/l		
• Phenanthrene	µg/l		
<b>PHTHALATES</b>			
• Di-butyl phthalate	µg/l		
• Di-ethyl phthalate	µg/l		
• Dihexyl phthalate	µg/l		
• Dimethyl phthalate	µg/l		
• Dioctyl phthalate	µg/l		
<b>DIOXINS and FURANS</b>			
• Carbofuran	µg/l		
• Dibenzofuran	µg/l		
• Pentafurans	µg/l		
<b>PCB's (any combination of the congeners)</b>			
• PCB-77,81,105,114,118,123,126,156,157,167,169,189	µg/l		



<b>Flame Retardants</b>			
• Hephta-BDE	µg/l		
• Hexa-BB (PBB)	µg/l		
• Hexabromocyclododecane (HBCD)	µg/l		
• Hexa-BDE	µg/l		
• Penta-BDE	µg/l		
• Tetra-BDE	µg/l		
<b>PFOs</b>			
• Perfluorooctane sulfonic acid (PFOS)	µg/l		
• Perfluorooctane sulfonyl fluoride (PFOS-F)	µg/l		
General qualitative organic compound scan	presence		

**ITEM #4**

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE	PRICE FOR PROSECUTION SAMPLE
<b>GROUP 4.1</b>			
<b>RADIOACTIVITY CONSTITUENTS:</b>			
• Gross alpha activity	Bq/l		
• Gross beta activity	Bq/l		
• Uranium-234			
• Uranium-238			
• Radium-223			
• Radium-224			
• Radium-226			
• Radium-228			
• Thorium-228			
• Thorium-230			
• Thorium-232			
• Polonium-210			
• Lead-210			
• Chemical Uranium concentration	µg/l		

**ITEM #5**

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE	PRICE FOR PROSECUTION SAMPLE
<b>GROUP 5.1</b>			
<b>PARAMETERS IN ESTUARINE WATER:</b>			
• 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		

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## ANNEXURE B: DETECTION LIMITS and/or METHODS

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

CONTITUENT/ PARAMETER	DETECTION LIMIT	METHOD	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
<b>ITEM 1</b>			
<b>GROUP 1.1</b>			
<b>GENERAL INORGANIC CONSTITUENTS</b>			
• Ammonia as N			
• Chloride (Cl <sup>-</sup> )			
• 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			

CONTITUENT/ PARAMETER	DETECTION LIMIT	METHOD	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
• Odour			
• Orthophosphate as P			
• Oxygen Absorbed (OA)			
• pH (measured with a glass electrode)			
• Potassium (K)			
• Silicates as Si			
• Sodium (Na)			
• Sodium Adsorption Ratio			
• Sulphate ( $\text{SO}_4^{2-}$ )			
• Suspended solids			
• Taste			
• Total Alkalinity			
• Total Dissolved Salts (TDS)			
• Total Hardness			
• Total Kjeldahl Nitrogen			
• Total phosphate as P			
• Turbidity			

CONTITUENT/ PARAMETER	DETECTION LIMIT	METHOD	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
<b>GROUP 1.2 a and b</b>			
<b>TRACE METALS (DISSOLVED)</b>			
• Aluminium (Al)			
• Antimony (Sb)			
• Arsenic (As)			
• Beryllium (Be)			
• Boron (B)			
• Cadmium (Cd)			
• Chromium (Cr) (Cr <sup>3+</sup> and Cr <sup>6+</sup> )			
• Chromium (Cr <sup>6+</sup> ) or Hexavalent Chromium			
• Cobalt (Co)			
• Copper (Cu)			
• Iron (Fe)			
• Lead (Pb)			
• Lithium (Li)			
• Managnese (Mn)			
• Mercury (Hg)			
• Molybdenum (Mo)			
• Nickel (Ni)			
• Selenium (Se)			
• Strontium (Sr)			
• Tin (Sn)			
• Uranium (U)			
• Vanadium (V)			
• Zinc (Zn)			

CONTITUENT/ PARAMETER	DETECTION LIMIT	METHOD	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
<b>GROUP 1.3</b>			
<b>DISINFECTANTS AND TOXIC ANIONS:</b>			
• Cyanide (total)			
• Recoverable Cyanide as CN <sup>-</sup>			
• Free available chlorine			
• Residual Chlorine			
• Monochloramine			
<b>GROUP 1.4</b>			
<b>MICROBIOLOGICAL CONSTITUENTS:</b>			
• Clostridia			
• Cryptosporidium			
• Cytopathogenic virusses			
• E. coli			
• Enteroviruses			
• Faecal coliforms			
• Faecal streptococci			
• Giardia			
• Heterotrophic Plate Count			
• Salmonella species			
• Shigella species			

CONTITUENT/ PARAMETER	DETECTION LIMIT	METHOD	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
• Somatic Coliphages			
• Total coliforms			
• Vibrio species			
<b>GROUP 1.5</b>			
<b>BIOLOGICAL CONSTITUENTS:</b>			
• Algal Identification			
• Biological Oxygen Demand (BOD)			
• Chlorophyll a			
• Geosmin			
• Microcystin (ELISA test)			
<b>GROUP 1.6</b>			
<b>GENERAL ORGANIC CONSTITUENTS:</b>			
• Dissolved Organic Content as C (DOC)			
• Total Organic Content (TOC)			
• E. coli			
• Faecal streptococci			
• <i>Salmonella</i> species			
<b>CONTITUENT/</b>	<b>DETECTION LIMIT</b>	<b>METHOD</b>	<b>LABORATORY (IN-</b>



PARAMETER			HOUSE/SUBCONTRACTOR)
• Shigella species			
• Clostridia			
• Vibrio species			
• Enteroviruses			
<b>ITEM 2</b>			
<b>GROUP 2.1</b>			
<b>PARAMETERS FOR SOIL ANALYSES:</b>			
• Cation-exchange capacity			
• Dispersivity			
• pH			
• Electrical resistance of a soil paste			
• Moisture			
• Particle size			
• Sodium absorption ratio / Sodicity			
• Exchangeable acidity			
• P-extraction (Bray1 or Bray 2)			
• Nitrogen determination			

CONTITUENT/ PARAMETER	DETECTION LIMIT	METHOD	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
• Extractable boron			
• Total fluoride			
• Water soluble cations of a saturation			
<b>ITEM 3</b>			
<b>GROUP 3.1</b>			
<b>ORGANIC CONSTITUENTS:</b>			
• Soap, Oil and grease			
<b>Trihalomethanes (THMs)</b>			
• Chloroform			
• Bromoform			
• Bromodichloromethane			
• Dibromochloromethane			
<b>Volatile organic compounds (VOCs)</b>			
• Carbon Tetrachloride			
• 1,1,1-Trichloroethane			
• Trichloroethylene			
• Tetrachloroethylene			
• 1,2-Dichloroethane			
<b>CONTITUENT/</b>	<b>DETECTION</b>	<b>METHOD</b>	<b>LABORATORY (IN-</b>

PARAMETER	LIMIT		HOUSE/SUBCONTRACTOR)
• 1,2-Dichloropropane			
• Toluene			
• Chlorobenzene			
• 1,4-Dichlorobenzene			
• 1,3-Dichlorobenzene			
• Phenols (Total)			
<b>Polychlorinated Biphenyls (PCBs)</b>			
• Arochlor 1254			
• Arochlor 1260			
• <b>Pesticides</b>			
• Acetochlor			
• Aldrin			
• Atrazine			
• BHC-alpha			
• BHC-beta			
• BHC-delta			
• Chlordane cis (alpha)			
• Chlordane trans (gamma)			
• Chlordecone			
• DDD 4,4'			
• DDE 4,4'			
• DDT 4,4'			
<b>CONTITUENT/ PARAMETER</b>	<b>DETECTION LIMIT</b>	<b>METHOD</b>	<b>LABORATORY (IN- HOUSE/SUBCONTRACTOR)</b>

• Dieldrin			
• Endosulfan alpha			
• Endosulfan beta			
• Endosulfan SO <sub>4</sub>			
• Endrin			
• Heptachlor			
• Heptachlor-epoxide			
• Lindane (BHC gamma)			
• Methamidophos			
• Mirex			
• Monocrotophos			
• Pentachlorobenzene			
• Simazine			
• Terbutylazine			
• Toxaphene			
• <b>PAH</b>			
• Acenaphthylene			
• Benzo (a) pyrene			
• Fluoranthrene			
• Naphthalene			
• Phenanthrene			
• <b>PHthalATES</b>			
• Di-butyl phthalate			
• Di-ethyl phthalate			
• Dihexyl phthalate			
<b>CONTITUENT/ PARAMETER</b>	<b>DETECTION LIMIT</b>	<b>METHOD</b>	<b>LABORATORY (IN- HOUSE/SUBCONTRACTOR)</b>
• Dimethyl phthalate			

• Dioctyl phthalate			
<b>DIOXINS and FURANS</b>			
• Carbofuran			
• Dibenzofuran			
• Pentafurans			
<b>PCB's (any combination of the congeners)</b>			
• PCB- 77,81,105,114,118, 123,126,156,157,1 67,169,189			
<b>Flame Retardants</b>			
• Hephta-BDE			
• Hexa-BB (PBB)			
• Hexabromocyclodo decane (HBCD)			
• Hexa-BDE			
• Penta-BDE			
• Tetra-BDE			
<b>PFOs</b>			
• Perfluorooctane sulfonic acid (PFOS)			

CONTITUENT/ PARAMETER	DETECTION LIMIT	METHOD	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
<ul style="list-style-type: none"> <li>Perfluorooctane sulfonyl fluoride (PFOS-F)</li> </ul>			
<b>ITEM 4</b>			
<b>GROUP 4.1</b>			
<b>RADIOACTIVITY CONSTITUENTS:</b>			
<ul style="list-style-type: none"> <li>Gross alpha activity</li> </ul>			
<ul style="list-style-type: none"> <li>Gross beta activity</li> </ul>			
<ul style="list-style-type: none"> <li>Uranium-234</li> </ul>			
<ul style="list-style-type: none"> <li>Uranium-238</li> </ul>			
<ul style="list-style-type: none"> <li>Radium-223</li> </ul>			
<ul style="list-style-type: none"> <li>Radium-224</li> </ul>			
<ul style="list-style-type: none"> <li>Radium-226</li> </ul>			
<ul style="list-style-type: none"> <li>Radium-228</li> </ul>			
<ul style="list-style-type: none"> <li>Thorium-228</li> </ul>			
<ul style="list-style-type: none"> <li>Thorium-230</li> </ul>			
<ul style="list-style-type: none"> <li>Thorium-232</li> </ul>			
<ul style="list-style-type: none"> <li>Polonium-210</li> </ul>			
<ul style="list-style-type: none"> <li>Lead-210</li> </ul>			
<ul style="list-style-type: none"> <li>Chemical Uranium concentration</li> </ul>			

CONTITUENT/ PARAMETER	DETECTION LIMIT	METHOD	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
<b>ITEM 5</b>			
<b>GROUP 5.1</b>			
<b>PARAMETERS IN ESTUARINE WATER:</b>			
• 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 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)
<b>ITEM 1</b>		
<b>GROUP 1.1</b>		
<b>GENERAL INORGANIC CONSTITUENTS</b>		
• Ammonia as N		
• Chloride (Cl <sup>-</sup> )		
• 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 <sub>4</sub> <sup>2-</sup> )		
• 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)
<b>GROUP 1.2 a and b</b>		
<b>TRACE METALS (DISSOLVED)</b>		
• Aluminium (Al)		
• Antimony (Sb)		
• Arsenic (As)		
• Beryllium (Be)		
• Boron (B)		
• Cadmium (Cd)		
• Chromium (Cr) (Cr <sup>3+</sup> and Cr <sup>6+</sup> )		
• Chromium (Cr <sup>6+</sup> ) or Hexavalent Chromium		
• Cobalt (Co)		
• Copper (Cu)		
• Iron (Fe)		
• Lead (Pb)		
• Lithium (Li)		
• Managnese (Mn)		
• Mercury (Hg)		
• Molybdenum (Mo)		
• Nickel (Ni)		
• Selenium (Se)		
• Strontium (Sr)		
• Tin (Sn)		
• Uranium (U)		
• Vanadium (V)		
• Zinc (Zn)		
<b>GROUP 1.3</b>		
<b>DISINFECTANTS AND TOXIC ANIONS:</b>		
• Cyanide (total)		
• Recoverable Cyanide as CN <sup>-</sup>		
• Free available chlorine		
• Residual Chlorine		
• Monochloramine		
<b>GROUP 1.4</b>		
<b>MICROBIOLOGICAL CONSTITUENTS:</b>		
• Clostridia		
• Cryptosporidium		
• Cytopathogenic virusses		
<b>CONTITUENT/ PARAMETER</b>	<b>MONTHLY ANALYTICAL AND SPARE CAPACITY</b>	<b>MEDIA (Soil, Water, other)</b>

• E. coli		
• Enteroviruses		
• Faecal coliforms		
• Faecal streptococci		
• Giardia		
• Heterotrophic Plate Count		
• Salmonella species		
• Shigella species		
• Standard total plate count		
• Somatic Coliphages		
• Total coliforms		
• Vibrio species		
<b>GROUP 1.5</b>		
<b>BIOLOGICAL CONSTITUENTS:</b>		
• Algal Identification		
• Biological Oxygen Demand (BOD)		
• Chlorophyll a		
• Geosmin		
• Microcystin (ELISA test)		
<b>GROUP 1.6</b>		
<b>GENERAL ORGANIC CONSTITUENTS:</b>		
• Dissolved Organic Content as C (DOC)		
• Total Organic Content (TOC)		
<b>ITEM 2</b>		
<b>GROUP 2.1</b>		
<b>PARAMETERS FOR SOIL ANALYSES:</b>		
• Cation-exchange capacity		
• Dispersivity		
• pH		
• Electrical resistance of a soil paste		
• Moisture		
• Particle size		
• Sodium absorption ratio / Sodicity		
• Exchangeable acidity		

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		
<b>ITEM 3</b>		
<b>GROUP 3.1</b>		
<b>ORGANIC CONSTITUENTS:</b>		
• Soap, Oil and grease		
• <b>Trihalomethanes (THMs)</b>		
• Chloroform		
• Bromoform		
• Bromodichloromethane		
• Dibromochloromethane		
• <b>Volatile organic compounds (VOCs)</b>		
• Carbon Tetrachloride		
• 1,1,1-Trichloroethane		
• Trichloroethylene		
• Tetrachloroethylene		
• 1,2-Dichloroethane		
• 1,2-Dichloropropane		
• Toluene		
• Chlorobenzene		
• 1,4-Dichlorobenzene		
• 1,3-Dichlorobenzene		
• Phenols (Total)		
<b>Polychlorinated Biphenyls (PCBs)</b>		
• Arochlor 1254		
• Arochlor 1260		
<b>Pesticides</b>		
• Acetochlor		
• Aldrin		
• Atrazine		
• BHC-alpha		
• BHC-beta		
• BHC-delta		
<b>CONTITUENT/</b>	<b>MONTHLY ANALYTICAL</b>	<b>MEDIA (Soil, Water,</b>

PARAMETER	AND SPARE CAPACITY	other)
• Chlordane cis (alpha)		
• Chlordane trans (gamma)		
• Chlordecone		
• DDD 4,4'		
• DDE 4,4'		
• DDT 4,4'		
• Dieldrin		
• Endosulfan alpha		
• Endosulfan beta		
• Endosulfan SO <sub>4</sub>		
• Endrin		
• Heptachlor		
• Heptachlor-epoxide		
• Lindane (BHC gamma)		
• Methamidophos		
• Mirex		
• Monocrotophos		
• Pentachlorobenzene		
• Simazine		
• Terbutylazine		
• Toxaphene		
• <b>PAH</b>		
• Acenaphthylene		
• Benzo (a) pyrene		
• Fluoranthrene		
• Naphthalene		
• Phenanthrene		
•		
• <b>PHTHALATES</b>		
• Di-butyl phthalate		
• Di-ethyl phthalate		
• Dihexyl phthalate		
• Dimethyl phthalate		
• Dioctyl phthalate		
•		
• <b>DIOXINS and FURANS</b>		
• Carbofuran		
• Dibenzofuran		
• Pentafurans		

CONTITUENT/ PARAMETER	MONTHLY ANALYTICAL AND SPARE CAPACITY	MEDIA (Soil, Water, other)
<b>PCB's (any combination of the congeners)</b>		
<ul style="list-style-type: none"> <li>PCB- 77,81,105,114,118,123,126 ,156,157,167,169,189</li> </ul>		
<ul style="list-style-type: none"> <li><b>Flame Retardants</b></li> </ul>		
<ul style="list-style-type: none"> <li>Hephta-BDE</li> </ul>		
<ul style="list-style-type: none"> <li>Hexa-BB (PBB)</li> </ul>		
<ul style="list-style-type: none"> <li>Hexabromocyclododecane (HBCD)</li> </ul>		
<ul style="list-style-type: none"> <li>Hexa-BDE</li> </ul>		
<ul style="list-style-type: none"> <li>Penta-BDE</li> </ul>		
<ul style="list-style-type: none"> <li>Tetra-BDE</li> </ul>		
<ul style="list-style-type: none"> <li><b>PFOs</b></li> </ul>		
<ul style="list-style-type: none"> <li>Perfluorooctane sulfonic acid (PFOS)</li> </ul>		
<ul style="list-style-type: none"> <li>Perfluorooctane sulfonyl fluoride (PFOS-F)</li> </ul>		
<ul style="list-style-type: none"> <li>General qualitative organic compound scan</li> </ul>		
<b>ITEM 4</b>		
<b>GROUP 4.1</b>		
<b>RADIOACTIVITY CONSTITUENTS:</b>		
<ul style="list-style-type: none"> <li>Gross alpha activity</li> </ul>		
<ul style="list-style-type: none"> <li>Gross beta activity</li> </ul>		
<ul style="list-style-type: none"> <li>Uranium-234</li> </ul>		
<ul style="list-style-type: none"> <li>Uranium-238</li> </ul>		
<ul style="list-style-type: none"> <li>Radium-223</li> </ul>		
<ul style="list-style-type: none"> <li>Radium-224</li> </ul>		
<ul style="list-style-type: none"> <li>Radium-226</li> </ul>		
<ul style="list-style-type: none"> <li>Radium-228</li> </ul>		
<ul style="list-style-type: none"> <li>Thorium-228</li> </ul>		
<ul style="list-style-type: none"> <li>Thorium-230</li> </ul>		
<ul style="list-style-type: none"> <li>Thorium-232</li> </ul>		
<ul style="list-style-type: none"> <li>Polonium-210</li> </ul>		
<ul style="list-style-type: none"> <li>Lead-210</li> </ul>		
<ul style="list-style-type: none"> <li>Chemical Uranium concentration</li> </ul>		

CONTITUENT/ PARAMETER	MONTHLY ANALYTICAL AND SPARE CAPACITY	MEDIA (Soil, Water, other)
<b>ITEM 5</b>		
<b>GROUP 5.1</b>		
<b>RADIOACTIVITY CONSTITUENTS:</b>		
• Ammonia as N		
• Chlorophyll a		
• E. coli		
• Enterococci		
• Nitrate + nitrite as N		
• Nitrate as N		
• Nitrite as N		
• Orthophosphate as P		
• Silica		

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

## **Direction to DWS Infrastructure Branch Training Centre From N1 South**

Follow the N1 North to R513 **Sefako Makgatho Dr (old Zambezi Dr)**

Turn right head east (Cullinan direction) on Sefako Makgatho Dr/R513 for 1.3 km

At robot Turn left onto R573 (**Moloto Road**)

Drive 10.9 km (passing SPAR and Roodeplaat Dam rowing club and over the hill)

Turn right at **Sign DWAF Training**(Lat -25.614844° and Long 28.354517°) and follow road for 1.1km

Turn left on gravel road and take at **Water Tower**(Lat -25.618491° and Long 28.364047°) and drive 400m till Security gate

Sign in and continue with road another 250m till **IBTC**.(Lat-25.618439° and Long 28.368786°)







