



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID

W11242

Laboratory instruments for Resource Quality Information Services: Inductively Coupled Plasma Optical Emission Spectrometry (ICP-OES) and Permeation Chromatography (GPC)

ISSUE DATE:

4 AUGUST 2017

CLOSING DATE AND TIME

5 SEPTEMBER 2017 at 11H00

SUBMIT TENDER DOCUMENT

POSTAL ADDRESS:

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

OR

TO BE DEPOSITED IN:

THE TENDER BOX AT THE
ENTRANCE OF ZWAMADAKA
BUILDING 157 FRANCIS BAARD STREET
(FORMERLY SCHOEMAN STREET)
PRETORIA

Compulsory briefing session

Date: 18 August 2017

Time: 10h00

Venue: Resource Quality Information Services (RQIS)
KwaMhlanga Road

Roodeplaat Dam, GPS coordinates 25°37'19"S 28°22'02"E

TENDERER: (Company address and stamp)

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INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DWS

PROJECT NO: **W11242** CLOSING DATE: **05 SEPTEMBER 2017** TIME: **11:00**

Laboratory instruments for Resource Quality Information Services: Inductively Coupled Plasma Optical Emission Spectrometry (ICP-OES) and Permeation Chromatography (GPC)

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

PROJECT DOCUMENTS MAY BE POSTED TO: **Private Bag x313, Pretoria, 0001**

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
157 Francis Baard Street (Formerly Schoeman), Pretoria, 0002 at the Reception, Zwamadaka Building

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)

NOTE: Please submit original and a copy of the quotation.

THIS PROJECT 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.....

VAT REGISTRATION NUMBER.....

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: Zelda Phiri

Tel: 012 336 7954

E-mail address:phiriz@dws.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Joyce Lekekiso

Tel: 012 808 9750

E-mail address: lekekisoj@dws.gov.za

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder.....	Bid number :
Closing Time 11:00	Closing date:

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	1	Supply of the Inductive Coupled Plasma Optical Emission Spectrometry (ICP-OES) instrument for metal analysis	R
	1	Supply of maintenance plan to include bi-annual (6-monthly) service costs	R
	1	Supply of service that resulted due to ICP-OES breakdown for an additional 12 month period (replacement of parts will be at suppliers cost)	R
VAT			R
TOTAL			R

- Required by Department of Water & Sanitation

- At: **RQIS**

- Country of origin

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery
*Delivery: Firm/not firm

- Delivery basis

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

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

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder.....	Bid number :
Closing Time 11:00	Closing date:

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	1	Supply of the Gel Permeation Size Exclusion Chromatography (GPC) instrument for water and sediment analysis	R
	1	Supply of maintenance plan to include bi-annual (6-monthly) service costs	R
	1	Supply of service that resulted due to GPC breakdown for an additional 12 month period (replacement of parts will be at suppliers cost)	R
VAT			R
TOTAL			R

- Required by Department of Water & Sanitation
- At: **RQIS**
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

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

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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:.....

2.6 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.

¹"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.

²"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 YES / NO
presently employed by the state?

- 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? If so, furnish particulars. **YES/NO**

.....
.....
.....

2.11 Do 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 Tax Reference Number	Income 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).

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.2 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.4 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.

1.5 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) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (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:

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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 least 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		
OR		
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? (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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	+	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;

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

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**
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- 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

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 3.1, 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 If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, www.dwa.gov.za
- 35.7 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
- 35.8 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.10 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.

35.11 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):



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		
COMPANY'S COMPOSITION OF EXISTANCE		
	% OWNERSHIP	TOTAL NUMBER
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		
PARTICIPATION IN PROJECT IMPLEMENTATION		
	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:.....

**ENTITY MAINTENANCE**

HEAD OFFICE USE ONLY	Reference no.	<input type="text"/>	Registered
	Entity name	<input type="text"/>	Date registered: <input type="text"/>
		<input type="text"/>	Verified on SafetyWeb
		<input type="text"/>	Date verified: <input type="text"/>
	Entity number	<input type="text"/>	Captured
	Remarks	<input type="text"/>	Date captured: <input type="text"/>
		<input type="text"/>	Authorised
		<input type="text"/>	Date authorised: <input type="text"/>

IMPORTANT INFORMATION TO SUPPLIER

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB- Electronic Fund Transfer Service", and I/we understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available in my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validated as per required bank screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

SUPPORTING DOCUMENTATION MUST ACCOMPANY THIS FORM**ALL RELEVANT FIELDS MUST BE COMPLETED****THE ACCOUNT MUST BE IN THE NAME OF THE SUPPLIER AND NO 3RD PARTY PAYMENTS WILL BE ALLOWED****Section A: Type of Supplier (For official use only)**

<input type="checkbox"/> New Supplier Information	<input type="checkbox"/> Update Supplier Information
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> CC
	<input type="checkbox"/> Govt. Department <input type="checkbox"/> Trust <input type="checkbox"/> Other (Specify) <input type="text"/>
	<input type="checkbox"/> Partnership <input type="text"/>

Section B: Company/Personal Details

Registered Name	<input type="text"/>
Trading Name	<input type="text"/>
*VAT Number	<input type="text"/> *Compulsory where applicable
PERSAL Number	<input type="text"/>
Title	<input type="text"/> Initials <input type="text"/>
First Name	<input type="text"/>
Surname	<input type="text"/>

Section C: Address Detail

Payment Address	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	Postal code <input type="text"/>

**ENTITY MAINTENANCE** (continuation page)**Section D: Supplier Account Details (TO BE VERIFIED BY BANK)**

Account Name	<input type="text"/>	
Account Number	<input type="text"/>	Account Type
Bank Name	<input type="text"/>	<input type="checkbox"/> Cheque Account
Branch Name	<input type="text"/>	<input type="checkbox"/> Savings Account
Branch Number	<input type="text"/>	<input type="checkbox"/> Transmission Account
*ID Number	<input type="text"/>	* Compulsory for individuals
Passport Number	<input type="text"/>	
**Company Registration Number	<input type="text"/>	**Compulsory for companies
***CC Registration	<input type="text"/>	***Compulsory where applicable
****Please include CC/CK where applicable		
Practise Number	<input type="text"/>	
****Trust Number	<input type="text"/>	

IT IS HERBY CONFIRMED THAT THESE DETAILS HAVE BEEN VERIFIED AND IS EXACTLY THE SAME AS ON ONE OF THE FOLLOWING APPLICABLE SCREENS:

ABSA: CIF Screen
FNB: Hogans System on the CIS4
STD: Bank - Look - Up - Screen
Nedbank: Banking Platform under the Client Details Tab

Contact Number **BANK STAMP**

Signature of Bank Official

Print Name

Date (dd/mm/yyyy)

Section E: Contract Details of Supplier

Telephone	<input type="text"/>
Fax	<input type="text"/>
Mobile (Cell no.)	<input type="text"/>
E-mail Address	<input type="text"/>
Contact Person	<input type="text"/>

Signature of Supplier

Print Name

Date (dd/mm/yyyy)

Section F: Contract Details of DWA Office (For official use only - officials with signing authority only)

Office	<input type="text"/>
Telephone	<input type="text"/>
Fax	<input type="text"/>
E-mail Address	<input type="text"/>

OFFICIAL STAMP

Signature of DWA Official

Print Name

Date (dd/mm/yyyy)



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SPECIFICATIONS

**SUPPLY OF THE INDUCTIVELY COUPLED
PLASMA OPTICAL EMISSIONS
SPECTROMETRY (ICP-OES) INSTRUMENT
FOR WATER AND SEDIMENTS ANALYSIS**

**DEPARTMENT OF WATER AND SANITATION
TENDER**

A. CONDITIONS

The conditions governing this tender are as set out in the document entitled "Departmental General Conditions of Tender".

B. SPECIAL CONDITIONS

Before awarding of this contract the Department reserves the right to inspect the tenderer's premises to evaluate the service facilities and spare parts holding.

C. SERVICE

The service to be rendered under this tender quote is to supply a complete Inductively Coupled Plasma Optical Emission Spectrometer (ICP-OES) for the Directorate: Resource Quality Information Services (RQIS).

D. QUANTITIES

The state reserves the right to purchase a minimum quantity where the maximum quantity ordered cannot be guaranteed, but where the maximum quantity may not be exceeded without the consent of the contractor.

E. BIDDING REQUIREMENTS

Suppliers must submit detailed quotations, brochures, certificates and information for the ICP-OES instrument.

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 pro forma document.
2	Pricing Schedule –SBD3	Please submit full details of pricing proposal.
3	Declaration of Interest–SBD 4	Please complete and sign the supplied pro forma 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 pro forma document.
6	Certificate of Independent Bid Determination –SBD 9	Please complete and sign the supplied pro forma document.
7	Certified Copy of BBBEE Certificate	Non-submission will only lead to a zero score on BEE.
8	Registration with Central Supplier Database as per National Treasury SCM Instruction 4 of 2015/17 par 5.2	Verification will be done on the Central Supplier Database

EVALUATION SYSTEM

The Department will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act. No. 5 of 2000 (PPPFA). A 3 phase evaluation criteria will be considered in evaluating the bid, being:

PHASE 1: MANDATORY REQUIREMENTS

Bidders must submit all the below mentioned requirements. Bids with deviations from the requirements /conditions, SHALL be disqualified from further consideration.

Description	DETAILS OF OFFER INDICATE COMPLIANCE BY A TICK (✓)	
	YES	NO
1. Certificate of compliance with quality management system of ISO 9001:2015 for the manufacturing of the ICP-OES instrument.		
2. Bidders for ICP-OES must submit and attach detailed curriculum vitae (CVs) and qualifications of at least three technicians/scientists/engineers qualified to perform repairs and maintenance on the ICP-OES. Proof of ICP-OES training to be attached.		
3. Bidders must provide proof/written statement of at least three water testing laboratories where the same brand and model of ICP-OES instrument were supplied.		
4. Bidders must make the same brand and model of the ICP-OES instrument which they are quoting on, available for RQIS technicians to evaluate the limit of detection (LOD), software operation and confirm after sale support.		

PHASE 2: TECHNICAL COMPLIANCE

Compliance requirements:

- Full compliance to the requirements by indicating compliance or non-compliance on the table requirements. Bidders may indicate compliance by means a "right tick" (✓) under YES and non-compliance by means of a (✓) under NO.

ITEM: COMPLETE INDUCTIVELY COUPLED PLASMA OPTICAL EMISSION SPECTROMETER (ICP-OES)

Inductively Coupled Plasma Optical Emission Spectrometry	DETAILS OF OFFER INDICATE COMPLIANCE BY A TICK (✓)	
	YES	NO
1. GENERAL		
1.1 Cables:		
a. All power, extension and interconnecting cables, outlets and plugs needed must be supplied and the cost included in the price of the system.		
b. A power cable with a minimum length of 5 m must be supplied and connected.		
c. Cables carrying signals between modules must be screened electrically.		
1.2 Safety aspects		
a. The mechanical and electrical designs, construction and connections shall comply with South African codes of practice, safety regulations and SABS specifications as prescribed by the various authorities.		
b. The bidders shall state explicitly in his quotation that the modules offered comply with these safety regulations.		
1.3. Spare parts		
a. The bidders shall carry adequate stocks of spare parts and consumables in South Africa		
b. The bidders must have local workshop facilities.		
c. The bidders shall have at least (3) factory trained engineers, technicians, scientists to service and to undertake repairs to the ICP-OES offered.		
d. The bidders shall have an application specialists/chemists or technicians with at least a Degree/Higher Diploma in Analytical Chemistry/Chemistry/Physics to assist with method development, training and troubleshooting. A copy of the CV and/or highest qualification of the Application Chemist must be provided		
e. Response time for bidders shall be less than 48 hours.		
f. The ICP-OES shall be guaranteed against defective and faulty workmanship for a minimum period of 24 months with parts, labour and travel included.		
1.4 Delivery and installation		

Inductively Coupled Plasma Optical Emission Spectrometry		DETAILS OF OFFER INDICATE COMPLIANCE BY A TICK (✓)	
		YES	NO
a. The bidder shall deliver the equipment to the Directorate: Resource Quality Information Services at Roodeplaat Dam, Pretoria.			
b. The work shall be carried out by a trained service technician/engineer/scientist who has full knowledge of ICP-OES			
c. The ICP-OES shall be tested and handed over in working condition.			
d. The bidder shall make available man power/resources me to move ICP-OES to a designated laboratory.			
1.5 Deviations from specification			
a. Deviations from this specification will not necessarily disqualify an offer, provided that the bidder clearly indicates how the ICP-OES is going to meet the required specifications.			
b. Deviations shall be referred to in the same order as the requirements appear in the specification and the relevant paragraph number shall be quoted.			
c. Full technical details, literature, diagrams and drawings in connection with deviations shall be supplied.			
d. The bidder is invited to direct attention to any design features and capabilities of modules offered which are considered superior to the features specified.			
1.6 Guarantee			
a. The ICP-OES shall be guaranteed against defective and faulty workmanship for a minimum period of 24 months with parts, labour and travel included.			
b. The supplier must provide an additional 12 months detailed maintenance and support plan. The cost for the plan must be quoted.			
2. Bid price:			
a. Bid price shall include the prices for the full system installed and in working order.			
b. Additional accessories can be quoted separately. This will be set out in a separate quote page provided by the service provider			
c. Bid price shall include the price of training of personnel.			
3. Power requirements:			
a. All modules shall operate on 240 Volts and 50-Hertz single-phase alternating current mains supply. If other than specified the required connections and accessories will be supplied included with the quotes price.			
4. The ICP-OES to be supplied must have the following			
4.1 Spectrometer			
a. A horizontally mounted dual view plasma torch for best LOD in Axial mode, plus the ability to read in Radial mode for especially the easily ionized elements and any other			

Inductively Coupled Plasma Optical Emission Spectrometry	DETAILS OF OFFER INDICATE COMPLIANCE BY A TICK (✓)	
	YES	NO
elements at high concentrations.		
b. The instrument must be new and a model currently in production in a water laboratories. Refurbished or demonstrator instruments are not acceptable.		
c. The ICP-OES must be a simultaneous reading ICP-OES using solid-state detector technology. Sequential systems will not be considered.		
d. A cyclonic spray chamber and an appropriate concentric, high efficiency nebuliser		
e. The spectrometer must cover at least the spectral range of 165 - 770 nm or more in first wavelength order.		
f. The detectors must be thermally stabilised, without the need for sub-zero cooling. Supplier to specify.		
g. Uninterrupted Power Supply must be supplied		
h. An instrument autosampler must have total random access capabilities and hold at least 180, 15 ml samples and space for at least 30 standard vials of 50ml		
i. Plasma and auxiliary gas flows must be controlled at flows ranging from 0-20 L/min and 0-3.0L/min respectively. Nebulizer gas flow from 0-1.5 L/min.		
j. The instrument must monitor gas pressures and flows, interlocks, and plasma stability.		
k. The instrument must be able to operate in laboratory conditions that range from 15 - 35°C and a relative humidity of <80 % non-condensing. The instrument must be able to operate with temperature changes of up to 2.5°C per hour without any degradation of performance		
l. The instrument must include an effective (supplier to give details) interface to help eliminate the cool end of the axial plasma to minimize self-absorption and physical interferences. The instrument must therefore not make use of any compressor, vacuum pumps, air pumps or any purge gases required.		
m. Neither the detectors nor the optic should require any type of purge gases. The system shall only require Argon gas for operation.		
n. The ICP-OES system must be an air-cooled ICP-OES system, without the need or requirement of any external cooling devices such as water chillers or re-circulating chiller systems, due to space, heat and noise limitations in the laboratory. An ICP system with an external cooling system will not be considered.		
o. The instrument must have a Paschen-Runge optical layout, for Simultaneous measurements and shall have a focal length of at least 500mm that utilizes a Charge Coupled Device (CCD) detector.		
p. The system must not require a Mercury or Neon lamp that is built into a shutter system to update the calibration. Instead the instrument must utilize an external wavelength calibration solution with at least twenty (20) elements and multiple emission lines to perform this function.		
q. Optics to be temperature controlled to at least ± 0.5 °C.		
4.3 The detection system		

Inductively Coupled Plasma Optical Emission Spectrometry		DETAILS OF OFFER INDICATE COMPLIANCE BY A TICK (✓)	
		YES	NO
a. Full Optical resolution must be 0.008 nm or better for the UV region and 16pm or better for the VISIBLE region, without degradation of resolution with increasing wavelength.			
b. Calibration equations shall be linear (first order) and the ICP-OES shall be able to achieve at least R = or greater than 0.999.			
c. The ICP-OES must be able to provide low ppb LOD.			
d. LOD is calculated by repeat analysis of blanks as well as 1 mg/L standards as follows: LOD = $\frac{3(\text{standard deviation of blank intensity}) \times (\text{mean concentration of std})}{(\text{mean of std intensity}) - (\text{mean of the blank intensity})}$			
Minimum LOD required:			
Elements	wavelengths	LOD (Axial) ppb	
Ag	328.068	0.51	
Al	167.078	0.05	
As	189.042	0.82	
As	193.759	0.95	
B	249.773	0.27	
Ba	455.404	0.05	
Be	313.042	0.03	
Bi	223.001	0.008	
Cd	214.438	0.04	
Cd	226.502	0.06	
Ce	418.660	0.06	
Cr	267.716	0.15	
Co	228.615	0.12	
Cu	324.778	0.31	
Fe	259.940	0.08	
Hg	184.950	0.35	
Hg	194.227	0.42	
Li	670.784	0.04	
Mn	257.610	0.03	
Mo	202.030	0.15	
Ni	221.648	0.12	
Pb	220.351	0.68	
Sb	206.833	0.87	
Sc	361.384	0.10	
Se	196.090	1.0	
Sr	407.771	0.01	
Th	401.913	2.0	
Ti	190.864	1.0	
Tl	190.864	0.59	
U	409.014	10.0	
V	311.071	0.46	
W	239.709	2.0	
Zn	213.856	0.05	
Zr	339.198	0.5	

Inductively Coupled Plasma Optical Emission Spectrometry	DETAILS OF OFFER INDICATE COMPLIANCE BY A TICK (✓)	
	YES	NO
e. The ICP-OES shall be able to achieve the accuracy of plus minus 2 z scores of all the elements		
4.4 RF generator		
a. The RF generator must be of a Solid state design, and run at a frequency of 27MHz The generator must have an optimal power output range of 500 - 1700 watts or better and be computer controllable in 5 W increments or better.		
b. The power output stability must be better than 0.1%. The RF Generator shall have an efficiency of 85% or better.		
4.5 Sample introduction and torch system.		
a. Torch to be completely demountable		
b. The torch, spray chamber and nebuliser may be removed and replaced without the need for any realignment by the user.		
c. The torch position should be fixed and optimised at the suppliers' Factory, so that no operator errors can lead to torch misalignment and subsequent re-optimisation of the system. No software must be required to do any torch re-alignment.		
d. Incorporate a sheath gas feature to eliminate contact of the sample with the injector tube – for high salts samples		
e. Inner diameter of injector tubes of 2.0 and 3.0mm must be available.		
f. It must be able to view the entire Analytical Zone of the plasma at once.		
g. Standard nebulisation system to be a pneumatic glass concentric nebuliser with a cyclonic spray chamber, but with a full range of nebuliser shall exist as options.		
h. Shall include a computer controlled of at least 4-channel, 12 roller peristaltic pump.		
4.6 Data processing unit		
a. Effective data transmission from the computer to the existing Departmental Laboratory Information System. (LIMS system) or Water Management System (WMS) is essential.		
4.7 Software		
a. The instrument controlling software must be 64-bit running under Microsoft Windows 10 Professional.		
b. Gas flows, power, start up and shut down to be computer controlled		
c. The software must be able to display all of the peaks from an analysis simultaneously.		
d. The software must have the ability to do two forms of spectral interference correction. Traditional Interfering Element Corrections (IEC) must be available and the system must be able to calculate these values automatically. The system must also have an advanced, software feature available to help correct for severely structure backgrounds.		
e. Additional QC capability must include at least three types of		

Inductively Coupled Plasma Optical Emission Spectrometry		DETAILS OF OFFER INDICATE COMPLIANCE BY A TICK (✓)																							
		YES	NO																						
blank checks, multiple sample calculations including duplicates and dilution calculations, multiple spike calculations, as well as the ability to design custom QC protocols.																									
f. All raw data must be saved and the system must allow for post run reprocessing of the data including the changing of background correction points, standard values, curve-fit technique, and individual replicate editing – without the need for re-running any samples – complete spectrum capture required with each measurement.																									
g. The software must provide an automatic diagnosis of the instrument and alert the user to the nature of the problem as well as make recommendations for eliminating the problem.																									
h. The software must have included automatic optimisation of key instrument parameters.																									
i. The software must be able to monitor the analyte signal of multiple elements during the rinse stage and automatically cease rinsing when a pre-defined signal level is achieved.																									
j. The software must provide analysis of all elements at the required LOD's in less than 4 minutes, for 3 replicates with and without calibration.																									
k. The software must provide automatic identification of any unknown element.																									
l. The software must provide the capability to analyse for any element present. If an element was not selected initially the software must be able to reprocess the data to provide a semi quantitative determination of the element without additional calibration.																									
m. There must be databases in the software for matrices, elements run most often, and standards.																									
n. The software must allow for the import and export of any method or data parameter. Sample information must be able to be imported from a network.																									
o. The software to provide a library of at least 25000 emission lines.																									
p. Bidder shall provide details on software upgrades during and after the guarantee period.																									
4.8 Computer minimum specifications																									
<table><tr><td>Chassis</td><td>Desktop</td></tr><tr><td>Monitor</td><td>1 X 24 inch flat screen</td></tr><tr><td>Processor</td><td>Core i5 ≥ 3.3GHz</td></tr><tr><td>Operation system</td><td>Windows 7 Professional (64-bit)</td></tr><tr><td>Ram</td><td>8 GB</td></tr><tr><td>Hard drive</td><td>1Tb, 3.0GB/s, 7200 rpm Hard drive with 32MB Data burst cache</td></tr><tr><td>Keyboard</td><td>USB</td></tr><tr><td>Mouse</td><td>USB 2 button with scroll</td></tr><tr><td>USB ports</td><td>≥ 4</td></tr><tr><td>CD/DVD Rom</td><td>DVD±RW 1.5Gb/s Optical Drive</td></tr><tr><td>Warranty</td><td>3 Years</td></tr></table>		Chassis	Desktop	Monitor	1 X 24 inch flat screen	Processor	Core i5 ≥ 3.3GHz	Operation system	Windows 7 Professional (64-bit)	Ram	8 GB	Hard drive	1Tb, 3.0GB/s, 7200 rpm Hard drive with 32MB Data burst cache	Keyboard	USB	Mouse	USB 2 button with scroll	USB ports	≥ 4	CD/DVD Rom	DVD±RW 1.5Gb/s Optical Drive	Warranty	3 Years		
Chassis	Desktop																								
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Inductively Coupled Plasma Optical Emission Spectrometry		DETAILS OF OFFER INDICATE COMPLIANCE BY A TICK (✓)	
		YES	NO
Network interface	2 Ethernet 10/100/1000		
4.9 External hard drive minimum specifications			
Hard drive storage capacity	5 Terabytes		
Hard drive dimensions	118mm x 179.5mm x 37.5mm		
Interface	USB 3.0		
Power source	USB powered		
Operating system requirements	Compatible with Microsoft Windows 7		
4.10 A4 Monochrome laser jet toner printer specifications			
Print speed	40ppm		
Printer cartridges	(1 black)		
Connectivity	USB		
Memory	128MB RAM		
Processor speed	1200MHz		
Paper handling	≥100 sheets		
5. Training			
a. Full training of RQIS analysts and method development will be included in the quotation and this will be done on site for a minimum period of 10 working days without additional costs. This must include: basic operation, autosampler operation, front-line maintenance, basic method development and troubleshooting.			
b. Application specialists need to be available for an additional 5 days to assist RQIS analyst with advanced method development and application training.			
6. Instrument table			
The supplier need to provide a suitable table with wheels that is big enough to accommodate the ICP-OES instrument, autosampler, a minimum of 24 inch monitor, PC and printer.			
7. Gas supply system and Extraction facility.			
a. An argon gas delivery system must be installed/upgraded from the existing Argon supply system. The current ICP-OES instrument operation may not be compromised.			
b. The new gas lines must accommodate the minitank, two 17.5kg Argon cylinders and be equipped with non-return valves. All cylinders must fit in the current gas cage.			
c. The gas modification must be done by supplier registered with South African Compressed Gasses Association (SACGA).			

Inductively Coupled Plasma Optical Emission Spectrometry	DETAILS OF OFFER INDICATE COMPLIANCE BY A TICK (✓)	
	YES	NO
d. A suitable extraction fan/system must be supplied and installed by the bidder. The extraction must be modified to effectively extract the fumes. All these costs must be included in the tender price and installed by the ICP-OES supplier.		
8. Accessories		
a. 2 quarts torches		
b. 2 nebulisers (concentric)		
c. 50 packets peristaltic pump tubing (sample and waste)		
d. 4 Additional auto sampler racks		
e. 15ml x 2000 and 50ml x 100 vials/tubes to be provided		
f. 2 cyclonic spray chamber.		
g. An additional/spare chiller to be provided by the supplier		
h. 4 x 500ml batches of Calibration standards (Multi-Element Bulk Solution/s) traceable to the National Institute of Standards and Technology (NIST), for all the following elements as listed: Ag, Al, As, B, Ba, Be, Bi, Ca, Cd, Ce, Co, Cr, Cu, Fe, Hg, K, Li, Mg, Mn, Mo, Na, Ni, Pb, Sb, Sc, Se, Sr, Th, Ti, Tl, U, V, W, Zn, Zr at 100 mg/l each.		
i. Supply of an additional 2 x 500ml multi-element ICP single element standards (100 mg/l each) for the elements listed on above when the above standards are depleted – when required by RQIS.		
j. The standards must be accompanied by certificates of analysis issued by an ISO 17025 or ISO guide 34 accredited laboratory.		
k. Supplier of the standards must comply with ISO 17025 or ISO guide 34 accreditation requirements.		

Phase 3: The 80/20 Principle based on Price and BBBEE status level contributor.

In terms of Regulation 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Conditions:

- Further evaluation is based on price (80 points) and BBBEE points after minimum score has been achieved by the bidder.
- The price will be determined by analysing the offered total price.
- Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- Bidders are required to submit original and valid B-BBEE Status Level, Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

4. FURTHER INFORMATION

For technical Enquires

Joyce Lekekiso
Resource Quality Information Services
Tel: (012) 808 9750
Email: lekekisoj@dws.gov.za

For SCM related Enquires

Patrick Mabasa
Supply Chain Management
Tel: (012) 336 7518
Email: mabasap@dws.gov.za



water & sanitation

**Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA**

SPECIFICATIONS

**SUPPLY OF THE GEL PERMEATION SIZE
EXCLUSION CHROMATOGRAPHY (GPC)
INSTRUMENT FOR WATER AND SEDIMENTS
ANALYSIS**

**DEPARTMENT OF WATER AND SANITATION
TENDER**

A. CONDITIONS

The conditions governing this tender are as set out in the document entitled "Departmental General Conditions of Tender".

B. SPECIAL CONDITIONS

Before awarding of this contract the Department reserves the right to inspect the tenderer's premises to evaluate the service facilities and spare parts holding.

C. SERVICE

The service to be rendered under this tender quote is to supply a complete Gel Permeation size exclusion Chromatograph (GPC) at Directorate: Resource Quality Information Services (RQIS).

D. QUANTITIES

The state reserves the right to purchase a minimum quantity where the maximum quantity ordered cannot be guaranteed, but where the maximum quantity may not be exceeded without the consent of the contractor.

E. BIDDING REQUIREMENTS

Suppliers must submit detailed quotations, brochures, certificates and information for the GPC instrument.

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 pro forma document.
2	Pricing Schedule –SBD3	Please submit full details of pricing proposal.
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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 pro forma document.
6	Certificate of Independent Bid Determination –SBD 9	Please complete and sign the supplied pro forma document.
7	Certified Copy of BBBEE Certificate	Non-submission will only lead to a zero score on BEE.
8	Registration with Central Supplier Database as per National Treasury SCM Instruction 4 of 2015/17 par 5.2	Verification will be done on the Central Supplier Database

EVALUATION SYSTEM

The Department will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act. No. 5 of 2000 (PPPFA). A 3 phase evaluation criteria will be considered in evaluating the bid, being:

PHASE 1: MANDATORY REQUIREMENTS

Bidders must submit all the below mentioned requirements. Bids with deviations from the requirements /conditions, SHALL be disqualified from further consideration.

Description	DETAILS OF OFFER INDICATE COMPLIANCE BY A TICK (✓)	
	YES	NO
1. Certificate of compliance with quality management system of ISO 9001:2015 for the manufacturing of the GPC instrument.		
2. Bidders for GPC must provide proof of at least 4 trained support personnel for this instrumentation. These personnel must be composed of at least 2 full-time application specialists and 2 service engineers Proof of GPC training to be attached.		
3. Bidders must provide proof/written statement of the same brand and model of GPC instrument installed within South Africa.		

PHASE 2: TECHNICAL COMPLIANCE

Compliance requirements:

- Full compliance to the requirements by indicating compliance or non-compliance on the table requirements. Bidders may indicate compliance by means a "right tick" (✓) under YES and non-compliance by means of a (✓) under NO.

ITEM: GEL PERMEATION SIZE EXCLUSION CHROMATOGRAPH (GPC)

Gel Permeation Size Exclusion Chromatography System (GPC)	DETAILS OF OFFER INDICATE COMPLIANCE BY A TICK (✓)	
	YES	NO
<p>1. The instrument hardware must include:</p> <ul style="list-style-type: none"> i) An autosampler (see section 2 for further specifications) ii) A binary pump (see section 3 for further specifications) iii) a UV detector, (see section 4 for further specifications) iv) 2 fraction collectors(see section 5 and 6 for further specifications) v) software control package (see section 7 for further specifications) vi) a computer (see section 8 for further specifications) vii) a printer (see section 9 for further specifications) viii) columns (see section 10) <p>The GPC system should be operated by a single software platform. The control and operation of the auto sampler, binary pump, UV detector and fraction collector should be operated by one software program.</p> <p>The GPC system should be able to concurrently separate and remove sulphur from liquid samples in dichloromethane as well as fractionate and collect compounds in the class of PBDE's, PCBs, PCDD's, PCDF's, and PAH's in a single run in less than 30mins per injection cycle.</p> <p>The supplier should practically prove that the performance criteria of the Gel Permeation size exclusion chromatography system is as specified in EPA method 3640A section 7.2.2.3</p>		
<p>2. Autosampler Specifications</p> <p>The autosampler be able to</p> <ul style="list-style-type: none"> • inject sample volumes up to 2mL <p>The autosampler should have</p>		

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	YES	NO
<ul style="list-style-type: none"> • a sample loop of up to 10mL • an integrated wash solvent bottle • an in-line programmable needle wash 		
3. Binary Pump Specifications The binary pump should have <ul style="list-style-type: none"> • a flow rate of up to 10mL/min. • a maximum operating pressure >40 000KPa /5800 psi • programmable pressure limits • an automated safety switch off feature when pressure is either too low or high 		
4. UV detector Specifications The UV detector should have <ul style="list-style-type: none"> • a deuterium lamp capable of operating in the wavelength 190-700nm • a sampling range of up to 80 data points per second 		
5. Fraction collector 1 (custom collector) The fraction collector should be able to; <ul style="list-style-type: none"> • precisely accommodate VWR test tubes compatible to a TurboVap Rack (Test tube size: 13x100mm; cat No. 44729-572) 		
6. Fraction collector 2 (multipurpose fraction collector) The fraction collector should be able to <ul style="list-style-type: none"> • collect volumes from 2mL to 250mL • collect at least 6 volumes of 250mL each • operate at flow rates up to 300 mL/min • accommodate a wide range of collection vessels and bottles from 2mL to 250mL 		
7. Software package The software should <ul style="list-style-type: none"> • be fully integrated with the auto sampler, binary pump, UV detector and fraction collector on one single software package • be fully integrated with the chromatographic software package on one single software package • have a fully automated peak detection capability • be able to simultaneously and automatically collect a detected peak in real time within the same run • be able to provide validation data by overlaying corresponding detected peaks and fraction collected, as well as display the location of the collected peaks on the computer screen 		

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		YES	NO
8. Computer specifications			
Chassis	Desktop		
Monitor	1 X 24 inch flat screen		
Processor	≥ 2.1 GHz		
Operation system	Windows 7		
Ram	8 GB		
Hard drive	≥ 400GB storage; 6GB/s		
Keyboard	USB		
Mouse	USB		
USB ports	≥ 4		
CD/DVD Rom	DVD±RW 1.5Gb/s Optical Drive		
Warranty	3 Years		
9. Printer specifications			
A4 monochrome laser jet toner printer			
Print speed	40ppm		
Printer cartridges	(1 black)		
Connectivity	USB		
Memory	128MB		
Processor speed	1200MHz		
Paper handling	≥100 sheets		
10. Column specification			
The following 4 columns should be supplied;			
i)	Guard column, 4.6 x 30 mm		
ii)	Polystyrenedivinybenzene column, 100 Å, 19 x 150 mm.		
iii)	Polystyrenedivinybenzene column, 100Å, 19 x 300 mm		
iv)	Polystyrenedivinybenzene column, 50 Å		
11. General			
The supplier must provide a maintenance kit for the instrument with a spare UV lamp, tools and spares, including screwdrivers, spanners, replacement O-rings, pump seals, pistons, solvent delivery tubes and consumables which wear out with use.			
12. The supplier must provide a written guarantee that one of the application specialists are made available for a 5 day training period (8 hours) which includes running real samples, and at least 1 day a month in the first 6 months after the training period to assist with the smooth running of the instrument and assist in providing applications for separating and removing sulphur from liquid samples in dichloromethane as well as fractionating and collecting compounds in the class of PBDE's, PCBs, PCDD's, PCDF's, and PAH's in a single run in less than 30mins per injection cycle.			
13. Installation and full training (5 days) will be provided to			

Gel Permeation Size Exclusion Chromatography System (GPC)	DETAILS OF OFFER INDICATE COMPLIANCE BY A TICK (✓)	
	YES	NO
all the personnel in the Organic Chemistry laboratory at Directorate: Resource Quality Services at Roodeplaat Dam, Pretoria. The training shall include a training plan, free of charge that covers the basics of running the instrumentation and frontline maintenance. This training shall be free of charge and take at least 5 days on site.		
14. The GPC shall be guaranteed against defective and faulty workmanship for a minimum period of 24 months with parts, labour and travel included.		
15. The supplier must provide an additional 12 months detailed maintenance and support plan. The cost for the plan must be quoted.		

Phase 3: The 80/20 Principle based on Price and BBBEE status level contributor.

In terms of Regulation 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Conditions:

- Further evaluation is based on price (80 points) and BBBEE points after minimum score has been achieved by the bidder.
- The price will be determined by analysing the offered total price.
- Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

- Bidders are required to submit original and valid B-BBEE Status Level, Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

4. FURTHER INFORMATION

For technical Enquires

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Resource Quality Information Services

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For SCM related Enquires

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Supply Chain Management

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Resource Quality Information Services (RQIS)

The GPS coordinates are as follows: 25°37'19"S 28°22'02"E

And directions as follows:

From the south

Approaching along the N1 from the south, pass the N4 interchange and the Stormvoël-Mamelodi off-ramp. The N1 curves through a poort in the Magaliesberg, with a large quarry on the left. Take the Sefako Makgatho (previously Zambezi Drive) exit just after this quarry, pass through the tollgate and turn right along Sefako Makgatho Drive (i.e. under the N1 freeway).

Now that you are on Sefako Makgatho Drive, also known as the R513 Cullinan Road, drive for about one kilometre until you come to a set of traffic lights.

Turn left along the R573, KwaMhlanga Road.

You will pass the Kameeldrift Police Station, cross over a railway line and observe the scenic Zeekoegat Sewage works on the left. After 11 to 12 kilometres, the road passes over a slight rise (the rim of an ancient crater) and you will catch a glimpse of Roodeplaat Dam on the right.

The turn-off to Roodeplaat Dam and RQIS is on the right as you start descending on the other side of the rise - the sign says DWA Training & Research. Indicate early, especially if you see a large bus or sand truck in your rear-view mirror! They try to become airborne down this hill.

Drive along the narrow tarred road for about 2km, past a water tower and the Training Centre, and over two speed bumps. You will come to a fence blocking the road: RQIS is on the left, behind the sliding security gate. Please park in front of the building and report to reception.



