



## INKOMATI-USUTHU CATCHMENT MANAGEMENT AGENCY

**BID NO. IUCMA/003/LABCHEMICAL/2019**  
**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CHEMICAL ANALYSIS**  
**LABORATORY SERVICES TO INKOMATI-USUTHU CATCHMENT MANAGEMENT**  
**AGENCY FOR A PERIOD OF THIRTY-SIX MONTHS**

**BID SUBMITTED BY: 05 JULY 2019**

Supplier's Name: \_\_\_\_\_

Type of Entity (Public Company/Private Company/Closed Corporation/  
Partnership/Trust/Sole Owner Name: \_\_\_\_\_

Registered name: \_\_\_\_\_

Registration Number (if applicable) \_\_\_\_\_

Physical Address: \_\_\_\_\_ Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**BID CLOSING DATE: 05 JULY 2019 at 11h00**

**Enquiries:** For technical enquiries contact Ms. Caroline Tlowana on [Tel:013 753 9000/9042](tel:01375390009042) or e-mail [tlowanac@iucma.co.za](mailto:tlowanac@iucma.co.za) and for SCM enquiries contact Ms. Zakithi Zwane on Tel: 013 753 9000/9097 or e-mail [zwanez@iucma.co.za](mailto:zwanez@iucma.co.za)

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**PART T1  
BIDDING PROCEDURES**

**T1.1 Bid Notice and Invitation to Bid**

## **BID NOTICE AND INVITATION TO BID**

The Inkomati-Usuthu Catchment Management Agency (IUCMA) is a body corporate established in terms of section 78 (1) of the National Water Act 36 of 1998, as amended (the Act). The IUCMA is listed in Schedule 3A of the Public Finance Management Act 1 of 1999 (PFMA) as a National Public Entity and is as such required to manage its resources in compliance with the PFMA as amended.

Bids are hereby invited from qualified, competent and capable bidders to render the following services:

### **IUCMA/003/LABCHEMICAL/2019: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CHEMICAL ANALYSIS LABORATORY SERVICES TO INKOMATI-USUTHU CATCHMENT MANAGEMENT AGENCY FOR A PERIOD OF 36 MONTHS.**

Bid documents can be downloaded from the date of advertisement at the Inkomati-Usuthu Catchment Management Agency website [www.iucma.co.za](http://www.iucma.co.za) at no cost.

#### **Evaluation method:**

80/20 Preference Point Scoring system in terms of the PPPFA of 2000, Preferential Procurement Regulations of 2017 as amended will be used. Submissions will be prequalified using functionality and by verification of compliance with the bid requirements

Duly completed bid documents with supporting documents must be sealed in an envelope clearly marked the bid number with the name of the bid and deposited in the bid box at IUCMA offices, Suite 801, MAXSA Building, Streak Street, Mbombela on or before the closing date and time.

#### **Closing date: 05 July 2019 at 11:00, where bids will be opened.**

A compulsory briefing session will take place at the IUCMA Maxsa Building, 7<sup>th</sup> Floor Boardroom, Mbombela on the 14<sup>th</sup> of June 2019 at 10h00. Please note that late, faxed and/or e-mailed bids will not be accepted and considered.

For technical enquiries: contact Ms. Caroline Tlowana on Tel: 013 753 9000/9042 or e-mail: [tlowanac@iucma.co.za](mailto:tlowanac@iucma.co.za) and for SCM enquiries contact Ms. Zakithi Zwane on Tel: 013 753 9000/9097 or e-mail: [zwanez@iucma.co.za](mailto:zwanez@iucma.co.za)

Inkomati-Usuthu Catchment Management Agency, Private Bag X11214, Mbombela,1200.

**Registration of bidders on the National Treasury Central Supplier Database (CSD) with compliant tax status is compulsory.**

**SBD 1**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INKOMATI-USUTHU CATCHMENT MANAGEMENT AGENCY</b>					
BID NUMBER:	<b>IUCMA/003/LABCHEMICAL/2019</b>	CLOSING DATE:	<b>05 JULY 2019</b>	CLOSING TIME:	<b>11h00</b>
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CHEMICAL ANALYSIS LABORATORY SERVICES TO INKOMATI-USUTHU CATCHMENT MANAGEMENT AGENCY FOR A PERIOD OF 36 MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>IUCMA</b>					
<b>MAXSA BUILDING, 8<sup>TH</sup> FLOOR</b>					
<b>13 STREAK STREET</b>					
<b>MBOMBELA</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>MS Zakithi Zwane</b>	CONTACT PERSON	<b>Ms. Caroline Tlowana</b>		
TELEPHONE NUMBER	<b>013 753 9097/9000</b>	TELEPHONE NUMBER	<b>013 753 9042/9000</b>		
FACSIMILE NUMBER	<b>013 753 2786</b>	FACSIMILE NUMBER	<b>013 753 2786</b>		
E-MAIL ADDRESS	<b>zwanez@iucma.co.za</b>	E-MAIL ADDRESS	<b>tlowanac@iucma.co.za</b>		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

# TERMS AND CONDITIONS FOR BIDDING

## 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

## 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PART T1  
BIDDING PROCEDURES**

**T1.2 Bid Information**



## **BID INFORMATION**

<b>Addition or Variation to Conditions of Bid</b>
The Employer is <b>Inkomati-Usuthu Catchment Management Agency</b>
The tender documents issued by the employer comprise:  <b>Part T1            Bidding Procedures</b>  T 1.1    Invitation to Bid  T 1.2    Bid Information  T 1.3    Standard Conditions of Bid  <b>Part T2 :    Returnable Schedules</b>  T 2.1 List of Returnable Documents  T 2.2 Returnable schedules  <b>Part C1        Agreement and Contract Data</b>  C1.1 General Conditions of Contract  C1.2 Contract Data  C1.3 Terms of Reference  C1.4 Schedule of rates
<b>Contract Period</b>
<b>36 months</b>

The Employer's Agent's details are as follows:

**Name** : Ms. Caroline Tlowana

**Address** : Suite 801,8<sup>th</sup> Floor  
The Maxsa Building  
13 Streak Street  
Mbombela  
1200

Private Bag x11214  
Mbombela  
1200

**Tel. No.** : +27 (0) 13 753 9000

**Fax No.** : +27 (0) 13 753 2786

**E-Mail** : tlowanac@iucma.co.za

## Eligibility/Mandatory requirements

The following requirements must be met:

- Supplier must be registered on the National Treasury Central Supplier Database (CSD); bid will not be awarded to bidder not registered on CSD (attach proof of registration summary)
- Tax matters will be verified against the Central Supplier Database (hard copy of Tax Clearance Certificate need not be submitted).
- Valid original or original certified copy of B-BBEE certificate or sworn affidavit in case of an Ex-empted Micro-Enterprise (EME).
- Standard Bidding Documents 1, 4,6.1, 8 and 9
- Submit valid certified copy of ISO 17025 accreditation certificate by SANAS for the main Service Provider and the sub-contractor if applicable.
- Annexures A, B and C must be fully completed **by hand** and must not be retyped (Please indicate N/A where it is not applicable).
- Attendance of a compulsory clarification meeting
- The analytical work must be done under the supervision of a trained analyst, i.e. one with an applicable university degree or a university of technology diploma. The analyst in charge of the laboratory should have at least five years' experience in analytical work. The Curriculum Vitae (CVs) and qualifications of the laboratory personnel must be submitted with the bid, and the IUCMA must be notified in case of any personnel changes, and the relevant documents updated accordingly.
- For chemical analysis the laboratory supervisor must have a B. Sc Honours or B. Tech. in Analytical Chemistry. **(proof of certified copies of qualifications must be submitted with the bid)**
- For organic analysis the laboratory supervisor must have B. Sc Honours or B. Tech. in Organic Chemistry. **(proof of certified copies of qualifications must be submitted with the bid)**

Bidders must accept that failure to submit certificates stated in the Bid Information and failure to complete **in full the tender document shall result in the tender being regarded as non-responsive** and therefore shall not be evaluated further for functionality.

### Tax clearance:

**No bid may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order. IUCMA will verify with SARS whether the tax affairs of bidders are in order before making an award.**

All work produced, including records, documents pertaining to this bid shall remain the property of the IUCMA and no part thereof may be copied, reproduced in any manner without the written consent of the IUCMA.

Accept that **failure to request clarification** on bid documents, in at least 5 working days prior to the closing time stated in the bid data, it shall be deemed that all matters in the bid documents are clearly understood. Accept that the Employer shall not be obligated to respond to any requests for clarification of bid documents submitted in less than 5 working days prior to the closing date.

**No alternative bid offers will be accepted and bids must be completed on the bid document provided by the IUCMA.**

**No copies** of bid offer are required

The **employer's address** for delivery of bid offers and identification details to be shown on each bid offer package are as follows:

**Location of Bid Box** : Suite 801,8<sup>th</sup> Floor

**Physical Address** :The Maxsa Building  
13 Streak Street  
Mbombela 1200

**Identification Details: IUCMA/003/LABCHEMICAL/2019**

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CHEMICAL ANALYSIS LABORATORY SERVICES TO INKOMATI-USUTHU CATCHMENT MANAGEMENT AGENCY FOR A PERIOD OF THIRTY-SIX MONTHS**

A two-envelope procedure will **NOT** be followed.

Add the following to the clause:

Accept that bids will go through a pre-qualification process in which bids shall be evaluated for functionality first and if the minimum score is attained by a bidder, then the bid shall be evaluated further on price and preference points.

Accept that failure to score the minimum points set out for functionality as stipulated in this Bid shall warrant disqualification from further evaluation process.

The closing date and time for submission of bid offers is **11h00 on 05 July 2019**

Telephonic, telegraphic, telex, facsimile or e-mailed and late bid offers will not be accepted.

Add the following to the clause:

Accept that failure to submit certificates stated in the Bid Information and failure to complete **in full the bid document shall result in the bid being regarded as non-responsive.**

The bid offer validity period is 90 (ninety) days from the tender closing date.

If the bid validity expires on a weekend or public holiday, the bid validity period shall remain open until the closure of business on the next working day.

**Joint ventures** are eligible to submit bids provided that:

1. A joint venture agreement, signed by all partners in a joint venture is in place.
2. At least one member of the joint venture is an SMME
3. Roles, responsibilities and percentage split of the joint venture partners should be clearly defined in the joint venture agreement.

**Clarification meeting / Briefing session**

A compulsory clarification meeting with representatives of IUCMA will take place at IUCMA (**Maxsa Building, 7<sup>th</sup> Floor Boardroom, 13 Streak Street, Mbombela**) on the **14<sup>th</sup> of June starting at 10h00**.

Open bid system will be implemented.

Submissions must be placed in the IUCMA bid box situated at Suite 801, 8<sup>th</sup> Floor, Maxsa Building, 13 Streak Street, Mbombela on or before **11h00 on 05 July 2019**.

Submission must be in an envelope that is clearly marked and address Inkomati-Usuthu CMA–Supply Chain Management.

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**IUCMA/003/LABCHEMICAL/2019: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CHEMICAL ANALYSIS LABORATORY SERVICES TO INKOMATI-USUTHU CATCHMENT MANAGEMENT AGENCY FOR A PERIOD OF THIRTY-SIX (36) MONTHS** and addressed to Inkomati-Usuthu CMA–Supply Chain Management.

## CRITERIA FOR EVALUATION

This bid shall be evaluated in two stages. In the first stage, bids will be evaluated on functionality and in the second stage in accordance with 80/20 preference points system as stipulated.

### Evaluation of Functionality

The evaluation of functionality will be evaluated by the Bid Evaluation Committee in accordance with the functionality criteria below and applicable values that will be utilized when scoring each criterion ranges from **1 being poor, 3 being average, 4 being good and 5 being excellent.**

CRITERIA	WEIGHT	TOTAL
<p><b>Company Experience:</b> Refers to previous relevant projects and overall track record for similar projects <b>(chemical analyses)</b> <b>Score 5:</b> Company shall have relevant experience in conducting chemical analyses substantiated by three (3) positive reference letters from contactable references and business profile. <b>Score 3:</b> Company shall have relevant experience in conducting chemical analyses substantiated by two (2) positive reference letters from contactable references and business profile. <b>Score 1:</b> Company shall have relevant experience in conducting chemical analyses substantiated by one (1) positive reference letter from contactable reference and business profile.</p>	<b>20</b>	
<p><b>Methodology</b> Consider the level of details in the proper documentation of the chain of custody when handling routine samples and prosecution samples. This must include details on the following:</p> <ul style="list-style-type: none"> <li>• Sample custody               <ul style="list-style-type: none"> <li>○ Ensure that the sample is in protected custody and it cannot be tampered with,</li> <li>○ It is secure in the possessions of the laboratory,</li> <li>○ Proof can be provided or demonstrated that the sample has not been tampered with,</li> </ul> </li> </ul>	<b>20</b>	

CRITERIA	WEIGHT	TOTAL
<ul style="list-style-type: none"> <li>• Documentation of the chain of Custody               <ul style="list-style-type: none"> <li>○ Sample tag/label (a sample tag should be completed using water-proof, non-erasable ink)</li> <li>○ Sample seals (samples must be sealed with an appropriate adhesive paper which will show evidence of tampering)</li> </ul> </li> <li>• Chain of custodian records (documents transfer to custody from one secure custodian to another and on a laboratory or secure storage).</li> <li>• Secure database system to archive water quality data with backup facility.</li> </ul> <p><b>Score 5:</b> Excellent with comprehensive methodology with full details including an example of the current procedure used by the laboratory.</p> <p><b>Score 3:</b> Average with limited details of the methodology including an example of the current procedures used in the laboratory</p> <p><b>Score 1:</b> Poorly detailed methodology and no example of the current procedures used in the laboratory</p> <p><b>Accreditation:</b></p> <p>ISO 17025 accredited Laboratory by SANAS Valid for the duration of the contract including that of the laboratory to be sub-contracted</p> <p><b>Score 5:</b> If accredited for 90% and above of the parameters listed under Annexure A Table 1 for the duration of the contract and will only subcontract 10%.</p> <p><b>Score 4:</b> If accredited for 75% of the parameters listed under Annexure A Table 1 for the duration of the contract and will subcontract the remaining 25% to another accredited laboratory.</p> <p><b>Score 3.</b> If accredited for 50% of the parameters listed under Annexure A Table 1 and will subcontract the remaining 50% to another accredited laboratory.</p> <p><b>Score 1:</b> If accredited for only 25% of the parameters listed under Annexure A Table 1 and will subcontract the remaining 75% to another accredited laboratory.</p>	20	

CRITERIA	WEIGHT	TOTAL
<p><b>Key Personnel</b></p> <p><u>Laboratory supervisor</u></p> <p><b>Score of 5:</b> Laboratory supervisor with B. Sc. Honours in Chemistry and higher with more than 5 years' experience.</p> <p><b>Score of 3:</b> Laboratory supervisor with B. Sc. or B. Tech in Chemistry with 3-5 years' experience.</p> <p><b>Score of 1:</b> Laboratory supervisor with National Diploma in Chemistry with 1-3 years' experience.</p> <p><u>Analytical Personnel</u></p> <p><b>Score 5:</b> Laboratory analyst with a B. Tech or B.Sc. Chemistry or Biochemistry with more than 5 years' experience.</p> <p><b>Score 3:</b> Laboratory analyst with a B. Tech or B.Sc. Chemistry or Biochemistry with 3-5 years' experience.</p> <p><b>Score 1:</b> Laboratory analyst with a National Diploma in Chemistry or Biochemistry with 1-3 years' experience.</p> <p><b>(Proof of certified copies of qualifications and a Curriculum Vitae must be submitted with the bid)</b></p>	<p><b>20</b></p> <p><b>20</b></p>	
<b>TOTAL</b>	<b>100</b>	

Bids that fail to achieve a minimum of **70** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated on the second stage (Price and Preference Points System).

### **Price and Preferential Procurement Evaluation**

Evaluation in terms of 80/20 preference points system only bids that achieve the minimum qualification score for functionality will be evaluated further in accordance with the 80/20 preference points system.



**PART T1  
BIDDING PROCEDURES**

**T1.3 Standard Conditions of Bid**

## T1.3: Standard Conditions of Bid

### F.1 General

#### F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

#### F.1.2 Tender Documents

The documents issued by the employer for the tender offer are listed in the tender data.

#### F.1.3 Interpretation

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;

f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

#### F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the Employer's agent only, in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

## **F.1.5 Cancellation and Re-Invitation of Tenders**

**F1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

**F1.5.2** The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

## **F.2 Bidder's obligations**

**The Bidder shall comply with the following obligations:**

### **F.2.1 Eligibility**

Submit a bid offer only if the bidder complies with the criteria stated in the bid data and the bidder, or any of his principals, is not under any restriction to do business with employer.

### **F.2.2 Cost of Tendering**

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

### **F.2.3 Check documents**

Check the bid documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising about the bid. Use and copy the documents issued by the employer only for preparing and submitting a bid offer in response to the invitation.

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a bid offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the bid documents by reference.

### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the bid documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the bid data, to take the addenda into account.

### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which bidders may familiarize themselves with aspects of the proposed work, services and raise questions. Details of the meeting (s) are stated in the bid data.

### **F.2.8 Seek clarification**

Request clarification of the bid documents, if necessary, by notifying the employer at least five working days before the closing time stated in the bid data.

## **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The bidder is advised to seek qualified advice regarding insurance.

## **F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the bided total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the bid data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the bided total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

## **F.2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the bid offer shall initial all such alterations.

## **F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

## **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original of the tender offer as separate packages marking the packages as "ORIGINAL". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address.

**F.2.13.7** Seal the original tender offer document together in an outer package that states on the outside only the employer’s address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

#### **F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### **F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer (s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

#### **F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

#### **F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

### **F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

### **F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

### **F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

### **F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

### **F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **F.3 The employer's undertakings**

**The employer undertakes to:**

### **F.3.1 Respond to requests from the bidder**

Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

### **F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

### **F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **F.3.6 Non-disclosure**

Not disclose to bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of bid offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful bidder.

### **F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **F.3.8 Test for responsiveness**

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) Meets the requirements of these Conditions of Tender,
- b) Has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the tender's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **F.3.9 Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) The gross misplacement of the decimal point in any unit rate;
- b) Omissions made in completing the pricing schedule or bills of quantities; or
- c) Arithmetic errors in:
  - i) Line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) The summation of the prices.

**F3.9.2** The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data.

### **F.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### **F.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,



- e) complies with the legal requirements, if any, stated in the tender data, and
- f) Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### **F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) Addenda issued during the tender period,
- b) Inclusion of some of the returnable documents, and
- c) Other revisions agreed between the employer and the successful tenderer.

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

#### **F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.**

#### **F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

#### **F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

#### **F3.19 Transparency in the procurement process**

**F3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.

**F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F3.19.4** The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type

- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm (s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

**F3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

**F3.19.6** Consultative Forum must be an independent structure from the bid committees

**F3.19.7** The information must be published on the employer's website.

**F 3.19.8** Records of such disclosed information must be retained for audit purposes.

**PART T2  
RETURNABLE SCHEDULES**

**T2.1 List of Returnable Documents**

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, 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.

<sup>1</sup>"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

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:

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


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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

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


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

**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


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2



**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 sub-contracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES		NO	
-----	--	----	--

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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 *audi alteram partem* (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 .....
.....
.....


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

**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.**

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


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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**

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

.....  
**Position**

Js365


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

**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


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2



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


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

## RESOLUTION OF BOARD OF DIRECTORS

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

\_\_\_\_\_

*(legally correct full name and registration number, if applicable, of the Enterprise)*

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

- 1 The Enterprise submits a Bid to Inkomati-Usuthu Catchment Management Agency in respect of the following project:

\_\_\_\_\_

\_\_\_\_\_

*(project description as per Bid Document)*

Bid Number: \_\_\_\_\_ *( Bid Number as per Bid Document)*

- 2 \*Mr./Mrs./Ms.: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ *(Position in the Enterprise)*

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

# RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

*(Legally correct full name and registration number, if applicable, of the Enterprise)*

held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

- 1 The Enterprise submits a Bid, in consortium/joint venture with the following Enterprises:

\_\_\_\_\_

*(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)*

to the Inkomati-Usuthu Catchment Management Agency in respect of the following Bid:

\_\_\_\_\_

*(Project description as per Bid Document)*

Bid Number: \_\_\_\_\_ *(Bid Number as per Bid Document)*

- 2 \*Mr./Mrs./Ms.: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ *(Position in the Enterprise)*

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 3 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Agency in respect of the project described under item 1 above.
- 4 The Enterprise choose as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Agency in respect of the project under item 1 above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

	<b>Name</b>	<b>Capacity</b>	<b>Signature</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**Note:**

1. \* Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. Should the number of Directors / Members / Partners exceed the space available above, additional names, capacity and signatures must be supplied on a separate page

**ENTERPRISE STAMP**


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

# SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

- 1 \_\_\_\_\_  
\_\_\_\_\_
- 2 \_\_\_\_\_  
\_\_\_\_\_
- 3 \_\_\_\_\_  
\_\_\_\_\_
- 4 \_\_\_\_\_  
\_\_\_\_\_
- 5 \_\_\_\_\_  
\_\_\_\_\_
- 6 \_\_\_\_\_  
\_\_\_\_\_
- 7 \_\_\_\_\_  
\_\_\_\_\_
- 8 \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

- A. The above-mentioned Enterprises submit a bid in consortium/joint venture to the Inkomati-Usuthu Catchment Management Agency in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_

*(Project description as per Bid Document)*

Bid Number: \_\_\_\_\_ *(Bid Number as per Bid Document)*


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

B. Mr./Mrs./Ms.: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorized to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the bid to the Enterprises in consortium/joint venture mentioned above.

- C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:
- D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Agency in respect of the project described under item A above.
- E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Agency 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Agency for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.
- F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Agency, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Agency referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Agency in respect of the project under item A above:

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

	<b>Name</b>	<b>Capacity</b>	<b>Signature</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**Note:**

1. \* Delete which is not applicable.

•

2. **NB:** This resolution must be signed by all the Duly Authorized Representatives of the Legal Entities to the consortium/joint venture submitting this bid.

3. Should the number of Duly Authorized Representatives of the Legal Entities joining forces in this bid exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.

4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture must be attached to the Special Resolution.

**PART T2**  
**RETURNABLE SCHEDULES**

**T2.2 Returnable Schedules**



## **CERTIFICATE OF ATTENDANCE AT CLARIFICATION/BRIEFING MEETING**

This is to certify that (bidder)

\_\_\_\_\_ of \_\_\_\_\_ (address)

\_\_\_\_\_ was represented by the person named below at the compulsory meeting held for all bidders at (location) \_\_\_\_\_ on (date) \_\_\_\_\_ starting at (time) \_\_\_\_\_

I acknowledge that the purpose of the meeting was to acquaint myself with the site of the works and / or matters incidental to doing the work specified in the bid documents in order for me to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person attending the meeting:

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

Capacity: \_\_\_\_\_

**NOTE!** Attendance Certificate to be signed by at least two representatives of IUCMA and to be stamped with IUCMA Supply Chain Management stamp.

The above person meeting attendance is confirmed by the Employer's representative, namely:

**1.** Name: \_\_\_\_\_ Capacity: \_\_\_\_\_

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

**2.** Name : \_\_\_\_\_ Capacity: \_\_\_\_\_

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

**SCM STAMP:**

## **ADDENDA / NOTICE(S) ISSUED TO BIDDERS**

I/We confirm that the following communication / Information / Notice(s), issued to Bidders, was received from the Employer before the submission of this tender offer and has been taken into consideration in this tender:

(NB: Addendum/Addenda shall only be made available to Bidders who attended the Clarification Meeting.)

<b>Addendum / Notice Reference Number</b>	<b>Date of Issue</b>	<b>Subject Matter of Addendum / Notice</b>

**NB:** Evidence of such addenda must be attached to this Schedule.

Specify number of sheets appended to this schedule \_\_\_\_\_ (if none, enter NONE)

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_  
(On behalf of the Bidder)

## AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

*(This is not an invitation for amendments, deviations or alternatives, but should the Bidder desire to make any departures from the Provisions of this Contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, unless form (a), has been completed to the satisfaction of the Employer).*

I / We herewith propose the amendments, as set out in the table below:

### (a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

- Notes:** (1) Amendments to the General and Special Conditions of Contract are not acceptable;
- (2) The Bidder must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Tender.

## SCHEDULE OF THE BIDDER'S EXPERIENCE

The following is a Statement of Work of similar nature recently successfully executed by myself / ourselves:

Employer: Name and Address	Project Manager: Contact Person and Telephone Number	Nature of Work	Value of Work (inclusive of VAT)	Date Completed or Expected to be Completed

SIGNATURE: .....  
*(of person authorised to sign on behalf of the Bidder)*

DATE: .....

## KEY PERSONNEL

The Bidder shall list below the personnel which he intends to utilize on the Project.

Name	Position	Tasks	Qualifications	Registration and No.

SIGNATURE: .....  
*(of person authorised to sign on behalf of the Bidder)*

DATE: .....

## CURRICULUM VITAE FORMAT OF KEY PERSONNEL

<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional Registration Number:</b>	
<b>Name of Employer (firm):</b>	
<b>Current position:</b>	<b>Years with firm:</b>
<b><u>Employment Record:</u></b>	
<b><u>Experience Record Pertinent to Required service:</u></b>	

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
*Signature of person named in the Schedule*

.....  
*Date*



<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional Registration Number:</b>	
<b>Name of Employer (firm):</b>	
<b>Current position:</b>	<b>Years with firm:</b>
<b><u>Employment Record:</u></b>	
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<b><u>Experience Record Pertinent to Required service:</u></b>	
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**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
*Signature of person named in the Schedule*

.....  
*Date*



<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional Registration Number:</b>	
<b>Name of Employer (firm):</b>	
<b>Current position:</b>	<b>Years with firm:</b>
<b><u>Employment Record:</u></b>	
<b><u>Experience Record Pertinent to Required service:</u></b>	

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
*Signature of person named in the Schedule*

.....  
*Date*

SCHEDULE OF PROPOSED SUB-CONSULTANTS

<p>We notify you that it is our intention to employ the following Sub-consultants for Work in this Contract.</p> <p>If we are awarded a Contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-consultants in accordance with requirements in the Contract for such appointments. If there are no such requirements in the Contract, then your written acceptance of this list shall be binding between us.</p>			
	<b>Name and address of proposed Sub-consultant</b>	<b>Nature and extent of Work</b>	<b>Previous experience with Sub-consultant.</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			
<b>5.</b>			

Signed

Date

Name

Position

Bidder

## **COMPANY PROFILE, INCLUDING TRACK RECORD**

*[Abbreviated company profile, giving history, status, activities, staff and track record of the bidding entity, to be inserted here. In case of a Joint Venture, a separate profile for each partner must be submitted]*

## APPROACH AND METHODOLOGY

The proposer should describe below the methods and procedures he will employ to successfully complete the various activities as identified in the terms of reference and execution programme]

ACTIVITY/TASKS	DESCRIPTION
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[Add more pages as required]

**Banking Details:**

Country (Where bank is located)	
Name of bank	
Bank key (Branch Number)	
Bank account (Account Number)	
Account holder (Only to be filled in if the name of the account holder is not the same as the name of the vendor)	
Name of account (Type of account)	

Initials and Surname (Bank official):

\_\_\_\_\_

Signature (Bank official):

\_\_\_\_\_

Telephone Number (Bank Official): Date:

\_\_\_\_\_

Date stamp of bank  
Certified as correct

Duly authorised to sign on behalf of \_\_\_\_\_ (Name of organisation) address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMISSIONER OF OATHS:**

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

\_\_\_\_\_

**STAMP MUST BE DATE STAMPED AND SIGNED**

**PART C1**  
**AGREEMENT AND CONTRACT DATA**

**C1.1 General Conditions of Contract**

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

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



## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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 consignee’s store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 ” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. **Application** 2.1 These general conditions are applicable to all bids, contracts and orders **including** bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding

immovable property, unless otherwise indicated in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. **General** 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
4. **Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. **Use of** 5.1 The supplier shall not, without the purchaser's prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information furnished by or on **and** behalf of the purchaser in connection therewith, to any person other **information;** than a person employed by the supplier in the performance of the **inspection.** 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** 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** 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 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 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** 10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents** 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** 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 fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated 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** 18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by written amendment signed by the parties concerned.

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

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

**21. Delays in the** 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** 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** 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** 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 and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.



23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the 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** 24.1 When, after the date of bid, provisional payments are required, or anti **and countervailing** dumping or countervailing duties are imposed, or the amount of a **duties and rights** 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

**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** 26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** 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** 27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** 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** 28.1 Except in cases of criminal negligence or willful misconduct, and in **liability** 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** 29.1 The contract shall be written in English. All correspondence and other **language** documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable** 30.1 The contract shall be interpreted in accordance with South African **law** 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** 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 Programme (NIPP)** 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.

**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 Prohibition of**

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.

**PART C1**  
**AGREEMENT AND CONTRACT DATA**

**C1.2 Contract Data**

## SPECIAL CONDITIONS OF CONTRACT

The following specific provisions are applicable to this contract:

### PART A: PROVISIONS PROVIDED BY EMPLOYER

1.1	All documents submitted along with the proposal to the IUCMA will become the property of client and will therefore not be returned to the bidder.
1.2	The service provider may not assign this Contract, not sub-let any part of this Contract or any of its obligations hereunder without the prior written consent of the client. Service provider’s obligations to the client hereunder shall remain unchanged and the service provider shall be solely responsible to the client for the performance of this obligation.
1.3	All the data and information generated under this project shall become the property of the IUCMA, and shall not be given to third parties without a written approval from the IUCMA.

## SPECIAL CONDITIONS OF CONTRACT

The bid will be awarded subject to the following conditions:

- 1.1 The laboratory must be ISO 17025 accredited by SANAS;
- 1.2 The bidder must have a laboratory facility that will be able to do basic water and wastewater analysis;
- 1.3 The bidder must be able to supply a “one-stop” analytical service for each set of constituents in an item;
- 1.4 The bidder must comply with the quality requirements and have accredited methods and quality control procedures as specified in section 6;
- 1.5 It is a requirement that the laboratory should supply an analytical service for the complete set of constituents as per requisitions and Annexure A;
- 1.6 The bidder must be prepared to analyse emergency samples after office hours;
- 1.7 The bidder must be able to analyse samples for prosecution purposes as required;
- 1.8 The successful Bidder(s) will not be allowed to change the method of analysis during the contracted period unless it is scientifically necessary to do so and in consultation with the IUCMA;
- 1.9 The bidder must comply with the general requirements and reporting format specifications as specified in section 8;

- 1.10 Although the constituents required are divided into groups, the bidders must quote for all the Item/s. The analysis required for any one sample may or may not be for all the constituents in a group, the analysis could be for a single parameter or for all the parameters in a group or Item. (see Annexure A);
- 1.11 As part of the evaluation criteria, the laboratory must be willing to be visited by the representatives of the IUCMA and answer questions to clarify points of interest.
- 1.12 The IUCMA and successful bidder will sign a Services Level Agreement upon appointment.
- 1.13 The successful bidder agrees to keep confidential all records and information of, and not disclose such records or information to any third party without the prior written consent of the IUCMA.
- 1.14 The IUCMA reserves the right to terminate the contract in the event that there is clear evidence of non-performance.
- 1.15 IUCMA reserves the right to verify the proof of qualifications and professional membership furnished.

**NB:** Any change of laboratory facility by the bidder must not affect/ impact on the turnaround time for the water quality results.

**PART C1  
AGREEMENT AND CONTRACT DATA**

**C1.3 Terms of Reference**



# TERMS OF REFERENCE

## **IUCMA/003/LABCHEMICAL/2019: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CHEMICAL ANALYSIS LABORATORY SERVICES TO INKOMATI-USUTHU CATCHMENT MANAGEMENT AGENCY FOR A PERIOD OF THIRTY-SIX MONTHS.**

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### **1. BACKGROUND**

The Inkomati-Usuthu Catchment Management Agency (IUCMA) is delegated to protect and manage water resources in terms of Chapter 3 of the National Water Act, 36 of 1998.

As part of this function, a laboratory services contract must be entered into for chemical analysis of water samples. Water samples will be collected on a monthly basis from pre-identified water resources monitoring points within the water management area and in addition investigative water quality samples will be collected as part of gathering evidence when required as well as in cases where water pollution complaints are lodged with the IUCMA.

### **2. PURPOSE**

The IUCMA requires the services of a suitably qualified service provider to provide chemical analysis laboratory services to Inkomati-Usuthu Catchment Management Agency for a period of 36 months.

The successful bidder will be required to analyze monthly samples for pre-identified sampling points as per Annexure A Table 1 and *ad hoc* samples, emergency samples in response to pollution incidents and prosecution samples as per Annexure A Table 2 for the duration of the contract. Samples (chemical, physical) will be collected by officials of the IUCMA once a month for pre-identified sampling points as per Annexure A Table 1. It must be noted that the sampling sites and the parameters are subject to change as and when required. If the successful bidder's laboratory is situated outside of the Inkomati-Usuthu WMA, the successful bidder will be required to make arrangements for the collection of the samples from the Nelspruit Office using their own transport. It must be noted that the use of courier service for the collection of the samples will not be accepted, as this has proven to be impractical in the past and has compromised the integrity of the samples.

The laboratory must be ISO 17025 standards accredited by South African National Accreditation System (SANAS) for testing laboratories. Other laboratories, which must also be ISO 17025 standards accredited by SANAS, can be sub-contracted to do any other analysis as required (see **Annexure A** below).

The successful bidder(s) must, however, provide a "one stop" service. In other words, samples will be delivered at a delivery point of the laboratory, and from this point any of the requested analyses must be provided.

The only exception is in the case where an analysis is to be done by a sub-contracted laboratory as agreed between the successful bidder(s) and the IUCMA. A bidder may bid per Item as listed in **Annexure A**.

## 2.1 SUMMARY OF THE TASKS TO BE COMPLETED

- 2.1.1 The successful bidder will provide normal sampling bottles for chemical and physical samples, which must be delivered at the **NELSPRUIT OFFICE**. The cost for the sampling bottles must be included in the contract proposal;
- 2.1.2 If the successful bidder laboratory is located outside of the Inkomati-Usuthu WMA, the successful bidder must collect the water quality samples twice during sampling week once per month from the **NELSPRUIT OFFICE**.
- 2.1.3 The samples will be collected from the Nelspruit Office on Wednesday and Friday during the first week of the month (sampling week) making it two (2) trips. The cost for this activity must be included in the contract proposal;
- 2.1.4 All sampling bottles should have stickers to allow writing with a water-resistant ink;
- 2.1.5 The bidder to provide appropriate sample holder such as cooler boxes;
- 2.1.6 The bidder to provide results for each submitted sample within **FIVE (5) WORKING DAYS** of the submission of the samples; Failure to comply with this set turnaround time may lead to the termination of the contract. Furthermore, the results must be reported in numerical format regardless of the different parameters analyzed for;
- 2.1.7 The bidder to provide results for Emergency samples and Prosecution samples within **THREE (3) WORKING DAYS** of submission of the samples; Failure to comply with this set turnaround time may lead to the termination of the contract.
- 2.1.8 All subcontracted analysis to be integrated into the contracted set of analysis results;
- 2.1.9 The bidder must be able to provide a short and concise results interpretation report upon request;
- 2.1.10 All results to be submitted in a user friendly excel spreadsheet; which may be used to prepare graphical representation of the results and not on a word document.
- 2.1.11 The bidder must provide both electronic and hard copies of results;
- 2.1.12 All invoices must be submitted on a monthly basis and should contain the following minimum information:
- Name and addresses of supplier;
- Contact details;
- Name of contact person;
- VAT number if applicable; and
- Order number.

### 3. SPECIAL CONDITIONS OF THE CONTRACT

The bid will be awarded subject to the following conditions:

- 3.1 The laboratory must be ISO 17025 accredited by SANAS;
- 3.2 The bidder must have a laboratory facility that will be able to do basic water and wastewater analysis;
- 3.3 The bidder must be able to supply a “one-stop” analytical service for each set of constituents in an item;
- 3.4 The bidder must comply with the quality requirements and have accredited methods and quality control procedures as specified in section 6;
- 3.5 It is a requirement that the laboratory should supply an analytical service for the complete set of constituents as per requisitions and Annexure A;
- 3.6 The bidder must be prepared to analyse emergency samples after office hours;
- 3.7 The bidder must be able to analyse samples for prosecution purposes as required;
- 3.8 The successful Bidder(s) will not be allowed to change the method of analysis during the contracted period unless it is scientifically necessary to do so and in consultation with the IUCMA;
- 3.9 The bidder must comply with the general requirements and reporting format specifications as specified in section 8;
- 3.10 Although the constituents required are divided into groups, the bidders must quote for all the Item/s. The analysis required for any one sample may or may not be for all the constituents in a group, the analysis could be for a single parameter or for all the parameters in a group or Item. (see Annexure A);
- 3.11 As part of the evaluation criteria, the laboratory must be willing to be visited by the representatives of the IUCMA and answer questions to clarify points of interest.
- 3.12 The IUCMA and successful bidder will sign a Services Level Agreement upon appointment.
- 3.13 The successful bidder agrees to keep confidential all records and information of, and not disclose such records or information to any third party without the prior written consent of the IUCMA.
- 3.14 The IUCMA reserves the right to terminate the contract in the event that there is clear evidence of non-performance.
- 3.15 IUCMA reserves the right to verify the proof of qualifications and professional membership furnished.

**NB:** Any change of laboratory facility by the bidder must not affect/ impact on the turnaround time for the water quality results.

#### **4. RESPONSIBILITY AND ROLE OF THE IUCMA**

- 4.1 The IUCMA Chief Auxiliary Services Officers (CASO) will collect the water samples from the different sampling points and drop them off at the Nelspruit Office, which will thereafter be collected by the Successful Bidder from the Nelspruit Office and be transported to the Laboratory for analysis.
- 4.2 The IUCMA CASO will prepare the list of monitoring sites and the different parameters that must be analysed for from those monitoring sites.
- 4.3 The IUCMA CASO will prepare the excel spreadsheet template to be used for the population of the water quality data.

#### **5. QUALITY REQUIREMENTS AND QUALITY CONTROL**

- 5.1 The laboratory must be ISO 17025 standard accredited by SANAS, a copy of the schedule of accreditation must be attached with the submission of the bid.
- 5.2 The successful bidder must maintain the ISO 17025 accreditation by SANAS for the duration of the contract. Failure to maintain the ISO 17025 accreditation by SANAS will lead to the early termination of the contract.
- 5.3 ISO 17025 standard accredited by SANAS and fully documented analytical procedures must be used. A fully documented description of each of the analytical methods and quality control procedures used must be submitted with the bid.
- 5.4 Full records of raw analytical data, including values obtained for calibration standards, check standards and blanks should be kept at the laboratory for all samples analyzed for a period of 5 (five) years, after the expiry of the thirty-six (36) months contract.
- 5.5 Typical achievable detection limits must be given and indicated in **Annexure C**. If the laboratory methods detection limits are different for different sample matrices, please use separate copies of Annexure C for each medium.
- 5.6 The laboratory must ensure that instruments are calibrated regularly with freshly prepared standards, as recommended in the documented analytical method used.

#### **6. DURATION**

- 7.1 The contract will be valid for a period of **thirty-six (36)** months.
- 7.2 The successful bidder will be expected to conduct all analysis within the contract period and all reports must be forwarded to the responsible person within the IUCMA.

## 7. GENERAL REQUIREMENTS & REPORTING FORMAT SPECIFICATIONS

Please state clearly whether, you the bidder, comply with the specifications by using the words “YES/NO” or “AGREED/ NOT AGREED” where applicable. Also state clearly any other details of the offer where required.	Details of offer
7.1 Does the bidder have a laboratory in the area bidding for?	Yes/No
7.2 Is your laboratory ISO 17025 standard accredited by SANAS?	Yes/No
7.3 Do you comply with the quality requirements and have accredited methods and quality control procedures as specified in section 3?	Yes/No
7.4 No bidder will be allowed to change the method of analysis during the contracted period;	Agreed/ Not Agreed
7.5 Can your laboratory perform the following tests?	
a) Fresh water samples (mainly river and groundwater)	Yes/No
b) Effluent samples	Yes/No
c) Solid wastes or soils	Yes/No
d) Leachate from solid waste sites	Yes/No
e) Any other environmental sample types that can be handled; such as plant, animal tissue and cloth, etc. (Please specify)	Yes/No
7.6 Is the bidder prepared to analyse emergency samples after normal office hours?	Yes/No
7.7 Is the bidder prepared to analyze samples for prosecution purposes as required?	Yes/No
7.8 The analytical report must supply representative (typical) confidence limits for each method.	Agreed/ Not Agreed
7.9 Did the bidder attach an example of their analytical report, together with any applicable statements that are normally given thereon?	Yes/No
7.10 For after hours and emergency analyses, laboratories should supply telephone numbers of contact persons for receiving emergency samples for analyses, on allocation of the bid.	Agreed/ Not Agreed

Please state clearly whether, you the bidder, comply with the specifications by using the words “YES/NO” or “AGREED/ NOT AGREED” where applicable. Also state clearly any other details of the offer where required.	Details of offer	
7.11 Should there be a price difference between normal, emergency and prosecution samples; the bidder must include the price list for emergency samples in the same format as Annexure A as an attachment to his bid.	Agreed/ Agreed	Not
7.12 Invoices for payment must be issued on a monthly basis	Agreed/ Agreed	Not
7.13 For the chemical and physical constituents the laboratory must indicate whether it is prepared to supply sample bottles and /or preservatives. The cost thereof should be indicated on an attachment.	Agreed/ Agreed	Not
7.14 A contract will be awarded for a period of thirty-six (36) months, commencing on the date of awarding of the bid to the successful bidder (s).	Agreed/ Agreed	Not
7.15 Water samples may be preserved with mercury (II) chloride/ H <sub>2</sub> SO <sub>4</sub> especially where nutrient analysis is required. The laboratory must have a contract to dispose of their wastes on a permitted hazardous waste site. (Please attach details). The bidder must include any costs quoted for the analysis.	Agreed/ Agreed	Not
7.16 The laboratory is invited to indicate any additional features not included above which are deemed advantageous. Costs thereof should be specified and indicated on an attachment.	Additional	Fea- tures/None
7.17 The present analytical capacity should be given in terms of the number of completed analyses that can be handled per month and must be indicated in Annexure C. Should it be different for different types of media, please use separate copies of Annexure C for each medium.	Agreed/ Agreed	Not
7.18 Laboratory facilities must be open for inspection by the IUCMA representatives, prior to, as well as after possible allocation of the bid.	Agreed/ Agreed	Not

**NB.** The bidder must comply 100% with the above requirements, failing which they will be disqualified from further evaluation.

## 8. REQUIREMENTS FOR PROSECUTION SAMPLES

Please state clearly whether, you the bidder, comply with the specifications by using the words “YES/NO” or “AGREED/ NOT AGREED” where applicable. Also state clearly any other details of the offer where required.	Details of offer
8.1 For prosecution sample results a certificate should be issued in terms of Section 212 of the Criminal Procedure Act, 1977 (51 of 1977)	Agreed/ Not Agreed
8.2 If the bidder does not have the right to issue a certificate, then an affidavit setting out the custody of the containers while in their possession must be supplied together with the analytical report. The bidder must be prepared to follow the instructions of the IUCMA as to the custody of the containers prior to and during the analysis.	Agreed/ Not Agreed
8.3 The bidder must attach examples of the affidavit issued for prosecution purposes including the form issued to establish the chain of custody.	Agreed/ Not Agreed
8.4 The bidder must be prepared in the case where an analytical report has been issued, to appear in court if requested to do so by the IUCMA, or the Department of Justice and in all cases where an affidavit has been submitted and the matter proceeds to trial. Hourly rates for court appearances must be specified.	Agreed/ Not Agreed
8.5 Full records of the method of analyses, details of the analyst and the compilation of all results must be recorded and available for inspection by the IUCMA and where necessary to be handed in as evidence to the court. Attach an example.	Agreed/ Not Agreed
8.6 Procedures must be implemented whereby routine samples are kept separate from prosecution samples.	Agreed/ Not Agreed
8.7 Prosecution samples are to be kept in a locked fridge.	Agreed/ Not Agreed
8.8 Are the same quality requirements applicable as set out under section: <i>Quality requirements and quality control</i> ?	Yes/No

**NB.** The bidder must comply 100% with the above requirements, failing which they will be disqualified from further evaluation.

## **9.PROJECT MANAGEMENT COMMITTEE AND INVOICES**

- The successful bidder will be required to submit invoices on a monthly basis and all payments will be made upon signed deliverables being completed.
- Quarterly Project Management meeting as and when required will be conducted in order to manage the project expenditure and to ensure that the contract period and the contract amount are not exceeded.
- Furthermore, to ensure that all challenges experienced during the contract period are dealt with timeously and corrective actions are implemented.



**PART C1**  
**AGREEMENT AND CONTRACT DATA**

**C1.4 Schedule of rates**

## ANNEXURE A

**TABLE 1. Monthly sampling at pre-identified monitoring points (Cost including VAT)**

<b>Constituent (Dissolved)</b>	<b>Number of estimated samples per month</b>	<b>Cost for routine samples per parameter</b>	<b>Total Cost for routine samples per month per parameter</b>	<b>Total Cost for routine samples over 36 months per parameter</b>
pH (measured with a glass electrode)	<b>270</b>			
Electrical Conductivity	<b>270</b>			
Chemical Oxygen Demand	<b>47</b>			
Cyanide	<b>15</b>			
Suspended solids	<b>45</b>			
Sodium	<b>70</b>			
Sulphates	<b>90</b>			
Magnesium	<b>53</b>			
Iron	<b>106</b>			
Calcium	<b>53</b>			
Manganese	<b>95</b>			
Aluminium	<b>69</b>			
Nitrate + nitrite as N	<b>230</b>			
Orthophosphate as P	<b>230</b>			
Ammonia	<b>230</b>			
Chromium (VI)	<b>8</b>			

<b>Constituent</b>	<b>Number of estimated samples per month</b>	<b>Cost for routine samples per parameter</b>	<b>Total Cost for routine samples per month per parameter</b>	<b>Total Cost for routine samples over 36 months per parameter</b>
<b>(Dissolved)</b>				
Arsenic	<b>18</b>			
Copper	<b>59</b>			
Chlorides	<b>36</b>			
Fluorides	<b>15</b>			
Oil and Grease	<b>5</b>			
Total Organic Carbon	<b>10</b>			
Potassium	<b>15</b>			
Dissolved Oxygen	<b>15</b>			
Biochemical Oxygen Demand	<b>15</b>			
Total Dissolve Solids	<b>10</b>			
Turbidity	<b>235</b>			
Algal identification	<b>10</b>			
Chlorophyll A	<b>10</b>			
Total Suspended solids	<b>10</b>			
Pheophytin A	<b>10</b>			
<b>Total Cost Excluding VAT</b>				
15% VAT				

Constituent	Number of estimated samples per month	Cost for routine samples per parameter	Total Cost for routine samples per month per parameter	Total Cost for routine samples over 36 months per parameter
(Dissolved)				
<b>Total Cost including VAT</b>				

Sampling bottles	Estimated number of bottles per month	Cost per sampling bottle	Cost per month	Cost over 36 months
Nelspruit	220			
Piet Retief Satellite office	80			
<b>Total Cost Excluding VAT</b>				
15% VAT				
<b>Total Cost Including VAT</b>				

Samples collection	Estimated number of days for samples collection	Cost per day for collection of samples	Cost per month for collection of samples	Cost over 36 months for collection samples
Nelspruit	2			
<b>Total Cost excluding VAT</b>				
15% VAT				

<b>Total cost including VAT</b>				
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**TABLE 2: Ad hoc, emergency samples for pollution incidents and prosecution samples (Cost including VAT)**

<b>Constituent/ Parameter</b>	<b>Cost for ad-hoc sample</b>	<b>Cost for emergency samples for pollution incidents</b>	<b>Cost for prosecution sample</b>
<b>General inorganic and organic constituents and trace metals (dissolved)</b>			
pH (measured with a glass electrode)			
EC (Electrical Conductivity)			
COD (Chemical Oxygen Demand)			
Oxygen Absorbed (OA)			
Turbidity			
Suspended solids			
Sodium			
Potassium			
Calcium			
Magnesium			
Total alkalinity			
Nitrate + nitrite as N			
Orthophosphate as P			
Total phosphate as P			
Ammonia as N			
Sulphate			
Chloride			

<b>Constituent/ Parameter</b>	<b>Cost for ad-hoc sample</b>	<b>Cost for emergency samples for pollution incidents</b>	<b>Cost for prosecution sample</b>
<b>General inorganic and organic constituents and trace metals (dissolved)</b>			
Silicates as Si			
Fluoride			
Manganese			
Iron			
Chromium (VI)			
Chromium (III + VI)			
Zinc			
Copper			
Boron			
Lead			
Mercury			
Cadmium			
Aluminium			
Arsenic			
Cobalt			
Lithium			
Nickel			
Selenium			
Vanadium			
Beryllium			

<b>Constituent/ Parameter</b>	<b>Cost for ad-hoc sample</b>	<b>Cost for emergency samples for pollution incidents</b>	<b>Cost for prosecution sample</b>
<b>General inorganic and organic constituents and trace metals (dissolved)</b>			
Antimony			
Uranium			
<b>GROUP 1.1</b>			
<b>DISINFECTANTS AND TOXIC ANIONS:</b>			
• Free available chlorine			
• Cyanide (total)			
<b>GROUP 1.2</b>			
<b>PARAMETERS FOR SOIL ANALYSIS:</b>			
• Cation-exchange capacity			
• Dispersivity			
• pH			
• Electrical resistance of a soil paste			
• Moisture			
• Particle size			
• Sodium absorption ratio / Sodicity			
• Exchangeable acidity			
• P-extraction (Bray1 or Bray 2)			
• Nitrogen determination			
• Extractable boron			
• Total fluoride			

Constituent/ Parameter	Cost for ad-hoc sample	Cost for emergency samples for pollution incidents	Cost for prosecution sample
<b>General inorganic and organic constituents and trace metals (dissolved)</b>			
<ul style="list-style-type: none"> <li>Water soluble cations of a saturation extract</li> </ul>			
<b>GROUP 1.3</b>			
<b>ORGANIC CONSTITUENTS:</b>			
<ul style="list-style-type: none"> <li>Soap, Oil and grease</li> </ul>			
Trihalomethanes (THMs)			
<ul style="list-style-type: none"> <li>Chloroform</li> </ul>			
<ul style="list-style-type: none"> <li>Bromoform</li> </ul>			
<ul style="list-style-type: none"> <li>Bromodichloromethane</li> </ul>			
<ul style="list-style-type: none"> <li>Dibromochloromethane</li> </ul>			
Volatile organic compounds (VOCs)			
<ul style="list-style-type: none"> <li>Carbon Tetrachloride</li> </ul>			
<ul style="list-style-type: none"> <li>1,1,1-Trichloroethane</li> </ul>			
<ul style="list-style-type: none"> <li>Trichloroethylene</li> </ul>			
<ul style="list-style-type: none"> <li>Tetrachloroethylene</li> </ul>			
<ul style="list-style-type: none"> <li>1,2-Dichloroethane</li> </ul>			
<ul style="list-style-type: none"> <li>1,2-Dichloropropane</li> </ul>			
<ul style="list-style-type: none"> <li>Toluene</li> </ul>			
<ul style="list-style-type: none"> <li>Chlorobenzene</li> </ul>			
<ul style="list-style-type: none"> <li>1,4-Dichlorobenzene</li> </ul>			
<ul style="list-style-type: none"> <li>1,3-Dichlorobenzene</li> </ul>			



Constituent/ Parameter General inorganic and organic constituents and trace metals (dissolved)	Cost for ad-hoc sample	Cost for emergency samples for pollution incidents	Cost for prosecution sample
• Phenols (Total)			
Polychlorinated Biphenyls (PCBs)			
• Arochlor 1254			
• Arochlor 1260			
• Pesticides			
• Atrazine			
• Simazine			
• Lindane			
• Heptachlor			
• Endosulfan			
• Dieldrin			
• DDE			

**ANNEXURE B: DETECTION LIMITS and/or METHODS**

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

<b>Constituent/ Parameter</b>	<b>Detection Limit</b>	<b>Method</b>	<b>Laboratory (in-house/subcontractor)</b>
<b>GROUP 1.1 GENERAL INORGANIC CONSTITUENTS AND TRACE METALS (DISSOLVED)</b>			
pH (measured with a glass electrode)			
EC (Electrical Conductivity)			
COD (Chemical oxygen demand)			
Oxygen Absorbed (OA)			
Total Dissolve solids			
Turbidity			
Suspended solids			
Sodium			
Potassium			
Calcium			
Magnesium			
Total alkalinity			
Nitrate + nitrite as N			
Orthophosphate as P			
Total phosphate as P			
Ammonia as N			
Sulphate			

<b>Constituent/ Parameter</b>	<b>Detection Limit</b>	<b>Method</b>	<b>Laboratory (in-house/subcontractor)</b>
Chloride			
Silicates as Si			
Fluoride			
Manganese			
Iron			
Chromium (VI)			
Chromium(III + VI)			
Zinc			
Copper			
Boron			
Lead			
Mercury			
Cadmium			
Aluminium			
Arsenic			
Cobalt			
Lithium			
Nickel			
Selenium			
Vanadium			
Beryllium			

Constituent/ Parameter	Detection Limit	Method	Laboratory (in-house/subcontractor)
Antimony			
Uranium			
<b>GROUP 1.2</b>			
<b>DISINFECTANTS AND TOXIC ANIONS:</b>			
• Free available chlorine			
• Cyanide (total)			
<b>GROUP 1.3</b>			
<b>PARAMETERS FOR SOIL ANALYSES:</b>			
• Cation-exchange capacity			
• Dispersivity			
• Ph			
• Electrical resistance of a soil paste			
• Moisture			
• Particle size			
• Sodium absorption ratio / Sodicity			
• Exchangeable acidity			
• P-extraction (Bray1 or Bray 2)			
• Nitrogen determination			
• Extractable boron			
• Total fluoride			

Constituent/ Parameter	Detection Limit	Method	Laboratory (in-house/subcontractor)
<ul style="list-style-type: none"> <li>Water soluble cations of a saturation extract</li> </ul>			
<b>GROUP 1.4</b>			
<b>ORGANIC CONSTITUENTS:</b>			
<ul style="list-style-type: none"> <li>Soap, Oil and grease</li> </ul>			
<ul style="list-style-type: none"> <li><i>Chloroform</i></li> </ul>			
<ul style="list-style-type: none"> <li>Bromoform</li> </ul>			
<ul style="list-style-type: none"> <li>Bromodichloromethane</li> </ul>			
<ul style="list-style-type: none"> <li>Dibromochloromethane</li> </ul>			
Volatile organic compounds (VOCs)			
<ul style="list-style-type: none"> <li>Carbon Tetrachloride</li> </ul>			
<ul style="list-style-type: none"> <li>1,1,1-Trichloroethane</li> </ul>			
<ul style="list-style-type: none"> <li>Trichloroethylene</li> </ul>			
<ul style="list-style-type: none"> <li>Tetrachloroethylene</li> </ul>			
<ul style="list-style-type: none"> <li>1,2-Dichloroethane</li> </ul>			
<ul style="list-style-type: none"> <li>1,2-Dichloropropane</li> </ul>			
<ul style="list-style-type: none"> <li>Toluene</li> </ul>			
<ul style="list-style-type: none"> <li>Chlorobenzene</li> </ul>			
<ul style="list-style-type: none"> <li>1,4-Dichlorobenzene</li> </ul>			
<ul style="list-style-type: none"> <li>1,3-Dichlorobenzene</li> </ul>			
<ul style="list-style-type: none"> <li>Phenols (Total)</li> </ul>			

Constituent/ Parameter	Detection Limit	Method	Laboratory (in-house/subcontractor)
Polychlorinated Biphenyls (PCBs)			
• Arochlor 1254			
• Arochlor 1260			
Pesticides			
• Atrazine			
• Simazine			
• Lindane			
• Heptachlor			
• Endosulfan			
• Dieldrin			
• DDE			
• DDT			
• DDD			
• Parathion			
• EPTC			
• Bromoxynil			
• Trifluralin			
• Alachlor			
• 2,4 D			
• Glyphosate			
• Carbofuran			

### ANNEXURE C: ANALYTICAL CAPACITY

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

CONTITUENT/ PARAMETER	MONTHLY ANALYTICAL CAPACITY	MEDIA (Soil, Water, other)
<b>GROUP 1.1</b>		
<b>GENERAL INORGANIC CONSTITUENTS AND TRACE METALS (DISSOLVED)</b>		
• pH (measured with a glass electrode)		
• EC (Electrical Conductivity)		
• COD (Chemical oxygen demand)		
• Oxygen Absorbed (OA)		
• Turbidity		
• Suspended solids		
• Sodium		
• Potassium		
• Calcium		
• Magnesium		
• Total alkalinity		
• Nitrate + nitrite as N		
• Orthophosphate as P		
• Total phosphate as P		
• Ammonia as N		

CONTITUENT/ PARAMETER	MONTHLY ANALYTICAL CAPACITY	MEDIA (Soil, Water, other)
• Sulphate		
• Chloride		
• Silicates as Si		
• Fluoride		
• Manganese		
• Iron		
• Chromium (VI)		
• Chromium(III + VI)		
• Zinc		
• Copper		
• Boron		
• Lead		
• Mercury		
• Cadmium		
• Aluminium		
• Arsenic		
• Cobalt		
• Lithium		
• Nickel		
• Selenium		
• Vanadium		



CONTITUENT/ PARAMETER	MONTHLY ANALYTICAL CAPACITY	MEDIA (Soil, Water, other)
• Beryllium		
• Antimony		
• Uranium		
<b>GROUP 1.2</b> <b>DISINFECTANTS AND TOXIC ANIONS:</b>		
• Free available chlorine		
• Cyanide (total)		
<b>GROUP 1.3</b> <b>PARAMETERS FOR SOIL ANALYSES:</b>		
• Cation-exchange capacity		
• Dispersivity		
• pH		
• Electrical resistance of a soil paste		
• Moisture		
• Particle size		
• Sodium absorption ratio / Sodicity		
• Exchangeable acidity		
• P-extraction (Bray1 or Bray 2)		
• Nitrogen determination		
• Extractable boron		
• Total fluoride		

CONTITUENT/ PARAMETER	MONTHLY ANALYTICAL CAPACITY	MEDIA (Soil, Water, other)
<ul style="list-style-type: none"> <li>Water soluble cations of a saturation extract</li> </ul>		
<b>GROUP 1.4</b>  <b>ORGANIC CONSTITUENTS:</b>		
<ul style="list-style-type: none"> <li>Soap, Oil and grease</li> </ul>		
Trihalomethanes (THMs)		
<ul style="list-style-type: none"> <li>Chloroform</li> </ul>		
<ul style="list-style-type: none"> <li>Bromoform</li> </ul>		
<ul style="list-style-type: none"> <li>Bromodichloromethane</li> </ul>		
<ul style="list-style-type: none"> <li>Dibromochloromethane</li> </ul>		
Volatile organic compounds (VOCs)		
<ul style="list-style-type: none"> <li>Carbon Tetrachloride</li> </ul>		
<ul style="list-style-type: none"> <li>1,1,1-Trichloroethane</li> </ul>		
<ul style="list-style-type: none"> <li>Trichloroethylene</li> </ul>		
<ul style="list-style-type: none"> <li>Tetrachloroethylene</li> </ul>		
<ul style="list-style-type: none"> <li>1,2-Dichloroethane</li> </ul>		
<ul style="list-style-type: none"> <li>1,2-Dichloropropane</li> </ul>		
<ul style="list-style-type: none"> <li>Toluene</li> </ul>		
<ul style="list-style-type: none"> <li>Chlorobenzene</li> </ul>		
<ul style="list-style-type: none"> <li>1,4-Dichlorobenzene</li> </ul>		
<ul style="list-style-type: none"> <li>1,3-Dichlorobenzene</li> </ul>		

CONTITUENT/ PARAMETER	MONTHLY ANALYTICAL CAPACITY	MEDIA (Soil, Water, other)
<ul style="list-style-type: none"> <li>Phenols (Total)</li> </ul>		
Polychlorinated Biphenyls (PCBs)		
<ul style="list-style-type: none"> <li>Arochlor 1254</li> </ul>		
<ul style="list-style-type: none"> <li>Arochlor 1260</li> </ul>		
Pesticides		
<ul style="list-style-type: none"> <li>Atrazine</li> </ul>		
<ul style="list-style-type: none"> <li>Simazine</li> </ul>		
<ul style="list-style-type: none"> <li>Lindane</li> </ul>		
<ul style="list-style-type: none"> <li>Heptachlor</li> </ul>		
<ul style="list-style-type: none"> <li>Endosulfan</li> </ul>		
<ul style="list-style-type: none"> <li>Dieldrin</li> </ul>		
<ul style="list-style-type: none"> <li>DDE</li> </ul>		
<ul style="list-style-type: none"> <li>DDT</li> </ul>		
<ul style="list-style-type: none"> <li>DDD</li> </ul>		
<ul style="list-style-type: none"> <li>Parathion</li> </ul>		
<ul style="list-style-type: none"> <li>EPTC</li> </ul>		
<ul style="list-style-type: none"> <li>Bromoxynil</li> </ul>		
<ul style="list-style-type: none"> <li>Trifluralin</li> </ul>		
<ul style="list-style-type: none"> <li>Alachlor</li> </ul>		
<ul style="list-style-type: none"> <li>2,4 D</li> </ul>		
<ul style="list-style-type: none"> <li>Glyphosate</li> </ul>		

CONTITUENT/ PARAMETER	MONTHLY ANALYTICAL CAPACITY	MEDIA (Soil, Water, other)
<ul style="list-style-type: none"> <li>Carbofuran</li> </ul>		