



The Pongola-Umzimkulu Catchment Management Agency (PUCMA) is a newly operational South African public entity focused on intergrated water resources management in KwaZulu-Natal which it was established under Section 78 of the National Water Act, 1998 (Act No. 36 of 1998).

Bid number	Description	Required at	Due date
PUCMA16PK	INVITATION TO BID: Provision of laboratory services to conduct water quality analysis for routine surface, ground, estuarine and ad hoc related samples for Kwazulu-Natal water quality monitoring programmes as managed by the water resources planning and management (WRP&M) of Pongola to Umzimkulu catchment management agency(PUCMA) for a period of 36 months. Minimum Requirements: ■ Certificate of accreditation issued by an Accreditation Body that confirms accreditation status to SANS 17025:2018 Testing Standard. ■ SANS-17025:2018 accredited laboratory, and this must include laboratory facilities to do basic, specialised and complex water, wastewater quality analysis and other environmental samples, such as soil analyses and participate in a recognized Proficiency Testing Scheme (PTS) Bids obtainable from 30.09.2026: Documents can be downloaded from website: www.dws.gov.za/Tenders/tendersCurrent.aspx Submission of bid response: Bids to be deposited in: 303 Dr. Pixley KaSeme street Delta Towers Durban 4001. Bid Box Ground Floor. Late submissions will no be accepted. GPS Coordinates:(-29° 51' 31" S) (31° 01' 17" E) For technical information please contact: Dr. B Mdluli Cell: 082 887 8262 Email: MdluliB@dws.gov.za Enquiries Supply Chain Management Unit: Bid Office, Tel: 0674255331 Email: ndabas@dws.gov.za /mbokazis@dws.gov.za, Hours: 08:00-16:00.	Pongola-Umzimkulu Catchment Management Agency	Bid Closing 21/10/2026



TERMS OF REFERENCE

PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR ROUTINE SURFACE, GROUND, ESTUARINE AND AD HOC RELATED SAMPLES FOR KWAZULU-NATAL WATER QUALITY MONITORING PROGRAMMES AS MANAGED BY THE WATER RESOURCES PLANNING AND MANAGEMENT (WRP&M) DEPARTMENT OF PONGOLA TO UMZIMKULU CATCHMENT MANAGEMENT AGENCY(PUCMA) FOR A PERIOD OF 36 MONTHS.

SPECIFICATIONS FOR LABORATORY SERVICES

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1. INTRODUCTION

The quality of South Africa's freshwater resources is increasingly under pressure due to rising pollution and wastewater management challenges. To mitigate the impact on the provincial economy, environment, public health and community well-being, the Pongola to Umzimkulu Catchment Management Agency (PUCMA) implements various catchment management strategies, including integrated water quality management at a regional level. A critical element of this approach is the ability to reliably monitor through systematic sampling and analysis.

Effective monitoring depends entirely on the rapid, dependable, and accredited analysis of water samples collected from designated sites across KwaZulu-Natal. The PUCMA has a constitutional mandate to protect water resources and ensure they remain fit for use (e.g., irrigated agriculture, recreation, domestic supply). This mandate is executed through the Water Quality Monitoring Programmes at predetermined frequencies and are implemented and coordinated by the WRP&M Department of the Pongola to Umzimkulu (PUCMA).

At present, most samples are analysed at the PUCMA WRP&M Department through TALBOT analytical laboratories. However, laboratories were occasionally appointed as an interim lab for data delivery. Furthermore, specialised analyses such as methods for detecting priority organic pollutants remain under development and validation. Microbiological and toxicity testing samples must be analysed within 24 hours of collection, which limits the PUCMA WRP&M Department through TALBOT laboratories in practice. The PUCMA WRP&M Department through laboratory is also building capacity for diatom identification and enumeration, but this is not yet fully operational.

Under this contract, an accredited external laboratory service provider will:

- Provide primary analytical services for specialised matrices (organics in water, soil, and sediment; estuarine water; and ad hoc samples such as diatoms and fish tissue during fish kill incidents).
- Act as a **back-up analytical service** for routine parameters when the PUCMA WRP&M Department's analytical services are affected by instrument breakdowns, backlogs, or other disruptions.
- Provide analytical support for estuarine samples (which have high salinity) and ad hoc samples collected during fish-kill or ecological-emergency investigations..

The WRC Project "A Manual for Fish Kill Investigations in South Africa" (Report No. TT 589/14) provides detailed guidance on the physical and chemical water quality parameters that must be measured to understand the cause(s) of a fish kill. The manual also provides a list of subcontract laboratories specifically recommended for fish tissue analyses. The service provider may, with prior authorisation from the Department, engage fish tissue analyses.

The laboratory must be accredited in accordance with SANS 17025:2018 for the relevant analytical fields. If certain analyses are not performed in-house, the service provider may engage accredited specialist subcontractors, subject to written authorisation from the Department for each case.

2. GENERAL DETAILS OF BID

- 2.1 To be awarded the contract for one or all the items, the Analytical Service Provider must:
- have a SANS-17025:2018 accredited laboratory, and this must include laboratory facilities to do basic, specialised and complex water, wastewater quality analysis and other environmental samples, such as soil analyses and participate in a recognized Proficiency Testing Scheme (PTS).
 - will not be allowed to change the method of analysis during the contracted period unless it is scientifically necessary to do so and with PUCMA approval.
 - must comply with the general requirements and report format specifications as specified in **Section 4**;
 - It is a requirement that the laboratory must supply an analytical service for the complete set of constituents as per the listed items; if there are constituents that are not analysed in the laboratory, it can be subcontracted to another SANS 17025:2018 accredited facility.
- 2.2 Although the constituents required are divided into groups, the Analytical Service Provider must quote for the individual determinants and provide a price per Item. The analysis required for any one sample may or may not apply to all constituents in a group; it could be for a single parameter or for all parameters in a group or Item. (See Annexure A)
- 2.3 The Analytical Service Provider must complete **Section 4** and **Annexures A to D**.

CONDITIONS

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

SPECIAL CONDITIONS

Before awarding this contract, the PUCMA reserves the right to inspect the tenderer's premises to assess the service facilities and spare parts inventory.

SERVICE

The service to be rendered under this tender quote is the provision of laboratory services to conduct water quality Analysis for routine surface, ground, estuarine, and ad hoc related samples for provincial water quality monitoring programmes, as managed by the PUCMA WRP&M Department, for a period of 36 months.

QUANTITIES

The state reserves the right to submit the required number of samples, to limit the number of samples to the need, or to limit the sample request to the available budget.

A. ADMINISTRATIVE COMPLIANCE

Bidders are required to comply with the following listed below:

No	Criteria	Yes	No
1	Companies must be registered with the National Treasury's Central Supplier Database (CSD). Provide proof of printout from CSD.		
2	Tax compliant with SARS (to be verified through CSD).		
3	Complete, sign, and submit SBD 1, SBD 3.3, SBD 4, and SBD 6.1.		
4	General Conditions of a Contract (GCC)		

B. EVALUATION SYSTEM

Pongola to Umzimkulu Catchment Management Agency will evaluate the bid in accordance with the Preferential Procurement Regulations 2022. A copy of the Preferential Procurement Regulations 2022 can be downloaded from www.treasury.gov.za. In accordance with the Preferential Procurement Regulations 2022, submissions will be adjudicated using an 80/20 points system and the evaluation criteria. Three-phase evaluation criteria will be considered in evaluating the bid, namely:

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

Phase 1: **Mandatory Compliance**

Phase 2: **Technical Compliance and**

Phase 3: **Instrument inspection**

Phase 4: **Price and Specific Goals**

The bidder must have a fully functional laboratory.

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

Curriculum Vitae of the Technical Signatories for the different areas (in-house).

The contract will be valid for 36 months from the date of signature by both parties and expires on the date stipulated in the contract.

3. QUALITY REQUIREMENTS AND QUALITY CONTROL

- 3.1 It is essential that the laboratory is SANS 17025:2018 accredited by a recognised authority for all the constituents.
- 3.2 If the laboratory is not accredited, it must provide evidence of successful participation in a Proficiency Testing Scheme (PTS). These laboratories will be considered when an accredited laboratory cannot meet locality and sample viability requirements.
- 3.3 Accredited or methods used for PTS participation must be fully documented, and analytical procedures must be used. A fully documented description of each

- analytical method and quality control procedure used must be submitted with the Analytical Service Provider's bid documentation.
- 3.4 Full records of raw analytical data, including values obtained for calibration standards, check standards, and blanks, must be kept at the laboratory for all samples analysed for a period of 5 (five) years, after the expiry of the contract.
- 3.5 Typical achievable detection limits must be given and indicated in **Annexure B**. If it differs by type of media, please use separate copies of **Annexure B** for each medium.
- 3.6 The analytical work must be done under the supervision of a trained analyst, i.e. one with an applicable qualification, such as a 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) of the Technical Signatories must be submitted to the PUCMA, and the PUCMA must be notified in case of any staff changes, and the relevant documents updated accordingly.
- For Chemical analysis, the laboratory supervisor must have an applicable qualification in Chemistry or have proven experience in the Chemistry scope.
 - For Microbiological analysis, the laboratory supervisor must have an applicable qualification in Microbiology or have proven experience in the Microbiology scope.
 - For Organic Chemistry analysis, the laboratory supervisor must have an applicable qualification in Organic Chemistry
 - For ad-hoc or specialised biological analysis, the laboratory supervisor must possess relevant qualifications in biological science, i.e., diatom taxonomy and ecology for diatom analysis. For fish tissue analysis, the supervisor should have applicable qualifications in zoology, ichthyology, veterinary science, or a related field. If subcontracted, the subcontractor's supervisor must hold equivalent qualifications.
- 3.7 Laboratory facilities must be open for inspection by the PUCMA before the signing of the contract, as well as at any stage during the life of the contract.
- 3.8 The results of all analytical work done must be available within five (30) working days (Except for Items 3 and 4, which procedures usually take longer) from the date of receipt of the samples as a hard copy or PDF document, and within 10 working days, the electronic Excel import template for Water Management System (WMS) samples must be provided to the project manager.
- 3.9 A proper tracking system of samples from the sender to the testing laboratory should be in place and to be communicated accordingly.
- 3.10 The laboratory must be able to analyse volatile organic compounds, petroleum volatile organic compounds, polychlorinated biphenyls, and polycyclic aromatic hydrocarbons and provide resealable polyethylene soil sampling bags and/or suitable sample containers and preservatives.
- 3.11 The laboratory will provide the analytical results in a compatible, agreed-upon electronic format.
- 3.12 The main laboratory should be responsible for coordination of the sample results reporting Department, indicating the correct sampling point name, sampling date,

sampling time, analysis date, analysis date, analysis date, analysis date, analysis date, analysis method, etc.

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

Phase 1: Mandatory Compliance

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

Table 1: Mandatory requirements

Description	DETAILS OF OFFER INDICATE COMPLIANCE BY A TICK (✓)	
	YES	NO
Certificate of accreditation issued by an Accreditation Body that confirms accreditation status to SANS 17025:2018 Testing Standard.		
Bidder must provide 3 reference letters from customers that were serviced within the last two years. The reference letters must be on the official customer letterhead with a contact person if communication with the customer is required.		

PHASE 2: Technical Compliance

Bidders may indicate compliance by means of a “right tick” (✓) under YES and non-compliance by means of a (✓) under NO. Failure to indicate such shall be deemed to be non-compliant and offer disregarded.

A bidder who fails to comply with the requirements below will be disqualified and not considered for further evaluation, inter alia, Phase 3.

4. GENERAL REQUIREMENTS & REPORTING FORMAT

SPECIFICATIONS

GENERAL REQUIREMENTS AND REPORTING FORMAT

Please state clearly whether you, the Analytical Service Provider, comply with the specifications by using the words “YES/NO” or	Details of the offer
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"AGREED/ NOT AGREED" where applicable. Also state clearly any other details of the offer where required.	
4.1 Does the Analytical Service Provider have a laboratory in (<i>Region/ Province</i>) or in proximity thereto. Indicate for which provinces the Analytical Service Provider can provide the specified service (e.g. Chemical analyses and Microbiology in KwaZulu-Natal). This can be a separate Annexure or letter included in the bid document. Where a subcontractor laboratory is used in regions where the bidder does not have laboratory facilities, the subcontractor must be accredited and be able to ensure that the samples submitted will adhere to sample type prescripts so that the results will be accredited.	Yes/No
4.2 a Is your laboratory SANS-17025:2018 accredited? (Please attach a certified copy of the Schedule of Accreditation Certificate and, where possible, if a subcontractor is used, their Schedule of Accreditation Certificate for the analyses to be performed.)	Yes/No
4.2 b Is your laboratory participating in an accredited/recognised Proficiency Testing Scheme (PTS). (Please attach proof of the PTS participation.)	Yes/No
4.2 c List the PTS participated in for the different analyses' requirements Provide evidence of successful participation and z-score evaluation.	Yes/No
4.3 Do you comply with the quality requirements and have accredited methods and quality control procedures as specified in Section 3 ?	Yes/No
4.4 The Analytical Service Provider will not be allowed to change the method of analysis during the contracted period;	Agreed/ Not Agreed
4.5 Has the Analytical Service Provider completed Annexures A to E?	Yes/No
4.6 Can your laboratory perform the following tests?	Yes/No
a) Fresh water samples (Surface river and groundwater)	Yes/No
b) Estuarine water samples	Yes/No
c) Organic analyses	Yes/No
d) Any other environmental sample types that can be handled, such as animal tissue, etc.	Yes/No
4.7 Does the Analytical Service Provider have the following items?	Yes/No
a) Item 1	Yes/No
b) Item 2	Yes/No
c) Item 3	Yes/No
d) Item 4	Yes/No
e) Item 5	Yes/No
4.8 Is the Analytical Service Provider prepared to analyse emergency samples after normal office hours?	Yes/No
4.9 The analytical report must supply representative (typical) confidence limits and limit of detection for each method.	Agreed/ Not Agreed

4.22 The analytical service provider shall have access to or be able to subcontract to an accredited histopathology laboratory (as identified in the WRC Report No. TT 589/14 (A Manual for Fish Kill Investigations in South Africa) or equivalent for gill, liver, and kidney examination.	Agreed/Agreed Not
4.23 Diatom Slide Retention and Ownership 1. For all diatom analyses performed under this contract (Item 5.1 – Ad-hoc / Specialised Biological Analyses), the service provider shall prepare permanent, high-quality microscope slides (or equivalent permanent mounts) for each sample processed. 2. Each slide shall be clearly and permanently labelled with the following minimum information: - o Unique sample identifier (as assigned by the Department) - o Sample collection date - o Site name/code - o Slide preparation date - o Preparer's initials or laboratory reference number 3. The slides, together with any associated digital image files or count sheets, shall be the sole property of the Pongola to Umzimkulu Catchment Management Agency (PUCMA). 4. Within 60 days of completing the diatom analysis for a given batch, the service provider shall physically hand over the labelled slides to the PUCMA's designated representative (Water Resource Planning and Management Department) at a location agreed with the Department. The slides shall be added to the PUCMA diatom reference/culture database. 5. Proof of transfer (e.g., signed delivery note or slide register) shall be submitted with the final invoice for the relevant batch.	Agreed/Agreed Not
4.24 Organic Analysis – Pre-screening Protocol 1. For all samples submitted for organic constituent analysis under Item 3.1a (Water Samples) and Item 3.1b (Soil/Sediment Samples), the service provider shall first perform a pre-screening for the presence of target organic compounds (or groups of compounds) using a rapid, cost-effective method (e.g., gas chromatography-mass spectrometry semi-quantitative scan, or an equivalent validated screening technique). 2. The cost of the pre-screening shall be quoted separately in Annexure A and shall be the only charge incurred if the pre-screening indicates that no target compounds are present above the laboratory's method detection limit. 3. Full quantitative analysis for the listed determinants shall be conducted only if the pre-screening confirms the presence of target compounds at concentrations above the detection limit. In such cases, the full analysis price (as quoted in Annexure A) shall apply in addition to the pre-screening fee. 4. The service provider shall provide to the Department a pre-screening report that clearly states: - o The screening method used. - o The detection limit achieved.	Agreed/Agreed Not

Documents Requirement for verification of Points allocation: -

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from levels 1 to 2, which are QSE or EME	Valid BBBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

The definition and measurement of the goals above are as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders, each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from levels 1 to 2, which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = Mpa \times \frac{P\text{-own}}{100}$$

Where

PC = Points awarded for a specific goal

Mpa = The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

5. QUANTITY OF SAMPLES TO BE ANALYSED DURING CONTRACT PERIOD

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

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

6. CONTRACT AND INVOICES

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

Quarterly Project Management meetings to be conducted to manage the project expenditure and to ensure that the contract period and the contract amount are not exceeded, or when required.

6. Occasional Provision of Courier Services for Dundee Samples (only for Normal/Routine Samples)

Collection Address	Drop-off Address	Weight (kg)	Unit Cost (R)
5 Spoorweg Glencoe 2930	(SP's Laboratory where analysis will be done)	1	
Ditto	Ditto	5	
Ditto	Ditto	10	
5 Spoorweg Glencoe 2930	(SP's Laboratory where analysis will be done)	20	

NB: Please note the following conditions that should be met:

- The cost must be inclusive of supply of sampling bottles/bags.
- The SP must have a Drop-off Point/Depot (preferably within a 30km radius of Durban CBD). (NB: Collection from the Drop-off Point/Depot will be to the SP's account).

7. FURTHER INFORMATION

For further information, contact the following numbers or email:

1. Project Manager: Dr Bongani L. Mdluli
Contact number: 082 8878762
Email address: mdlulib@dws.gov.za

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

ITEM #1		
CONSTITUENT/ PARAMETER (1.1)	UNIT	PRICE FOR ROUTINE SAMPLE
GENERAL INORGANIC CONSTITUENTS		
• Ammonia as N	mg/l	
• Chloride (Cl ⁻)	mg/l	
• Calcium (Ca)	mg/l	
• Chemical Oxygen Demand (COD)	mg O ₂ /l	
• Dissolved Oxygen (DO)	mg/l	
• Dissolved solids	mg/l	
• EC (Electrical Conductivity)	mS/m at 25°C	
• Fluoride (F)	mg/l	
• Magnesium (Mg)	mg/l	
• Nitrate + nitrite as N	mg/l	
• Orthophosphate as P	mg/l	
• pH (measured with a glass electrode)	pH units	
• Potassium (K)	mg/l	
• Silicates as Si	mg/l	
• Sodium (Na)	mg/l	

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE
• Sulphate (SO ₄ ²⁻)	mg/l	
• Total Alkalinity	mg CaCO ₃ /l	
• Total Dissolved Salts (TDS)	mg/l	
• Total Phosphate as P	mg/l	
• Turbidity	NTU	
• Mancozeb	mg/m ₃	
• Glyphosate	g/l	
• Benzene	g/mol	
Price per sample for full analysis group 1.1 requested		R.

CONSTITUENT/ PARAMETER (1.2a)	UNIT	PRICE FOR ROUTINE SAMPLE
TRACE METALS (DISSOLVED)		
• Aluminium (Al)	mg/l or µg/l	
• Arsenic (As)	mg/l or µg/l	
• Cadmium (Cd)	mg/l or µg/l	
• Cobalt (Co)	mg/l or µg/l	
• Iron (Fe)	mg/l or µg/l	
• Lead (Pb)	mg/l or µg/l	
• Nickel (Ni)	mg/l or µg/l	
• Total Inorganic Nitrogen (TIN) (Sn)	mg/l or µg/l	
• Zinc (Zn)	mg/l or µg/l	
• Nitrogen	mg/l or µg/l	
Price per sample for full analysis group 1.2a requested		R.
Price per sample for full analysis group 1.1 and 1.2a is requested.		R.

CONSTITUENT/ PARAMETER (1.2b)	UNIT	PRICE FOR ROUTINE SAMPLE
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• TRACE METALS (ACID-SOLUBLE)			
• Copper (Cu)		mg/l or µg/l	
• Iron (Fe)		mg/l or µg/l	
Price per sample for full analysis group 1.2b requested			R.

CONSTITUENT/ PARAMETER (1.3)		UNIT	PRICE FOR ROUTINE SAMPLE
MICROBIOLOGICAL CONSTITUENTS:			
• E. coli		counts/100ml	
• Total coliforms		counts/100ml	
• Faecal coliforms		counts/100ml	
• Escherichia coli		counts/100ml	

CONSTITUENT/ PARAMETER (1.4)		UNIT	PRICE FOR ROUTINE SAMPLE
BIOLOGICAL CONSTITUENTS:			
• Algal Identification		Identified Algal Species	

ITEM #3			
CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE	
GROUP 3.1a			
ORGANIC CONSTITUENTS: WATER SAMPLES			
Volatile organic compounds (VOCs)			
• Toluene	µg/l	R ...	
Polychlorinated Biphenyls (PCBs)			
PFOs			

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE
Polychlorinated Biphenyls (PCBs)		
Pesticides		
• Atrazine	µg/l	R ...

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE
PAH		
PHTHALATES		
DIOXINS and FURANS		

PCB's (any combination of the congeners)			
Flame Retardants			
Price per sample for full analysis group 3.1a requested			R.
Price per sample for Pre-screening group 3.1a			R.
General qualitative organic compound scan price per sample		Presence confirmation	R.

CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE
GROUP 3.1b		
ORGANIC CONSTITUENTS: SOIL/SEDIMENT SAMPLES		
Volatile organic compounds (VOCs)		
• Toluene	µg/l	R ...
CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE
Polychlorinated Biphenyls (PCBs)		
Pesticides		
• DDT 4,4'	µg/l	R ...
CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE
PAH		
PHTHALATES		
DIOXINS and FURANS		

PCB's (any combination of the congeners)		
CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE
Flame Retardants		
PFOs		
Price per sample for full analysis group 3.1b requested		R.
Price per sample for Pre-screening group 3.1b		R.
General qualitative organic compound scan price per sample	Presence confirmation	R.

NB:

- For all samples submitted for organic constituent analysis under **Item 3.1a (Water Samples)** and **Item 3.1b (Soil/Sediment Samples)**, the service provider shall first perform a **pre-screening** for the presence of target organic compounds (or groups of compounds) using a rapid, cost-effective method (e.g., gas chromatography-mass spectrometry semi-quantitative scan, or an equivalent validated screening technique).
- The **cost of the pre-screening** shall be quoted separately in Annexure A and shall be the only charge incurred if the pre-screening indicates that **no target compounds are present above the laboratory's method detection limit**.

ITEM #4		
CONSTITUENT/ PARAMETER	UNIT	PRICE FOR ROUTINE SAMPLE
PARAMETERS IN ESTUARINE WATER:		
• Ammonia as N	mg/l	R ...
• Chlorophyll a	mg/l or µg/l	R ...
• Nitrate + nitrite as N	mg/l	R ...
• Nitrite as N	mg/l	R ...

• Orthophosphate as P	mg/l	R ...
• Silica	mg/l	R ...

ITEM #5		
CONSTITUENT/ PARAMETER	UNIT	PRICE FOR AD-HOC SAMPLE
AD-HOC / SPECIALISED BIOLOGICAL ANALYSES		
	Total per sample	R
5.2 Fish tissue analysis (following WRC Manual TT 589/14)		
	Total	R.

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

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

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

CONSTITUENT/ PARAMETER	Required LOD	Method LOD	METHOD DESCRIPTION	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
GROUP 1.1				
ITEM 1.1				
•				
GENERAL INORGANIC CONSTITUENTS				
• Ammonia as N	<0.1 mg/l			
• Chloride (Cl ⁻)	<5 mg/l			
• Calcium (Ca)	<5 mg/l			
• Chemical Oxygen Demand (COD)	<10mg/l			
• Dissolved Oxygen (DO)	N/A			
• Dissolved solids	<10mg/l			
• EC (Electrical Conductivity)	<5 mS/m			
• Fluoride (F)	<0.05 mg/l			
• Magnesium (Mg)	<5 mg/l			
• Nitrate + nitrite as N	<0.5 mg/l			
• Nitrate as N	<0.5 mg/l			
• Nitrite as N	<0.1 mg/l			
• Orthophosphate as P	<0.02 mg/l			
• pH (measured with a glass electrode)	2-12			
• Potassium (K)	<5 mg/l			
• Silicates as Si	<1 mg/l			
• Sodium (Na)	<5 mg/l			
• Sulphate (SO ₄ ²⁻)	<5 mg/l			
• Suspended solids	<5 mg/l			
• Total Alkalinity	<10 mg/l			

• Total Dissolved Salts (TDS)	<20 mg/l			
• Total Hardness	N/A			
• Total Kjeldahl Nitrogen	<0.2 mg/l			
• Total phosphate as P	<0.1 mg/l			
• Turbidity	0.1NTU			

CONSTITUENT/ PARAMETER	Required LOD	Method LOD	METHOD DESCRIPTION	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
ITEM 1.2 a & b				
GROUP 1.2 a and b				
TRACE METALS (DISSOLVED)				
• Aluminium (Al)	<20 ug/l			
• Antimony (Sb)	<10 ug/l			
• Arsenic (As)	<10 ug/l			
• Beryllium (Be)	<300 ug/l			
• Boron (B)	<10 ug/l			
• Cadmium (Cd)	<10 ug/l			
• Chromium (Cr)	<10 ug/l			
• Cobalt (Co)	<10 ug/l			
• Copper (Cu)	<5 ug/l			
• Iron (Fe)	<20 ug/l			
• Lead (Pb)	<20 ug/l			
• Lithium (Li)	<25 ug/l			
• Manganese (Mn)	<20 ug/l			
• Mercury (Hg)	<10 ug/l			
• Molybdenum (Mo)	<10 ug/l			
• Nickel (Ni)	<10 ug/l			
• Selenium (Se)	<10 ug/l			
• Strontium (Sr)	<10 ug/l			

CONSTITUENT/ PARAMETER	Required LOD	Method LOD	METHOD DESCRIPTION	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
• Tin (Sn)	<10 ug/l			
• Uranium (U)	<10 ug/l			
• Vanadium (V)	<10 ug/l			
• Zinc (Zn)	<20 ug/l			

GROUP 1.3

MICROBIOLOGICAL CONSTITUENTS:

• E. coli	0			
• Total coliforms	0			
• Faecal coliforms	0			
• Vibrio species	0			

GROUP 1.4

BIOLOGICAL CONSTITUENTS:

• Algal Identification	N/A			
• Chlorophyll a	<2 ug/l			
• Microcystin (ELISA test)	<2 ug/l			

ITEM 2

GROUP 2.1

PARAMETERS FOR TOXICITY ANALYSES:

• Daphnia magna (for base/general acute/chronic toxicity levels)				
• Zebrafish Embryo (FET) for EDCs and POPs				
• Yeast assay (YES/YAS) for EDCs and POPs				
• Microtox (bacteria) – rapid screening of acute overall toxicity				

CONSTITUENT/ PARAMETER	Required LOD	Method LOD	METHOD DESCRIPTION	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
ITEM 3				
GROUP 3.1a				
ORGANIC CONSTITUENTS: WATER SAMPLES				
	ug/l	ug/l		
Volatile organic compounds (VOCs)				
• Carbon Tetrachloride	0.01			
• 1,1,1-Trichloroethane	0.01			
• Trichloroethylene	0.01			
• Tetrachloroethylene	0.01			
• 1,2-Dichloroethane	0.01			
• 1,2-Dichloropropane	0.01			
• Toluene	0.01			
• Chlorobenzene	0.01			
• 1,4-Dichlorobenzene	0.01			
• 1,3-Dichlorobenzene	0.01			
• Phenols (Total)	0.01			
	ug/l	ug/l		
Polychlorinated Biphenyls (PCBs)				
• Arochlor 1254	0.05-0.08			
• Arochlor 1260	0.05-0.08			
	ug/l	ug/l		
Pesticides				
• Acetochlor	3			
• Aldrin	0.01			
• Atrazine	0.01			
• HCH-alpha	0.01			

CONSTITUENT/ PARAMETER	Required LOD	Method LOD	METHOD DESCRIPTION	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
• HCH-beta	0.01			
• HCH-delta	0.01			
• Chlordane cis (alpha)	0.01			
• Chlordane trans (gamma)	0.01			
• Chlordecone	0.05			
• DDD 4,4'	0.01			
• DDE 4,4'	0.01			
• DDT 4,4'	0.01			
• Dieldrin	0.01			
• Endosulfan alpha	0.01			
• Endosulfan beta	0.01			
• Endosulfan SO ₄	0.01			
• Endrin	0.01			
• Heptachlor	0.01			
• Heptachlor-epoxide	0.01			
• Lindane (HCH gamma)	0.01			
• Methamidophos	3			
• Mirex	3			
• Monocrotophos	3			
• Pentachlorobenzene	5			
• Simazine	0.1			
• Terbutylazine	3			
• Toxaphene	50			
PAH	ug/l	ug/l		
• Acenaphthylene	0.5			
• Benzo (a) pyrene	0.5			
• Fluoranthrene	0.5			

CONSTITUENT/ PARAMETER	Required LOD	Method LOD	METHOD DESCRIPTION	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
• Naphthalene	0.5			
• Phenanthrene	0.5			
• PHTHALATES	ug/l	ug/l		
• Di-butyl phthalate	1			
• Di-ethyl phthalate	1			
• Dihexyl phthalate	1			
• Dimethyl phthalate	1			
• Dioctyl phthalate	1			
DIOXINS and FURANS	ug/l	ug/l		
• Carbofuran	1-10			
• Dibenzofuran	1-10			
• Pentafurans	1-10			
PCB's (any combination of the congeners)				
• PCB-77,81,105,114,118,123, 126,156,157,167,169,189	0.05-0.08			
Flame Retardants	ug/l	ug/l		
• Hephta-BDE	0.001-0.008			
• Hexa-BB (PBB)	0.001-0.008			
• Hexabromocyclododecane (HBCD)	0.001-0.008			
• Hexa-BDE	0.001-0.008			
• Penta-BDE	0.001-0.008			
• Tetra-BDE	0.001-0.008			

CONSTITUENT/ PARAMETER	Required LOD ug/l	Method LOD ug/l	METHOD DESCRIPTION	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
PFOs				
• Perfluorooctane sulfonic acid (PFOS)	0.5			

ITEM 3

GROUP 3.1b

ORGANIC CONSTITUENTS: SOIL/SEDIMENT SAMPLES

Volatile organic compounds (VOCs)	ug/l	ug/l		
• Carbon Tetrachloride	0.01			
• 1,1,1-Trichloroethane	0.01			
• Trichloroethylene	0.01			
• Tetrachloroethylene	0.01			
• 1,2-Dichloroethane	0.01			
• 1,2-Dichloropropane	0.01			
• Toluene	0.01			
• Chlorobenzene	0.01			
• 1,4-Dichlorobenzene	0.01			
• 1,3-Dichlorobenzene	0.01			
• Phenols (Total)	0.01			

Polychlorinated Biphenyls (PCBs)	ug/l	ug/l		
• Arochlor 1254	0.05-0.08			
• Arochlor 1260	0.05-0.08			

CONSTITUENT/ PARAMETER	Required LOD ug/l	Method LOD ug/l	METHOD DESCRIPTION	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
Pesticides				
• Acetochlor	3			
• Aldrin	0.01			
• Atrazine	0.01			
• HCH-alpha	0.01			
• HCH-beta	0.01			
• HCH-delta	0.01			
• Chlordane cis (alpha)	0.01			
• Chlordane trans (gamma)	0.01			
• Chlordecone	0.05			
• DDD 4,4'	0.01			
• DDE 4,4'	0.01			
• DDT 4,4'	0.01			
• Dieldrin	0.01			
• Endosulfan alpha	0.01			
• Endosulfan beta	0.01			
• Endosulfan SO ₄	0.01			
• Endrin	0.01			
• Heptachlor	0.01			
• Heptachlor-epoxide	0.01			
• Lindane (HCH gamma)	0.01			
• Methamidophos	3			
• Mirex	3			
• Monocrotophos	3			
• Pentachlorobenzene	5			
• Simazine	0.1			
• Terbutylazine	3			

CONSTITUENT/ PARAMETER	Required LOD	Method LOD	METHOD DESCRIPTION	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
• Toxaphene	50			
PAH	ug/l	ug/l		
• Acenaphthylene	0.5			
• Benzo (a) pyrene	0.5			
• Fluoranthrene	0.5			
• Naphthalene	0.5			
• Phenanthrene	0.5			
• PHTHALATES	ug/l	ug/l		
• Di-butyl phthalate	1			
• Di-ethyl phthalate	1			
• Dihexyl phthalate	1			
• Dimethyl phthalate	1			
• Dioctyl phthalate	1			
DIOXINS and FURANS	ug/l	ug/l		
• Carbofuran	1-10			
• Dibenzofuran	1-10			
• Pentafurans	1-10			
PCBs (any combination of the congeners)				
• PCB-77,81,105,114,118,123, 126,156,157,167,169,189	0.05-0.08			

CONSTITUENT/ PARAMETER	Required LOD ug/l	Method LOD ug/l	METHOD DESCRIPTION	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
Flame Retardants				
• Hephta-BDE	0.001-0.008			
• Hexa-BB (PBB)	0.001-0.008			
• Hexabromocyclododecane (HBCD)	0.001-0.008			
• Hexa-BDE	0.001-0.008			
• Penta-BDE	0.001-0.008			
• Tetra-BDE	0.001-0.008			
PFOs	ug/l	ug/l		
• Perfluorooctane sulfonic acid (PFOS)	0.5			
• Perfluorooctane sulfonyl fluoride (PFOS-F)	0.5			
ITEM 4				
GROUP 4.1				
PARAMETERS IN ESTUARINE WATER:				
• Ammonia as N	<0.02mg/l			
• Chlorophyll a	<2 ug/l			
• Nitrate + nitrite as N	<0.02mg/l			
• Nitrate as N	<0.02mg/l			
• Nitrite as N	<0.02mg/l			
• Orthophosphate as P	<0.02mg/l			
• Silica	<1mg/l			

ITEM 5				
CONSTITUENT/ PARAMETER	Required LOD ug/l	Method LOD ug/l	METHOD DESCRIPTION	LABORATORY (IN- HOUSE/SUBCONTRACTOR)
5.1 Diatom analysis (identification and enumeration) • Sample processing & slide preparation • Identification to species level (minimum 400 valves) • Relative abundance (%) calculation				
5.2 Fish tissue analysis (following WRC Manual TT 589/14) • Wet weight of target organs • Histopathology (gill, liver, kidney) • Bacteriology (isolated from tissue) • Virology (if required)				

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

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:

CONSTITUENT/ PARAMETER	MONTHLY ANALYTICAL AND SPARE CAPACITY	MEDIA (Soil, Water, other)
ITEM 1		
GROUP 1.1		
GENERAL INORGANIC CONSTITUENTS		
• Ammonia as N		
• Chloride (Cl ⁻)		
• Calcium (Ca)		
• Chemical Oxygen Demand (COD)		
• Dissolved Oxygen (DO)		
• Dissolved solids		
• EC (Electrical Conductivity)		
• Fluoride (F)		
• Magnesium (Mg)		
• Nitrate + nitrite as N		
• Nitrate as N		
• Nitrite as N		
• Orthophosphate as P		
• Total phosphate as P		
• Orthophosphate as P		
• Oxygen Absorbed (OA)		
• pH (measured with a glass electrode)		
• Potassium (K)		
• Silicates as Si		
• Sodium (Na)		
• Sulphate (SO ₄ ²⁻)		
• Suspended solids		
• Total Alkalinity		
• Total Dissolved Salts (TDS)		
• Total Hardness		
• Total Kjeldahl Nitrogen		
• Total phosphate as P		
• Turbidity		

CONSTITUENT/ PARAMETER	MONTHLY ANALYTICAL AND SPARE CAPACITY	MEDIA (Soil, Water, other)
GROUP 1.2 a and b		
TRACE METALS (DISSOLVED and ACID- SOLUBLE)		
• Aluminium (Al)		
• Antimony (Sb)		
• Arsenic (As)		
• Beryllium (Be)		
• Boron (B)		
• Cadmium (Cd)		
• Chromium (Cr)		
• Cobalt (Co)		
• Copper (Cu)		
• Iron (Fe)		
• Lead (Pb)		
• Lithium (Li)		
• Manganese (Mn)		
• Mercury (Hg)		
• Nickel (Ni)		
• Selenium (Se)		
• Strontium (Sr)		
• Tin (Sn)		
• Uranium (U)		
• Vanadium (V)		
• Zinc (Zn)		
GROUP 1.3		
MICROBIOLOGICAL CONSTITUENTS:		
• E. coli		
• Total coliforms		
• Faecal coliforms		
• Vibrio species		
GROUP 1.4		
BIOLOGICAL CONSTITUENTS:		
• Algal Identification		
• Chlorophyll a		
• Microcystin (ELISA test)		

CONSTITUENT/ PARAMETER	MONTHLY ANALYTICAL AND SPARE CAPACITY	MEDIA (Soil, Water, other)
ITEM 2		
GROUP 2.1		
PARAMETERS FOR TOXICITY ANALYSES:		
• Daphnia magna (for base/general acute/chronic toxicity levels)		
• Zebrafish Embryo (FET) for EDCs and POPs		
• Yeast assay (YES/YAS) for EDCs and POPs		
• Microtox (bacteria) – rapid screening of acute overall toxicity		

CONSTITUENT/ PARAMETER	MONTHLY ANALYTICAL AND SPARE CAPACITY	MEDIA (Soil, Water, other)
ITEM 3		
GROUP 3.1		
ORGANIC CONSTITUENTS:		
• Volatile organic compounds (VOCs)		
• Carbon Tetrachloride		
• 1,1,1-Trichloroethane		
• Trichloroethylene		
• Tetrachloroethylene		
• 1,2-Dichloroethane		
• 1,2-Dichloropropane		
• Toluene		
• Chlorobenzene		
• 1,4-Dichlorobenzene		
• 1,3-Dichlorobenzene		
• Phenols (Total)		
Polychlorinated Biphenyls (PCBs)		
• Arochlor 1254		
• Arochlor 1260		
Pesticides		
• Acetochlor		
• Aldrin		
• Atrazine		

• HCH-alpha		
CONSTITUENT/ PARAMETER	MONTHLY ANALYTICAL AND SPARE CAPACITY	MEDIA (Soil, Water, other)
• HCH-beta		
• HCH-delta		
• Chlordane cis (alpha)		
• Chlordane trans (gamma)		
• Chlordecone		
• DDD 4,4'		
• DDE 4,4'		
• DDT 4,4'		
• Dieldrin		
• Endosulfan alpha		
• Endosulfan beta		
• Endosulfan SO ₄		
• Endrin		
• Heptachlor		
• Heptachlor-epoxide		
• Lindane (HCH gamma)		
• Methamidophos		
• Mirex		
• Monocrotophos		
• Pentachlorobenzene		
• Simazine		
• Terbutylazine		
• Toxaphene		
• PAH		
• Acenaphthylene		
• Benzo (a) pyrene		
• Fluoranthrene		
• Napthalene		
• Phenanthrene		
•		
• PHthalATES		
• Di-butyl phthalate		
• Di-ethyl phthalate		
• Dihexyl phthalate		
• Dimethyl phthalate		
• Dioctyl phthalate		
•		
• DIOXINS and FURANS		
• Carbofuran		
• Dibenzofuran		
• Pentafurans		

CONSTITUENT/ PARAMETER	MONTHLY ANALYTICAL AND SPARE CAPACITY	MEDIA (Soil, Water, other)
PCBs (any combination of the congeners)		
PCB- 77,81,105,114,118,123, 126,156,157,167,169,1 89		
Flame Retardants		
Hephta-BDE		
Hexa-BB (PBB)		
Hexabromocyclododeca ne (HBCD)		
Hexa-BDE		
Penta-BDE		
Tetra-BDE		
PFOs		
Perfluorooctane sulfonic acid (PFOS)		
Perfluorooctane sulfonyl fluoride (PFOS-F)		
General qualitative organic compound scan		

CONSTITUENT/ PARAMETER	MONTHLY ANALYTICAL AND SPARE CAPACITY	MEDIA (Soil, Water, other)
ITEM 4		
GROUP 4.1		
ESTAUINE CONSTITUENTS:		
• Ammonia as N		
• Chlorophyll a		
• Nitrate + nitrite as N		
• Nitrate as N		
• Nitrite as N		
• Orthophosphate as P		
• Silica		

CONSTITUENT/ PARAMETER	MONTHLY ANALYTICAL AND SPARE CAPACITY	MEDIA (Water, Tissue, etc.)
ITEM 5		
Ad-Hoc/Specialized Biological Analyses		
5.1 Diatom analysis (identification and enumeration) • Sample processing & slide preparation • Identification to species level (minimum 400 valves) • Relative abundance (%) calculation		
5.2 Fish tissue analysis (following WRC Manual TT 589/14) • Wet weight of target organs • Histopathology (gill, liver, kidney) • Bacteriology (isolated from tissue) • Virology (if required)		

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

ANNEXURE D: QUESTIONNAIRE

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

QUESTIONNAIRE	REPLY (YES/NO, where necessary specify)
1. Are the prices quoted firm for the full period of the contract? (i.e., no adjustments as per paragraphs 17.1 of General Conditions of Contract.	
2. Are the analytical methods fully documented?	
3. Are your analytical methods accredited?	
4. Are full records of analytical data kept for at least five years?	
5. Does the analyst in charge of the laboratory have at least five years' experience in analytical work?	
6. Does the laboratory supervisor have applicable qualifications?	
7. What is the present analytical capacity per month?	
8. What is the usual turnaround time between submission of samples and provision of the analytical report?	
9. Is an example of your analytical report attached?	
10. Are details attached regarding the safe disposal of your waste?	
11. Is documented proof of the analytical performance attached?	
12. Is an example of a fully documented description of the analytical methods attached?	
13. Is the curriculum vitae of Technical Signatories attached?	
14. Are three customer reference letters attached?	
15. Are Annexures A-D completed as specified?	
16. Is section 4 completed as specified?	
17. List any other attachments not specified above.	

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PONGOLA UMZIMKULU CATCHMENT MANAGEMENT AGENCY							
BID NUMBER: PUCMA16PK		CLOSING DATE: 21/10/2026			CLOSING TIME: 11:00		
DESCRIPTION		PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR A PERIOD OF 36 MONTHS					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
Address where the documents will be delivered:							
303 Dr Pixley KaSeme Street Delta Towers Building (GROUND FLOOR) Tender Box							
DURBAN 4001							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Ms. S NDABA OR Mr. S MBOKAZI			CONTACT PERSON	Dr B. MDLULI		
TELEPHONE NUMBER	0674255331			TELEPHONE NUMBER	082 8878762		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER			
E-MAIL ADDRESS	Ndabas@dws.gov.za / Mbokazis@dws.gov.za			E-MAIL ADDRESS	mdlulib@dws.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NU			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NU			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]		
	☐ Yes ☐ No				☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes ☐ No ☐ [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
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.							

**PA
RT
B
TERMS AND CONDITIONS FOR
BIDDING**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN 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:

.....

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....Bid number.....

Closing Time 11:00 Closing date.....

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

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

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

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

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

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

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

SBD 4**BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

.....

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

- 2.3.1 If so, furnish particulars:

.....

.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to

preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise (Province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be 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
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18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)
34.	Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

- 1 The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or 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 and documents

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

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

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts
 - 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 amendments
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms 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 and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force
Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination
for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of
Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of
liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging)
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)