

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		Provincial Supply Chain Management								
		Request for Proposal			Page 1 of 3					
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE		TIME			
COMPULSORY SITE INSPECTION	Y		N		DATE		TIME			
INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION					
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.										

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.



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SUPPLIER INFORMATION					
COMPANY NAME					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09 (SBD 2)]

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.



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Tender documents can be obtained from <http://www.treasury.gpg.gov.za>

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y		N		TERM BASED TYPE	Y		N		VALUE BASED TYPE	Y		N	
VALUE BASED	Y		N											
QUANTITY BASED	Y		N											
TERM BASED	Y		N											



Provincial Supply Chain Management

RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

The goods / services are therefore required by the Customer Department / Institution, as indicated on RFP 01.

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.

This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Point System

Points SHALL be allocated as follows:

Points for

Points for

*** It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



Provincial Supply Chain Management

Instructions to Bidders

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1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP(not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



Provincial Supply Chain Management

Instructions to Bidders

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acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.

The bid must be deposited or posted;

 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State institution

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

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- 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:

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- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

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

- 2.3.1 If so, furnish particulars:

--

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
 Filename:RFP4GPT (SBD4)

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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	



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Special Conditions

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RFP NUMBER	
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CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY “√”

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session
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EVALUATION METHODOLOGY

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

Stage 1

Criteria for Functionality	Points
TOTAL	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated

Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	80
Preference Points	20
TOTAL	100

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1) and Pricing and B-BBEE (Stage 2) be placed in two separate sealed envelopes marked:

- **Stage One**–

- **Stage Two**–

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SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
--------------	--	-----------	--

	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

- The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your supplier)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

=====

THIS SECTION IS FOR OFFICE USE ONLY!						
Observations	Initial Job Count	Job Creation Potential	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



**TERMS OF REFERENCE FOR THE PROCUREMENT OF MONITORING INSTRUMENTS,
REPAIRS AND MAINTENANCE OF THE IDENTIFIED GAUTENG AMBIENT AIR QUALITY
MONITORING STATIONS FOR A PERIOD OF THREE (3) YEARS**

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1. ACRONYMS

ACSA	Airport Company South Africa
AQM	Air Quality Monitoring
AQMN	Air Quality Monitoring Network
B-BBEE	Broad-based Black Economic Empowerment
BC	Black Carbon
GDARDE	Gauteng Department of Agriculture Rural Development and Environment
kVA	Kilovolt-amperes
CSD	Central Supplier Database
CO	Carbon Monoxide
CoE	City of Ekurhuleni Metropolitan Municipality
CoT	City of Tshwane Metropolitan Municipality
ISO	International Organization for Standardization
H₂S	Hydrogen Sulphide
NO_x	Nitrogen Oxides
PM	Particulate Matter
PSC	Project Steering Committee
PPR	Preferential Procurement Regulation
RFP	Request for Proposal
SDM	Sedibeng District Municipality
SAAQIS	South African Air Quality Information System
SANAS	South African National Accreditation System
SARS	South African Revenue Services
SO₂	Sulphur Dioxide
SOP	Standard Operating Procedures
QA	Quality Assurance
QC	Quality Control
O₃	Ozone
UPS	Uninterrupted Power Supplier
US-EPA	United States - Environmental Protection Agency
VAT	Value Added Tax
VOC	Volatile Organic Compound
WRDM	West Rand District Municipality

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3. BACKGROUND

Gauteng is a highly industrialised province with two (2) declared priority areas (Highveld and Vaal Triangle Airshed) and therefore the province is continuously required to report ambient air quality data to South African Air Quality Information System (SAAQIS) as required in terms of National Environmental Management: Air Quality Act (Act 39 of 2004). The reporting of ambient air quality data to SAAQIS also plays a significant role in the development of policies, guidelines and regulations related to air quality management. Furthermore, the national air quality framework as part of the National Environmental Management: Air Quality Act (Act 39 of 2004) outlines the need for ambient air quality monitoring stations to be managed and well maintained continuously to provide stable ambient air quality data.

However, in addition to work being done by various municipalities in Gauteng Province to ensure ambient air quality monitoring stations operational state, the Department of Agriculture, Rural Development and Environment (GDARDE) identify monitoring stations on which the province would provide support on the monitoring stations maintenance on behalf of various municipalities so that the province would have stable and continuous ambient air quality data from the well-distributed, operational and reliable ambient air quality monitoring stations.

The support on the procurement, repair and maintenance of the monitoring stations will be for three (3) years. Upon expiry of the contract, the monitoring infrastructure will be handed over to various network owners to continue with the maintenance and management. Below is a List of air quality monitoring stations identified as part of the project.

Table 1: Monitoring Stations per municipality

Sedibeng District Municipality (SDM)	West Rand District Municipality (WRDM)	City of Ekurhuleni Metropolitan Municipality (CoE)	City of Tshwane Metropolitan Municipality (CoT)
Meyerton AQM Station	Mogale AQM Station	ACSA OR Tambo AQM Station	Pretoria West AQM Station
Vanderbijlpark AQM Station	Randfontein AQM Station	-	Mamelodi AQM Station
-	-	-	Ekandustria AQM Station

4. PROBLEM ANALYSIS

The commissioning of ambient air quality monitoring stations has been an immense investment by all spheres of government. Together with the capital investment required to procure the instruments, there is budget required for the operation and maintenance to keep the stations running. What has emerged over the years is that many municipalities have been unable to manage and maintain their monitoring stations at the required level in order to produce air quality data that is scientifically sound and that can be used for decision making primarily due to the fact that when purchasing these stations, the budget for maintenance and operation was not factored in, thereby leading to poor maintenance and to the collapse of the functioning of the stations. The factors affecting the inability of provinces and municipalities to optimally manage the stations include, amongst others, the following:

- Unavailability of budget to fund operational requirements;
- Lack of skills and capacity; and
- Lack of proper planning for management of stations.

In light of the challenges mentioned above with regards to the government-owned air quality monitoring stations across the province, GDARDE will be taking over the operation, maintenance and the overall management for some of the municipal-owned stations for a period of three (3) years.

5. PROJECT AIM AND OBJECTIVE

The purpose of this project is to take over the maintenance and management of the identified air quality monitoring stations (on behalf of the local authorities) for a period of three (3) years. The project aims to improve the conditions of all the identified air quality monitoring stations in order to obtain stable and continuous air quality data for the province. The following objectives shall be met throughout the project period:

- 1) Procurement of two (2) analysers for West Rand District Municipality
- 2) Procurement of two (2) monitors for West Rand District Municipality
- 3) Continuously maintaining the identified air quality monitoring stations in Gauteng Province for a period of three (3) years
- 4) All identified stations to report air quality monitoring data live to SAAQIS to improve intervention on mitigation strategies for the province

- 5) To ensure the sustainable management of the identified stations
- 6) To develop practical and theoretical skills in provincial air quality monitoring fraternity on the maintenance and management of ambient air quality monitoring stations within the province.

6. STATUS QUO ANALYSIS

The above-mentioned air quality monitoring stations (Table 1) were identified to be part of the three (3) year project so that the province can provide support on the maintenance and management of such monitoring infrastructure on behalf of the municipalities. Below is the accurate status quo for the identified stations:

6.1 Overview of the identified air quality monitoring stations

LEGEND: Instruments switched off:  Instruments working: 
Instruments not available:  Instruments out for repair: 

Table 2: Sedibeng District Municipality (SDM)

STATION NAME	PARAMETER								SAAQIS REPORTING STATUS
	SO ₂	NO _x	O ₃	CO	PM ₁₀	PM _{2.5}	H ₂ S	BC	
Meyerton AQM Station	Teledyne API T100	Teledyne T200	Teledyne T400		Dual PM _{10/2.5} Teledyne monitor	Dual PM _{10/2.5} Teledyne monitor		Black Carbon (Magee Scientific Model AE33-7)	Yes
Vanderbijlpark AQM Station	Teledyne API T100	Teledyne T200	Teledyne T400		Dual PM _{10/2.5} Teledyne monitor	Dual PM _{10/2.5} Teledyne monitor		Black Carbon (Magee Scientific Model AE33-7)	Yes

Table 3: West Rand District Municipality (WRDM)

STATION NAME	PARAMETER								SAAQIS REPORTING STATUS
	SO ₂	NO _x	O ₃	CO	PM ₁₀	PM _{2.5}	H ₂ S	VOC	
Mogale AQM Station	Teledyne T100A	Thermo model 42C		Teledyne	Thermo FH62C14				No
Randfontein AQM Station	Teledyne T100A	Thermo model 42C	Thermo model 49C O ₃		Thermo FH62C14				No

Table 4: City of Ekurhuleni Metropolitan Municipality (CoE)

STATION NAME	PARAMETER								SAAQIS REPORTING STATUS
	SO ₂	NO _x	O ₃	CO	PM ₁₀	PM _{2.5}	H ₂ S	VOC	
ACSA OR Tambo AQM Station	Thermo Model 43i	Thermo model 42C	Thermo model 49i	Thermo model 48C	Thermo model FH62 C-14				No

Table 5: City of Tshwane Metropolitan Municipality (CoT)

STATION NAME	PARAMETER								SAAQIS REPORTING STATUS
	SO ₂	NO _x	O ₃	CO	PM ₁₀	PM _{2.5}	H ₂ S	VOC	
Pretoria West AQM Station	Horiba	Horiba APNA-370	API T400	Horiba APMA-370	Palas Instruments	Palas Instruments			Yes
Mamelodi AQM Station	Thermo model 43i	Thermo model 42i	Thermo model 49i	Thermo model 48i	Thermo Model FH62-C-14				Yes
Ekandustria AQM Station	Thermo Model 43i	Ecotech	Teledyne	Thermo	Thermo	Thermo			Yes

7. SCOPE OF WORK

The objective of this request for proposals from potential Service Providers that are able to support the Department (GDARDE) with the procurement of analysers and monitors, repair and maintenance of the stations outlined in the table above for a period of three (3) years. This is to ensure that all the stations identified continuously produce credible and reliable ambient air quality data which can be reported to the South African Air Quality Information System (SAAQIS). In order to meet the project objective, the service provider must ensure the delivery of the following outputs as per the provision of the National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004).

7.1 OUTPUT 1: Undertake an assessment of all the stations and establish an asset registry

7.1.1 The service provider must conduct and submit an assessment of all assets in all identified stations in order to establish essential resource requirements for conducting air quality measurements such as, infrastructure in the field and equipment for the stations. The assessment report must include:

- Status of the instruments at each station.
- Service and maintenance contract currently in place at each station.
- The capacity of authorities to manage their stations.
- Procurement requirements for instruments, consumables, support equipment etc.
- Other requirements needed at each station to ensure effective management of the stations including electricity, security, air conditioning, shelters etc.
- Ensure that the Asset Registry is included in SAAQIS.

7.2 OUTPUT 2: Supply, delivery, installation, maintenance and commissioning of dual PM_{10/2.5} and SO₂ monitoring instruments at West Rand District Municipality

7.2.1 The service provider must supply, deliver, install and commission PM_{10/2.5} and SO₂ as well as the full maintenance and repairs for both Randfontein and Mogale monitoring stations in West Rand District Municipality. The Air Quality Monitoring Equipment shall be installed, operate and report data to SAAQIS. The installation and commissioning report shall be produced by an independent party indicating that the installations are in place, calibrated and operating satisfactorily as per the manufacturer specifications. The service provider must have the expertise and capacity to undertake installation and commissioning of new equipment.

7.2.2 Instrument specifications for the two (2) West Rand District Municipality stations.

1) The supply, delivery, installation and commissioning of two (2) dual PM_{10/2.5} Monitors

Table 6: Specifications for dual PM_{10/2.5} Monitors

Proposal describing the instrument and accessories to be provided including the following mandatory requirements.	
No	Item Description
1.	Dual PM _{10/2.5} Instrument - Reference method EN 14907 must be used as required by the Air Quality Act Section 9 (National Ambient Air Quality Standard for Particulate Matter, 2012), documentary proof of method by internationally recognized bodies shall be provided (suitable evidence in the form of certificates). - Reference method EN 12341 must be used as required by the Air Quality Act Section 9 (National Ambient Air Quality Standards, 2009), documentary proof of method by internationally recognised bodies shall be provided (suitable evidence in the form of certificates).
2.	Instrument Sample Inlets with suitable sampling heads and flanges for the housing of the instruments within a standard mobile ambient air quality monitoring station.
3.	One year's expendables kit
4.	Standard 2-year carry-in-warranty
5.	Total quantity required is two (2)

2) The supply, delivery, installation and commissioning of two (2) SO₂ Analysers for West Rand District Municipality

Table 7: Specifications for SO₂ Analysers

No.	Instrument Specification	Zero	Span 2
1.	SO ₂ Linearity	≤ 1 %	≤ 0.5 %
2.	SO ₂ Zero Drift (24 Hours)	< 1ppb	≤1 ppb
3.	Internal Data logging capabilities		Yes
4.	Internal pump		Yes
5.	Reference method for the analysis of SO ₂ shall be ISO 6767 as required by the Air Quality Act; documentary proof of method by internationally recognised bodies shall be provided (suitable evidence in the form of certificates).		
6.	One year's Expendables Kit		
7.	Standard 2-year carry-in-warranty		
8.	Total quantity required is two (2)		

7.3 OUTPUT 3: Resuscitate the OR Tambo Air Quality Monitoring Station

7.3.1 The service provider must fully resuscitate the OR Tambo ambient air quality monitoring station and procure the following missing required components for the station to be operational and reporting data live to SAAQIS, full maintenance and repairs on all analysers and Meteorological equipment must be done:

- Four (4) external pumps for Thermo monitor and analysers (1 x 425452065 - universal pump, 110-220V for FH62- C14 and 3 x 111553-01: Assy pumps for 43i, 48i & 49i)
- Sample inlet for Thermo PM₁₀ monitor
- One (1) 3 kVA Model 9SX15000 Uninterrupted Power Supply (UPS)
- One (1) Tipping Bucket Rain Gauge (unheated) model 52203
- One (1) Wall Split Air Conditioner System Model FT60/R60
- One (1) envidas data logger
- Five (5) communication modules
- One (1) Lightning conductor
- One (1) Computer with keyboard
- One (1) 10kg Fire Extinguisher.

7.4 OUTPUT 4: Development of an Air Quality Monitoring Plan for all the identified stations

7.4.1 The service provider must establish a detailed Air Quality Monitoring Plan to cover the duration of the project (3 years). The plan must be revisited annually and be approved by GDARDE, based on the lessons learnt during the previous year of the project, to ensure that the ultimate objectives of the project are fulfilled. The monitoring plan must:

- Identify essential resource requirements for conducting air quality measurements such as manpower, infrastructure in the field and laboratory and equipment.
- Include scheduling of station management, instrument maintenance and calibration for a sustainable operating monitoring station.
- Provide data acquisition, management and reporting procedures.
- Identify sufficient resources (financial staff, equipment, spares, consumables etc.) to be made available for the operation of the stations, purchasing of new/replacement instruments, data management (processing, reporting, archiving) and undertaking laboratory quality assurance and quality control procedures.

- Develop and implement a skill transfer plan for Gauteng provincial and municipal officials so that they are capacitated to undertake the work upon project completion. This skill transfer plan should be presented to the Project Steering Committee and be approved by GDARDE at the beginning of the project.

7.5 OUTPUT 5: Operation, maintenance, calibration and data management for all stations

7.5.1 The continuous operation, maintenance, calibrations and management of the stations must include, but not limited to, the following:

- Maintaining and ensuring operation of the identified Air Quality Monitoring Network (AQMN)
- Repairs and maintenance, including keeping an inventory of critical spares to ensure that the equipment downtime is kept at a minimum.
- All required calibrations must be done, including but not limited to the following:
 - o Quarterly full dynamic calibrations of all gas analysers per year
 - o Perform in every two (2) weeks a zero and span checks on all analysers during each visit
 - o Annual South African National Accreditation System (SANAS) accredited calibrations on all analysers
 - o Annual calibration on meteorological instrumentation.
- Data Quality Control and Data Assurance (in line with Norms & Standards for Ambient Air Quality Monitoring Stations and other codes of good practice).
- All stations operation including data management must be done in the SAAQIS Data Manager and Asset Maintenance platforms (online).
- Supply and changing of filters, paper tapes, cleaning materials, charcoal filters; scrubbers and diaphragms.
- Cleaning, servicing and maintaining of air conditioning units.
- Cleaning and maintenance of all equipment at the stations, including inter alia the fire extinguishers, inlet and outlet tubes.
- Cleaning of the inside shelter, perimeter of the station grounds (cutting and/or controlling of weeds and grass) as well as in close proximity outside the shelter.

7.5.2 At Sedibeng District Municipality (Vanderbijlpark monitoring station), the management, maintenance and repairs of the equipment must exclude only the PM_{10/2.5} and SO₂.

7.6 OUTPUT 6: Repair of damaged and/or malfunctioning monitoring equipment

- 7.6.1 The service provider must have capacity or effective plan to repair damaged and/or malfunctioning monitoring equipment and return such to operation within a reasonable timeframe.

7.7 OUTPUT 7: Data management and reporting for all stations

- 7.7.1 The service provider will be required to prepare detailed air quality monitoring reports monthly, quarterly and annually for the duration of the contract and submit a project closure report at the end of the project. These reports will be distributed among key regulatory stakeholders, in a standard format that follows the national norms & standards of ambient air quality monitoring.
- 7.7.2 The service provider will be required to upload these reports onto SAAQIS monthly and must also supply raw data, quality controlled and quality assured data to the Data Management System that is in the South African Air Quality Information System (SAAQIS) to ensure that current and accurate data is readily available to the public.

7.8 OUTPUT 8: Skill transfer to network owners and GDARDE officials

- 7.8.1 It is envisaged that at the end of the contract, five (5) GDARDE officials and ten (10) municipality air quality monitoring officials would have been capacitated, and the network owners will be in a position to take over the management of the air quality monitoring facilities and their associated systems. Future maintenance and sustainability of the network will be the responsibility of the network owners.
- 7.8.2 The service provider will therefore implement a skills transfer programme to prepare network owners for taking over the management of these facilities, thereby ensuring a seamless continuity in the generation of quality data, and management of the network to acceptable standards. The service provider must work closely with the network owners to develop the skill transfer plan which must cover inter alia, but not be limited to the following aspects:
- Developing standard operating procedures (SOPs) for station maintenance, calibrations and data validation
 - Selecting and installing monitoring equipment
 - Calibrating equipment, performing quality control

- Shelter and equipment maintenance
- Instruments Diagnostics checks & troubleshooting
- Data Analysis (Understanding population and measurements)
- Assessing/interpreting data (data quality assessments)
- Reporting of data Quality Assurance
- Developing quality control systems
- Developing data quality objectives, implementing management and technical systems audits and performance evaluations
- Validating ambient data
- Quality Assurance reporting
- Selecting information technology (data loggers and data bases)
- Developing analyser outputs to data loggers and data transfer to local data base
- Transferring data from the local data base to external data repositories.

7.8.3 The skill transfer plan must include all phases of the project and it is expected that the monitoring officials must be given hands on practical experience on the work to be done by the appointed Service Provider.

8. DELIVERABLES

8.1 The expected deliverables of the project shall cover *inter alia* the following:

Table 8: Project Deliverables

Output	Description	Expected Delivery dates
1.	Undertake an assessment of the identified stations and establish an asset registry	Within one (1) month of project inception
2.	Supply, delivery, installation, maintenance and commissioning of dual PM _{10/2.5} and SO ₂ monitoring instruments at West Rand District Municipality	Within three (3) months of project inception
3.	Resuscitate the OR Tambo Air Quality Monitoring Station	Within two (2) months of project inception
4.	Development of an Air Quality Monitoring Plan for all identified stations	Within two (2) months of project inception
5.	Operation, maintenance, calibration and data management for all stations	On-going
6.	Repairing of damaged and/or malfunctioning monitoring equipment	On-going

7.	Data management and reporting for all stations	On-going
8.	Skill transfer to network owners and GDARDE officials	On-going

9. PROJECT MEETINGS

Once the tender has been awarded, the following meetings will be held with the successful service provider:

- The inception meeting with all team members
- The monthly project management meetings
- Project Steering Committee (PSC) meeting must be held quarterly and should be composed of GDARDE as the secretariat and responsible for venue of the meetings, the service provider and officials from the municipalities responsible for air quality monitoring.

10. PRICING

All the specific deliverables must be costed in detail and the pricing must be inclusive of Value Added Tax (VAT).

11. EVALUATION CRITERIA

Bids will be evaluated and adjudicated in terms of the PFMA, the GDARDE Supply Chain Policy, Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) as amended and the Preferential Procurement Regulation (PPR), 2017.

STAGE 1 will be the evaluation of bids in terms of:

- Stage 1A: Administrative Compliance
- Stage 1B: Functionality Evaluation

NOTE: During any of these stages of evaluation, the bidder/s that do not meet the prescribed criteria or minimum threshold/s for functionality will be disqualified and will not be considered for further evaluation.

STAGE 2: Preference Point System (Price and B-BBEE) - Bids that meet all the requirements in stage one will be evaluated in terms of Regulation 6 of the PPR, 2017:

- **Price = 80 points**
- **B-BBEE Status Level of Contributor = 20 points**

11.1 STAGE 1A: ADMINISTRATIVE COMPLIANCE

Mandatory Returnable Documents

Service Providers must submit all mandatory returnable documents as listed below (documents must be completed and signed where applicable):

- 1) Tenderers must provide a valid and certified copy of a SANAS Accreditation for **Gas Metrology** (ISO/IEC 17025:2017) (certification must not be older than three (3) months)
 - 1.1) Tenderers who do not have a SANAS Accreditation for **Gas Metrology** (ISO/IEC 17025:2017) certificate, must provide a signed letter from a SANAS certificate holder as proof that the required SANAS calibrations will be conducted on behalf of the tenderer and a certified copy of the holder's SANAS Accreditation for **Gas Metrology** (ISO/IEC 17025:2017) certificate not older than three (3) months
- 2) The service provider must also submit a signed letter on letterhead from relevant **Meteorological Instrument Calibration** (SANAS 17025:2017) certificate holder confirming that the annual meteorological calibrations will be done and a certified copy of SANAS 17025: 2017 **Meteorological Instrument Calibration** certificate not older than three (3) months must be provided.
- 3) A completed and signed Invitation to Bid form SBD 1.
- 4) A completed and signed Bidder's Disclosure – SBD 4.
- 5) A completed and signed Preference Points Claim Form SBD 6.1.
- 6) Submission of Project Proposal price inclusive of Value Added Tax (VAT) (RFP06.1/SBD 3.3).

NOTE: Service Provider that do not comply with the above requirements shall be regarded as non-responsive and will be eliminated.

Other Returnable Documents

Service Provider are required to submit the following documents:

- 1) Proof of an original and valid B-BBEE Status Level Verification Certificate (or a certified copy thereof), issued by a SANAS accredited verification agency
- 2) In case of qualifying Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (QSE), an original and valid Sworn Affidavit (or a certified copy thereof), in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and prescribed by the B-BBEE Codes of Good Practice.
- 3) Proof of registration with the National Treasury Central Supplier Database (CSD)
- 4) A Tax Compliance Status Pin letter from SARS.
 - o In the case of a partnership/ consortium/ joint-venture, submit a Tax Compliance Status Pin letter from SARS for each party.
- 5) In case of partnership/ consortium/ joint-venture, a teaming agreement signed by all parties. The agreement must clearly indicate the leading partner and must stipulate the percentage revenue split between the parties.

NOTE: The following B-BBEE validation requirements. Bidders who fail to comply with the below requirements will forfeit their preference points.

- Bidders that qualify as Exempted Micro Enterprises (EME), must submit proof of an original and valid Sworn Affidavit (or a certified copy thereof), signed by the EME representative and commissioned by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and prescribed by the B-BBEE Codes of Good Practice.
- Bidders that qualify as Qualifying Small Enterprises (QSE) and is more than 51% black owned, must submit proof of an original and valid Sworn Affidavit (or a certified copy thereof), signed by the QSE representative and commissioned by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and prescribed by the B-BBEE Codes of Good Practice.
- Bidders that qualify as Qualifying Small Enterprises (QSE) and is less than 51% black owned, must submit proof of an original and valid B-BBEE Status Level Verification Certificate (or a certified copy thereof), issued by a SANAS accredited agency.
- Templates of the EME/QSE sworn affidavits may be downloaded from the Department of Trade and Industry and Competition (DTIC) or obtained through the Companies and Intellectual Property Commission (CIPC) websites.

- All certificates and/or sworn affidavits as “*a true copy of the original*”, must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act of 1963 and its Regulations (as promulgated in Government Notice GNR 1258 of 21 July 1972).
- Bidders who do NOT qualify as EME/QSE as outlined above, must submit an original and valid B-BBEE Status Level Verification Certificate (or a certified copy thereof), issued by a SANAS accredited verification agency.
- A trust, consortium or joint venture (including unincorporated consortia and joint ventures), must submit an original and valid consolidated B-BBEE Status Level Verification Certificate (or a certified copy thereof), issued by a SANAS accredited verification agency.
- Public entities and tertiary institutions, must submit an original and valid B-BBEE Status Level Verification Certificate (or a certified copy thereof), issued by a SANAS accredited verification agency.

11.2 STAGE 1B: FUNCTIONALITY EVALUATION

This stage entails the evaluation of bids on functionality – the total functionality points are 100 and the **minimum functionality threshold is 70 points**. During this stage bids that do not meet the minimum threshold for functionality will be disqualified and will not be considered for further evaluation. It must be noted that the functionality points allocated, will not form part of the total preference points.

Table 9: Evaluation Criteria

CRITERIA	REQUIREMENTS	POINTS
1. Company Experience	Service Provider must submit reference letters/ completion certificates on the clients' letterhead with contactable references related to all completed maintenance of Ambient Air Quality Monitoring stations or similar projects. • 10 or more completed projects = 40 points • 8 to 9 completed projects = 30 points • 6 to 7 completed projects = 20 points • 4 to 5 completed projects = 10 points • Less than 4 completed projects = 0 points • Submission of company experience not relevant to selection criteria = 0 points	40

CRITERIA	REQUIREMENTS	POINTS
2. Qualification & Experience of Key Staff	2.1. PROJECT LEADER Service Provider must submit a certified copy of qualification AND a CV with contactable references clearly indicating the Project Leader's experience and completed projects related to Ambient Air Quality Monitoring Stations or similar projects. Qualification(s) = 10 Points - Minimum of Degree (NQF Level 7) in Environmental Management or Atmospheric Science or Physical Geography or Air Quality Management or Chemical Engineering or Chemistry or Electronics = 10 points - Irrelevant qualification(s)/ non-submission of qualification(s) = 0 points Experience = 20 Points - Project leader who has completed 6 or more projects with contactable references = 20 points - Project leader who has completed 5 projects with contactable references = 15 points - Project leader who has completed 4 projects with contactable references = 10 points - Project leader who has completed 3 projects = 5 points - Project leader who has less than 3 completed projects = 0 points	30
	2.2. TECHNICIAN Service Provider must submit a certified copy of qualification AND a CV of Technician with contactable references clearly indicating experience and number of years of experience in Ambient Air Quality Monitoring Stations or similar projects. Qualification(s) = 5 Points - Minimum of National (N3 Certificate) in Instrumentation or Environmental Management or Atmospheric Science or Physical Geography or Air Quality Management or Chemical Engineering or Mechanical Engineering or Chemistry or Electronics = 5 points - Irrelevant qualifications/ non-submission of qualifications = 0 points Experience = 5 Points	10

CRITERIA	REQUIREMENTS	POINTS
	• 3 or more years' experience in air quality stations as a technician = 5 points • 2 years' experience in air quality stations as a technician = 3 points • 1 year experience in air quality stations as a technician = 1 point • Irrelevant experience or less than 1 years' experience in air quality stations as a technician = 0 points	
	2.3. DATA ANALYST/ INTERPRETATION Service Provider must submit a certified copy of qualification AND a CV of Data Analyst/ Interpretation with contactable references clearly indicating experience and number of years of experience in Data Validation and Reporting in Ambient Air Quality Monitoring Stations or similar projects. Qualification(s) = 5 Points • Minimum of Degree (NQF level 7) in Data Science, Statistics, Mathematics, Environmental Management, Atmospheric Science, Air Quality Management, Chemical Engineering, Chemistry or Physical Geography = 5 points • Irrelevant qualifications/ non-submission of qualifications = 0 points Experience = 5 Points • 3 or more years' experience in data validation and reporting in air quality stations data = 5 points • 2 years' experience in data validation and reporting in air quality stations data = 3 points • 1 year experience in data validation and reporting in air quality stations data = 1 point • Irrelevant experience or less than 1 year 's experience in data validation and reporting in air quality stations data = 0 points	10

CRITERIA	REQUIREMENTS	POINTS
3. Skills Transfer Plan	Provide a detailed skills transfer plan on facilitation of practical (<i>technical</i>) and theoretical skills transfer on general management of the stations, calibrations, data validation and data reporting. • Submission of skills transfer plan detailing how general management of the stations, calibrations, data validation and data reporting skills will be transferred and provide proof (e.g., minimum of three (3) reference letters or minimum of three (3) completion certificates(s)) that such skills transfer has been conducted previously = 10 points • Submission of skills transfer plan detailing how general management of the stations, calibration, data validation and data reporting will be transferred but without proof or less than three (3) (e.g., less than three or no reference letter(s), or less than three (3) or no completion certificates) that such skills transfer has been conducted previously = 5 points • Failure to submit a plan or failure to demonstrate knowledge on skills transfer in the plan = 0 points	10
TOTAL		100
Minimum Threshold		70

NOTE: All required certified copies must be certified within three (3) months of the date of tender closure.

11.3 STAGE 2: PRICE AND PREFERENCE POINTS EVALUATION

The Department will be applying the 80/20 Preference Point System in accordance with Regulation 6 of the Preferential Procurement Regulations, 2017, as follows:

AREAS	POINTS
Price	80
B-BBEE Status Level of Contributor	20
TOTAL	100

Price Evaluation:

The formula to be used to calculate the points for price, is as follows:

$$Ps = 80 \times \{1 - (Pt - Pmin) \div Pmin\}$$

Where:

Ps = Points score for price

Pt = Comparative price of Bid under consideration

Pmin = Comparative price of the lowest acceptable Bid

Preference Point Evaluation:

Preference points must be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

NOTE: Service Providers who fail to submit a valid B-BBEE Certificate or valid Sworn Affidavit as stipulated under paragraph 11.1 will forfeit their B-BBEE Preference Points and be allocated 0 (zero) points for B-BBEE Status Level of Contributor.

12. NON-COMPULSORY TENDER BRIEFING SESSION

A non-compulsory briefing session will be held to illustrate the requirements to prospective bidders.

Please note: Prospective bidders should be represented at the briefing session. The representative attending the briefing may only attend on behalf of one bidding enterprise and/or Joint Venture / Consortium.

Service Providers will however be allowed to request additional information relating to the scope of works. Service Providers are requested to submit any queries or clarification to:

- Ms Lydia Muditambi on Lydia.Muditambi@gauteng.gov.za and cc Mr Lenni Motha on Lenni.Motha@gauteng.gov.za All queries must be within 15 days prior to closing date of the tender. No queries after this date will be considered or addressed.

13. ENQUIRIES

Questions concerning this RFP must be submitted in writing to -

Supply Chain Management related questions:

Contact Person: Ms. Lindi Ngati

Directorate: Supply Chain Management

Email: ursula.ngati@gauteng.gov.za

Technical related questions:

Ms. Lydia Muditambi	Lydia.Muditambi@gauteng.gov.za
Mr. Lenni Motha	Lenni.Motha@gauteng.gov.za
Dr. Cheledi Tshehla	Cheledi.Tshehla@gauteng.gov.za



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

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THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

MANDATORY SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

Name(s) & Signature(s) of Bidder(s)

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

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IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | | |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | ☐ | NO | ☐ |
| 2.2 | Does the bidder have a branch in RSA? | YES | ☐ | NO | ☐ |
| 2.3 | Does the bidder have a permanent establishment in the RSA? | YES | ☐ | NO | ☐ |
| 2.4 | Does the bidder have any source of income in the RSA? | YES | ☐ | NO | ☐ |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.



Provincial Supply Chain Management

Financial Statements

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Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.

b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)

c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.

d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.

e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.

f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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)