

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)				
BID NUMBER:	EDET 290/2023	CLOSING DATE:	22 SEPTEMBER 2023	CLOSING TIME:
DESCRIPTION	RE-ADVERTISEMENT: APPOINTMENT OF SERVICE PROVIDER(S) FOR MAINTENANCE, CALIBRATION, REPAIR AND/OR RECAPITALIZATION SERVICES FOR LIMPOPO AMBIENT AIR QUALITY MONITORING NETWORK FOR A PERIOD OF THREE (3) YEARS			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
LIMPOPO ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM				
19 BICCARD STREET				
POLOKWANE				
0699				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO		
CONTACT PERSON	MS LETSWALO MM	CONTACT PERSON	MRS THIVHAFUNI PO	
TELEPHONE NUMBER	015 293 8769 / 082 802 4189	TELEPHONE NUMBER	015 293 7022 / 079 499 4428	
FACSIMILE NUMBER		FACSIMILE NUMBER		
E-MAIL ADDRESS	LetswaloMM@ledet.gov.za	E-MAIL ADDRESS	ThivhafuniPO@ledet.gov.za	
SUPPLIER INFORMATION				
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:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	<input type="checkbox"/> No
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO		
DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.				
ISSUED OUT ACQUISITION		08 SEP 2023		
PRIVATE BAG X9484 POLOKWANE 0700				
LIMPOPO PROVINCE				

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS:

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE

NAME OF BIDDER: BID NO.: EDET 290/2023

CLOSING TIME 11:00

CLOSING DATE: 22 SEPTEMBER 2023

OFFER TO BE VALID FOR 150 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	RE-ADVERTISEMENT: APPOINTMENT OF SERVICE PROVIDER(S) FOR MAINTENANCE, CALIBRATION, REPAIR AND/OR RECAPITALIZATION SERVICESFOR LIMPOPO AMBIENT AIR QUALITY MONITORING NETWORK FOR A PERIOD OF THREE (3) YEARS	R.....

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
_____	R_____	_____

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----- R ----- days
----- R ----- days
----- R ----- days
----- R ----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
			R

Name of Bidder:

TOTAL: R.....

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid
.....

7. Estimated man-days for completion of project
.....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

Any enquiries regarding bidding procedures may be directed to the –

Department of Economic Development, Environment and Tourism
Evridiki Towers
19 Biccard Street
Polokwane

Or for technical information –

Mrs. Thivhafuni PO
Deputy Director: Integrated Pollution and Waste Management
Tel: (015) 293 7022
Cell: 079 499 4428
Email: ThivhafuniPO@ledet.gov.za

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

2.2 Do you, or any person connected with the bidder, have a relationship

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.

SBD4

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**
(*delete whichever is not applicable for this tender*).

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$P_S = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right) \text{ or } P_S = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
PREFERENTIAL GOALS		
HDI'S		
1 Black People	7	
2 Women	4	
3 Persons with Disability	2	
SPECIFIC GOALS		
1 Youth	2	
2 Enterprise Located in Limpopo Province	5	
TOTAL	20	

Tenderers are required to furnish below documentary proof to the satisfaction of the Department that the claims for preferential goals are correct:-

- (a) Certified copy of Certificate/ confirmation is Disability Status.
- (b) Latest Municipal Account or Local Authority Letter (Tribal Authority).
- (c) Certified copy of valid UIF registration certificate.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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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 (NIP) Programme 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

TERMS OF REFERENCE

FOR

**APPOINTMENT OF SERVICE PROVIDER(S)
FOR MAINTENANCE, CALIBRATION,
REPAIR AND/OR RECAPITALIZATION
SERVICES FOR LIMPOPO AMBIENT AIR
QUALITY MONITORING NETWORK**

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1. INTRODUCTION AND BACKGROUND INFORMATION

As part of the development of Limpopo Provincial Air Quality Management Systems and as required in terms of the National Environmental Management: Air Quality Act (Act No. 39 of 2004), Limpopo Department of Economic Development, Environment and Tourism (LEDET) has established a Provincial Air Quality Monitoring Network and as a result the Department is required to meet minimum data recovery/availability not less than 75% and continuously report ambient air quality data to the South African Air Quality Information System (SAAQIS).

Ambient air quality monitoring information also plays a significant role in air quality management policy and strategy development. The monitoring network also helps the Department in developing air quality data for public information needs, quantifying trends to identify future problems or progress in achieving management control targets, and to ensure that air quality monitoring and reporting mandates are efficiently met. It is therefore critical that ambient air quality monitoring stations are well managed and maintained to provide reliable ambient air quality information that meets monitoring objectives of the stations.

LEDET operates a network of three monitoring stations located at Phalaborwa, Steelpoort and Musina. Phalaborwa and Steelpoort stations are automated continuous ambient air quality monitoring stations that measure SO₂, NO_x, O₃, CO, BTEX, PM10 and PM2.5 as well as meteorological parameters, except CO is not being measured at Steelpoort and BTEX is not being measured at Phalaborwa Station. Phalaborwa station is a National Air Quality Indicator (NAQI) station with Sulphur Dioxide and Particulate monitors being managed by Department of Forestry, Fisheries and Environment (DFFE). These two stations are operational and reporting data to SAAQIS. Musina station is a portable (low cost sensors) Ambient Air Quality Monitoring Equipment station that measures SO₂, NO₂, O₃, CO and PM10 as well as meteorological parameters. This station is currently operational but not reporting data to SAAQIS.

2. PROJECT AIM AND OBJECTIVES

The department invites eligible Service Provider(s) to provide maintenance, calibration, reporting, repair and/or recapitalization services for the three stations for a period of three (03) years. The purpose of this project is to ensure the continuous management (maintenance, calibration, reporting, repairs and/or recapitalization) of the above mentioned three monitoring stations that makes up the provincial department's air quality monitoring network. The project aims to improve the ambient air quality monitoring stations functionality and to ensure reliable/credible air quality data that meets minimum data requirements standards for the province. The appointed service provider(s) shall meet the following objectives:

- i. Sustainable Maintenance of the AAQM equipment as per annexure A, including but not limited to:
 - Annual calibration of the meteorological equipment;
 - Annual calibration of the particulate monitors;
 - Calibration (quarterly and annual) of the gas analysers;
 - Bimonthly zero and span checks;
 - Maintenance of air conditioner;
- ii. Timous repairs of out of service or broken down equipment as and when the service is needed, and
- iii. Continuous reporting of air quality monitoring data live to SAAQIS.

3. SCOPE AND EXTENT OF WORK

- 3.1. To meet the project objectives, the potential Service Provider(s) must be authorized by original equipment/products manufacturers/suppliers or their local distributors to maintain, repair and service the equipment as listed in annexure A for a period of three (3) years from date of signing of a service level agreement. More details are provided in the following paragraphs.
- 3.2. The scope of work covers Comprehensive Maintenance and Repair Services of three Ambient Air Quality Monitoring Stations in Limpopo. The bidder shall provide the support/service consisting of preventive/corrective maintenance of the equipment, calibration and/or repair if required for proper functioning of the equipment. The service provider(s) must:

- 3.2.1. be authorized by original equipment manufacturers/suppliers or their local distributors to operate, maintain, calibrate, repair and/or recapitalization service equipment/products. Bidders must submit valid proof of manufacturer authorization to provide services.
- 3.2.2. develop a detailed maintenance plan and perform services in a professional manner in accordance with Original Equipment Manufacturer's (OEM's) and up to the standards and to the entire satisfaction of the Department.
- 3.2.3. submit a valid OEM authorization certificate, or letter of support with OEM authorization certificate from authorized local distributor, annually for the duration of the contract.
- 3.2.4. ensure enough inventories of spares and consumables.
- 3.3. On expiry of the Maintenance and Repair services, the Service Provider/s must ensure that the system/equipment is in perfect working condition.

4. PERIOD OF CONTRACT

- 4.1. The maintenance contract shall be for a period of three (03) years from the date of signing of service level agreement.

5. EXPECTED DELIVERABLES

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

- 5.1. **Output 1: Maintenance, calibration and repair services for all stations**
The continuous maintenance and calibrations services for the stations must include, but not limited to, the following:
 - 5.1.1. Maintaining to ensure sustainable functionality of the Air Quality Monitoring Network (AQMN)
 - 5.1.2. Repairs or recapitalisation and maintenance, including keeping an inventory of critical spare parts and consumables to ensure that the equipment downtime is kept at a minimum.
 - 5.1.3. The bidder will ensure proper repair/maintenance/replacement of defective parts of equipment, will also be responsible for clearing of any other fault, and will put the equipment into proper operation.

5.1.4. All required calibrations must be done, including but not limited to the following:

- Three quarterly full dynamic calibrations of all gas analysers per year;
- Zero and span checks on all analysers every two (2) weeks;
- Annual South African National Accreditation System (SANAS) accredited calibrations on all analysers including PM; and
- Annual calibration on meteorological instrumentation.

5.1.5. All stations maintenance and calibration work must be done in accordance with set norms and standards for ambient air quality monitoring and other codes of good practice

5.1.6. Station functionality and data recovery must comply with set standards.

5.1.7. The service provider(s) must be authorised by OEM's to operate, maintain, repair and service such equipment.

5.1.8. Supply and changing of filters, paper tape, cleaning materials, charcoal filters; scrubbers, diaphragms and other monitoring station consumables.

5.1.9. Cleaning, servicing and maintaining of air conditioning units.

5.1.10. Cleaning and maintenance of all equipment at the station, including inter alia the fire extinguishers, inlet and outlet tubes.

5.1.11. Cleaning of the inside shelter, perimeter of the station grounds (cutting and/or controlling of weeds, grass and pests) as well as in close proximity outside the shelter.

5.2. Output 2: Repair or recapitalisation of damaged and/or malfunctioning monitoring equipment

5.2.1. The service provider must have capacity to repair or where necessary replace damaged and/or malfunctioning monitoring equipment and return such within reasonable timeframe.

6. PROJECT MEETINGS

6.1. Once the tender has been awarded the following meetings will be held with the successful Bidder:

6.1.1. The inception meeting with all team members;

6.1.2. The periodic project management meetings will be coordinated when required and all team members must be part of the meetings.

7. EVALUATION OF THE BID

Bidders will be evaluated in accordance with the supply chain management policies, Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations of 2022.

7.1. The bids will be evaluated on three phases:

- Phase 1: Administrative or Pre-check Compliance
- Phase 2: Functionality
- Phase 3: Price and Preference Goals

7.2. Phase 1: Administrative/Pre-check Compliance:

7.2.1. During this stage of the evaluation the bidders will be evaluated on whether or not they comply with the following:

- a) Complied with all the conditions of tender; and
- b) Submitted all mandatory documentation required;

7.2.2. The below administrative bidding requirements shall be complied with and required documents must be attached before consideration for further evaluation.

7.2.3. Bidders may be disqualified if not meeting the following requirements:

Criteria	Requirement
Tax compliance status	Tax status must be compliant
Business registration	Entity must be in business (i.e. active status)
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.
In the service of the state status	Bid will not be considered if shareholder or director are employed by state /government departments, municipalities, municipal entities and public entities unless such shareholder

Criteria	Requirement	
	or director is in an official capacity as a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.	
Tender defaulting and restriction status	Entity and directors must not be restricted	
Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed and submitted with the bid by the closing date and time
Pricing Schedule – SBD 3.3	YES	Must be fully completed, signed and submitted with the bid by the closing date and time
Bidder's Disclosure – SBD 4	YES	Must be fully completed, signed and submitted with the bid by the closing date and time. (Bidders must declare if they have interests in other Companies Refer to Paragraph 2.3 of SBD 4) NB: Failure to declare any other companies will result in disqualification
Preference Point Claim Form – SBD 6.1	NO	Must be fully completed, signed and submitted with the bid by the closing date and time. (Bidders must fully complete the Table 1, paragraph 4.2 of SBD6.1 to claim preference points for specific goals)
Copy of Original Equipment Manufacturer's (OEM) Authorisation letter/certificate to operate, maintain, calibrate and service equipment/products NB: <i>"In cases where bidders utilizes third party OEM Authorisation letter/certificate, bidders must submit a valid OEM</i>	YES	Must be submitted with proposal.

Criteria	Requirement	
<p><i>Authorisation letter/certificate plus a signed commitment letter /agreement from the third party stating that support will be provided to bidder in respect of maintenance, repair, calibration and servicing of the equipment/products)"</i></p>		
<p>Copy of a Valid SANAS Accreditation (ISO/IEC 17025:2005) certificate <u>OR</u> A signed agreement letter from a SANAS Accreditation certificate holder.</p> <p>NB:</p> <p><i>"In cases where a third party SANAS Accreditation Certificate is utilised, a letter of consent or agreement must be attached <u>plus</u> the copy of a valid SANAS Accreditation certificate".</i></p>	YES	Must be submitted with proposal.
<p>A signed confirmation letter from relevant service (third party) provider/s that annual meteorological calibration will be conducted.</p>	YES	Must be signed and submitted with proposal

7.3. Phase 2: Functionality Evaluation

7.3.1. Technical Requirements (i.e. Functional Specifications, skills and experience, references and resources):

This evaluation will be based on the responses provided in the Bidders bid documents, using the functionality requirements in the TERMS OF REFERENCE section. The threshold values set for qualification of a bid is a score of **60 points** and all bidders who score below this score will be eliminated.

No.	Technical / Functional Criteria	Weights
1.	<p>Project Proposal (Maximum Points = 25)</p> <p>Submission of the project proposal which incorporates project scope, methodology to be employed, a proposed plan of action to achieve project objectives with detailed methodology, timeframes, milestones, potential risk and resource allocation. The bidder is also required to include maintenance and skill transfer plans in their project proposal.</p> <p>The project proposal must outline and demonstrate insight information provided in the bid document (relevance and accuracy).</p> <p>1.1. Project scope (<u>20 Points</u>)</p> <p>Points allocation:</p> <ul style="list-style-type: none"> • 20 points = Bidder submitted Detailed project proposal with clear action plan and demonstrates an extensive understanding of project requirements. • 10 points = Bidder's project proposal demonstrates limited understanding project requirements. • 5 points = Bidder's project proposal demonstrates poor understanding project requirements • 0 points = Bidder failed to submit project proposal or failure to demonstrate understanding of project requirements. <p>1.2. Skills transfer plan on facilitation of technical/practical and theoretical skills (Points = <u>5 points</u>)</p> <p>Points allocation:</p> <ul style="list-style-type: none"> • 5 points = Bidders submitted a detailed skills transfer plan for facilitation of technical practical and theoretical skills. • 3 points = Bidders submitted poor skills transfer plan for facilitation of technical practical and theoretical skills • 0 points = Failure to submit plan or failure to demonstrate understanding of skills transfer activities and requirements in the plan. 	25
2.	<p>Company Track record on similar projects: (Maximum points = 25)</p> <p>Relevance of the company's core business to the scope of the bid (the portfolio of services of the bidder).</p>	25

No.	Technical / Functional Criteria	Weights
	<p>Bidders are required to attach to their proposal/bid response, <u>reference letter(s)</u> where similar services were rendered. The company must have experience in operation, maintenance, calibration and repair of Ambient Air Quality Monitoring Stations. Bidders must make sure that the reference letters are signed and entail the following but not limited to:</p> <ul style="list-style-type: none"> • Reference letters on the client's letter head with contactable references. • The reference letter must indicate the contract period, value, contact details, contract description of service, if the project was completed or not, and signed by the recipient of service. <p><u>Points allocation:</u></p> <ul style="list-style-type: none"> • 25 points = 5 or more similar Projects completed • 20 points = 4 similar Projects completed; • 15 points = 3 similar Projects completed • 10 points = 2 similar Projects completed • 5 points = 1 similar Projects completed; • 0 points = No submission of reference letter/s or irrelevant <p>NB:</p> <ul style="list-style-type: none"> ▪ <i>Reference letters received without any of the above information will not be considered.</i> ▪ <i>Reference letters indicating irrelevant experience will not be considered and will be allocated <u>0</u> point.</i> • <i>Only reference letters issued in the <u>name of the Companies tendering</u> will be considered.</i> 	
3.	<p>Capacity and Skills of Company's Key Personnel (Maximum points = 50 points)</p> <p>Staff Experience: Capability (profiles of key staff and persons to be assigned to the project). Experience and track record in :</p> <ul style="list-style-type: none"> • Ambient Air Quality Monitoring, including data management; • Project team members – submit names and CVs - with relevant 	50

No.	Technical / Functional Criteria	Weights
	<p>experience at least two years in ambient air quality monitoring;</p> <ul style="list-style-type: none"> • Experience and educational background of personnel proposed to provide the service in operation, maintenance and repair of Ambient Air Quality Monitoring Equipments. <p>3.1 Qualification(s) and Experience of a Project Leader (30 points)</p> <p>3.1.1 Project leader's Qualification(s) = (10 points)</p> <p>Points allocation:</p> <ul style="list-style-type: none"> • 10 points = Degree or higher in Environmental Management/health/science or Atmospheric Science or Air Quality Management or Chemical Engineering or Chemistry or Electronics • 5 points = National Diploma in Environmental Management/health/science or Atmospheric Science or Air Quality Management or Chemical Engineering or Chemistry or Electronics • 0 point = Irrelevant qualification(s)/ non- submission of qualification(s). <p>3.1.2 Project leader experience = (20 Points)</p> <p>Points allocation:</p> <ul style="list-style-type: none"> • 20 points = Project team leader who has 5 or more successfully completed similar projects with contactable references; • 15 points = Project team leader who has 4 successfully completed similar projects with contactable references; • 10 points = Project team leader who has 3 successfully completed similar projects with contactable references • 5 points = Project team leader who has 2 successfully completed similar projects with contactable references • 0 point = Project team leader who has less than 2 successfully completed similar projects with contactable references. <p>NB:</p> <p>➢ <i>Submit certified copy of qualification(s) and CV clearly indicating experience and the list of projects successfully completed with contactable references per project.</i></p>	

No.	Technical / Functional Criteria	Weights
	<p>3.2 Qualification(s) and experience of a Technician in ambient air quality monitoring (<u>10 Points</u>)</p> <p>3.2.1 Technician's Qualification(s) = (5 Points)</p> <p>Points allocation:</p> <ul style="list-style-type: none"> • 5 points = Degree or higher in Instrumentation or Environmental Management/health/science or Atmospheric Science or Air Quality Management or Chemical Engineering or Chemistry or Electronics • 3 points = Diploma in Instrumentation or Environmental Management/health/science or Atmospheric Science or Air Quality Management or Chemical Engineering or Chemistry or Electronics • 0 point = Irrelevant qualifications/ non- submission of qualifications <p>3.2.2 Experience of a technician in ambient air quality monitoring = (5 Points)</p> <p>Points allocation:</p> <ul style="list-style-type: none"> • 5 points = 3 or more years' experience in air quality monitoring stations as a technician • 3 points = 2 years' experience in air quality monitoring stations as a technician • 0 point = Irrelevant experience or less than 2 year 's experience in air quality monitoring stations as a technician <p>NB: Submit certified copy of qualification(s) and CV clearly indicating experience and number of years with contactable references.</p> <p>3.3 Data analyst's Qualification(s) and experience in air quality and reporting (<u>10 points</u>)</p> <p>3.3.1 Data analyst's Qualification = (5 points)</p> <p>Points allocation:</p> <ul style="list-style-type: none"> • 5 Points = Degree or higher in Data Analyst or Mathematics or Environmental Management or Atmospheric Science or Air Quality Management or Chemical Engineering or Chemistry or Electronics • 3 Points = Diploma in Data Analyst or Mathematics or Environmental Management or Atmospheric Science or Air Quality Management or 	

No.	Technical / Functional Criteria	Weights
	<p>Chemical Engineering or Chemistry or Electronics</p> <ul style="list-style-type: none"> • 0 point = Irrelevant qualifications/ non- submission of qualifications <p>3.3.2 Data analyst's experience in air quality and reporting = (5 Points)</p> <p>Points allocation:</p> <ul style="list-style-type: none"> • 5 points = 3 or more years' experience in air quality monitoring stations and air quality data management • 3 Points = 2 years' experience in air quality monitoring stations and air quality data management • 0 point = non- submission of CV or Irrelevant experience or less than 2 years experience in air quality monitoring and data management <p>NB:</p> <p>➤ <i>Submit certified copy of qualification(s) and CV clearly indicating experience and number of years with contactable references.</i></p>	
	TOTAL POINTS	100

NB: Compliance with the minimum of **60 points** is required to be considered for the next evaluation phase.

7.4. Phase 3: Price and Preferential Point Scoring System

7.4.1. 80/20 Preference point system [/for acquisition of goods or services for a Rand value up to R50 million (all applicable taxes included)]

The following formula must be used to calculate the points for price of tenders/procurement with the rand value up to R50 000 000.00, inclusive of all applicable taxes:

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

Ps = Points scored for price of bid under consideration

Pt = Rand value of tender consideration

Pmin = Rand value of lowest acceptable tender

- (a) A maximum of **20 points** will be awarded in accordance with the table below.
- (b) The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- (c) Only the tender with the highest number of points scored may be selected for an award.

7.4.2. Preferential Points for Specific Goals:

NO	PREFERENTIAL GOALS	(20 POINTS)	MEANS OF VERIFICATION
	HDI's		
1.	Black People	7	CSD report and/or copy of company CIPC registration certificate
2.	Women	4	CSD report
3.	Persons with Disability	2	Original or Certified Copy of certificate/confirmation of Disability Status
	SPECIFIC GOALS		
1.	Youth	2	CSD report
2.	Enterprises located in Limpopo Province	5	Recent Municipal account or Local Authority Letter for confirmation of Local Address (<i>not older than 3 months</i>)

7.4.2.1. Tenderers are required furnish above documentary proof to the satisfaction of the Department that the claims for preferential goals are correct.

7.4.2.2. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution, if deemed necessary

7.4.2.3. Definitions – Specific goals

“Historically Disadvantaged Individuals” means a South African citizen –

- (1) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (“the Interim Constitution”); and/or
- (2) Who is a female; and/or
- (3) Who has a disability

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, deemed not to be an HDI.

“Specific goals” means specific goals as contemplated in section 2(1)(d) of the Act which may include contract with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette no. 16085 dated 23 November 1994.

“Black People” is a generic term which means Africans, Coloureds and Indians as described in the Broad-Based Black Economic Empowerment Act, Act No.53 of 1993.

“Youth” has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)

“Persons with Disability” - has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998)

“Price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts

“Rand value” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.

“Lowest acceptable tender” means any tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.

“Highest acceptable tender” means any tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders.

“Tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation

“Functionality” means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, viability, skills, experience and durability of a service or commodity

8. COMPLETION OF BID DOCUMENT

The following are minimum requirements for completion of the bid document: -

- 8.1. Bidders are required to complete the entire bid document in terms of the requirements contained herein.
- 8.2. Where the space provided in the bid document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with suitable contents page and submitted with the bid documents.
- 8.3. All bid documents, certificates, schedules (including additional schedules as mentioned above) and all forms required by this bid must be completed in black ink and signed by the authorized signatory.
- 8.4. Only original bid document shall be accepted.
- 8.5. Bidders shall ensure that there are no missing or duplicated pages. LEDET shall not accept liability in regard to claims by bidders that pages are missing or duplicated.
- 8.6. Correction fluid is not allowed and any cancellation, alteration or amendment on the bid document must be signed for by the authorized signatory.
- 8.7. Completed bid document with supporting documents shall be packaged, bound, sealed, marked and submitted strictly as stipulated in this bid document.
- 8.8. Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.

9. BID AND CONTRACT CONDITIONS

- 9.1. Any proposal submitted by a consortium or joint venture of two or more firms must be accompanied by the consortium formation document or joint venture agreement, stating the name of the joint venture. Each member of the consortia and joint venture will be held jointly and severally liable for the performance of the consortium or joint venture.
- 9.2. Foreign firms providing proposals must be familiar with local conditions and laws and consider them in preparing their proposals.
- 9.3. Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 9.4. LEDET reserves the right to award the bid in whole, partially or not to award at all.
- 9.5. The department reserves the right to award the bid to a bidder who did not score the highest points.
- 9.6. The Department (LEDET) may, prior to the awarding of an application, cancel or abandon the process:
 - a) Due to changed circumstance, there is no longer a need for the services tendered for;
 - b) If funds are no longer available to cover the total envisaged expenditure;
 - c) If no acceptable tenders are received;
 - d) If there is a material irregularity in the tender process
- 9.7. No bid may be awarded to any bidder whose tax matters have not been declared by SARS to be in order..
- 9.8. The Department may accept or reject any variation, deviation, bid offer or alternative Bid offer, and may cancel the Bid process and reject all Bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.

- 9.9. The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- 9.10. The contract shall be concluded between LEDET and the successful service provider(s).
- 9.11. Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin, Department's website and National Treasury, e-Tender Portal.
- 9.12. Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).
- 9.13. The Department will check with National Treasury's database prior to awarding to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector.
- 9.14. The bidder or any of its directors has not:
 - a) Listed on the register of bid defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the state.
 - b) Abused the employers supply chain management system
 - c) Failed to perform on any previous contract and has been given a written notice in this effect.
 - d) All information and details must be legible/ readable.
 - e) If the bidder fails to fulfil the contract when called upon to do so, the Department may, without prejudice to its other rights, withdraw or cancel the contract that may have been entered into between the bidder and the Department.
- 9.15. Each communication between the Department and a Bidder shall be to or from the Department only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Department shall not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the Department are stated.
- 9.16. If the bidder fails to fulfil the contract when called upon to do so, the Department may, without prejudice to its other rights, withdraw or cancel the

contract that may have been entered into between the bidder and the Department.

- 9.17. Accept that the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid offer, including the costs to demonstrate that aspects of the offer satisfy requirements.
- 9.18. The employer and each Bidder submitting a Bid offer shall comply with these terms and conditions of Bid. In their dealings with each other, they shall discharge their duties and obligations timeously and with integrity, and behave equitably, honestly and transparently.

10. BID PRICING INSTRUCTIONS

- 10.1. All the specific deliverables must be costed in detail and the pricing must be all inclusive:
 - Cost of deliverables
 - Resources to be used;
 - Time needed(in hours); and
 - Level of personnel developing deliverables
- 10.2. Bid prices should include all costs and applicable taxes, and / or any additional costs that the bidder may have.
- 10.3. The onus / responsibility lies with the bidder to ensure that they have taken all the costs and escalations into consideration when compiling bid prices.
- 10.4. Prices based on currencies other than the South African Rand, the exchange rate utilised, and the date of the exchange rate must be clearly indicated
- 10.5. Arithmetic errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying and/or adding the unit price and quantity, the unit price shall prevail. If the bidder does not accept the correction of errors, its bid may be rejected.

11. NEGOTIATIONS

- 11.1. The department reserves the right to negotiate price with recommendable bidders.

12. BRIEFING SESSION

12.1. Bidders are required to attend a non-compulsory hybrid briefing session which will be held on the date and time stipulated on the bid document.

13. CONFIDENTIALITY

13.1. All documents and data provided under this contract shall remain the property of the department, and shall be treated as confidential.

14. PAYMENTS

14.1. Payments shall be made in terms of the Public Finance Management Act (Act no 1 of 1999) and other related Acts.

15. BID VALIDITY PERIOD

15.1. All bids submitted by the bidders must be valid for a period of **150 days** from the closing date.

16. PHYSICAL ADDRESS FOR SUBMISSION OF PROPOSALS

16.1. Proposals/Bids by bidders must be hand deposited into:

**Silver Tender Box,
Evridiki Towers,
Department of Economic Development, Environment and Tourism
19 Biccard Street
Polokwane**

17. LATE BIDS

17.1. Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder.

18. BID/TECHNICAL ENQUIRIES

All enquiries regarding the bid may be directed to the following:

Technical Enquiries	Bidding Process
Mrs. Thivhafuni PO Deputy Director: Integrated Pollution and Waste Management Tel: (015) 293 7022 Cell: 079 499 4428 Email: ThivhafuniPO@ledet.gov.za	Mr. Kaka NE Deputy Director: Supply Chain Management Tel: (015) 293 8695 Cell: 082 562 4893 Email: KakaNE@ledet.gov.za

Annexure A

SPECIFICATION FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR MAINTENANCE, CALIBRATION, REPAIR AND/OR RECAPITALISATION SERVICES FOR LIMPOPO AMBIENT AIR QUALITY MONITORING NETWORK

1. Proposals from authorized service provider to provide maintenance, calibration and repair services for three ambient air quality monitoring network including
 - Routine inspections, maintenance, and audits
 - Instrument verifications and calibrations;
 - Regular maintenance (preventive and breakdown) and calibration (multipoint/dynamic) checks for equipment/analysers
 - Rapid response and remediation of unscheduled events that impact data quality, network communications or pose an immediate risk to the integrity of the network;
 - Identification of necessary repairs, recapitalization or network improvements.
2. The network consists of three (3) air quality monitoring stations that house continuous, real-time ambient air quality monitors and meteorological towers. The Steelpoort and Phalaborwa stations are currently reporting to the South African Air Quality Information System (SAAQIS). The appointed service provider will be required to ensure the continued reporting to SAAQIS including the uploading of monthly, quarterly and annual air quality monitoring reports.
3. Immediately upon signing of a service level agreement, the service provider must carry-out a SANAS accredited calibration of all analysers/equipment which require calibration and servicing of the air conditioners. Thereafter, SANAS accredited calibration must be carried out once per annum.
 - 3.1 The air conditioner must be serviced at intervals in accordance with the manufacturer requirements (but not less than once per annum) by an authorised.
 - 3.2 The appointed service provider must submit a Standard Operating Procedure (SOP) for the AAQMS to LEDET as part of the bid submission. The SOP must include amongst others: calibration schedule of analysers/equipment;

zero and span checks; cleaning of manifolds and all instruments/equipment which require cleaning; data validation and quality assurance procedures.

- 3.3 The service provider shall develop individual log sheets for all analysers and equipment to be completed during each visit to the station.
- 3.4 Notwithstanding the requirements contained in clause 3.2, the appointed service provider must provide all gases, instrumentation and consumables required for the effective day-to-day functioning of the AAQMS.
- 3.5 Should there be any fault or breakdown on any analyser or equipment, the appointed service provider shall diagnose the fault and provide a report to LEDET for consideration.
- 3.6 The appointed service provider must have experience in the operation and maintenance of analysers as per annexure A and submit proof together with the bid.
- 3.7 All support equipment (e.g. flow meters, calibrators, calibration gases, etc.) that are typically required to operate ambient air quality and meteorological networks are to be provided as part of the requested service.
- 3.8 The successful service provider will be retained under three (3) year contract. Preference will be given to service providers that are authorized by original equipment manufacturers to conduct maintenance, calibration, repair and/or recapitalization services of the equipment.

4. **Maintenance, calibration and repair and/or recapitalization services of Ambient Air Quality Monitoring Stations:-**

The Service Provider's responsibilities shall include without limitations the following works to be carried out on the Ambient Air Quality Monitoring Stations under this contract during the maintenance, calibration and repair services of the stations:

- a) Maintenance of all the commissioned equipment and amenities installed at the existing AAQMS including services during forced and planned outages and overhauls.
- b) The service provider shall take over the entire Ambient Air Quality Monitoring Stations (including all equipment) for Maintenance upon signing the service level agreement.
- c) The service provider shall submit to the Department a quarterly summary of all maintenance activities performed by the service provider during such quarter.

d) **Maintenance obligations:** In implementing its obligations to operate and maintain the stations under this Contract, the service provider shall:

- i. Undertake comprehensive maintenance including i.e. scheduled and breakdown maintenance & repair at site and keep the Department informed regarding status of equipment.
- ii. Obtain permission from the Department for sending equipment for repair. The service provider shall arrange substitute equipment to keep AAQM Stations operational.
- iii. Keep the Continuous Ambient Air Quality Monitoring Stations clean, well maintained and in good working condition.
- iv. Scheduled Maintenance: Perform all required Scheduled Maintenance for all equipment, auxiliaries etc. in accordance with the Original Equipment Manufacturers' specifications.
- v. unscheduled Maintenance: Perform all unscheduled Maintenance and repair for all equipment, auxiliaries etc. within (24) hours of the occurrence of the event requiring Unscheduled Maintenance, the operator shall- provide the Department with detailed written information on nature of the repair or replacement to be carried out, estimate down time and other necessary details as required.
- vi. The Service Provider shall source all the spares required for maintenance and repairs of the installed equipment from Original Equipment Manufacturers'.

e) The Service Provider shall not:

- i) Make any modification to the Continuous Ambient Air Quality Monitoring Stations, other than in an Emergency, without the prior written approval of the Department, or
- ii) Dispose off any assets, settle law-suits or engage in transaction relating thereto on behalf of the Department's without the prior written approval of the Department.

f) The Service Provider shall purchase at its own cost spare parts, materials, supplies and other consumable items, and maintain an inventory thereof, for the Ambient Air Quality Monitoring Stations. All the spares shall be sourced from Original Equipment Manufacturers' only or Original Equipment Manufacturer authorized agencies.

g) The Service Provider shall comply with all applicable laws and initiate and maintain such precaution and procedures relating to operation of the Ambient Air Quality Monitoring Stations as are necessary to comply applicable laws and assist the Department in complying with the laws.

- h) The Service Provider shall maintain the equipment as per the laid out standards in the operating manual of the equipment and providing data for ambient air to the Department on real time basis as processed.
- i) The AAQMS has to be in operation for the entire a year, 24 hours in a day except the scheduled maintenance and should not be inoperable for more than seven days at a stretch:
 - Providing access to the Department to the Ambient Air Quality Monitoring Stations and its data at all reasonable times.
 - Submit station functionality report to the department on quarterly basis
 - Online transfer of data to SAAQIS.
- j) Handing over of station: on expiry/closure/ termination of the contract agreement, stations shall be handed over to the Department in working condition to the satisfaction of the Department.

5. List of Analyzers/ Met. Sensors

Below is the accurate status quo for the identified air quality monitoring stations:

LEGEND:



Station Name	Parameter	SO ₂	NOx	O ₃	CO	PM ₁₀	PM _{2.5}	BTEX	VOC	Meteorological instruments	SAAQIS REPORTING STATUS
Steelpoort Station (Mapodila Library, Ga-Mapodila-A) 24°43'53.24"S 30° 8'37.74"E	AAQM	Teledyne API AERTEC	Teledyne API 200	Teledyne API 700				Met One E Scalene	SYNTECH SPECTRAS GC-955	Wind Direction, Wind Speed, Temperature, Humidity, Pressure, Gauge, Precipitation, Wind Pressure, Wind Direction	Green
Phalaborwa (Frans Du Toit High School) 23°55'56.63"S 31°08'26.57"E	AAQMS	Teledyne API AERTEC	Teledyne API 200	Teledyne API 700				Grundfos Draeger Dionex Model 100		Wind Direction, Wind Speed, Temperature, Humidity, Pressure, Gauge, Precipitation, Wind Pressure, Wind Direction	Green
Musina AAQM Station (Nancefield Municipal Offices) 22°19'52.30"S 30°29.93"E	AAQM	Aerocart AAQMS	Aerocart AAQMS	Aerocart AAQMS	Aerocart AAQMS	Aerocart AAQMS	Aerocart AAQMS	Aerocart AAQMS	Aerocart AAQMS	Aerocart AAQMS	Green