



**DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA**

BID NUMBER: W 11459

**APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY AND THE DELIVERY OF
HYDROLOGICAL EQUIPMENTS, SENSOR, APPLICATION SOFTWARE AND
ACCESSORIES FOR THE MEASUREMENT AND TRANSMISSION OF WATER AND
METEOROLOGICAL PARAMETERS**

ISSUE DATE:

14 NOVEMBER 2023

CLOSING DATE:

14 DECEMBER 2023 AT 11:00am

Compulsory briefing session

**Venue: Department of Water and Sanitation 173 Francis Baard Street, Pretoria 0001, Emanzini Building, Boardroom 335
Date: 30 November 2023
Time: 10:00am**

SUBMIT TENDER DOCUMENT

TO

OR

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

**TO BE DEPOSIT IN:
THE TENDER BOX AT THE ENTRANCE
OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
(FORMERLY SCHOEMAN STREET)
PRETORIA,0002**

TENDERER: (Company address and stamp)

**COMPILED BY: WINNIE DOLAMO
DEPARTMENT OF WATER AND SANITATION**



DIRECTIVE TO BIDDERS ON COMPLETION OF SBD FORMS AND PACKAGING OF BID PROPOSAL

The purpose of this document is to guide bidders on the completion of SBD forms and packaging of a Bid

Proposals with each document being placed under the correct Annexure. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder)

The dates on this all-SBD forms must be a date which is within the bid advert period

TABLE OF CONTENTS FOR BID PROPOSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SDB 1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD 3.1/3.3	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. Bidders who are not VAT Vendors are not allowed to charge VAT Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. Bidders attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have bid or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be inline with what is captured in the CSD report	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of reg CSD Report.	
Bid Proposal	G	A detailed bid proposal inline with the Specifications must be attached	

SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	W 11459	CLOSING DATE: 14 DECEMBER 2023	CLOSING TIME: 11:00AM		
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY AND THE DELIVERY OF HYDROLOGICAL EQUIPMENTS, SENSOR, APPLICATION SOFTWARE AND ACCESSORIES FOR THE MEASUREMENT AND TRANSMISSION OF WATER AND METEOROLOGICAL PARAMETERS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
ZWAMADAKA BUILDING ENTRANCE					
157 SCHOEMAN STREET					
PRETORIA					
0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	WINNIE DOLAMO		CONTACT PERSON	Mandisa Motaung	
TELEPHONE NUMBER	012 336 8974		TELEPHONE NUMBER	012 336 8491	
FACSIMILE NUMBER	0864890777		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	dolamow@dws.gov.za		E-MAIL ADDRESS	motaungm@dws.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

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

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

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

Name of bidder.....	Bid number: W 11459
Closing Time 11:00am	Closing date 14 December 2023...

OFFER TO BE VALID FOR...120.....DAYS FROM THE CLOSING DATE OF BID.

1. Multi-Channel Data Logger with EUMATSAT satellite real-time logger, Transmitter and Accessories: EUMATSET Logging Modem

ITEM NO	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1.	Multi-Channel Data Logger with EUMATSAT satellite real-time logger, Transmitter and Accessories: EUMATSET Logging Modem	40	Unit Price R..... Total price: R.....
2.	Satellite Antenna	40	Unit Price R..... Total price: R.....
3.	Satellite Antenna Surge Protector	40	Unit Price R..... Total price: R.....
4.	Power Supply	40	Unit Price R..... Total price: R.....
5.	Training on the installation, operation, and maintenance of the equipment	2 days	Unit Price R..... Total price: R.....
		VAT	R
		TOTAL CEILING PRICE	R

2. Single-Channel Real-Time data logger for external sensor: Digital Pulse (Rainfall)

ITEM NO	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1.	Single-Channel Real-Time data logger for external sensor: Digital Pulse (Rainfall)	50	Unit Price R..... Total price: R.....
2.	Sensor for Weather Measurement: Rain gauge, tipping bucket with integrated syphon mechanism (high levels of accuracy), powder coated aluminium/ ASA Polymer:	50	Unit Price R..... Total price: R.....
3.	Mounting pole, with mounting base for rain gauge.	50	Unit Price R..... Total price: R.....
4.	Training on the installation, operation and maintenance of the equipment	2 days	Unit Price R..... Total price: R.....
VAT			R
TOTAL CEILING PRICE			R

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

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination. Refer to the ToR for different delivery point(s).

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

3. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

.....

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

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.

2.3.1 If so, furnish particulars:

Name of company related to	CSD Registration number of the company related to

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:

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

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.

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

1.2 To be completed by the organ of state

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:

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

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:

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

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)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise (Province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

The 80/20 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
Total	100

Price

A maximum of 80 points are allocated for price on the following basis:

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Documents Requirement for verification of Points allocation: -

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

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

Women, disability, and youth:

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

Location of enterprise

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

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

Measured in terms of normal BBEE requirements.

Note: Formula for calculating points for specific goals

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

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

Where

PC= Points awarded for specific goal

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

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application.

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights.**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) A cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.
 - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser.
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such

favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 1.2 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

- 1.1 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.

2. SPECIAL CONDITIONS OF CONTRACT

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 1.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4. Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, and SBD 6.1 or 6.2 and SCC**)
- 35.5 All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- 35.6. If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, www.dwa.gov.za
- 35.7. Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.10 All bid documents should be hand delivered and deposited into the Tender Box, if sent via post, envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.
- 35.11 Only signed, original documents will be accepted.

36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS

The above terms of the bid and all Annexure have been read, understood and accepted.

For and on behalf of the Bidder:

.....

Signature of Bidder:

Date:

Bidder's Name & Surname:

Designation

Witness Name & Surname:

Date

Signature:

Address (Physical):



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SUPPLY AND DELIVERY OF HYDROLOGICAL EQUIPMENT, SENSOR, APPLICATION SOFTWARE AND ACCESSORIES FOR THE MEASUREMENT AND TRANSMISSION OF WATER AND METEOROLOGICAL PARAMETERS.

STANDARD SPECIFICATIONS

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SECTION 1:

STANDARD SPECIFICATIONS

GENERAL REQUIREMENTS

1. GENERAL:

- 1.1. This Standard Technical Specification describes the general requirements with regards to material, equipment and workmanship and should be read together with the General Conditions of Tender, Contract and Order, Detail Specifications and Schedules.
- 1.2. Where any conflict exists, the relevant clauses of the Detail Specification shall take preference over the clauses of the Standard Technical Specification.
- 1.3. Should any conflict arise between the requirements of this standard specification and the General Conditions of Contract, Contract and Order, the General Conditions of Contract, Contract and Order would take preference.
- 1.4. The works and services required in terms of this specification shall comply with all the requirements of this specification, read together with the detail specification.
- 1.5. The Bidder shall be deemed to have examined all the constituent parts of this document carefully before the contract was submitted. Any doubts as to the meaning of any terms, phrases or clauses of the document, or any missing pages, shall be submitted to the Department in writing before a contract is submitted. No claims traceable to non-compliance with this clause will be considered.
- 1.6. If it is found at any stage of this contract that the Bidder has deviated from the requirements of this specification without the written consent of the Department, then the Department shall have the right to order the Bidder to remove the item(s) in question and to supply and/or install the exact equipment specified without any adjustment in the contract price.
- 1.7. Definitions:
 - 1.7.1. For the purposes of this contract all terms used shall be as defined in section 2 of SABS code 0142-1981, Article 1 of the Machinery and Occupational Safety Act, No 6 of 1983 and other relevant SABS specifications.

2. DESCRIPTION OF THE PROJECT:

- 2.1. The project is completely detailed in **SECTION 3, Detail Specification**. Should the Bidder require any further information, then this shall be referred to the Department in writing.

3. PRICING SCHEDULE:

- 3.1. Bidders are required to complete price for items that they are only bidding for. The pricing schedule must be completed in full for each item that the bidder is bidding for. Bidders who do not adhere to this request will be disqualified and their bids will not be considered.

4. SUB-CONTRACT WORK:

- 4.1. All work as specified shall only be performed by the Bidder's own personnel and shall under no circumstances be sub-contracted.

5. DELIVERY OF EQUIPMENT:

- 5.1. The Bidder shall make the necessary arrangements to get all equipment delivered to site / office in accordance with the program and in an undamaged condition. The Bidder shall be responsible for the acquisition of any insurance cover that may be required for equipment in transit and temporary storage.
- 5.2. The delivery point will be Head Office (Pretoria), on the listed address below and therefore bidders should consider that, and the delivery price be included in their prices.

Delivery Point:

- 173 Francis Baard Street, Emanzini Building, Pretoria 0001

6. HANDBOOK AND INSTRUCTION MANUALS:

- 6.1. The Bidder shall keep accurate records of all tests carried out and the results achieved, all meter readings taken after installation of the equipment, etc. A comprehensive instruction shall be built up by the Bidder and shall be considered to be part of the equipment offered. This manual shall provide complete equipment schematics; Complete equipment layout drawings; All manufacturer's handbooks having reference to the equipment; installation, test and alignment procedures; All inter connection and inter cabling diagrams; All parts and spares lists; Complete trouble shooting procedures and any other information deemed necessary to permit rapid and efficient maintenance of any part of the equipment by a qualified technician. Three copies of all test results, amendments and readings, together with three copies of the instruction manual, built-up as indicated above shall be handed to the Department before he will accept any equipment supplied to meet this specification. All the above shall be fully updated to include whatever final modifications are required to be made by the Bidder to his equipment in order for it to gain acceptance by the Department as being to specification.
- 6.2. The Bidder shall provide complete operating instructions and operating manuals that will enable staff to operate and understand the equipment and systems and to utilize the equipment to its full extent.

7. TESTS:

- 7.1. All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Department's instructions and shall be subjected from time to time to such tests and by such persons as the Department may direct at the place of manufacture or fabrication or on the site or at all or any of such places. Excepts as otherwise provided in the specification the Bidder shall supply such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing of any work and the quality, mass or quantity of any materials used and shall supply samples of material before incorporation in the works for testing as may be selected and required by the Department.
- 7.2. All samples shall be supplied by the Bidder at his own cost if the supply thereof is clearly intended by or provided for in the specification but if not, then at the cost of the Department.
- 7.3. The cost of making any test shall be borne by the Bidder if such test is clearly intended by or provided for in the specification and (in the case only of a test under load or a test to ascertain whether the design of any finished or partly finished work is appropriate for the purposes which it was intended to fulfil) if such is particularised in the specification in sufficient detail to enable the Bidder to price or allow for the same in his contract.
- 7.4. If any test is ordered by the Department which is either-
 - a) not so intended by or provided for; or
 - b) not so particularised; or

- c) though so intended by or provided for is ordered by the Department to be carried out by an independent person or body at any other place than the site or the place of manufacture or fabrication of the materials or equipment tested; then the cost of such test shall be borne by the Bidder if the test shows the workmanship of materials is not in accordance with the provisions of the Contract or the Department's instructions, but otherwise by the Department.

8. TEST EQUIPMENT AND SPARES:

- 8.1. It is a requirement of this contract that the Bidder shall have available all the test equipment that would be required to allow the Department's staff to commission any part of any system provided in terms of this contract.
- 8.2. The exact test equipment required will depend on the systems supplied and the Bidder shall submit a complete list of the test equipment to be used.
- 8.3. The Bidder shall recommend spares that would be required on site for emergency repairs, complete with unit costs for consideration by the Department.

9. TRAINING OF PERSONNEL:

- 9.1. Training provided by the Bidder shall be directly applicable to the actual equipment to be used at the installation. All training shall be carried out on site, unless otherwise requested by the Department.
- 9.2. Three categories of training for technical personnel are required, viz:
 - 9.2.1. Installation training.
 - 9.2.2. Operation training.
 - 9.2.3. Maintenance training.
- 9.3. The hardware maintenance training shall include the computers, microcomputers, programmable logic controllers and all the peripheral equipment.
- 9.4. The Department will bear the cost of salaries, accommodation and other allowances and travelling expenses of its personnel, but all other expenses shall be borne by the Bidder. The Bidder shall provide all course material including manuals.
- 9.5. The Bidder shall indicate his proposals and local facilities to provide training in particular aspects of operation and maintenance of the equipment being offered.
- 9.6. Training courses shall be made available and completed within the period of six months after the contract is awarded.
- 9.7. At the conclusion of the training periods, both in regard to the operation and maintenance of the equipment, the Department will give the Bidder a signed statement to the effect that these training sessions were adequate.

GENERAL SPECIFICATION FOR SOFTWARE DOCUMENTATION

1. SCOPE:

- 1.1 This specification covers the design and documentation requirements for software supplied under this contract.

2. SYSTEM DESIGN:

- 2.1 The system shall make use of a well-defined, standard, tested, debugged and field-proven operating system to control other programme modules which handle the user functional requirements. The operating system shall be capable of handling all input/output organization, scheduling, timekeeping, power failure procedures and to control communications with field hardware and operator devices, process system outputs and command requests.
- 2.2 The operating system shall initialize software upon restart conditions and allocate memory usage of application programmes. Furthermore, the operating system shall enable the system operator to create, store and run application and user programmes while operating system is busy controlling the real time application system. This user programme modifying facility should be menu driven under operating system control to enable operations to easily effect user system changes.
- 2.3 The operating system shall preferably reside in firmware and the software shall be task orientated, with linking and synchronisation possible between tasks. Tasks shall be allocated priorities and shall be able to control themselves relative to real-time so that the complete system is not "hung-up" by a faulty input device, such as chattering alarm relay.

3. DOCUMENTATION:

The successful Bidder shall supply full software documentation with the delivery of the equipment. Four copies of each of the following shall be provided:

- 3.1 A system manual containing detailed description of the operating system and the drivers of each software module, task or sub-module used. This description shall clearly specify the functions and structure of each module and the interfaces and links between them. This manual shall also describe how new software modules can be added, running under the same operating system.
- 3.2 A manual containing a complete set of programme listings.
- 3.3 An operator's manual, specifying all the system operating procedures in detail, for each system forming part of this contract.
- 3.4 A software user's manual (for each system) providing detailed information on how additions to the system can be generated, for instance the addition of an out-station, creation of a new access control category etc., or how system parameters can be changed or deleted. This manual should avoid the use of computer system jargon, shall include a definition of terms used and shall be written in such a way that operators without formal computer hardware or software training will be able to effect the changes as far as possible.

4. DATA BASE COMPILATION AND BUILDING:

- 4.1 The successful Bidder shall create, edit, debug and put into operation the initial data base required for each system to be supplied in terms of this document. The data base shall be compiled and built from the specified parameters and from information which will be supplied by the Department where applicable.
- 4.2 Bidders are, therefore, required to allow for the compilation of the required data basis in their contracts.

SECTION 2:**DETAIL SPECIFICATIONS****CONTENTS****GENERAL REQUIREMENTS:**

1. Scope
2. Standards and Specifications
3. Departures from the services rendered
4. Purpose of the equipment
5. Testing of equipment
6. Installation
7. Transport
8. Manuals and Training
9. Technical Schedules
10. General Technical Requirements

MULTI-CHANNEL DATA LOGGERS WITH EUMETSAT SATELLITE REAL-TIME LOGGERS, TRANSMITTERS AND ACCESSORIES

1. **Multi-Channel Data Logger with EUMETSAT satellite real-time logger, transmitter and Accessories: EUMATSET Logging Modem**

The following are the required accessories:

- 1.1. **Satellite Antenna**
- 1.2. **Satellite Antenna Surge Protector**
- 1.3. **Power Source**

SENSORS:

2. **Single-Channel Real-Time data logger for external sensor: Digital Pulse (Rainfall) with;**
 - 2.1 **Sensor for Weather Measurement: Rain gauge, tipping bucket** with integrated syphon mechanism (high levels of accuracy), powder coated aluminium/ ASA Polymer:
 - 2.2 **Mounting pole, with mounting base for rain gauge.**

GENERAL REQUIREMENTS:**1. SCOPE**

This contract makes provision for the supply and delivery of electronic data logging equipment, integrated data logging equipment, sensors and power supply equipment for the above-mentioned equipment and application software for mainly the Directorate National Hydrological Services of the Department of Water and Sanitation. The equipment will be used to collect and transmit hydrometeorological data from river gauging stations and rainfall stations, situated throughout the country, for transfer to the HYDSTRA Database.

2. STANDARDS AND SPECIFICATIONS:

- 2.1 The offered equipment with regards to its operational performance is to be in strict accordance with every term of the documents listed below:
- 2.1.1 The Standard Specifications - Section 1.
 - 2.1.2 The Detail Specifications - Section 2.
 - 2.1.3 The information provided in the Technical Schedules – Paragraph 9.
- 2.2 Next to each detail specification a block is provided for the bidder to complete the following:
- 2.2.1 Offered equipment / item to specification - ☐ Y or ☒
 - 2.2.2 Offered equipment / item not to specification - ☐ N or ☒
(Refer to Paragraph 3, below.)

3. DEPARTURES FROM THE SERVICES TO BE RENDERED:

- 3.1 If, in their offers to meet these specifications, there are any departures whatsoever from any of the provisions, or from any of the terms set out in paragraph 2 (Standards and Specifications), then Bidders shall list every departure in Section 1. (Annexure A). The list, which shall accompany the bid offer, shall be so numbered as to correlate each departure from the relative paragraph contained in the documents listed at 2.1. above.
- 3.2 **Failure on the part of any Bidder to meet this requirement in full shall signify non-compliance with the terms and conditions of the contract.**

4. PURPOSE OF THE EQUIPMENT:

- 4.1 The Directorate: National Hydrological Service's (D: NHS) mandate is to manage the National Hydrological Programmes as per Chapter 14 of the NWA (Act 36 of 1998) and also in line with the World Meteorological Organization (WMO) standards. To ensure compliance with international standards, DWS completed the review, evaluation and optimization of national water resources monitoring networks strategy in 2017. The strategy highlighted the need to expand, maintain, rehabilitate and optimize the various national monitoring programmes. The majority of the monitoring programmes are currently being operated and maintained by the Provincial Offices of the Department. Specialized monitoring programmes such as the early warning real-time monitoring systems, isotope hydrology monitoring, the acid mine drainage, and rainfall network for real time monitoring and groundwater recharge are managed, operated, and maintained by the National Office.
- 4.2 The early warning real time monitoring stations in remote areas are currently not operating optimally due to lack of GSM coverage and outdated equipment. In order to address this challenge, the D: NHS entered into an agreement with WMO to use EUMETSAT global transmission system (GTS) which operates on the Meteosat satellite system. The D: NHS needs to update/ upgrade the non-functional 80 hydrological stations located in remote areas to Satellite Data Collection platforms. Most of these stations are located in transboundary river basins and are critical to the country's international obligations.
- 4.3 The Directorate also manages, operates and maintains a meteorological monitoring network primarily for dam balance calculations at major water schemes, flood monitoring and forecasting in the Orange-

Vaal River basin, and for determination of episodic groundwater recharge in semi-arid fractured weathered hard rock aquifers. The rainfall monitoring network run by the Department has deteriorated throughout the years where monitoring equipment currently used is no longer in the market and requires updating and replacement. Besides upgrading the existing rain gauges, the D: NHS needs to establish an extra 20 rain gauges in the Vaal- Orange basin where flood monitoring and forecasting is currently conducted. The groundwater recharge program also requires an extra 80 rain gauges to augment the existing rainfall network countrywide.

5. TESTING OF EQUIPMENT:

- 5.1 The Department reserves the right to instruct the successful Bidder to submit a complete data logging system to the SABS to be tested for the following, before final awarding of the contract:
- 5.1.1 Compliance with the limits on the emission of radio frequency interference, as controlled in terms of the Radio Act.
 - 5.1.2 Satisfactory operation of the equipment at the extremes of the ambient operation conditions specified.
- The cost for the performance of these tests shall be for the Bidder's account.

6. INSTALLATION:

- 6.1 The equipment shall be designed to allow installation by the Department's staff. No special precautions shall be applicable, and connectors shall be so configured that damage will not result should devices be swapped around. Equipment shall be cross polarity protected.
- 6.2 It is a condition of this contract that the Bidder shall assist the Department with the installation of the equipment, in order to ensure proper operation thereof. Installation procedures shall be incorporated in the user manual and all wiring diagrams and information for the proper installation shall be given. Physical installation on site will be undertaken by the bidder together with the Departmental staff.

7. TRANSPORT:

- 7.1 The equipment shall be designed and packaged to withstand transport by vehicle over rough, unmade dusty roads.

8. MANUALS AND TRAINING:

- 8.1 The Bidder shall provide complete sets of user manuals, in English, included into the unit price, for each system and sub-system to be provided in terms of this contract. The user manual shall include the following:
- Equipment specifications.
 - Assembly and operation details.
 - Wiring diagrams.
 - Troubleshooting.
 - Explanation of error codes and possible remedial action.
 - Maintenance.
 - Contact details and the representative of the supplier.
- 8.2 Bidder shall be required to provide the following training, should it be deemed necessary by the Department:
- 8.2.1 Training of technical staff will be provided at the venue chosen by the Department and/or on-site during installation.

- 8.2.2 A course in the installation of the equipment, first line maintenance, fault finding and operator's procedures, is required and this will be attended by a maximum of 25 people per session.

9. TECHNICAL SCHEDULE:

Bidders are advised that it is in their own interest to provide accurate and detailed information in answer to all the questions asked in the Functional/Technical Evaluation, which appear in Phase 2 of this specification. **Failure to comply with this request will invalidate the bid offer.**

10. GENERAL TECHNICAL AND OTHER REQUIREMENTS:

- 10.1 All submersible instrumentation shall function reliably in water with a high saline content as well as a high silt content, including various chemical pollutants (including sulphates and phosphates) originating from agricultural run-off and other human sources.
- 10.2 Only high-quality equipment capable of offering extended service under arduous, hostile conditions in a long-term installation, on unmanned sites, shall be offered.
- 10.3 All instrumentation shall fully comply or exceed the specifications laid down in this Section. No deviation from the specified standards will be accepted.
- 10.4 Only microprocessor-controlled, frequency-synthesis instrumentation incorporating the latest in surface mount technology shall be acceptable.
- 10.5 Bidders shall not offer instrumentation that has been superseded by later models or that will be discontinued in the near future. All instrumentation offered shall be of the most recent design. Should the Bidder be aware of any impending modifications or new equipment he / she shall state the expected implications of such in his / her offer.
- 10.6 All equipment offered shall have a high reliability and shall have a proven record (case history) of usage in the field of Hydrometry / hydrological measurement.
- 10.7 Except when otherwise specified, all equipment shall be suitably protected against lightning and surge damage, up to 2 kV; the relevant test certificates should preferably accompany the bid offer or shall be made available on request to the Department.
- 10.8 Labels:
The instrumentation shall have durable, clearly legible labels, indicating the make, model, serial number, ratings and other relevant information.
- 10.9 Mounting Brackets:
The mounting brackets for the instrumentation must be robust and not sensitive to impact and vibration. Where possible, it should be manufactured from corrosion-resistant material, preferably stainless steel, or the equivalent thereof.
- 10.10 Various makes, models, manufacturers' equipment will be used and therefore the Bidder will at all times make the offered equipment's protocol available to the Department for the compatibility to other equipment offered on this contract.

11. ADMINISTRATIVE COMPLIANCE

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2	Tax compliant with SARS (to be verified through CSD and SARS).		
3	Complete, sign, submit SBD 1, SBD 3.1, SBD 4 and SBD 6.1		
4	General Conditions of Contract (GCC)		

12. EVALUATION CRITERIA

Department of Water and Sanitation will evaluate the bid in terms of the Preferential Procurement Regulations 2022. A copy of the Preferential Procurement Regulations 2022 can be downloaded from www.treasury.gov.za. In accordance with the Preferential Procurement Regulations 2022, submissions will be adjudicated on 80/20 points system and the evaluation criteria. Three phase evaluation criteria will be considered in evaluating the bid namely:

Phase 1: Mandatory Requirements

Phase 2: Functional / Technical Evaluation

Phase 3: Price and Specific goals

Phase 1: Mandatory Requirements

Please note that all bidders must comply with the following mandatory requirements- Bidders who do not comply with the below requirement will be disqualified.

No	Criteria	Yes	No
1	Attach manufacturer Certificate of compliance or Letter of distribution		
2	Compulsory Briefing session Attendance (signed attendance register)		

Phase 2: Functional / Technical Evaluation

The specification questionnaire below is the 2nd phase evaluation of the proposals to be in strict accordance with the detail specifications.

12.1. Next to each detail specification a block is provided for the bidder to complete the following:

- 12.1.1. Offered equipment / item to specification ☐ Y ☐ ✓ - or
- 12.1.2. Offered equipment / item not to specification - ☐ N or ☐ X
(Refer to the specifications below)
- 12.1.3. The bidder must initialise each page, he/she has filled and completed.

Suppliers are required to indicate accordingly. Failure to indicate such will result in your bid being disqualified.

Note: All suppliers who meet the requirements in terms of Phase 1 above, will be considered further for evaluation under phase 2 as provided below.

The bidders will be evaluated per item offered and therefore may bid for one or more items listed below. Bidders are required to tick next to the item they are bidding for. Bidders must note that they will be evaluated only on items that they have indicated to be bidding for:

Item No.	Item Description	Tick for item bidding for:
1	Multi-Channel Data Logger with EUMATSAT satellite real-time logger, Transmitter and Accessories: EUMATSET Logging Modem <u>The accessories:</u>	
1.1	Satellite Antenna	
1.2	Satellite Antenna Surge Protector	
1.3	Power Supply	
2	Single-Channel Real-Time data logger for external sensor: Digital Pulse (Rainfall)	
2.1	Sensor for Weather Measurement: Rain gauge, tipping bucket with integrated syphon mechanism (high levels of accuracy), powder coated aluminium/ ASA Polymer:	
2.2	Mounting pole, with mounting base for rain gauge.	

DATA LOGGING EQUIPMENT - DETAIL SPECIFICATIONS

13. SCOPE:

- 13.1 This part of the specification covers the detail requirements for the different types of modems and transmitters. These modems/transmitters will be integrally connected to the data loggers.
- 13.2 The equipment will also be utilised at remote measuring stations to collect data, mainly hydrological and meteorological data. Operation will be in a totally unattended mode, with inspections by staff on a routine schedule.
- 13.3 The equipment will be mounted in their respective positions for best results, i.e., on masts, in recorder huts, etc., and will be subjected to a harsh environment.
- 13.4 Only high-quality equipment capable of offering extended service under arduous conditions at unmanned sites shall be offered.
- 13.5 The data logger must be able to have multiple hydrological measuring instruments connected to it and will record and save measured data at frequencies to be determined by the programmer.
- 13.6 The satellite modem must be able to send the saved data packages at regular pre-determined intervals to the office control centre server via the satellite platform.
- 13.7 The data sent from the field stations must be able to be downloaded into Hydstra for analysis and use by the department
- 13.8 The operating systems shall be connected to a Satellite Network with a bandwidth dedicated for use by Hydrological and Meteorological services.

14. MULTI-CHANNEL DATA LOGGERS WITH EUMETSAT SATELLITE REAL-TIME LOGGER, TRANSMITTER AND ACCESSORIES

14.1 METEOSAT DATA LOGGING MODEM:

- 14.1.1 The data-transferring network shall provide the required services for 24-hours per day. The offered satellite Transceiver must have an international certificate of approval. ☐
- 14.1.2 The Eumetsat Telemetry System should provide the user with a simple method of recording, storing, and transferring data recorded by field loggers back to a central computer for integration into the Departments software programmes. ☐
- 14.1.3 The system should consist of two basic components, namely a "Eumetsat" Logging Modem and a Central Data Base. ☐

14.2 General Description:

"EUMETSAT" LOGGING MODEM:

- 14.2.1 The Eumetsat logging modem System should comprise of a combined low powered data logger and a satellite transceiver module. ☐
- 14.2.2 The Eumetsat logging modem should be able to be connected to a minimum of four (4) sensors up to a maximum 32 inputs via standard sensor cables. ☐
- 14.2.3 The system should be designed around receiving data from the sensor with a sample period of at least 12 minutes. ☐
- 14.2.4 The following indications should be available on the front of the unit:
- Power Fail.
 - Transmit (Tx).
 - In Test Mode.
 - Unit is OK.
 - Set up error.
 - WIFI active.
 - WIFI ON, not connected.
 - Multi-function button pressed.
 - USB thumbs drive ON or FAIL
- 14.3 In standard operation the system rests in "sleep" mode until the predetermined time when it powers itself up, reads the data from the sensors, saves them and powers down. At predetermined intervals, the modem should "wake up" to send the data package to the Control Centre Server. ☐
- 14.4 The following protection should be built into the design of the electronic
- Circuit board (PCB)
 - Reverse Polarity Protection
 - Voltage Clamping
 - DC filtering
 - Lightning protection
- 14.5 CONFIGURATION OF THE FIELD UNIT:
- 14.5.1 The field unit is to include a Bluetooth communication between operator and device. ☐
- 14.5.2 Communication is activated via a Link button on the front of. The transmitter housing. ☐
- 14.5.3 Communication is made between the modem and the operator's mobile (Android or iPhone), or PC or MAC, using a Link App. The App is available and downloadable through the web. ☐
- 14.5.4

- | | | |
|-------------|--|--------------------------|
| 14.5.5 | Configuration of the field unit and the connection to the satellite platform to be performed by the operator. | <input type="checkbox"/> |
| 14.2.6 | The operator should be able to configure various parameters of the system as listed below. | <input type="checkbox"/> |
| 14.2.7 | Changes to field modem settings. | <input type="checkbox"/> |
| 14.2.8 | Export Data in predefined formats. | <input type="checkbox"/> |
| 14.2.9 | Export Data in predetermined time intervals. | <input type="checkbox"/> |
| 14.2.10 | View all Data stored in the unit. | <input type="checkbox"/> |
| 14.2.11 | Alarm if data not received within prescribed times. | <input type="checkbox"/> |
|
 | | |
| 14.6 | PERFORMANCE: | |
| 14.6.1 | Must function as an integral Data Logger and Satellite Transmitter. | <input type="checkbox"/> |
| 14.6.2 | Must have built-in WIFI for communications, and a USB connection port. | <input type="checkbox"/> |
| 14.6.3 | Must have a USB Micro AB port, USB Host port and SD Memory (internal). | <input type="checkbox"/> |
| 14.6.4 | Must support up to 32 measurements: SDI-12, Analogue, Digital, RS485 & 4-20mA, all with lightning protection. | <input type="checkbox"/> |
| 14.6.5 | Must include 6 Analogue Inputs (2 Single ended, 3 Differential, and 1 x 4-20mA), 2 Digital and 2 Digital Outputs, and Tipping Bucket input. | <input type="checkbox"/> |
| 14.6.6 | Must have analogue input voltage range of 0 to 5 volts, differential range of 78Millivolts ad 625 Millivolts, and 0.02% FS at 25°C, +-0.03% FS accuracy when transmitting. | <input type="checkbox"/> |
| 14.6.7 | Must save Logged Data and Transfer Data at set time intervals. | <input type="checkbox"/> |
| 14.6.8 | Configuration changes must be field programmable. | <input type="checkbox"/> |
| 14.6.9 | Extended connectivity and configurations possible with Python scripting. | <input type="checkbox"/> |
| 14.6.10 | Must allow for Alarm logs and reports. | <input type="checkbox"/> |
| 14.6.11 | Optional cell/Iridium modem cards for redundant 2-way communications must be available | <input type="checkbox"/> |
| 14.6.12 | Must have three-level password protection. | <input type="checkbox"/> |
| 14.6.13 | Must have equation processing and multiple level averaging capabilities. | <input type="checkbox"/> |
| 14.6.14 | Must have a mathematical equation editor and front panel programming. | <input type="checkbox"/> |
| 14.6.15 | Data information can be transmitted in several formats such as SHF, SHEFIX, ASCII, Binary and Pseudo Binary. | <input type="checkbox"/> |
| 14.6.16 | Logs up to 1,000,000 readings. | <input type="checkbox"/> |

14.7 Alarms and Monitoring:

The Logger Modem should initiate the following parameters:

- 14.7.1 Records of logged sensor values. ☐
- 14.7.2 Site data including battery strength, GPS status, Signal Strength graph. ☐
- 14.7.3 High, Low level and Rate of Change alarms. ☐

14.8 Physical Characteristics:

- 14.8.1 The combined mass of the unit should not exceed 1.5 kg. ☐
- 14.8.2 The dimensions of the "METEOSAT" logger with modem should not exceed: 155 mm Wide x 235 mm Deep x 55 mm High ☐
- 14.8.3 The enclosure should preferably be manufactured from anodised aluminium, or better. ☐
- 14.8.4 The unit should include 2 terminal connecting strips with removable connectors, for ease of wiring. ☐
- 14.8.5 The equipment shall be designed to operate without degradation under dusty conditions experienced at exposed sites. ☐
- 14.8.6 The equipment shall function satisfactorily between -40°C and +70°C. ☐
- 14.8.7 The logger housing shall be dust and water spray protected. ☐
- 14.8.8 The equipment must be compact, robust and corrosion resistant. ☐
- 14.8.9 The input voltage to the system shall preferably be 9-20 V DC. ☐
- 14.8.10 The unit must be manufactured to ISO 9001 Quality Standards. ☐
- 14.8.11 The transmitter must operate on the HRDCP at 3kHz spacing, at 1200bps. ☐

14.9 ENVIRONMENTAL CONDITIONS:

- 14.9.1 Field unit shall operate under the following conditions.
 - 14.9.2 Temperature -40°C to +70°C
 - 14.9.3 Humidity (non-condensing) 90% RH at 35°C
 - 14.9.4 IP rating of electronic enclosure IP63
- ☐

14.10 CURRENT CONSUMPTION:

- 14.10.1 The Current Consumption should be as follows:
 - 14.10.2 Standby Current: 1.1mA
 - 14.10.3 Measuring Current: 6-15mA depending on number of sensors
 - 14.10.4 Wake up Current: 50mA for 107 seconds
 - 14.10.5 Transmitting Current: 1.5 – 3.5A for 2-60 seconds
 - 14.10.6 WIFI ON: 11mA
- ☐

14.11 SATELLITE OPERATOR'S AUTHORITY:

- 14.11.1 The Tenderer must submit proof from the supplier for the Satellite Operator of accreditation and authorization to use the said EUMETSAT satellite system. ☐

14.12 WARRANTY:

14.12.1 The unit should be supplied with 3-year warranty.

☐

14.13 SATELLITE ANTENNA:

14.13.1 5.2 dBi Gain Geostationary Antenna with integral GPS antenna, with

14.13.2 5m UHF RF and GPS cables

14.13.3 Connectors; Type-N Female (RF Antenna), SMA Female (GPS Antenna)

14.13.4 Weatherproof aluminium pole mounting bracket

14.13.5 Dimensions: cylindrical, 338.6mm H x 162.8mm Dia.

14.13.6 Weight: 794gms antenna only

☐

14.14 SATELLITE ANTENNA SURGE PROTECTOR:

14.14.1 Coax Surge Protector Kit (Panel Mount) with 0.9m cable.

☐

14.15 POWER SOURCE:

14.15.1 Battery 12Vdc 24AH Gel Cell battery with 1m fused power cable.

☐

14.15.2 Regulator 3 AMP Solar Charger Regulator, temperature compensated.

☐

14.15.3 Solar Panel 30W Solar Panel with mounting bracket and 3m cable including vandalized protection.

☐

15 SINGLE-CHANNEL REAL-TIME DATA LOGGER FOR EXTERNAL SENSOR: DIGITAL PULSE (RAINFALL):

- 15.1 Application: ☐
The single-channel real-time data logger would be installed at remote gauging stations and used for primary or secondary real-time or backup data collection applications where rainfall is measured.
- 15.2 Design and technical details: ☐
The equipment shall be designed to function satisfactorily under the following conditions:
- Operating temperature range: -20°C to 50°C.
 - Relative humidity: 100%.
 - Submersible: IP67 (or higher):
 - Solid particle protection: Dust tight; and
 - Liquid ingress protection: Immersion, up to 1-meter depth for 30 minutes.
 - The data logger shall be designed to operate without degradation under dusty or condensing conditions experienced at sites.
 - The housing shall be manufactured of corrosion resistant material.
 - The data logger housing shall not exceed the following dimensions:
 - Height: less than 150 mm.
 - Width: less than 150 mm.
 - Depth: less than 150 mm.
 - Only compact data loggers will be accepted, therefore all electronic components, wiring, etc., will be fixed / mounted inside the logger housing.
 - The data logger shall be enclosed in standing enclosures, for installation in the rain gauge enclosure.
 - The data logger will feature a local communication port for programming the data logger, and for manual downloading of data. The data-logger local communication port should operate at an asynchronous data rate of between 1200 to 38400 Bps.

15.3 Single-channel real-time data logger:

- 15.3.1 Only intelligent data loggers equipped with a microprocessor will be considered. ☐
- 15.3.2 The data logger shall be equipped with a CPU watchdog circuit that will automatically restart the system in case of a severe electrical or electromagnetic disturbance. ☐
- 15.3.3 The data logger must have one (1) channel that can be user configurable to record digital pulse inputs from a tipping bucket rain gauge. ☐
- 15.3.4 The data loggers shall be equipped with battery backed hardware real time clock system. ☐
- 15.3.5 The real time clock system shall provide time (24-hour system) and date information. ☐
- 15.3.6 Crystal controlled calendar clock with leap year adjustment. ☐
- 15.3.7 Option to synchronise clock to local network at regular intervals. ☐
- 15.3.8 Solid state, non-volatile memory for system and station parameters and user defined variables allocable between channels as required (max 64K per channel). ☐
- 15.3.9 The memory size: minimum 512K. ☐
- 15.3.10 Recording Interval programmable between 1 second and 1-hour. ☐
- 15.3.11 Data storage: Rotating store or store until full. ☐
- 15.3.12 Battery backed RAM for intermediate data storage and processing. (Minimum 128 KB) ☐
Stored data at 1-hour intervals more than 2 years if not downloaded.
- 15.3.13 Each data logger shall be provided with an internal source that would prevent equipment shutdown or loss of data when the main battery is either disconnected for a short period or exchanged. (±12 minutes) ☐
- 15.3.14 Power for all the sensors will be derived from the internal main battery (Alkaline) via the data logger for more than 2 years at an interval of 1 hour. ☐

15.3.15 The logger must have low power consumption on standby mode.

15.3.16 The user replaceable internal (Alkaline) battery must have a battery life of at least 5 years at an hourly logging interval under the specified operating temperatures.

15.3.17 The data logger must be reverse polarity protected.

15.3.18 The logger must be programmable to log at a fixed rate from 1 minute to 12 hours.

15.3.19 Full calibration procedures shall be provided for each sensor.

15.3.20 GSM Modem:

- Built-in GSM Modem for the purpose of transmitting and receiving data to and from the network.
- Scalable machine to machine (M2M) solution reducing user operating and capital costs.
- Set-up using innovative optional Wi-Fi communication interface.
- Dual band and should be capable of operating at frequencies of 900 MHz/1800 MHz or 850 Hz/1900 MHz.
- Integral GSM antenna.
- Support 2G or 3G frequencies.
- User replaceable SIM card
- Support all current forms of SIM cards.
- Support all GSM operator's networks.
- Support on-site Signal Strength Measurement by the operator.
- The data logger will be programmed to initiate data transmission hourly, daily, weekly or monthly at a user selected time. The logger will assemble the data to be transmitted in the form of packets of suitable length and format to be transmitted as a number of SMS's or GPRS data packets. The transmission software must be controlled and managed by the department.
- Data to be transmitted will be any data, which has not been previously sent, or, at the request of the data centre any data recorded from a particular date and time.

16 Sensor for Weather Measurement: Rain gauge, tipping bucket with integrated syphon mechanism (high levels of accuracy), powder coated aluminium/ ASA Polymer:

16.1. Application:

- a) The tipping bucket rain gauge is recognised as the standard for measuring rainfall and other precipitation in remote and unattended locations.
- b) It has an integrated syphon mechanism delivers high level accuracy.

16.2. Design and technical details:

- a) Unit should consist of collector funnel and integrated siphon control mechanism, an outer enclosure with quick release fasteners and base which houses the tipping bucket mechanism.
- b) The catchment enclosure must be manufactured from powder coated aluminium and the catchment base from UV-resistant ASA Polymer.
- c) Operating temperature range to be at least between 4°C to +70°C,
- d) Depending on the needs, the size of the opening should be 200 mm diameter or smaller.
- e) The minimum depth of rainfall to be measured will be either 1.0 mm, 0.5 mm, 0.2 mm or 0.1 mm.
- f) The rain gauge should be able to measure an intensity of at least 0-400 mm/h.
- g) The accuracy of the unit shall be better than $\pm 2\%$ for 0 – 250mm/hr.
- h) Complete with all mounting screws, adjustment bolts and / or tools.
- i) A calibration certificate shall be produced by the manufacturer with delivery of the item.

17 Mounting pole, with mounting base for rain gauge.

17.1 Mounting pole:

- Galvanised steel mounting pole, 50mm diameter, 1.5m total length.
- Rust prevention coated.

☐

17.2 Mounting base:

- Square or circular mounting base fitted onto mounting pole.
- Holes provided for mounting the offered rain gauge.
- Anti-tamper cover plate to cover the mounting screws of the rain gauge.
- Rust prevention coated.

☐

18 SUMMARY OF THE QUANTITIES OF ITEMS REQUIRED

Description of quantities required
All Regions

Item Nr	Description	Quantity
1.	Multi-Channel Data Logger with EUMATSAT satellite real-time logger, transmitter and Accessories: EUMATSET Logging Modem	40
1.1.	Satellite Antenna	40
1.2	Satellite Antenna Surge Protector	40
1.3	Power Source	40
2	Single-Channel Real-Time data logger for external sensor: Digital Pulse (Rainfall): Single Channel Real-Time data logger	50
2.1	Sensor for Weather Measurement: Rain gauge, tipping bucket with integrated syphon mechanism (high levels of accuracy), powder coated aluminium/ ASA Polymer:	50
2.2	Mounting pole, with mounting base for rain gauge.	50

Phase 3 – Price and Specific Goals:

The 80/20 Preferential Procurement System will be used in evaluation these bids

	POINTS
PRICE	80
Specific goals	20
Total points for Price and B-BBEE must not exceed	100

Price

A maximum of 80 points are allocated for price on the following basis:

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Documents Requirement for verification of Points allocation: -

Procurement Requirement

Required Proof Documents

Women

Full CSD Report

Disability

Full CSD Report

Youth

Full CSD Report

Location

Full CSD Report

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

Valid BBBEE certificate/sworn affidavit
Consolidated BEE certificate in cases of
Joint Venture
Full CSD Report

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

Women, disability, and youth:

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

Location of enterprise

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

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

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

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

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

Where

PC= Points awarded for specific goal

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

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

Conditions:

- Bidders are kindly requested to submit original only
- Bidders are required to submit a copy of the valid B-BBEE Status Level Verification Certificates together with their bids, to substantiate their B-BBEE rating claims.
- Fraudulent practices shall result in immediate disqualification.
- It is a requirement that bidders who do business with government must comply to the relevant tax legislations and bidders are required to ensure that their Tax Matters are in order and up to date. The Department may invalidate your bid should it find that your Tax Compliant Status (TCS) is not in order.
- DWS reserves the right to not award the bid should suitable bidders not be identified.
- It is a condition that the DWS further reserves the right to award the bid to multiple service providers for the respective items. The awarding of the bid is not limited to a single bidder. The awarding can be done to different bidders for different items offered.

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