



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

TERMS OF REFERENCE

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER,
INSTALL, CALIBRATE AND COMMISSION A PARTICULATE
MATTER (PM1, PM2.5 AND PM10) ANALYSER AND TO CONDUCT
SANAS ACCREDITED CALIBRATIONS OF INSTRUMENTS FOR
MOPANI AMBIENT AIR QUALITY MONITORING STATION LOCATED
IN TZANEEN, MOPANI DISTRICT MUNICIPALITY**

TECHNICAL SPECIFICATION

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1. PURPOSE

The Limpopo Department of Economic Development, Environment and Tourism (LEDET) seeks to appoint a South African National Accredited System (SANAS) accredited service provider to supply deliver, install, calibrate and commission a Particulate Matter (PM1, PM2.5 and PM10) analyser and to carry out dynamic calibration of the particulate matter (PM2,5 and PM10), sulphur dioxide (SO₂), oxides of nitrogen (NO_x), ozone (O₃) and volatile organic compounds (VOCs) instruments as well as meteorological (wind speed and direction, temperature, relative humidity, solar radiation, Pressure and rain) sensors of Mopani District Municipality ambient air quality monitoring station.

2. BACKGROUND AND MOTIVATION

The state of the ambient air is a matter of national importance. The Air Quality Act lays down public health-based limit and target values for criteria air pollutants. Compliance with these limits is checked by ambient air quality monitoring stations, which have to be installed and managed by provinces and municipalities at specific locations to ensure that air pollution exposure risks to the vulnerable population is minimised. In terms of Sections 8(a) and 8(b) of the National Environmental Management: Air Quality Act No. 39 of 2004 (Air Quality Act) municipalities and provinces have the primary responsibility to monitor ambient air quality. Ambient air quality monitoring should be conducted in accordance with accepted norms and standards in order to ensure integrity, consistency, correctness and representativeness of resultant data. It is only when these attributes are guaranteed that government can have access to complete information to make meaningful decisions towards managing air quality.

Limpopo Department of Economic Development, Environment and Tourism is vested with environmental management responsibilities in the province, with the Environmental Quality Management Directorate responsible for the implementation of air quality management functions. The department also plays an oversight role in air quality management matters in the province and as set out in section 8(b) of the Air Quality Act, LEDET has a responsibility to monitor the performance of municipalities,

provide support and ensure a coordinated and integrated air quality management in the province.

Furthermore, air quality management is a function built on intergovernmental collaboration for air quality improvements and human health protection through established strategies and actions, and therefore it is mandatory that the department intervenes by implementing tangible municipal support programs to ensure performance improvements, capacity building and air quality management service delivery enhancement for poorly performing municipalities. Accordingly, the department has an obligation to implement the Cabinet decision and provide support to Mopani District Municipality (MDM) in relation to air quality management functions specifically the ambient air quality monitoring function that ensure station functionality improvements and compliance with the minimum data recovery standard.

Ambient air quality monitoring norms and standards define procedures and protocols for effective ambient air quality monitoring in an area from network planning, station siting, monitoring methods, operations and maintenance, data evaluation, data archiving and data reporting. In addition, they ensure correctness, representativeness, consistency and accessibility of ambient air quality monitoring information and provide guidance to achieve accurate and representative ambient air quality monitoring, using prescribed monitoring methods and reporting formats. Ambient air quality monitoring services should also be provided by certified service providers or local distributors who are authorised by Original Equipment Manufacturers (OEM) for the supply, operations, calibration, maintenance, repair and/or servicing of these equipment. To meet the requirement of the South African National Accredited System (SANAS) standard TR-07-03 for monitoring of ambient air pollutants, it is necessary to ensure that all analyzers in the monitoring station are operational.

3. OBJECTIVES

The objective of this project is to supply, deliver, install, calibrate and commission a particulate matter (PM) analyser that monitors ambient PM1, PM2.5 and PM10 and to carry out quarterly and annual calibrations of Mopani Continuous Ambient Air Quality Monitoring Station located at Tzaneen Disaster Center. This is to ensure continuous

measurements of PM at the above-mentioned monitoring station. The project aims to improve the ambient air quality monitoring station's functionality and to ensure reliable/credible air quality data that meets minimum data requirements standards for the municipality.

4. SCOPE OF WORK

4.1 Project Location

Mopani District Municipality has one continuous ambient air quality monitoring station measuring SO₂, NO_x, O₃, VOCs, CO and PM as well as meteorological parameters (Wind Direction, Wind speed, Temperature, Humidity, Rain-gauge, Radiation, and Pressure). The station which was commissioned in 2014 is located at Tzaneen Disaster Management Centre in Tzaneen. The successful bidder will be required to supply deliver, install, calibrate and commission a Particulate Matter analyser for ambient PM₁, PM_{2.5} and PM₁₀ that uses a reference method as per requirements of Government Notice 1210 and is of latest design at the address mentioned above.

4.2 Project Scope

The Service Provider will supply, deliver, install, calibrate and commission a Particulate Matter analyser that uses a reference method as per requirements of Government Notice 1210 and is of latest design.

- The analyser should be complete with a calibration system. The analysers must have zero-point internal calibration system in agreement with minimum detection limit of the analyser.
- The calibration procedures are to be integrated into the software system for automatic calibration. The analyses should be supplied with all the ancillaries necessary for operation.
- All necessary spares and consumable items shall be provided by the service provider.
- The analyser must be complete in functionality and be able to operate in synergy with other instruments at the station.

- The analyser must be able to seamlessly connect to the Envidass data logger to enable real-time ambient air quality monitoring data must be reported to SAAQIS to ensure that ambient air quality information is accessible to the public.
- The analyser must use prescribed reference methods to continuously monitor Particulate Matter (PM10, PM2.5 and PM1).
- All necessary equipment and services to ensure proper operation of the analyser must be included in the quotation.
- Any balance of material not specified but required for the purpose must be supplied by the Service Provider and should be costed accordingly.
- Quotations must be inclusive of tax and any resources, labour, accommodation, travel, uninstallation and re-installation costs associated with the work required.

The service provider will also carry out calibrations and maintenance services of monitoring equipment at the station. All required calibrations must be done, including but not limited to the following:

- Four quarterly full dynamic calibrations and maintenance services of all gas analysers per year; and
- Annual SANAS accredited calibrations, maintenance and repair services of PM analyser and meteorological instrumentation.

The equipment calibrations and maintenance services work must be done in accordance with set norms and standards for ambient air quality monitoring and other codes of good practice. A detailed signed calibrations and maintenance services report should be written and provided to the LEDET and MDM on a quarterly basis. A valid Accreditation Certificate listing range and uncertainty, and proficiency testing report for each analyser or equipment calibrated or serviced must be provided as evidence of service rendered.

4.3 Project Deliverables

The role of the Service Provider is to supply, deliver, install and commission a Particulate Matter analyser and to carry out quarterly and annual calibrations and maintenance of MDM monitoring station in line with the provision of the Act, associated legislative frameworks and guidelines. The Service Provider therefore will:

- Supply, deliver, install and commission a Particulate Matter analyser (for ambient PM1, PM2.5 and PM10) that uses a reference method as per requirements of Government Notice 1210 and is of the latest design.
- Conduct onsite SANAS calibrations and maintenance services on all gas analysers, particulates monitors and meteorological instruments in accordance with SANAS accredited reference standards and methods and the recognized International Standard ISO/IEC 17025:2005 and for instruments as listed in the table below:

Item	Description	Qty
1	Sulphur dioxide (SO ₂) analyser	1
2	Ozone (O ₃) analyser	1
3	Particulate matter analyser	1
5	Oxides of nitrogen (NO _x) analyser	1
6	Carbon monoxide (CO) analyser	1
7	Meteorological instrumentation: Wind Direction, Wind speed, Temperature, Humidity, Rain-gauge, Radiation, and Pressure.	1

5. PROJECT ACTIVITIES, DURATION AND BUDGET

Specific activities to be carried out by the Service Provider in carrying out the project must be detailed in the proposal contained in the RFQ. The calibrations, maintenance and repair services contract shall be for a period of twelve (12) months from the date of signing of service level agreement. All work associated with this project will be completed within a period of twelve (12) months from the date of contract acceptance. Proposals must include a work programme and implementation schedule to ensure that project closure is achieved within this period. In preparing the financial proposal, the appointed service provider is expected to take into account the requirements and conditions of the RFQ documents. The financial proposal should list all costs associated with the project.

6. PROJECT MANAGEMENT

6.1 Project Director (LEDET)

The Deputy Director: Environmental Quality Management will be the client project manager. As such, the contracted Service Provider will be directed by and report to the Project Manager –(LEDET).

6.2 Project Manager (Contracted Service Provider)

The successful Service Provider will nominate a member of their team with project management expertise as the project manager. This person will be responsible for managing the implementation of all the activities described in this document and delivery of all outputs contained in the accepted proposal. The project manager will be the contact person for all departmental-consultant interactions. The project manager should demonstrate an acceptable project management methodology that the bidder uses and the project should be based on a reputable project management practice.

6.3 Project Management Team

The Project Management Team (PMT) will be made up of the following team members who will make the day-to-day decisions on project implementation, (i) Director: Environmental Quality Management, (ii) Deputy Director: Environmental Quality Management, (iii) Project Manager (contracted service provider) (iv) Relevant Municipal Air Quality Officer. The PMT will meet at any required time to ensure successful implementation of part 5 and to adjudicate over reports and see if they meet the required standards and provide direction. Other members may be invited to PMT meetings as and when necessary and as agreed by the PMT.

6.4 Project Steering Committee

The successful implementation of the project will also rely heavily on efficient and effective cooperation and coordination between the regulatory authorities impacted or affected by the project. To facilitate the required intergovernmental cooperation and coordination, a Project Steering Committee (PSC) made up of members from the project partners will be established during an initial project inception meeting. The Project Management Team will form part of the PSC. The PSC will be chaired by the Project Manager (contracted service provider) with the assistance of the Project Manager (LEDET) and will meet, at least, once every two months and as and when necessary.

7. PROJECT INFORMATION MANAGEMENT

7.1 Internal Project Communication

All decisions, suggestions, recommendations, reports etc. concerning the project must be submitted in writing. In the case of emergencies, verbal decisions, suggestions, recommendations, reports, etc. must be confirmed in writing by the contracted consultant within 48 hours of the verbal communication. All required reports will be submitted to the Project Manager (LEDET) and the PMT in hard copies as per the number of PMT members. Project progress reports are to be submitted in electronic format and signed original hard copies should be circulated to the PSC members by the project manager or his/her appointed project administrator.

7.2 External Project Communication

All communication external to the project will be carried out by either the Project Manager (LEDET) or the department's communication section. As such, all

complaints, press/media queries, etc. must be referred to the Project Manager (LEDET) together with a written briefing on a possible response.

8. REPORTING

8.1 Quarterly Reporting

The contracted Service Provider will submit quarterly progress reports in an agreed format to the Project Manager (LEDET) within 15 days of the month under review.

8.2 Project Closure Reporting

The contracted Service Provider will submit a project closure summary and analysis report of the project within two weeks of project closure.

8.3 Public Information Requests and Other Technical Support

The contracted Service Provider in relation to this project will:

- Provide assistance in responding to public data information requests
- Provide technical expertise as requested.

9. PERFORMANCE MONITORING

On signing the service level agreement, the Service Provider shall submit an implementation strategy and project plan to LEDET. Performance against the deliverables detailed in Paragraph 4.2 and agreed upon project implementation plan will be closely monitored by LEDET.

MONITORING TOOL	FREQUENCY	EXPECTATION
Progress Reports	At the end of each quarter	Written report.

10. BID EVALUATION CRITERIA

The submission from the service provider will be evaluated in terms of the 80/20 point system as stipulated in the Preferential Procurement Policy Framework Act (Act 5 of 2000 and the Preferential Procurement Regulations, 2022).

The bids will be evaluated on three phases:

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

11.1 Phase 1 – Administrative / Pre-check Compliance:

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

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

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

11.1.3 Bidders may be disqualified if not meeting the following requirements:

Criteria	Requirement	
Tax compliance status	Tax registered Successful appointment depends on Tax complaint status.	
Business registration	Entity must be in business (i.e. active status)	
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.	
In the service of the state status	Bid will not be considered if shareholder or director are employed by state /government departments, municipalities, municipal entities and public entities unless such shareholder or director is in an official capacity as a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.	
Tender defaulting and restriction status	Entity and directors must not be restricted	
Documents that must be submitted	Non-submission will result in disqualification	Requirement
Bidder's Disclosure – SBD 4	YES	Must be fully completed and submitted with the RFQ by the closing date and time. (Must declare if they have interests in other Companies. Refer to Paragraph 2.3 of SBD 4)
Preference Point Claim Form – SBD 6.1	NO	Must be fully completed, signed and submitted with the RFQ by the closing date and time. (Bidders must fully complete Table 1, paragraph 4.2 of SBD6.1 to claim preference points for specific goals)

11.2 Phase 2: Functionality Evaluation Criteria

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

This evaluation will be based on the responses provided in the Bidders RFQ documents, using the functionality requirements in the TERMS OF REFERENCE section. The threshold value set for qualification of a RFQ is **70 points** and all bidders who score below these points will be eliminated.

No.	Technical / Functional Criteria	Weights
1.	Project Proposal: Service Providers must demonstrate an understanding of the project scope, methodology to be employed and information provided in the RFQ response document (relevance and accuracy). Furthermore, the service provider must develop and submit a detailed project plan with the quotation. Points allocation: • 30 points = Bidder submitted Detailed project proposal with clear action plan and demonstrates an extensive understanding of project requirements. • 20 points = Bidder's project proposal demonstrates limited understanding project requirements. • 10 points = Bidder's project proposal demonstrates poor understanding project requirements • 0 points = No submission of the project plan;	30
2.	Company Track record on Ambient Air Quality Monitoring projects: Relevance of the company's core business to the scope of the bid (the portfolio of services of the bidder). The service provider must have experience in relation to supply and installation of ambient air quality monitoring instruments, operations and maintenance of monitoring stations as well as calibration and repair services for ambient air quality monitoring stations. Bidders are required to attach to their RFQ response, reference letter/s from previous clients where similar services were rendered. Bidders must make sure that each reference letter entails the following but is not limited to: • The letter head of the company providing the reference letter/s; • The contact details of the company providing the reference letters, • The signature of the recipient/client of the services; • A brief description of the project inclusive of the contract duration / period completed by the service provider. NB: Reference letters received without any of the above may not be considered.	30

No.	Technical / Functional Criteria	Weights
	Points allocation: ▪ 30 points = 5 or more AQMP development projects completed ▪ 20 points = 3 – 4 AQMP development projects completed ▪ 10 points = 1 – 2 AQMP development projects completed ▪ 0 points = No submission of reference letter/s NB: Reference letters indicating experience that is not relevant to above requirement will not be considered and will be allocated <u>0</u> point.	
3.	Key Personnel Competence and Skills (Maximum points = 40 points): Service providers must provide profiles i.e. Curriculum Vitae (CV) of key personnel to provide service for the Project that are knowledgeable and have experience in air quality management. Capability of key personnel (profiles of key staff and persons to be assigned to the project). NB: Please ensure that profiles of the following key resources form part of the submission: ▪ Project Manager/Team Leader ▪ Ambient Air Quality Monitoring Specialist(s)/Technician(s) The above key personnel must be supported by other project team members to ensure timely completion of project activities. 3.1. Project Manager/Leader (20 Points) The appointed project manager must have qualification in environmental science/management or related field, at least 5 years' experience in the air quality management sector having undertaken a variety of air quality management functions such as ambient air quality monitoring, dispersion modelling, and atmospheric emission inventory development and reporting, atmospheric emissions licensing process. The project manager must have experience in leading multidisciplinary teams and coordinating with stakeholders in the public and private sectors. The project manager must also demonstrate excellent analytical, interpersonal and problem-solving skills, ability to bring alternative thinking to an organisation. Bidders must submit a CV of the appointed project manager with certified copies qualification in Environmental Science/Management/ Health/ Engineering or Atmospheric Science. A summary of successful projects completed as project manager must be included in the CV.	40

No.	Technical / Functional Criteria	Weights
	3.1.1. Projects completed as Project Manager/Leader – Points allocation (10 points): ▪ 10 points = 5 or more ambient air quality monitoring projects successfully completed ▪ 5 points = 3 – 4 ambient air quality monitoring projects successfully completed ▪ 2 points = 1 – 2 ambient air quality monitoring successfully completed ▪ 0 points = no ambient air quality monitoring projects successfully completed or no submission 3.1.2. Academic Qualifications of Project Manager/Leader – Points allocation (10 points): ▪ 10 points = Master's degree or above in Environmental Science/Management/Health, Chemical Engineering or Atmospheric Science ▪ 5 points = Bachelor's Degree or Honours in environmental science/management/health, Chemical Engineering or Atmospheric Science ▪ 2 points = National Certificate or Diploma in Environmental Science/Management/Health, Chemical Engineering or Atmospheric Science ▪ 0 points = Irrelevant Qualification, No Qualification or No submission 3.2 Ambient Air Quality Monitoring Specialist(s)/Technician(s) (20 points) General professional experience and competencies of the team members to be deployed: • Key team members [Ambient Air Quality Monitoring Specialist(s)/Technician(s)] shall have relevant qualifications and experience in their area of expertise. • A good working knowledge of international best practices in ambient air quality monitoring. The bidders must deploy competent Specialist/s or Technician/s with experience and competencies as outlined above. The bidder must submit a CV of the appointed Ambient Air Quality Monitoring Specialist or Technician with certified copies of qualification in Instrumentation, Environmental Management, Atmospheric Science, Air Quality Management, Chemical Engineering, Chemistry or Electronics	

No.	Technical / Functional Criteria	Weights
	3.2.1 Experience of Ambient Air Quality Monitoring Specialist or Technician (10 points): ▪ 10 Points = Relevant experience of 5 years and above in ambient air quality monitoring ▪ 5 Points = Relevant experience of 3 - 4 years in ambient air quality monitoring ▪ 2 Points = Relevant experience of 1-2 years in ambient air quality monitoring ▪ 0 Points = No relevant experience or no submission 3.2.2 Academic Qualifications of Ambient Air Quality Monitoring Specialist or technician (10 points): ▪ 10 Points = Master's degree or higher in Instrumentation or Environmental Management or Atmospheric Science or Air Quality Management or Chemical Engineering or Chemistry or Electronics ▪ 5 Points = Bachelor's Degree or Honours in Instrumentation or Environmental Management or Atmospheric Science or Air Quality Management or Chemical Engineering or Chemistry or Electronics ▪ 2 Point = National Certificate or Diploma in Instrumentation or Environmental Management or Atmospheric Science or Air Quality Management or Chemical Engineering or Chemistry or Electronics ▪ 0 Points = Irrelevant Qualification, No Qualification or No submission	
	TOTAL	100
	Achievement of a minimum of 70 points is required for bidders to be considered for the next evaluation phase.	

11.3 Phase 3: Price and Preferential Point Scoring System

11.3.1 80/20 Preference point system [(for acquisition of goods or services for a Rand value up to R50 million (all applicable taxes included)]

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

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

Where:

Ps = Points scored for price of bid under consideration

Ps = Points scored for price of bid under consideration
 Pt = Rand value of tender consideration
 Pmin = Rand value of lowest acceptable tender

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

11.3.2 Preferential Points for Specific Contract Participation Goals:

NO.	PREFERENTIAL GOALS	POINTS	MEANS OF VERIFICATION
HDI'S			
1	Black People	6	CSD report and/or copy of company CIPC registration certificate
2	Women	4	CSD report
3	Persons with Disability	2	Original or Certified Copy of certificate/confirmation of Disability Status
SPECIFIC GOALS			
1	Youth	3	CSD report
2	Micro, Small and Medium Enterprises (MSMEs)	2	Certified copy of valid UIF registration providing number of company's employees.
3	Cooperatives	1	CSD report and/or copy of company CIPC registration certificate
4	Enterprises located in Limpopo Province	2	Recent Municipal account or Local Authority Letter for confirmation of Local Address (<i>not older than 3 months</i>) or Lease Agreement
TOTAL		20	

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

11.3.4 Non-submission of the documentary proof will lead to a zero (0) points on specific/preference goals.

11.3.5 Points will be allocated based on the percentage of ownership per goal.

11.3.6 Bidders are required furnish documentary proof to the satisfaction of the Department that the claims for preferential goals are correct.

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

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution, if deemed necessary

11.4 Definitions

“Historically Disadvantaged Individuals” means a South African citizen –

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

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

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

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

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

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

“**Micro, Small, or Medium Enterprises (MSMEs)**” bears the same meaning assigned to this expression in the National Small Enterprise Amendment Act 21 of 2024

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

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

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

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

“Cooperatives” means a co-operative registered in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005).

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

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

11. BID AWARD AND CONTRACT CONDITIONS

- 12.1 Any proposal submitted by a consortium or joint venture of two or more firms must be accompanied by the consortium formation document or joint venture agreement, stating the name of the joint venture. Each member of the consortia and joint venture will be held jointly and severally liable for the performance of the consortium or joint venture.
- 12.2 Foreign firms providing proposals must be familiar with local conditions and laws and consider them in preparing their proposals.
- 12.3 Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 12.4 LEDET reserves the right to award the bid in whole, partially or not to award at all.
- 12.5 The department reserves the right to award the bid to a bidder who did not score the highest points.
- 12.6 LEDET may, prior to the awarding of an application, cancel or abandon the process:
 - a) Due to changed circumstance, there is no longer a need for the services tendered for;
 - b) If funds are no longer available to cover the total envisaged expenditure;
 - c) If no acceptable tenders are received;
 - d) If there is a material irregularity in the tender process

- 12.7 No bid may be awarded to any bidder whose tax matters have not been declared by SARS to be in order(i.e. tax compliance), or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 12.8 The department reserves the right to communicate with the shortlisted bidders as and when necessary.
- 12.9 The contract period will be from the commencement date of the contract.
- 12.10 The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.
- 12.11 The department reserves the right to award the bid to one or more service providers, wholly or in part or not to award.
- 12.12 The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- 12.13 The contract shall be concluded between LEDET and the successful service provider(s).
- 12.14 The contract period will be in terms of the acceptance letter.
- 12.15 Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin, Department's website and National Treasury e-Tender Portal.
- 12.16 Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).
- 12.17 Only those bidders who have the necessary experience and skills are eligible to submit bids.
- 12.18 The Department will check with National Treasury's database prior to awarding to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector.
- 12.19 The bidder or any of its directors has not:
- a) Listed on the register of bid defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the state.
 - b) Abused the employers supply chain management system
 - c) Failed to perform on any previous contract and has been given a written notice in this effect.
 - d) All information and details must be legible/ readable.

- 12.20 If the bidder fails to fulfil the contract when called upon to do so, the Department may, without prejudice to its other rights, withdraw or cancel the contract that may have been entered into between the bidder and the Department.
- 12.21 Each communication between the Department and a Bidder shall be to or from the Department only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Department shall not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the Department are stated.
- 12.22 Accept that the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid offer, including the costs to demonstrate that aspects of the offer satisfy requirements.
- 12.23 The Department may accept or reject any variation, deviation, bid offer or alternative Bid offer, and may cancel the Bid process and reject all Bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.
- 12.24 The provisions of the general conditions of contract will be applicable to this bid.

12. CONTRACT MANAGEMENT

The Project Manager (LEDET) will monitor the implementation of part 5 (above) and adjudicate over reports and see if they meet the required standards and provide direction at any required time. The successful Bidder will be expected to appoint/nominate a Project Manager (contracted Service Provider). The Project Manager (contracted Service Provider) shall take responsibility for service delivery and will be the contact person between LEDET and the company.

13. PRICES

- a) All services pricing should be inclusive of all taxes and payment shall be made in South African Rand;
- b) The total amount should be carried out on **Annexure 1**.

14. NEGOTIATIONS

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

15. BRIEFING SESSION

There will be no briefing session for this RFQ.

16. ADDRESS AND DEADLINE FOR SUBMISSION OF RFQ RESPONSES

Bid response documents may be deposited in the **Quotation Box (Blue Box)** situated at 19 biccard street, Polokwane on or before **12 June 2025 by 11H00**

17. PAYMENT TERMS

Payments shall be done in accordance with the Public Finance Management Act, treasury regulations and all other related and applicable acts. LEDET undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work submitted by the Service Provider/s.

18. COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS

LEDET will be entitled to all copyright, patent and other proprietary rights and trademarks with regards to the products, information, documents and other materials which bear a direct relation to or are produced or prepared or collected in the course of the execution of the project.

19. CONFIDENTIALITY

- a) Bids submitted will not be revealed to any other Bidders and will be treated as contractually binding
- b) All information pertaining to LEDET obtained by the Bidder as a result of participation in this Request for Bid is confidential and must not be disclosed without written authorization from LEDET; and
- c) The successful Bidder will be expected to sign a service level agreement with the LEDET.

20. VALIDITY PERIOD

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

21. CONTRACT DURATION

The contract arising from this RFQ shall be valid for a period of twelve (12) months.

22. TECHNICAL ENQUIRIES

Should you require any further information in this regard, please do not hesitate to contact:

Mrs. Thivhafuni PO

Deputy Director: Environmental Quality Management

Tel: (015) 293 7022

Cell: 079 499 4428

Email: ThivhafuniPO@ledet.gov.za

ANNEXURE: 1

Pricing Schedule

DESCRIPTION	TOTAL PRICE (VAT INCLUSIVE)
Supply, Deliver, Install, Calibrate and Commission a Particulate Matter (PM1, PM2.5 and PM10) Analyser and to Conduct SANAS Accredited Calibrations of Instruments	

ANNEXURE: 2

Bidder's Disclosure – SBD 4

ANNEXURE: 3

Preference Point Claim Form – SBD 6.1

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALL, CALIBRATE AND COMMISSION A PARTICULATE MATTER (PM1, PM2.5 AND PM10) ANALYSER AND TO CONDUCT SANAS ACCREDITED CALIBRATIONS OF INSTRUMENTS FOR MOPANI AMBIENT AIR QUALITY MONITORING STATION LOCATED IN TZANEEN, MOPANI DISTRICT MUNICIPALITY

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

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

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

SBD4

Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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:

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

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:

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
PREFERENTIAL GOALS			
HDI'S			
1	Black People	4	
2	Women	3	
3	Persons with Disability	2	
SPECIFIC GOALS			
1	Youth	2	
2	Small, Medium and Micro Enterprises (SMMEs)	2	
3	Co-operatives	2	
4	Enterprise Located in Limpopo Province	3	
5	Military Veterans	2	
	TOTAL	20	

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

	PREFERENTIAL GOALS	MEANS OF VERIFICATION
	HDI'S	
1	Black People	CSD report or certified copy of company CIPC registration certificate

2	Women	CSD report or certified copy of company CIPC registration certificate
3	Persons with Disability	Original or certified copy of certificate/confirmation of Disability Status
	SPECIFIC GOALS	
1	Youth	CSD report or certified copy of company CIPC registration certificate
2	Small, Medium and Micro Enterprises (SMMEs)	Certified copy of valid UIF registration, providing number of company's employees
3	Co-operatives	CSD report or certified copy of company CIPC registration certificate
4	Enterprise Located in Limpopo Province	Recent Municipal account or Local Authority Letter for confirmation of Local Address (not older than 3 months) or Lease Agreement not less than six (6) months
5	Military Veterans	Certified copy of Military Veteran certificate issued by the Department of Military Veterans (DMV)

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

.....
Date

.....
Position

.....
Name of bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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-

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

16. Payment

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

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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