

BID ADVERTISEMENT FORM

| | | | | |
|--|--|---|------|----------|
| Bid description | Supply, Installation and Commissioning Of 3 Low-Cost Air Quality Monitoring sensors for the Districts of Namakwa, Pixley ka Seme and John Taolo Gaetsewe. | | | |
| Bid number | NC/DALQ/2081 | | | |
| Local Content | <p>This bid is advertised in terms of the National Treasury Designated Sectors Instruction Number 15 of 2016/2017.</p> <p>Invitation and Evaluation of bids based on a stipulated minimum threshold of conversion processes for local production and content for steel products and components for construction.</p> <p>Local Content Thresholds</p> <p>Steel :100%</p> <p>Cement :100%</p> <p>Laminated PV module:15%</p> <p style="padding-left: 40px;">Modular frame: 90%</p> <p>DC combiner boxes: 65%</p> | | | |
| Name of institution | Department of Agriculture, Environmental Affairs, Rural Development and Land Reform | | | |
| The place where goods, works, or services are required | 3 Districts in the Northern Cape- Namakwa, Pixley ka Seme and John Taolo Gaetsewe | | | |
| Closing date and time | Date | [09 December 2022 | Time | 11:00 AM |
| Contact details | Postal address | Department of Agriculture Private Bag X5018 Kimberley 8300 Attention: Ms A Montse | | |
| | Physical address | Department of Agriculture 162 George Street Kimberley 8300 Attention: Ms A Montse | | |
| | Tel. no. | 060 989 8432 | | |
| | E-mail address | amontse@ncpg.gov.za | | |
| | Contact person | AD Khakhane 079 525 3853 | | |
| | Email Address | Error! Reference source not found. | | |
| Where bids can be collected | 162 George Street, Kimberley 8300 | | | |
| Where bids should be delivered | 162 George Street, Kimberley 8300 | | | |
| Category (refer to annexure A) | N/A | | | |
| Sector | Other | | | |
| Region | Northern Cape Region whereby 3 Districts have been identified Namakwa, Pixley ka Seme and John Taolo Gaetsewe]] | | | |
| Compulsory briefing session/site visit | Date | | | |
| | Time | | | |
| | Venue | | | |



agriculture, environmental affairs, rural development and land reform

Department:
agriculture, environmental affairs,
rural development and land reform .
NORTHERN CAPE PROVINCE
REPUBLIC OF SOUTH AFRICA

FORMAL PRICE QUOTATION UP TO R1 000 000-00 Local Content Document

NB: Use ink, preferably black, to fill in the information applicable to the specific required price quotation

| | | | |
|------------------------------|---|-------------------------------------|--------------|
| PRICE QUOTATION NO: | NC/DALQ/2081 | VALIDITY: | 60 DAYS |
| CLOSING DATE: | [09 December 2022 | CLOSING TIME: | 11:00 AM |
| CONTACT PERSON: | AD Khakhane | Error! Reference source not found.: | 079 525 3853 |
| PROJECT DISCRIPTION : | Supply, Installation and Commissioning Of 3 Low-Cost Air Quality Monitoring sensors for the Districts of Namakwa, Pixley ka Seme and John Taolo Gaetsewe. | | |
| PROJECT: | Air Quality Monitoring Project | FUND: | Voted |



Description: Supply, Installation and Commissioning Of 3 Low-Cost Air Quality Monitoring sensors for the Districts of Namakwa, Pixley ka Seme and John Taolo Gaetsewe.



Qoutation No.: NC/DALQ/2081

| ITEM | QTY | DESCRIPTION | PRICE IN RAND CURRENCY INCLUSIVE OF VAT |
|------|---|---|---|
| 1 | See provisional Pricing Schedule | Supply, Installation and Commissioning Of 3 Low-Cost Air Quality Monitoring sensors for the Districts of Namakwa, Pixley ka Seme and John Taolo Gaetsewe. | R |

Trade mark and model:

Country of origin:

Points claimed:

B-BBEE status level verification certificate appended?

| | | |
|-----|----|----|
| YES | OR | NO |
|-----|----|----|

***NB: TICK APPLICABLE BLOCK**

ISSUING AGENCY

- Delivery basis:

(i) Is the delivery period firm? ***YES / NO**

(ii) Period required for delivery after receipt of order.....

- Is the price (inclusive of VAT) firm? ***YES / NO**

- Discount offered (conditional/unconditional):

- Is offer strictly to specification/terms of reference, if attached? ***YES / NO**

If not to specification/terms of reference, state deviation(s)

(1) Name of taxpayer/tenderer:

(2) Identification Document number:

| | | | | | | | | | | | | | | | | | | | |
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(3) Trade name:

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Company/Close Corporation registration number:

(5) Income tax reference number:

| | | | | | | | | | | | | | | | | | | | |
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(Original of Income Tax Clearance Certificate to be attached)

(6) VAT registration number (if applicable):

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(7) PAYE employer's registration number (if applicable)

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Description: Supply, Installation and Commissioning Of 3 Low-Cost Air Quality Monitoring sensors for the Districts of Namakwa, Pixley ka Seme and John Taolo Gaetsewe.



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Bank Details (if applicable):

Bank Name:

Bank Branch Code:

| | | | | | |
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| | | | | | |
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Account Holder:

Bank Account number:

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Bank account type:

Contact person:

Signature: Name in print:

Telephone No.: Code: No.

Fax No.: Code: No.

E-mail address:

Address:

.....
..... Postal code:

| | | | | |
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SIGNATURE

SURNAME & INITIALS

DATE

REMINDER: PLEASE TAKE NOTE

IT CAME TO THE ATTENTION OF THE DEPARTMENT THAT PREVENTABLE MISTAKES OCCUR IN THE COMPLETION OF YOUR BID DOCUMENTS. THIS LEADS TO YOUR BIDS BEING INVALIDATED AND/OR DISQUALIFIED AND LOSING BBB-EE POINTS.

THE MOST COMMON MISTAKES ARE THE FOLLOWING:

1. COPY OF ID & COMPANY REGISTRATION (CERTIFIED)
2. NON INCLUSION OF ORIGINAL TAX CLEARANCE/SARS PIN
3. THE USE OF CORRECTIONAL FLUID/TAPE
4. THE INCLUSION OF AN UNCERTIFIED COPY OF A SANAS ACREDIDATE BBB-EE CERTIFICATE/ A COPY OF A SWORN BBB-EE AFFIDAVIT
5. THE OMISSION OF A FINAL BID PRICE
6. THE OMISSION OF THE DELIVERY PERIOD
7. PLEASE DOUBLE CHECK YOUR CALCULATIONS AS MISCALCULATIONS LEADS TO UNNECESSARY DELAYS AND MAY ALSO LEAD TO INVALIDATION
8. FAILURE TO SIGN ANY FORM WHERE YOUR SIGNATURE IS REQUIRED, WILL LEAD TO DISQUALIFICATION
9. FAILING TO INCLUDE CSD REGISTRATION OR UNIQUE SUPPLIER NUMBER

THE PRICE QUOTATION BOX IS SITUATED AT TEMOTHUO HOUSE, 162 GEORGE STREET, KIMBERLEY AT THE MAIN ENTRANCE TO THE DEPARTMENT (NOT THE STREET ENTRANCE). PLEASE ENSURE THAT YOUR BIDS ARE DEPOSITED IN THIS BOX BEFORE THE OFFICIAL CLOSING TIME AND DATE OF THE BID.

TAX CLERANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1) In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/ individuals who wish to submit bids.
- 2) SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period 1 (one) year from the date of approval.
- 3) The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable. Note: For tenders (bids) a Tax Clearance Certificate for tender is required. For quotations a Tax Clearance Certificate for good standing is required.
- 4) In bids where Consortia/ Joint Ventures/ Sub- contractors are involved, each party must submit a separate Tax Clearance Certificate/Sars Pin
- 5) Copies of the TCC 001 "Application for Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6) Application for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as efilers through the website www.sars.gov.za

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

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2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors I trustees I shareholders I members I 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.

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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.

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- 3.4.2** The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5** There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6** I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

NCP6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- a. the 80/20 system for requirements with a Rand value of up to **R50 000 000** (all applicable taxes included); and
 - b. the 90/10 system for requirements with a Rand value above **R50 000 000** (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed **R50 000 000** (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable
- 1.3 Points for this bid shall be awarded for:
- a) Price; and
 - b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE-Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- ## 2. DEFINITIONS
- a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
 - b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
 - c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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- d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- g) **“prices”** includes all applicable taxes less all unconditional discounts;
- h) **“proof of B-BBEE status level of contributor” means:**
 1. B-BBEE Status level certificate issued by an authorized body or person;
 2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 3. Any other requirement prescribed in terms of the B-BBEE Act;
- i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 IN TERMS OF REGULATION 6 (2) AND 7 (2) OF THE PREFERENTIAL PROCUREMENT REGULATIONS, PREFERENCE POINTS MUST BE AWARDED TO A BIDDER FOR ATTAINING THE B-BBEE STATUS LEVEL OF CONTRIBUTION IN ACCORDANCE WITH THE TABLE BELOW:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

5. BID DECLARATION

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5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

7.1.1 If yes, indicate:

1. What percentage of the contract will be subcontracted.....%
2. The name of the sub-contractor.....
3. The B-BBEE status level of the sub-contractor.....
4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

| Designated Group: An EME or QSE which is at least 51% owned by: | EME | QSE |
|---|-----|-----|
| | √ | √ |
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

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8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:
Registered Account Number:
Stand Number:

8.8 Total number of years the company/firm has been in business:

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (a) The information furnished is true and correct;
- (b) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- (c) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (d) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - disqualify the person from the bidding process;
 - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 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;
 - recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

.....

.....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
 - 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where:

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

| Description of services, works or goods | Stipulated minimum threshold |
|---|------------------------------|
|---|------------------------------|

| | |
|-------------------------|--|
| Steel :100% | |
| Cement :100% | |
| Laminated PV module:15% | |
| Modular frame: 90% | |
| DC combiner boxes: 65% | |

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

- 4 Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



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LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Steel – 100%

| | |
|--|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

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Add additional above local content table if needed

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____



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SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

| | |
|------|---------------------------|
| (C1) | Tender No. |
| (C2) | Tender description: |
| (C3) | Designated product(s) |
| (C4) | Tender Authority: |
| (C5) | Tendering Entity name: |
| (C6) | Tender Exchange Rate: |
| (C7) | Specified local content % |

| | EU | GBP |
|------|-----|-----|
| 1990 | 100 | 100 |
| 1991 | 100 | 100 |
| 1992 | 100 | 100 |
| 1993 | 100 | 100 |
| 1994 | 100 | 100 |
| 1995 | 100 | 100 |
| 1996 | 100 | 100 |
| 1997 | 100 | 100 |
| 1998 | 100 | 100 |
| 1999 | 100 | 100 |
| 2000 | 100 | 100 |
| 2001 | 100 | 100 |
| 2002 | 100 | 100 |
| 2003 | 100 | 100 |
| 2004 | 100 | 100 |
| 2005 | 100 | 100 |
| 2006 | 100 | 100 |
| 2007 | 100 | 100 |
| 2008 | 100 | 100 |
| 2009 | 100 | 100 |
| 2010 | 100 | 100 |
| 2011 | 100 | 100 |
| 2012 | 100 | 100 |
| 2013 | 100 | 100 |
| 2014 | 100 | 100 |
| 2015 | 100 | 100 |
| 2016 | 100 | 100 |
| 2017 | 100 | 100 |
| 2018 | 100 | 100 |
| 2019 | 100 | 100 |
| 2020 | 100 | 100 |
| 2021 | 100 | 100 |
| 2022 | 100 | 100 |
| 2023 | 100 | 100 |
| 2024 | 100 | 100 |
| 2025 | 100 | 100 |
| 2026 | 100 | 100 |
| 2027 | 100 | 100 |
| 2028 | 100 | 100 |
| 2029 | 100 | 100 |
| 2030 | 100 | 100 |
| 2031 | 100 | 100 |
| 2032 | 100 | 100 |
| 2033 | 100 | 100 |
| 2034 | 100 | 100 |
| 2035 | 100 | 100 |
| 2036 | 100 | 100 |
| 2037 | 100 | 100 |
| 2038 | 100 | 100 |
| 2039 | 100 | 100 |
| 2040 | 100 | 100 |
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| 2042 | 100 | 100 |
| 2043 | 100 | 100 |
| 2044 | 100 | 100 |
| 2045 | 100 | 100 |
| 2046 | 100 | 100 |
| 2047 | 100 | 100 |
| 2048 | 100 | 100 |
| 2049 | 100 | 100 |
| 2050 | 100 | 100 |

[illegible]

Signature of tenderer from Annex B

Date:

Description: Supply, Installation and Commissioning Of 3 Low-Cost Air Quality Monitoring sensors for the Districts of Namakwa, Pixley ka Seme and John Taolo Gaetsewe.



Qoutation No.: NC/DALQ/2081



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SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

| Tender No. | Tender description | Designated person | Tender Authority | Tendering Entity | Tender Exchange | Specified location |
|------------|--------------------|-------------------|------------------|------------------|-----------------|--------------------|
| (C1) | | | | | | |
| (C2) | | | | | | |
| (C3) | | | | | | |
| (C4) | | | | | | |
| (C5) | | | | | | |
| (C6) | | | | | | |
| (C7) | | | | | | |

| | Pula | EU | GBP |
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| Specified local content % | | Calculation of local content | | | | | | Tender summary | | | |
|---|---------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|----------------|--------------------|---------------------------------|------------------------|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted Imported content | Total imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
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| (C20) Total tender value | | | | | | | | | R 0 | | |
| (C21) Total Exempt Imported content | | | | | | | | | R 0 | | |
| (C22) Total Tender value net of exempt imported content | | | | | | | | | R 0 | | |
| (C23) Total Imported content | | | | | | | | | | | R 0 |
| (C24) Total local content | | | | | | | | | | | R 0 |
| (C25) Average local content % of tender | | | | | | | | | | | |

Signature of tenderer from Annex B

Signature of tenderer from Annex 8

Date: _____



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Qoutation No.: NC/DALQ/2081

SATs 1286.2011

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

| | |
|------|---------------------------|
| (C1) | Tender No. |
| (C2) | Tender description: |
| (C3) | Designated product(s) |
| (C4) | Tender Authority: |
| (C5) | Tendering Entity name: |
| (C6) | Tender Exchange Rate: |
| (C7) | Specified local content % |

EU GBP

25

GBP

| Tender summary | | | | | | | | | | | |
|---|---------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|----------------|--------------------|---------------------------------|------------------------|
| Calculation of local content | | | | | | | | Tender summary | | | |
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
| | | | | | | | | | | | |
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| (C20) Total tender value | | | | | | | | | | | |
| (C21) Total Exempt Imported content | | | | | | | | | | R O | |
| (C22) Total Tender value net of exempt Imported content | | | | | | | | | | R O | |
| (C23) Total Imported content | | | | | | | | | | | R O |
| (C24) Total local content | | | | | | | | | | | R O |
| (C25) Average local content % of tender | | | | | | | | | | | |

Signature of tenderer from Annex B

Signature of tenderer from Annex B

Date: _____



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Qoutation No.: NC/DALQ/2081

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

| | |
|------|---------------------------|
| (C1) | Tender No. |
| (C2) | Tender description: |
| (C3) | Designated product(s) |
| (C4) | Tender Authority: |
| (C5) | Tendering Entity name: |
| (C6) | Tender Exchange Rate: |
| (C7) | Specified local content % |

| | EUR | GBP |
|---------|---------|---------|
| 1000000 | 1000000 | 1000000 |
| 100000 | 100000 | 100000 |
| 10000 | 10000 | 10000 |
| 1000 | 1000 | 1000 |
| 100 | 100 | 100 |
| 10 | 10 | 10 |
| 1 | 1 | 1 |

| Specified local content % | | Calculation of local content | | | | | | | Tender summary | | | |
|---------------------------|---------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|---|--------------------|---------------------------------|------------------------|--|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total imported content | |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) | |
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| | | | | | | | | | | | | |
| | | | | | | | | (C20) Total tender value | R 0 | | | |
| | | | | | | | | (C21) Total Exempt imported content | R 0 | | | |
| | | | | | | | | (C22) Total Tender value net of exempt Imported content | R 0 | | | |
| | | | | | | | | (C23) Total Imported content | R 0 | | | |
| | | | | | | | | (C24) Total local content | R 0 | | | |
| | | | | | | | | (C25) Average local content % of tender | | | | |

Signature of tenderer from Annex B

Signature of tenderer from Annex B

Date: _____



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Department:
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rural development and land reform
NORTHERN CAPE PROVINCE
REPUBLIC OF SOUTH AFRICA

Qoutation No.: NC/DALQ/2081

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

| | |
|----------------------------------|------|
| Tender No. | (C1) |
| Tender description: | (C2) |
| Designated product(s) | (C3) |
| Tender Authority: | (C4) |
| Tendering Entity name: | (C5) |
| Tender Exchange rate: | (C6) |
| Specified local content % | (C7) |

| Country | EU | GBP |
|---------|----|-----|
| Italy | | |
| Spain | | |
| France | | |
| Germany | | |
| UK | | |

NE

GBP

| Specified local content % | | Calculation of local content | | | | | | Tender summary | | | |
|---|---------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|----------------|--------------------|---------------------------------|------------------------|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted Imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
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| (C20) Total tender value | | | | | | | | | R 0 | | |
| (C21) Total Exempt imported content | | | | | | | | | | R 0 | |
| (C22) Total Tender value net of exempt imported content | | | | | | | | | | R 0 | |
| (C23) Total Imported content | | | | | | | | | | | R 0 |
| (C24) Total local content | | | | | | | | | | | R 0 |
| (C25) Average local content % of tender | | | | | | | | | | | |

Signature of tenderer from Annex B

Signature of tenderer from Annex B

Date: _____



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SATs 1286.2011

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

| Tender No. | Tender description | Designated | Tender Authority | Tendering Eligibility | Tender Exchange | Specified location |
|------------|--------------------|------------|------------------|-----------------------|-----------------|--------------------|
| (C1) | | | | | | |
| (C2) | | | | | | |
| (C3) | | | | | | |
| (C4) | | | | | | |
| (C5) | | | | | | |
| (C6) | | | | | | |
| (C7) | | | | | | |

| | pula | € | GBP |
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| Specified local content % | | Calculation of local content | | | | | | Tender summary | | | |
|---------------------------|---------------|---|-------------------------|---|----------------|-------------|----------------------------|----------------|---|---------------------------------|------------------------|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted Imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total imported content |
| | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
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| | | (C20) Total tender value | | | | | | | R O | R O | |
| | | (C21) Total Exempt imported content | | | | | | | R O | | |
| | | (C22) Total Tender value net of exempt imported content | | | | | | | (C23) Total Imported content | | |
| | | | | | | | | | (C24) Total local content | | |
| | | | | | | | | | (C25) Average local content % of tender | | |

Signature of tenderer from Annex B

Signature of tenderer from Annex B

Date:



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rural development and land reform

Department:
agriculture, environmental affairs,
rural development and land reform ..
NORTHERN CAPE PROVINCE
REPUBLIC OF SOUTH AFRICA

Qoutation No.: NC/DALQ/2081

SATs 1286.2011

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

| | |
|------|----------------------------------|
| (C1) | Tender No. |
| (C2) | Tender description: |
| (C3) | Designated product(s) |
| (C4) | Tender Authority: |
| (C5) | Tendering Entity name: |
| (C6) | Tender Exchange Rate: |
| (C7) | Specified local content % |

_____ 13 _____ GBP

10

GBP

[illegible]

Signature of tenderer from Annex B

Date: _____



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NORTHERN CAPE PROVINCE
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SAT 1286.2011

Imported Content Declaration - Supporting Schedule to Annex C

| | | |
|------|------------------------|------|
| (D1) | Tender No. | |
| (D2) | Tender description: | |
| (D3) | Designated Products: | |
| (D4) | Tender Authority: | |
| (D5) | Tendering Entity name: | |
| (D6) | Tender Exchange Rate: | Pula |

| | | | |
|-----|--------|-----|---------|
| EUR | R 9.00 | GBP | R 12.00 |
|-----|--------|-----|---------|

Calculation of imported content

[illegible]

| | |
|-----------------------------------|-----|
| (019) Total exempt imported value | R 0 |
|-----------------------------------|-----|

This total must correspond with
Annex C - C 21

Calculation of imported content

[illegible]

| | |
|---|---|
| (D3.2) Total imported value by tenderer | R |
|---|---|

Calculation of imported content

[illegible]

| | |
|---|---|
| (D45) Total imported value by 3rd party | R |
|---|---|

Calculation of foreign currency payments

[illegible]

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

signature of tenderer from Annex B

(D54) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Date: _____

This total must correspond with
Annex C - C23



agriculture, environmental affairs,
rural development and land reform

Department:
agriculture, environmental affairs,
rural development and land reform
NORTHERN CAPE PROVINCE
REPUBLIC OF SOUTH AFRICA

SATS 1286.2011

Local Content Declaration - Supporting Schedule to Annex C

| | | |
|------|------------------------|--|
| (E1) | Tender No. | |
| (E2) | Tender description: | |
| (E3) | Designated products: | |
| (E4) | Tender Authority: | |
| (E5) | Tendering Entity name: | |

Note: VAT to be excluded from all calculations

| Local Products (Goods, Services and Works) | Description of Items purchased | Local suppliers | Value |
|---|--------------------------------|-----------------|-------|
| | (E6) | (E7) | (E8) |
| | | | |
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| | | | |
| | | | |
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| | | | |
| (E9) Total local products (Goods, Services and Works) | | | |

| | |
|---|-----|
| (E9) Total local products (Goods, Services and Works) | R 0 |
|---|-----|

(E10) **Manpower costs** (Tenderer's manpower cost)

RO

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

RO

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

R 0

| | |
|---------------------------|----|
| (E13) Total local content | RO |
|---------------------------|----|

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
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.

Description: Supply, Installation and Commissioning Of 3 Low-Cost Air Quality Monitoring sensors for the Districts of Namakwa, Pixley ka Seme and John Taolo Gaetsewe.



Qoutation No.: NC/DALQ/2081

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted

to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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

2. Application

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

3. General

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

4. Standards

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

5 Use of contract documents and information ; inspection.

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

- | | |
|---|---|
| 6. Patent rights | 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. |
| 7. Performance security | <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (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 <p>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.</p> |
| 8. Inspections, tests and analyses | <p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

Qoutation No.: NC/DALQ/2081

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.

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- 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

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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 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:

Qoutation No.: NC/DALQ/2081

- the name and address of the supplier and / or person restricted by the purchaser;
- the date of commencement of the restriction
- the period of restriction; and
- 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.

1. 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

Qoutation No.: NC/DALQ/2081

the parties shall also be written in English.

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| 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 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 | <p>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.</p> <p>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.</p> <p>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.</p> |
| 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 | <p>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).</p> <p>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.</p> <p>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.</p> |

Description: Supply, Installation and Commissioning Of 3 Low-Cost Air Quality Monitoring sensors for the Districts of Namakwa, Pixley ka Seme and John Taolo Gaetsewe.



Qoutation No.: NC/DALQ/2081

SPECIAL CONDITIONS

PROJECT DESCRIPTION: Supply, Installation and Commissioning Of 3 Low-Cost Air Quality Monitoring sensors for the Districts of Namakwa, Pixley ka Seme and John Taolo Gaetsewe.

BID NUMBER: NC/DALQ/2081

PROJECT LEADER: AD Khakhane

TELEPHONE NUMBER: 079 525 3853

1 LEGISLATION AND REGULATORY FRAMEWORK

- 1.1 This bid and all contracts emanating there from will be subject to the general conditions of contract issued in accordance with Treasury Regulation 16A published in terms of Public Finance Management Act (PFMA), 1999 (Act 1 of 1999). The special conditions of contract are supplementary to that of the general conditions of contract. Where, however, the special conditions of contract are in conflict with General Conditions of Contract (GCC), the special conditions of contract prevail.

2 EVALUATION CRITERIA

- 2.1 In terms of regulation 6 of the Preferential Procurement Regulations 2011 pertaining to the Preferential Procurement Policy Framework Policy Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the department on the 80/20 preference point system in terms of which points are awarded to bidders on the basis of:
- **The bid price (maximum of 80 points)**
 - **B-BBEE status level of contributor (maximum 20 points)**
- 2.2 A maximum of **20** points may be allocated to a bidder for attaining its B-BBEE status level of contributor in accordance with the table below:

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

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- 2.3 Bidders are required to complete the preference claim form (NCP 6.1), and submit their original and valid B-BBEE status level verification certificate/sworn affidavit or a certified copy thereof in order to claim the B-BBEE status level points.
- 2.4 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 2.5 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60 (4) of the Close Corporation Act, 1984 (Act no 69 of 1984) or an accredited verification agency will be considered for preference points.
- 2.6 The total points scored will be rounded off to the nearest 2 decimals.
- 2.8 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- 2.9 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- 2.10 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number in points.
- 2.11 A bidder must not be awarded points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contracting more than **25%** of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 2.12 The Department may, before the bid is adjudicated or at any time require a bidder to substantiate claims it has made with regard to preference.

3 SCOPE OF WORKS

3.1 To achieve the overall project objective of assisting the department with the supply, installation, commissioning, maintenance, repairs, technical support and train. The escalation of 3 low cost sensors for a period of 5 Years. All sensors must include data transfer systems for real-time data to SAAQIS upon installation, and for the duration of the project.

4 TAX CLEARANCE CERTIFICATE

- 4.1 An original and valid tax clearance certificate/SARS pin issued by the South African Revenue Services (SARS) certifying that the taxes of the bidder are in order must be submitted at the closing date and time, where consortium/joint venture/sub-contractor are involved each party to the association must submit a separate valid original tax clearance certificate.
- 4.2 Failure to submit the original and valid tax clearance certificate/ SARS pin will result in the invalidation of the bid.
- 4.3 Copies and/or certified copies of the tax clearance certificate will not be acceptable.
- 4.4 CSD REGISTRATION - Bidders must attach their proof of registration on the National Central Supplier database at the time of applicant or submission of a bid.

Description: Supply, Installation and Commissioning Of 3 Low-Cost Air Quality Monitoring sensors for the Districts of Namakwa, Pixley ka Seme and John Taolo Gaetsewe.



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5 VALUE ADDED TAX

- 5.1 All bid prices must be inclusive of 15% value-added tax for all VAT vendors.
- 5.2 Failure to comply with this condition will invalidate the bid.

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6 SUBMISSION OF BIDS

- 6.1 Bidders must submit the bid in hard copy format (paper document) to the department on or before **09 December 2022 at 11:00 AM**. The hard copy of the bid response will serve as the legal bid document and must be signed in ink. The bid must be delivered to:

DEPARTMENT OF AGRICULTURE, ENVIRONMENTAL AFFAIRS, RURAL DEVELOPMENT AND LAND REFORM

**Temothuo House
162 George street
Kimberley
8300**

- 6.2 Each bid should be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly endorsed.

7 LATE BIDS

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

8 CONTRACT PERIOD

- 8.1 The delivery period of this bid is **30 days** after receipt of an order.

9 COUNTER CONDITIONS

- 9.1 Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

10 FRONTING

- 10.1 The department supports the spirit of Broad Based Black Economic Empowerment (BBBEE) and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the constitution and in an honest, fair, equitable, transparent and legally compliant manner against this background the department condemns any form of fronting.
- 10.2 The Department, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the guidelines on complex structures and transactions and fronting, issued by the department of trade and industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of **14** days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (**10**) years, in addition to any other remedies the Department may have against the bidder/contractor concerned.

11 SUPPLIER DUE DILIGENCE

- 11.1 The Department reserves the right to conduct supplier due diligence prior to final award of the contract or at any time during the contract period. This may include site visits.

12 COMMUNICATION

- 12.1 Supply Chain Management (SCM) may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 12.2 Any communication to any government official or a person acting in an advisory capacity for the state in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.
- 12.3 All communication between the bidder and the Supply Chain Management (SCM) must be done in writing (on company's letterhead).

13 Local Content

- 13.1 Bidder must fully complete declaration for local production and content (NCP 6.2) together with local declaration: Summary schedule (Annexure C) duly signed
- 13.2 The Department reserves the right to request auditor's certificate confirming the authenticity of the declaration made in respect of local content.
- 13.3 Thresholds for this contract:

Steel :100%
Cement :100%
Laminated PV module:15%
Modular frame: 90%
DC combiner boxes: 65%

14 OTHER CONDITIONS

- 14.1 If one member of the company is employed by the state, it is a bidder's responsibility to provide the department with an approval documents from their employer's executing authority.
- 14.2 Recent (not older than 3 months) proof of company's address or confirmation from the municipality should be attached. Failure to submit proof of company's address may invalidate your bid.
- 14.3 Bidders must submit copies of identity documents of all directors or shareholders of the company with bid documents at the closing date and time of the bid and failure to do so the bid may not be considered.
- 14.4 The departmental project official/leader must be contacted 1 week prior to delivery.
- 14.5 The use of correction fluid or correction tape and scratching without initialling on bid documents will invalidate your bid.
- 14.6 All items listed on the departmental Pricing Schedule should be priced or billed for and the total bid price should be transferred to page 2. Inconsistency between the totals will invalidate your bid.
- 14.7 Amending the Pricing Schedule will invalidate the bid. Clarity can be sought from the project leader for any information regarding the bid to gain a clear understanding of the project before completion and submission of the bid.
- 14.8 The Department reserves the right not to award the tender or accept the lowest tender or any bid.

Description: Supply, Installation and Commissioning Of 3 Low-Cost Air Quality Monitoring sensors for the Districts of Namakwa, Pixley ka Seme and John Taolo Gaetsewe.



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14.9 The Department has a right to award the bid to more than one bidder if the need arises.

Description: Supply, Installation and Commissioning Of 3 Low-Cost Air Quality Monitoring sensors for the Districts of Namakwa, Pixley ka Seme and John Taolo Gaetsewe.



Qoutation No.: NC/DALQ/2081

- 14.10 The Northern Cape Provincial Supply Chain Management Procurement Policy Framework, approved in December 2018, States that the Provincial Departments must at least spend 60% of their procurement budget on Designated Groups within the province. The Department Reserves the right to award contracts based on the above mentioned framework policy
- 14.11 Latest proof of company registration from Companies Intellectual Property Commission (CIPC) must be submitted in the form of certified copies of the relevant registration.
- 14.12 In the case of a joint venture, all partners (members) must include their SARS certificates/SARS PIN, a joint venture BBBEE certificate and a joint venture agreement. Parties to a joint venture should complete the following documents separately:
- NCP 4
 - NCP 8
 - NCP 9
- 14.13 After the satisfactory delivery of services, payment will be made within 30 days after acceptance and receiving of a valid original tax invoice.
- 14.14 Supplier must give one week notice prior to deliver.
- 14.15 The site on which the goods will be delivered is at 3 Districts- Namakwa (Springbok), Pixley ka Seme (De Aar) and John Taolo Gaetsewe (Hotazel). Please contact D Khakhane (079 525 3853) directions
- 14.16 The costing of the maintenance and calibration of the low cost sensors will only be done for evaluation purposes and will not form part of the tender process. The price increase for maintenance and calibration will be based on the initial costing plus CPIX +1 for the second year, Initial costing plus CPIX + 2 for the third year, initial costing plus CPIX +3 for the fourth year and initial costing plus CPIX+4 for the fifth year.

15 PURCHASES ORDERS AND DELIVERIES

- 15.1 Delivery must take place only from 08:00 am to 15:00pm from Mondays to Fridays. No delivery during public holidays and over weekends will be accepted. Delivery of goods ordered shall take place within 30 days from the date of receipt of order.
- 15.2 The signing of the delivery note does not mean that the quality of product/service has been accepted, but serves merely as proof that the item has been delivered.

DECLARATION FOR BID DOCUMENT: NC/DALQ/2081

I, the undersigned (name, surname & designation)

.....
Hereby accept the conditions stated above.

.....
Signature

.....
Date

Specifications of Contract

SCOPE AND EXTENT OF WORK

To achieve the overall project objective of assisting the department with the supply, installation, commissioning, maintenance, repairs, technical support and training of 3 low-cost sensors, the service provider must deliver the following Outcomes A to C.

OUTCOME A: SUPPLY AND DELIVERY OF 3 LOW-COST SENSORS

1. The service provider must supply to the department 3 air quality monitoring low-cost sensors. The sensors should be of electrochemical (EC) types for the measurement of trace gases. The sensors must have the ability to measure and meet mandatory parameters and requirements as stipulated in Table 2. For all parameters monitored, evidence on how well the sensors perform in comparison to reference monitoring technologies (coefficient of determination, R2) must be based on independent published documentation. All such documentation must be included as part of the bid proposal. The ability for the sensors to measure additional pollutants will be an added advantage and ICASA registration.

Outcome A: Supply and delivery of 3 low-cost sensors – Success indicators.

| Description | Verifiable Indicator | Means of Verification |
|---|-----------------------------|--|
| OUTPUT A: Supply and delivery of 3 Low-cost Sensors | 3 low-cost sensors supplied | <ul style="list-style-type: none"> • 3 low-cost sensors delivered and registered in the department asset registry system. • The service provider shall submit weekly reports on the supply and delivery of equipment until all sensors are procured. |

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Table 5-2. Low Cost Sensor Minimum Monitoring Requirements.

| Parameter Monitored | Minimum Resolution of Measurement | Minimum Documented Coefficient of Determination (R ²) |
|--|--|---|
| SO ₂ | 5 minutes | 0.75 |
| O ₃ | 5 minutes | 0.75 |
| PM ₁₀ | 5 minutes | 0.60 |
| PM _{2.5} | 5 minutes | 0.60 |
| NO ₂ | 5 minutes | 0.75 |
| CO | 5 minutes | 0.75 |
| Ambient Pressure | 5 minutes | - |
| Ambient Temperature | 5 minutes | - |
| Ambient Relative Humidity | 5 minutes | - |
| Wind Speed and Wind Direction (optional) | 5 minutes | - |
| Data logging systems | All sensors must include data transfer systems for real-time data to SAAQIS upon installation, and for the duration of the project | |

OUTPUT B: INSTALLATION AND COMMISSIONING OF 3 LOW-COST SENSORS

1. The service provider must install the 3 low-cost sensors at locations identified. In order to do so, the service provider must possess the expertise and capacity to undertake installation and commissioning of the sensors across the province.
2. Once installed and commissioned, the service provider must calibrate the sensors and monitor the performance of each sensor for at least 30 days, undertake sensor performance analyses and provide a report to the department as part of the commissioning report.
3. Due to the nature of the outcome, travelling expenses by the service provider for the installation and commissioning of the sensors will be considered as a prime cost item to ensure fair competition in the bidding process. In addition, the ancillary expenditures incurred during installation such as power supply and cabling connections, sensor mountings, sampling equipment and data connection to SAAQIS will also be considered as prime cost items

Outcome B: Installation and commissioning of the low-cost sensors – Success indicators.

| Description | Verifiable Indicator | Means of Verification |
|-------------------------------|--|---|
| OUTPUT B: Installation and | Low-cost sensors installed at identified | Commissioning report confirming that the sensors are installed, calibrated, operating |

| | | |
|-------------------------------------|---------------------|--|
| commissioning of 3 Low-cost Sensors | monitoring stations | efficiently and reporting LIVE to SAAQIS |
|-------------------------------------|---------------------|--|

OUTPUT C: MAINTENANCE, REPAIRS AND TECHNICAL SUPPORT OF 3 LOW-COST SENSORS

1. Based on the manufacturer specifications, the service provider must include a technical support plan for as long as the sensors warranties stand as well as a sensor maintenance plan for the period of five years. Repair will be considered as and when the services are required by the department.
2. As part of the service level agreement, all sensors must be regularly calibrated to ensure data integrity. The service provider must establish a calibration program for the sensors, that will support the sensor data analyses for the five-year period. The program must consideration data correction principles due to the changes in meteorological conditions (such as relative humidity and ambient temperature) as well as changes in seasonal composition of atmospheric pollutants, especially particulate matter. The program must outline how these corrections will be carried out to ensure accurate data are reported to the public.
3. The department will be responsible for the management of data as well as reporting the state of air.

Outcome C: Maintenance, repairs and technical support of 3 low-cost sensors

| Description | Verifiable Indicator | Means of Verification |
|---|--|--|
| OUTPUT C: Maintenance, repairs and technical support of 3 low-cost sensors for a period of 5 years | Low-cost sensors maintained, repaired and calibration as and when the department need. | Low-cost sensor maintenance, repair and calibration reports for services requested by the department |

EXPECTED DELIVERABLES / OUTCOMES

- 4.The service provider must include a detailed proposal on how these deliverables and outcomes will be achieved:

| Expected Outcomes | Estimated Time frames for Deliverables | Reporting Requirements |
|-------------------|--|------------------------|
| | | |

Description: Supply, Installation and Commissioning Of 3 Low-Cost Air Quality Monitoring sensors for the Districts of Namakwa, Pixley ka Seme and John Taolo Gaetsewe.



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| | | |
|---|---|--|
| OUTPUT A: Supply and delivery of 3 Low-cost Sensor | Within three months of project inception | The service provider shall submit weekly reports on the supply and delivery of equipment until all sensors are procured |
| OUTPUT B: Installation and commissioning of 3 low-cost sensors | Within two months of receiving the sensors (one month for installation and one month for reporting) | The service provider shall submit weekly reports on the installation and commissioning of equipment until all sensors are effectively operational. |
| OUTPUT C: Maintenance, repairs and technical support of 3 low-cost sensors for a period of 5 year | Ongoing over the five year period | The service provider shall submit monthly reports on the maintenance, repairs and technical support provided to the department for the duration of the project |

PERIOD / DURATION OF PROJECT / ASSIGNMENT

1. Project will be for the duration of five years after the signing of the SLA by both parties and issuing of an official order.

Description: Supply, Installation and Commissioning Of 3 Low-Cost Air Quality Monitoring sensors for the Districts of Namakwa, Pixley ka Seme and John Taolo Gaetsewe.



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PRICING SCHEDULE

| ITEM NR | DESCRIPTION | UNIT | SCHEDULED QUANTITY | UNIT PRICE (EXCL VAT) | AMOUNT (EXCL VAT) |
|----------------------|---|------|--------------------|-----------------------|-------------------|
| 1 | PACHASING OF 3 LOW-COST AIR QUALITY MONITORS SENSORS | SUM | 3 | | |
| 2 | INSTALLATION | SUM | 3 | | |
| 3 | COMMISSIONING | SUM | 3 | | |
| 4 | MAINTENANCE | SUM | 3 | | |
| 5 | CALIBRATION AND REPAIRS | SUM | 3 | | |
| 6 | TECHNICAL SUPPORT FOR A PERIOD 5 YEARS | SUM | 3 | | |
| 7 | SOLAR POWER SYSTEM | SUM | 3 | | |
| 8 | TRANSPORTATION TO THE 3 DISTRICTS (NAMAKWA, PIXLEY KA SEME AND JOHN TAOLO GAETSEWE DISTRICTS) | SUM | 3 | | |
| 9 | SAAQIS REPORTING | SUM | 3 | | |
| 10 | TRAINING OF OFFICIALS | SUM | 4 | | |
| | | | | | |
| | | | | | |
| | | | | | |
| SUB TOTAL (EXCL VAT) | | | | | |
| VAT +15% | | | | | |
| TOTAL (INCLUDE VAT) | | | | | |

Description: Supply, Installation and Commissioning Of 3 Low-Cost Air Quality Monitoring sensors for the Districts of Namakwa, Pixley ka Seme and John Taolo Gaetsewe.



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SUMMARY

Add summary table here

Project Name: Air Quality Monitoring Project

Funding: Voted

For Employer:

| Specification Committee | Name | Signature | Rank | Office | Date |
|-------------------------|---------------|-----------|-----------|-----------|------------|
| Compiled: | Bryan Fisher | | Director | Kimberley | 23-11-2022 |
| Checked: | H. Taenane | | DD | Gauteng | 23/11/22 |
| Checked: | G. P. STEMMET | | EN6: Prop | UPT | 23/11/22 |
| Approved: | T. MONCHO | | DD | KIMBERLEY | 23/11/22 |

| Project Office | Name | Signature | Rank | Office | Date |
|----------------|------|-----------|------|--------|------|
| Checked: | | | | | |

For Contractor:

Signature(s)

Name(s)

Capacity

For the Tenderer

(Name and address or organisation)

Date



agriculture, environmental affairs,
rural development and land reform

Department
agriculture, environmental affairs,
rural development and land reform
NORTHERN CAPE PROVINCE
REPUBLIC OF SOUTH AFRICA