South African Weather Service

Bid Number: SAWS-473/26

Upgrade of the SA Agulhas II (SAAii) research vessel Meteorological Observation System inclusive of an Automatic Weather Station (AWS) and Upper Air Systems, interfaceable with marine type intrinsically safe sensors and Network Attached Storage (NAS) system and Software & Hardware data logging system.

Closing Date and Time: 19 January 2027 @ 11:00

Validity Period: 90 days from closing date of bid

COMPULSORY BRIEFING SESSION

NOTE: The compulsory briefing session will be held onboard the SA Agulhas II supply and research vessel on the date a time as indicated below. Access to the vessel will **ONLY** be granted to individuals in possession of a permit to board the vessel. Persons who will be attending the compulsory briefing session must apply for a permit by submitting their Full Names as printed on their identity document, their ID number and Cell Phone number to the South African Weather Service via email at Pebetsi.Madisha@weathersa.co.za **latest by Wednesday, 2 December 2026 at 11:00am**.

Permits will be handed out at the commencement of the briefing session prior to boarding. Proof of Identity (ID) may be requested.

Date:	07 December 2026
Time:	11:00
Venue:	Onboard SA Agulhas II supply and research vessel Moored at the Waterfront side, East Pier Road, East Pier Cape Town South Africa
Compulsory:	Yes

THIS BID WILL CLOSE ELECTRONICALLY ON THE eTENDER PLATFORM WHICH MAKES PROVISION FOR THE ELECTRONIC SUBMISSION OF BIDS

Bid Proposals to be submitted online on the e-Tender platform https://www.etenders.gov.za/

Any bidder who fails to submit via the e-Tender platform will be disqualified.

Tutorial Link on uploading bid documents on e-Tender platform https://youtu.be/B7pNseNJYHM

Bidders responding to this bid must ensure that they complete and submit all the documents issued with this bid together with the bidders' response i.e. any additional documentation before the closing time of this bid. Responses received after the closing time will NOT be considered.

ENQUIRIES:

Any clarification required by a bidder regarding the meaning or interpretation of the document or any aspect concerning the submission is to be requested **in writing** from:

SCM: Acquisition Department South African Weather Service Email: bids@weathersa.co.za

Any enquiries relating to this bid must be submitted in writing not later than 5 days prior to the closing date of the bid.

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General Conditions of Contract (GCC)	**Annexure B**
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POPIA Supplier Notice and Consent form	**Annexure i**

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SOUTH AFRICAN WEATHER SERVICE

1 SUPPLIER INFORMATION

The following section must be completed by the bidder. Failure to do so may result in the offer being rejected.

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVID (FOR EMES & QSEs) MUST BBE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS CLAIMED]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION

1.1 Bids must be delivered by the stipulated time. Late bids will not be accepted for consideration.

1.2 **All bids must be submitted on the official forms provided – (not to be re-typed) or in the manner prescribed in the bid document.**

1.3 This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract (SCC).

1.4 **The successful bidder will be required to fill in and sign a written contract form (SBD7).**

1.5 Bidders are advised to initial all pages of their bid.

1.6 **Submission of bids**

THIS BID WILL CLOSE ELECTRONICALLY ON THE eTENDER PLATFORM WHICH MAKES PROVISION FOR THE ELECTRONIC SUBMISSION OF BIDS (https://www.etenders.gov.za/)

Bidders responding to this bid must ensure that they complete and submit all the documents issued with this bid together with the bidders' response i.e. any additional documentation before the closing time of this bid. Responses received after the closing time will NOT be considered. Any bidder who fails to submit via the e-submission (eTENDER) platform will be disqualified.

Returnable Documents:

The following documents must be included:

- Invitation to Bid: Annexure A
- General Conditions of Contract: Annexure B
- Bidder's Disclosure: Annexure C
- Preference points claim form in terms of the Preferential Procurement Regulations: Annexure F
- Pricing Schedule and Financial Proposal: Annexure G.
- Specifications / Terms of Reference, Annexure H, together with the bidder's response to Annexure H (Technical / Functional Proposal).
- POPIA supplier consent form: Annexure i
- Any other documentation issued with the bid.

The South African Weather Service (SAWS) reserves the right to reject a bid should it not be submitted in the prescribed format.

1.7 The South African Weather Service (SAWS) is not bound to accept any of the offers submitted and reserves the right to:

1.7.1 Reject bids that are not according to Specifications / Terms of Reference;

1.7.2 Reject bids with incomplete standard bidding documents (SBD's);

1.7.3 Request further information from any bidder after the closing date of the bid for clarity purposes;

1.7.4 Conduct site inspection/s to verify the infrastructure of bidders before final selection and award;

1.7.5 Not to award the bid if the bid price is not market related;

1.7.6 Not to award the bid to a bidder whose tax matters have not been declared by the SARS to be in order;

1.7.7 Reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for any contract;

1.7.8 Award the bid in totality to one or partially to more than one bidder;

1.7.9 Conduct reference / background checks on bidders and / or individuals to, among other things, verify information provided by a bidder, confirm a firm's existence and track record, identify its owners and affiliations or verify an individual's educational and professional credentials.

1.8 The South African Weather Service may, prior to award of the bid, cancel the bid if:

1.8.1 Due to changed circumstances, there is no longer a need for the goods or services requested;

1.8.2 Funds are no longer available to cover the total envisaged expenditure;

1.8.3 No acceptable tenders are received;

1.8.4 Due to material irregularities in the tender process.

1.9 Any effort or attempt by a bidder to influence the award decision in any matter may result in the rejection of the bid.

1.10 Costs incurred by the bidder in respect of attending any briefing / information / site visit / presentation will be borne by the bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.

1.11 Cost incurred by the bidder in preparing and submission of any bid proposal will be borne by the bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder of his/her representative/s.

1.12 The South African Weather Service shall on receipt of any proposal relating to this bid become the owner thereof and shall not be obliged to return any proposal.

1.13 The bidders shall indemnify the South African Weather Service against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the South African Weather Service.

1.14 The South African Weather Service reserves the right to request a bidders latest audited financial statements prior to the award of the bid in order to ascertain financial stability of the bidder. Failure by a bidder to provide such information upon request may result in the rejection of the bid submitted by the bidder.

1.15 Subcontracting: Tenderers or contractors must submit proof of subcontracting between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting

agreement between the main tenderer and the subcontractor.

1.16 The SAWS reserves the right to request final presentation only to the short listed bidders to the evaluation committee. The shortlisted service providers will be subjected to present their service offering in line with the bid requirements/scope of work. The SAWS might also conduct site visit to ensure the firm existence and validate the firm's proposed capacity/employees and administration office.

1.17 The service provider must have duly approved operational premises with the necessary infrastructure to provide services and relevant accreditation by the relevant body. Before the awarding of the tender a due diligence site visit will be carried out at the premises of the service provider. The due diligence site visit will be conducted solely to verify information submitted in the bid and the bidder's capacity to perform the contract.

1.18 Supplier Performance Management is viewed by the SAWS as critical component in ensuring value for money acquisition and good supplier relations between the SAWS and all its suppliers. The successful bidders shall upon receipt of written notification of an award, be required to conclude a SLA with the SAWS, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value-add to SAWS's business. Successful bidders are required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.

1.19 The SAWS respects your privacy and acknowledge that your submission/s will contain personal details, which may belong to you, others and / or to your company (Personal Information). By sending us your submissions, you expressly give us consent to process and further process the Personal Information contained therein which processing will be done in accordance with POPIA, the SAWS POPIA policy and our standard section 18 informed consent documentation which sets out why we need the Personal Information, what we will do with it, and who we will share it with, which you are to familiarise yourself with by downloading it from our website i.e. www.weathersa.co.za

1.20 Unless stated otherwise in this Bid or as mutually agreed upon by both parties prior to award of the Bid, all payments due to creditors for goods delivered / services rendered will be settled within thirty (30) days from receipt of an invoice.

1.21 In case of a Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.

1.22 The South African Weather Service will conduct supplier due diligence to the recommended bidder prior to award of the contract.

The due diligence process will include the following:

- **Reference Letter Verification**

  SAWS will verify the authenticity of all reference letters submitted by the bidder to confirm that the services were rendered or the goods were delivered, and that the referees are legitimate.

  It is the bidder's responsibility to ensure that the contact details and emails provided on the reference letters are correct, valid, and responsive. Each reference letter submitted in support of the bidder's experience will be verified. Where references cannot be verified due to incorrect, invalid, or non-responsive contact details, or where the information provided is found to be

inaccurate or misleading, SAWS reserves the right to regard the relevant experience claim as not proven and to adjust the score or disqualify the bidder's, accordingly.

- **Original Equipment Manufacturer (OEM) Accreditation Verification**

  SAWS reserves the right to verify all OEM accreditations, certifications, and authorisations submitted by the bidder. Where OEM authorisation is a requirement, the bidder must provide a valid and active official OEM email address for verification.

  Failure to provide verifiable OEM contact details, or where the OEM authorisation cannot be verified, SAWS reserves the right to regard the OEM as not proven and to adjust the score or disqualify the bidder's, accordingly.

2. TAX COMPLIANCE REQUIREMENTS

2.1 Bidders must ensure compliance with their tax obligations.

2.2 Bidders are required to submit their unique Personal Identification Number (PIN) issued by the South African Revenue Service (SARS) to enable the South African Weather Service to verify the taxpayer's (Bidder's) profile and tax status.

2.3 Application for a Tax Compliance Status (TCS) Pin may be made via e-filing through the SARS website www.sars.gov.za

2.4 Bidders may also submit a printed Tax Compliance Status (TCS) certificate together with the bid.

2.5 In bids where consortia / joint ventures / sub-contractors are involved **each** party must submit a separate TCS certificate / Pin / CSD number.

2.6 Where no TCS Pin is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

2.7 No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.

2.8 Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on page 2 and 3 of Annexure A. In instances where a recommendation for award of a bid will be made to a foreign bidder, the South African Weather Service will submit the bidders completed Annexure A bid document to the South African Revenue Service. The South African Revenue Service will then issue a confirmation of tax obligations letter to the South African Weather Service confirming whether or not the foreign entity has tax obligations in South Africa.

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

PART C
DECLARATION BY BIDDER

I, …….. in my capacity as …….. hereby declare that I have read and understood the contents and conditions of this bid and certify that the information furnished is true and correct. I accept that, in addition to cancellation of a contract, action may be taken against me should the information provided prove to be false.

Signature: ……

Date: ……

Annexure B

General Conditions of Contract

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33.National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

South African Weather Service

Annexure C

Bidder's Disclosure

South African Weather Service

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest**1** in the enterprise, employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

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

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

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

I, the undersigned, (name)…….

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium**2** will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or

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.

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

Annexure F

Preference Points Claim Form in terms of the

Preferential Procurement Regulations 2022

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

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

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

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1. GENERAL CONDITIONS

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level of Contributor		
Level 1	20	
Level 2	18	
Level 3	14	
Level 4	12	
Level 5	8	
Level 6	6	
Level 7	4	
Level 8	2	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

South African Weather Service

Annexure G

Pricing Schedule for Services

SBD3.3

NAME OF BIDDER: ……

1. PRICING SCHEDULE/S

1.1 Item 1: Upgrade of the SA Agulhas II (SAAii) research vessel Meteorological Observation System inclusive of an Automatic Weather Station (AWS) and Upper Air Systems, interfaceable with marine type intrinsically safe sensors and Network Attached Storage (NAS) system and Software & Hardware data logging system as per requirement in Annexure H.

All prices must be in South African rand value and must be inclusive of VAT.

1.1.1 Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project. R ……..

1.1.2 Any other costs not included in the above price?

*YES	NO

* If YES, please specify

1.1.3 Cost break-down of ceiling price in 1.1.1

Bidders are required to indicate the cost component/s used for determining the ceiling price as given in 1.1.1 above.

Description	Cost (VAT Incl.)
TOTAL	

South African Weather Service

1.1.4	Period required for commencement of the project after acceptance of bid?	

1.1.5	Are the rates quoted firm for the full period of the project?	YES	*NO

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

Annexure H

SUPPLY and INSTALLATION

SA Agulhas II (SAAii) System Upgrade

1 DESCRIPTION

Appointment of a service provider for the supply and installation of the SA Agulhas II (SAAii) Meteorological Observation System Upgrade inclusive of an Automatic Weather Station (AWS) and Upper Air Systems, interfaceable with marine type intrinsically safe sensors and Network Attached Storage (NAS) system and Software & Hardware data logging system.

2 INTRODUCTION

The South African Weather Service (SAWS) is a public entity of the Department of Forestry, Fisheries and the Environment (DFFE) and derives its mandate from the South African Weather Service Act (No 8 of 2001 as amended). The public entity is listed as a Schedule 3A Public Entity in terms of the Public Finance Management Act (PFMA).

SAWS is tasked with providing timely and accurate scientific data in the field of meteorology and oceanography to the broader South African society: a combination of both public good and commercial services. The organization plays a vital role in South African public life, not just as a provider of key services, but also in empowering citizens to adapt to the effects of the ever-changing weather and climate.

3 BACKGROUND

The current Meteorological and Upper Air system onboard the research vessel SA Agulhas II (SAAii) has been in existence since 2012 (14 years) and an upgrade based on the scientific and operational demand the system from scientists is calling for this system upgrade.

4 REQUIREMENT / SCOPE OF WORK

4.1 The supply and installation of the SA Agulhas II (SAAii) System Upgrade inclusive of an Automatic Weather Station and Upper Air Systems with marine type, intrinsically safe sensors.

4.1.1 General layout/setup

The system consists of several shipboard sensors which are interfaced to a computer for the purposes of data logging, allowing user input and producing meteorological reports. The sea surface temperature sensor will be in the ship's hull below the waterline. The air temperature, humidity, wind speed & direction, pressure sensor and GPS antenna will be in a suitable outdoor position. The observation computer will be in the onboard weather laboratory. All sensors will communicate with this workstation using cables. A satellite communication unit will be included to allow remote connection and communication with the workstation independent of the ships communication system but allowance should be made for dual use.

4.1.2 System Specifications:

a)	**Supply and installation of an Automatic Weather Station consisting of:** • Data logger: PakBus-protocol, measurement and control data logger or equivalent (preferred logger is CR1000Xe), with 12V/12Ahr battery backup • 1 x RS-232 to RS-422/485 Isolated Converter for Temperature • 1 x RS-232 to RS-422/485 Isolated Converter for Port Wind • 1 x RS-232 to RS-422/485 Isolated Converter for Starboard Wind • 1 x 12V, 8Ahr/20Hr Lead-Acid Battery • 2 x Anemometer Heater Power Supply: Allow 7A @ 22v to 30v (max) AC rms or DC • 2 x Anemometer only Power Supply: 20 - 30 VDC (60mA max, 50mA average), reverse voltage protected
b)	**Supply and installation of an Upper Air System** • Two (2) Integrated 403 MHz & GNSS Antennas and Receiver Assembly each with its own Data Converters for Port side and Starboard side installations (including Marine Instrumentation Cables type) • Two (2) of the laptops with the software needs in (j) below to be configured for Upper Air usage • Upper Air Sounding Meteorological Software (Preferred software is D-Met), to produce Temp/Pilot messages for coding in TAC and BUFR formats plus TFI graphs and Google trajectory graphs; Interfaceable with the SAWS METCAP software for ingestion of sounding data • Radiosonde (Preferred Radiosonde is iMet-54 Radiosonde)
c)	**Supply and installation of Intrinsically Safe Sensors:** • 2 x **Ultrasonic Anemometers** for wind speed and direction – with Stainless Steel body and on-board Heater to prevent over-snowing (make provision for added power sources to supply the Heater independently) Starboard Wind Anemometers with Stainless Steel mounting bracket with all-weather junction boxes and 2m length Marine Instrumentation type Interface Cable; inclusive of outdoor Marine type cables towards data logger Port Wind Anemometers with Stainless Steel mounting bracket and 2m Marine Instrumentation Cables type Interface Cable **Measurement** Ultrasonic output rate 1-4 Hz Parameters UV, Polar, NMEA Units' m/s, knots, mph, kph, ft/min Averaging Flexible 1-3600 seconds

Block average 0-3600 seconds

Wind Speed

Range 0 - 90 m/s (0-201mph)
Starting threshold 0.01 m/s
Accuracy* ±2% @ 12 m/s, ±4% @ 90 m/s
Resolution 0.01 m/s
Offset ±0.01 m/s

Direction

Range 0 - 360°
Dead band direction None
Accuracy ±2° @ 12 m/s
Resolution 1°

Digital Output

Communication RS422/RS485 full duplex/half duplex
Baud-rates 1200, 2400, 4800, 9600, 19200, 38400
Formats 8-bit data; odd, even or no parity
Anemometer status Supplied as part of standard message

Mechanical

External construction Stainless steel 316

Environmental

Protection class IP66 (NEMA4X)
Humidity 0% to 100% RH
Operating temperature -55°C to +70°C (with heating)
Precipitation 300mm/hr
EMC EN 61326-1: 2013, EN 60945: 2002
Icing MILSTD810F Method 521.2 Procedure I

Sonic Temperature Output

Range -55°C to + 70°C

Sampling
The software shall allow sampling of the sensors at a user defined rate up to one sample per second.

Datalogging

The software shall allow logging of readings. These readings may be instantaneous or average readings defined by the user. The logger shall have the capacity to store 5 days of 5-minute data from each sensor

Archiving

The software should provide a facility to archive data on the workstation

User inputs

The software shall allow an operator to enter visual observations on the workstation. These shall include sea state and ice analysis.

Reports

The software shall be able to display the following real time information:
Air Temperature
Sea Surface Temperature
Humidity
Dew Point
Measure Pressure
QFE
QNH
Heading
True Wind Speed
True Wind Direction
Wind Speed Average (user defined time)
Wind Direction Average (user defined time)
Latitude
Longitude

The software shall be able to generate a SYNOP report on request or automatically at intervals determined by user setup.
The software shall be able to generate and display graphs for a period up to 24 hours for any of the measured parameters.

Remote terminals

The system shall allow the addition of remote terminals to display real time information at other locations on the ship.

Interfaces

The SYNOP reports shall be sent via satellite communication to the GTS automatically after being generated. Provision shall be made for remote logging to the workstation via satellite communication for maintenance purposes and to download/upload data.

Environmental conditions
Indoor equipment
Maximum operating temperature
Minimum operating temperature

Outdoor equipment
Maximum operating temperature
Minimum operating temperature
Rain
Salt Spray
Solar Radiation
Vibration
Wind

- **Temperature and Humidity (combination Sensor)**

Humidity Sensor: HUMICAP®180R, HUMICAP®R2, INTERCAP, and composite options (HUMICAP®R2C) for improved corrosion resistance and heated measurement capabilities.
Humidity Range: 0–100 %RH.

Humidity Accuracy: Factory calibration uncertainty ±0.6 %RH at +20 °C (0–40 °C) for standard sensors.

Humidity Response Time: 63% response in 20 s, 90% response in 60 s at +20 °C in still air with sintered Teflon filter.

Temperature Sensor: Platinum resistance (Pt100) sensor.

Temperature Range: -80 °C to +60 °C

Temperature Accuracy: High precision suitable for environmental monitoring applications.

- **Conductivity and Sea Temperature**

Sea Surface Temperature shall be measured from the ship's hull below the waterline.

Features
- Conductivity and Temperature at user-programmable intervals.
- Optional interface box for appending navigation data and remote temperature sensor data.
- No memory (powered externally).
- RS-232 interface.
- Expendable anti-foulant device for bio-fouling protection.
- Sensor assembly easily removed for cleaning.
- Interfaceable with Seasoft V2 Windows software package (setup, and data acquisition and processing).

	- Five-year limited warranty. **Communication Options** RS-232, NMEA-0183 **Housing Material Options** Pvc **Connector** MCBH **Sampling Rate** 1-sec to 9-hour intervals **Power Consumption** Acquisition: 34 mA at 8 VDC; 30 mA at 12-30 VDC Quiescent: 10 µA **Accuracy** Conductivity ± 0.0003 S/m Temperature, primary ± 0.002 °C Temperature, SBE 38 remote ± 0.001 °C **Software** Seasoft V2 **Resolution** Conductivity 0.00001 S/m Temperature, primary 0.0001 °C Temperature, SBE 38 remote 0.0003 °C **Biofouling Protection** Yes • **Pressure Sensor** Pressure range (1 hPa = 1 mbar) 600 … 1060 hPa Resolution 0.1 hPa Response time to full accuracy after a pressure step 500 ms Accuracy ±0.3 hPa at +20 °C Operating temperature –40 … +60 °C Long-term stability ±0.1 hPa / year Supply voltage 10 … 30 VDC Output voltage 0 ... 2.5 or 0 ... 5 VDC On/off control with external trigger Current consumption less than 4 mA Mountable on a (35 mm wide) DIN rail IP rating IP32 Mounting plate Aluminum Interface Cable with connector block
d)	Each sensors in (c) above will connect to a data logger (a) in the equipment rack on the bridge via its own Opto-Isolation RS422/485 Converter (Preferred module is Adam4520)
e)	The AWS should interface and interpret the following information from the ship systems (Ship NAV system - NMEA format): • Ship heading

	• Ship speed • Ship position • Sea temperature • Sea salinity
f)	The information in (e) above should be available on the ship's LAN for easy usage into the observation system
g)	**The Automatic Weather Station workstation shall perform the following functions:** • Receiving information from the sensors and ship system • Receive information from the data logger • Allowing visual observations to be entered via FM13 form • Build database of received data – SQL based; with Quality Check functionality • Generate tables and export data into CSV files • Displaying real-time surface meteorological data • Displaying historical surface meteorological data in graphs and/or tables • Producing reports: Diagnostic Logs and SYNOP, Automated SYNOP and SYNOP on demand • Run FTP server for data transfer to allow other users on the ship to view data
h)	The Upper Air system shall be capable of reporting the following radiosonde parameters from sea level to a height of ±30 000m: • Significant Height Level and Barometric Significant Levels • Air temperature • Humidity • Wind speed • Wind direction
i)	The sounding software shall be capable of sampling for both PTU and OZONE, sounding data and producing the following output messages in both BUFR and TAC formats: • TEMP • TEMP SHIP • PILOT • PILOT SHIP • CIMAT TEMP • with Significant level reporting
j)	The system(s), automatic weather station and upper air, shall also be able to display, save, archive, print and distribute reports and real-time and historic data on request.

k)	**Four (4) Laptop (tough book type) with specifications:** • **Processor**: Intel Ultra 7 165U (12 Cores, 14 Threads, 1.2 GHz Base Clock Speed up to 4.9 GHz Ma x Boost Clock Speed) • **Storage**: 2TB PCIe NVMe M.2 SSD • **Memory:** 16GB: 2 X 8 GB, DDR5, 5600, Non-ECC, SoDIMM • **Display**: 14" FHD, WVA, Anti-Glare, 400 nits • **Camera**: HD RGB Camera + Microphone with Windows Hello • **Durability**: IP-53 rated, drop-tested from up to 3 feet, and MIL-STD-810G&H tested. • **Operating System:** Windows 11 Pro
l)	**A NAS (Free Standing Storage) system** • QNAP or equivalent 4-Bay Quad-Core 2.2 GHz – Free standing • Four (4) SATA-SSD, 8TB 3.5” Hard Drives
m)	**Printer (multi-functional)** • **Functions:** Print, Copy, Scan, Automatic Double-Sided Printing and Scan to Email • **Ideal Dimensions:** 50cm(L) x 40cm(W) x 40cm(H) • **Product Group Output:** A4 • **Interface Type(s):** Network, Wi-Fi, USB & Mobile printing • **Compatible operating systems:** Windows 11/10/8/7; Android; iOS. • **Recommended Max Print Volume:** 8,000 Pages/Month • **Number of users:** 3 - 10 Users and secure printer with password • **Print colours:** Yes, and Number of print cartridges: 4 (1 each of black, cyan, magenta, yellow) • **Paper Handling Input:** 500 and more Sheet Input • **Processor:** 800MHz Processor and Memory (Maximum) 1GB RAM
n)	**Supply and install of instrument racks mounted SAAQIS Software & Hardware data logging system – Envidas or equivalent:** • Purpose-designed environmental/AQMS data acquisition and management system suitable for continuous unattended operation at atmospheric monitoring stations. • Single-site perpetual license for a minimum of 64 measurement channels per station. • Continued local data acquisition and operation shall not depend on a recurring subscription unless specifically agreed by SAWS. • Web enabled, Reporter, Dynamic Gauge Setup, real-time numerical display and graphing, historical graphical/tabular viewing, configurable reports and automatic email alerts. • Microsoft SQL Server 2022 Standard Edition for database creation, or a later compatible/equivalent SQL relational database solution. Required database license(s) shall be included. • Continuous simultaneous acquisition from multiple instruments using Ethernet TCP/IP, RS232, RS485, Modbus TCP/RTU and analogue/digital I/O, as applicable.

	• Native or existing communication support for instruments indicated in Appendix A will be available. • Capability to integrate additional atmospheric monitoring instruments, sensors and intelligent data loggers using instrument-specific ASCII/binary as per required instrument communication protocols. • Configurable polling/acquisition intervals and configurable averaging, including generation and storage of one-minute averaged data. • Local storage of acquired data on the station Industrial PC. Acquisition and storage shall continue during WAN/Internet/SAAQIS communication failure, with subsequent recovery/backfill or transmission of stored data when communications are restored. • Automatic transfer of required data to the secure SAAQIS server at one-minute intervals using the required SAAQIS FTP/file format and communication method. • Acquisition and storage of measurement values, analyser status, operational parameters and diagnostic information where supported by the connected instrument. • User-configurable calculated/derived channels and environmental calculations. • Support for automatic and manually initiated zero/span calibration sequences, including instrument/calibrator control where applicable and recording of calibration events/results. • Data/status flagging capable of distinguishing normal measurement, calibration, maintenance, analyser fault, communication fault and invalid data conditions. • Configurable alarms based on measurement values, instrument/status conditions and communication failures, including automatic email notification. • Remote authorised monitoring, configuration and diagnostics, including direct communication/pass-through to connected intelligent analysers where supported. • User authentication with configurable access/permission levels and system/event logging sufficient to trace communication failures, calibration events and configuration changes. • Export of data in commonly usable non-proprietary formats such as CSV. • Software shall operate on Windows 11 Professional 64-bit. • Industrial Computer: ENDS-B860P-7 or equivalent/better; 4U 19-inch rackmount industrial chassis; Intel Core Ultra 7 265K or equivalent/better processor; minimum 16 GB DDR5 RAM; minimum 1 TB M.2 NVMe SSD; minimum two 10/100/1000 Ethernet ports; HDMI; Windows 11 Professional 64-bit; and sufficient PCIe expansion capacity for all specified interface cards/modules. • 2 x RS232 6-channel serial cards (minimum 12 RS232 ports total), PCIe. • 8-channel Analogue-to-Digital module supporting 4-20 mA and 0-10 V inputs. • 8-channel isolated Digital Input/Output module. • RS232-to-RS485 interface module. • 24 VDC DIN-rail power supply suitable for the supplied I/O/interface equipment. • The proposed software must have the instrument communication protocols provided in this document in Appendix A already built into the software.
o)	**Supply and installation of two (2) modular floor-standing instrument racks, 42U, 19-inch format, with external dimensions not exceeding 2000 mm (H) × 600 mm (W) × 800 mm (D)for installation of instruments and the above system in (n):**

	• A completely bolted, knock-down structural frame. • Four structural vertical frame uprights forming part of the cabinet frame. • Four depth-adjustable galvanised 19-inch equipment-mounting rails—two front and two rear—providing 42U usable mounting capacity and compatible with standard M6 cage nuts. • One removable roof panel with cable-entry provision. • One removable or segmented bottom gland/cable-entry plate. • Two quick-release or tool-removable side panels. • One lockable front door with a toughened-glass panel insert. • Lockable mesh rear double doors. • Black powder-coated finish. • Minimum stationary load capacity of 400 kg. • Protective electrical bonding points and bonding conductors for the frame, roof, front and rear doors, and removable side panels. • All joining brackets, hinges, locks, keys, bonding conductors and assembly fasteners required for a complete installation. • 4 x ventilated fixed shelves, 19” minimum depth 650mm for 600x800mm cabinet, four-post mounted (total of 2 per rack) • 10 x 19" Telescopic Perf Shelf, 1U, f.800mm (total of 5 per rack) • 2 x PACKS OF POZI SCREWS M6 x 16mm & CAGE NUT C/W PLASTIC CUP WASHER/4. Minimum quantity of 100 complete sets per pack. • The cabinet shall have a completely bolted, knock-down frame construction and shall be delivered as separate structural components. • The supplier shall assemble the cabinet in its final installation position. The assembly procedure shall not require the complete frame, or any partially assembled frame exceeding the available installation clearance, to be tilted from horizontal to vertical.
p)	**Satellite Communication Unit:** • The satellite communication unit, operated through a 5-year renewable contract with a reputable service provider, set up by the bidder, should be based on the Short Burst Data (SBD) iridium principle. It should cater for Real-time, two-way messaging anywhere in the world with internet connection capability. • It should be a simple, efficient packet-based service for frequent short-busted data transmissions between equipment and centralized host computer systems. • **Features:** Low Power Consumption Compact iridium modem Reliable in Extreme Conditions Flexible Data Plans Global, Real-Time Availability Two-Way Connectivity; internet connection capability

q)	**Goods to be supplied to:** Weather Laboratory 8th floor SA Agulhas II East Pier V & A Waterfront Cape Town For attention: South African Weather Service

5 EVALUATION OF BIDS

The RFQ will be evaluated in 4 phases as mentioned below:

- **Phase 1: SCM compliance requirements.**
- **Phase 2: Mandatory requirements.**
- **Phase 3: Functional evaluation.**
- **Phase 4: Price and Specific Goals.**

5.1 Phase 1: SCM Compliance requirements

RFQs received will be verified for completeness and correctness. SAWS reserve the right to accept or reject a RFQ based on the completeness and correctness of the documentation and information provided.

Bidders are to ensure that they submit the following documentation / information with their RFQ.

Document	Comments
Proof of registration on the Central Supplier Database (CSD) of National Treasury	Bidders must be registered on the CSD. CSD registration number must be provided.
Request for Invitation (Annexure A)	Completed and signed
SBD 3.3 for services (Pricing Schedule)	Completed
SBD 4 (Bidder's Declaration)	Completed and signed

SBD 6.1 (Preference Points Claim Form)	Completed and signed if points are claimed *(A valid B-BBEE certificate, sworn affidavit, or relevant supporting documentation will be used to claim specific goals.)*
SARS (South African Revenue Service) Tax Compliant	Bidders tax matters must be in order
BBBEE Certificate	Valid and compliant original B-BBEE and/or certified copies of Sworn Affidavit must be submitted for any points claimed

Bidders who comply with the above requirements will be considered for further evaluation.

5.2 Phase 2: Mandatory requirements.

The following requirements which are mandatory must be complied with by the bidder. Please note that bidders will not be evaluated further if they do not provide evidence confirming compliance with any of the specified mandatory requirements.

	Mandatory Technical / Functional requirement	Evidence to be submitted with bid
1	For this bid the bidder must show on the OEM letterhead for each supplied item, conformance to: SANS 561 (ISO 10133) – Electrical systems – Extra-low voltage d.c. installations, EMC (electromagnetic environment) compliance according to SANS 216, Electrostatic compliance SANS 61000, Power supply interface SANS 300132, Radio communication equipment and services SANS 301489,	Bidder to provide letters on the OEM letterhead for each supplied item, conformance to: SANS 561 (ISO 10133) – Electrical systems – Extra-low voltage d.c. installations, EMC (electromagnetic environment) compliance according to SANS 216, Electrostatic compliance SANS 61000, Power supply interface SANS 300132, Radio communication equipment and services SANS 301489,
2	Training: The bidder to provide training to at least (3) SAWS technologists during the installation phase to be able to perform the installation, maintenance and servicing of the equipment. Training certificates must	Written confirmation by bidder that training will be provided to a maximum of three (3) SAWS technologists to perform the installation, maintenance and servicing of the equipment and that training certificates will be provided to the SAWS technologists who received training.

	be provided to the SAWS technologists who received the training.	
3	Technical Specification sheet of each sensor or module or equipment supplied to SAWS in terms of this bid. Excluding section (n) of this bid. Refer to Mandatory requirement nr 7.	Bidder to provide specification sheet to each sensor or module or equipment supplied under section 4 above
4	Technical drawings of the system design.	Bidder to provide detailed Technical drawings of the system design, showing interfacing and connections to the sensor and communications modules and be available on the local LAN of the **Automatic Weather Station, Upper Air System, NAS and Air Quality Data Logging System**
5	Health and Safety plan Bidder to provide Health and Safety Plan • Health and Safety Policy • Roles of responsibilities of Health and Safety Personnel • Overview of the project specific baseline risk assessment • Health and Safety Officer with 5 Years experience with construction health and safety certificate (SACPCMP affiliation).	Bidder to submit Health and Safety Plan with the following evidence: Policy, organizational structure, Baseline Risk Assessment, OHS Officer and CV and SACPCMP certificate.
6	Attendance of Compulsory Briefing session. Bidders must attend the compulsory briefing session on the date and time as indicated on the cover page of the bid document.	The attendance register will serve as evidence of attendance/ non attendance.
7	For item (n) in the Technical Specification: Bidders to submit, on a signed letterhead from the Supplier/OEM, written confirmation	Signed letter from the supplier with written confirmation.

	that product offered to the SAWS in terms of section (n) of this this bid fully complies with Technical Specifications as listed.	

Bidders who comply with the mandatory requirement will be further evaluated on the non-mandatory functional evaluation criteria in section 5.3 below.

5.3 Phase 3: Functional evaluation criteria

Evaluation of the non-mandatory functional requirements will be done in terms of the criteria as stated in the table below.

Bidders should take note of the Criterion, Weighting & Scoring when responding to this bid.

Criterion	Weight	Score
Experience of bidder Bidder and/or OEM to provide contactable references of clients of previous installed oceanographic equipment or similar projects on ships or drifting data collection platforms. Each contactable reference must include the following information: • *Name of the client.* • *Contact details (Contact person and Phone number).* • *Brief description of the scope of work.* • *Date when the service was rendered (supply and installation) e.g. January 2022.* *SAWS reserves the right to contact the client/s of the bidder (contactable references) to ascertain the quality of service rendered by the bidder prior to award of this bid.*	100	0 = No reference provided, or references provided not including all of the required information. 50 = One (1) Reference provided. 60 = Two (2) References provided. 70 = Three (3) References Provided 80 = Four (4) References provided 100 = Five (5) or more References provided.
Total	**100**	

Bidders who score 70 and more will qualify for further evaluation in terms of Price and Specific Goals.

5.4 Phase 4: Price and Specific Goals Evaluation

Bidders who comply with the requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.

Points for this RFQ shall be awarded for:

(a) Price; and
(b) Specific Goals (Refer to Annexure F: Preference Points Claim Form).

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (Refer to Annexure F: Preference Points Claim Form)	20
Total points for Price and Specific Goals	**100**

Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act no 5 of 2000), the RFQ will be awarded to the bidder scoring the highest points.

6 DUE DILIGENCE

For further details regarding Due Diligence, please refer to Annexure A, Section 1.22, of the bidding document. The award of this bid will be determined by the Due Diligence outcome.

Appendix A

Communication Protocols required for below instruments (RS232/RS485 and TCP capable):

1. Acoemgroup
2. ADAM4000
3. ADAM4520
4. ADAM5000
5. Adam5000TCP
6. Adam6000TCP
7. Advanced Modbus
8. Aeroqual
9. AirMar
10. Airyx
11. AirMODUS
12. Alphasense
13. AMA
14. Ambilabs
15. Andersen
16. Andersen_Magee
17. API
18. AquaLabo
19. ARBOR
20. ASOS
21. AUEPA
22. Baseline
23. BayernHessen
24. CAI
25. Calibrators
26. CampbellMicrologger
27. CampbellScientific
28. Casella_Cel
29. Casella_Monitor
30. Cerex
31. Cirrus
32. Climatronics
33. Comet
34. CooperScientific
35. CustomPushProtocol
36. Davis

37. DeltaOHM
38. Digitel
39. DKK
40. DMT
41. Duvas
42. Dynalab
43. EcoChem
44. EcoPhysics
45. ECOTECH
46. EnviDAC8000
47. EnviDAQ8000TCP
48. Envidaq9x20Tcp
49. Environics
50. EnvironnementSA
51. Eureka
52. Fai
53. Fluke
54. FPI
55. Garmin
56. Gasera
57. GasMetTM
58. Gill
59. Grimm
60. Handar
61. Horiba
62. Innova
63. Kimo
64. LAR
65. Larson_Davis
66. LGR
67. LI_COR
68. Lufft
69. M9003_Nephelometer
70. MaximIntegrated
71. Mercury
72. Metek
73. MetOne
74. Modbus
75. Modbus_Ip2Serial
76. MonitorLab
77. NeoMonitors

78. Optec
79. Palas
80. PCF
81. PeakLaboratories
82. Picarro
83. Radiance
84. RainWise
85. Reinhardt
86. Sabio
87. Saxon
88. SICK
89. SICK_Modbus
90. SiemensAnalyzer
91. Solarlight
92. Synspec
93. Systea
94. TACMET2
95. TEI
96. TEI_Bam
97. TEI_INCUBATOR
98. Tekran
99. Teledyne_API
100. Teom
101. Thermo-iQ
102. ThermoModbus
103. ThiesClima
104. TSI
105. Turnkey
106. TwoBTech
107. Vaisala
108. VEREWA
109. VM100
110. Wavetronix
111. WhireHarp
112. Young
113. ZETA

South African Weather Service

Annexure I

POPIA : Supplier Notice and Consent Form

South African Weather Service

Private Bag X097, Pretoria, 0001 • Tel: + 27 (0) 12 367 6000 • **www.weathersa.co.za • USSD: *120*7297#**

POPIA: SUPPLIER NOTICE AND CONSENT FORM

I confirm that I am duly authorised to sign this consent form.

Name (Print) …….

Capacity ……..……

Signature …….

Name of Firm …….

Date …….

(Hereinafter referred to as "the "**Data Subject "**)

A company/organization duly incorporated under the laws of Republic of South Africa, having its main place of business

At ....., with

registration number:……..

Preparatory Statement

Whereas the "**Data Subject**" is in agreement with the contents of this Notice and Consent Form and grants SAWS permission to process certain confidential/personal information, for purposes of

_____

whereas the "**Data Subject**" is considering making an offer (the "**Offer**") to SAWS on a solicited Bid/Tender/RFQ/RFP/RFI, subject to conducting due diligence, as a result of which certain confidential/personal information of the Data Subject may be disclosed to SAWS.

The Data Subject hereby gives consent to the following:

1. Purposes

SAWS will process, including collect, your personal information (as set out in point 2 below) for the following purposes:

a) strategic sourcing;
b) procurement;
c) contract management;
d) supplier management;
e) invoice management;
f) payments;
g) debt recovery;
h) fraud prevention; and
i) supplier discovery.

The provision of personal information is voluntary. However, if you do not provide your personal information, we may not be able to perform the above-mentioned purpose/s.

2. Legal basis for the processing

We process your personal information on the basis that (i) processing information is necessary for pursuing our legitimate interests (according to section 11(1) of the Protection of Personal Information Act, No. 4 of 2013 ("POPIA")), which lies in achieving the purposes as set out in point 1 above, (ii) processing is necessary to carry out actions for the conclusion or performance of "supply chain management functions" for which you are party (according to section 11(1)(b) of POPIA), or (iii) processing complies with an obligation imposed by law on us (according to section 11(1)(c) of POPIA).

We process the following personal information (for specific natural or juristic person and can be used to identify you or that person):

a) Master data
- Name
- Addresses
- Contact numbers
- Email address
- Other contact details of the supplier
- Supplier primary contact person's name and contact information
- Job position and role / qualifications
- Partner roles of the suppliers needed for invoicing and ordering
- Identification / company registration number
- BBBEE status
- Central Supplier Database number

b) Accounting and payment information
- VAT & Income tax numbers
- Tax clearance pin
- Bank details
- Bank account type and number
- Name of the account holder
- Attachment of confirmation documents
- Terms of payment
- Accounting correspondence

c) Supplier classification
- Category
- Vendor portfolio
- Product categories
- Main product category
- Additional product categories
- Vendor category.

d) Declared conflict or potential conflict of interest

e) Information on goods and/or services offered by supplier
- quantity and quality of offered goods and/or services
- other commercial terms of the offer

f) Contract information
- commercial terms of the contract
- legal terms of the contract
- any other contractual documentation
- information about contract performance and instances of non-performance

3. Retention periods

Your personal information will only be kept for as long as we reasonably consider necessary for achieving the purposes set out in point 1 above and as is permissible under applicable laws. We will, in any case, retain your personal information for as long as there are statutory retention obligations or potential legal claims are not yet time barred.

4. Law enforcement

We may disclose personal information if required:

- by a subpoena or court order;
- to comply with any law;
- to protect the safety of any individual or the public; and
- to prevent violation of our supplier relation terms.

5. Regulators

We may disclose your personal information as required by law or governmental audit.

6. Sharing

We may share your personal information with:

- other divisions or public entities within the South African Government as the South African Weather Service (SAWS) is a Section 3(a) public entity under the Ministry of Environmental Affairs and is governed by a Board, so as to provide joint content and services like registration, for transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about our products, services;
- an affiliate, in which case we will seek to require the affiliates to honor this privacy notice;
- our goods or services providers under contract who help provide certain goods or services or
- help with parts of our business operations, including fraud prevention, bill collection, marketing,
- technology services (our contracts dictate that these goods or services providers only use your
- information in connection with the goods or services they supply or services they perform for the SAWS and not for their own benefit);
- credit bureaus to report account information, as permitted by law;
- banking partners as required by credit card association rules for inclusion on their list of terminated merchants (in the event that you utilize the services to receive payments and you meet their criteria); and
- other third parties who provide us with relevant services, where appropriate.

7. Suppliers rights

Under applicable law, you have, among others, the rights (under the conditions set out in applicable law):

(i) to check whether and what kind of personal data we hold about you and to request access to and the right to rectify the information collected

(ii) (ii) in certain circumstances, to object to the processing of personal information, in the prescribed manner, on reasonable grounds relating to your particular situation, unless legislation provides for such processing or to object for the purposes of direct marketing; or

(iii) to lodge a complaint with the Information Regulator if they believe that their personal information was not used to the intended purpose. The address of the Information Regulator is Woodmead North Office Park, 54 Maxwell Drive, Woodmead, Johannesburg, 2191.

(iv) Supplier may withdraw his, her, its Consent so long as they provide SAWS with a "withdrawal of consent notice", through the Information Officer.

(v) Supplier may request for correction or deletion of personal information or destruction or deletion of record of personal information.

8. Your obligations

You may only send us your own personal information or the information of another data subject where you have their permission to do so.

9. Security

We take the security of personal information very seriously and always do our best to comply withapplicable data protection laws. Our website is hosted in a secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders. We authorize access to personal information only for those employees who require it to fulfil their job responsibilities. We implement disaster recovery procedures where appropriate.

10. Data Storage

We will try to keep the personal information we collect as accurate, complete, and up to date as is necessary for the purposes defined in this notice. Please note that to better protect you and safeguard your personal information, please inform us of any required corrections to your personal information.

11. Limitation

We are not responsible for, give no warranties, nor make any representations in respect of the privacy policies/notices or practices of any third parties.

12 Enquiries

If you have any questions or concerns arising from this notice and consent form or the way in which we handle personal information, please contact the South African Weather Service Deputy Information Officer:

HEAD OFFICE
1263 Heuwel Road
Centurion
0157
+27 12 367 6000
Email for Head Office: CRS@weathersa.co.za