

Appointment of a contractor for the supply, installations, and upgrades of laboratory extraction and **BMS** systems for The Council for Geoscience in Silverton, Pretoria

Proposal No. CGS-2024-002X

280 Pretoria Street, Silverton, Pretoria  
Private Bag X112, Pretoria 0001, South Africa  
Tel: +27 (0)12 841 1911  
Fax: +27 (0)12 841 1221  
email: [info@geoscience.org.za](mailto:info@geoscience.org.za)  
website: [www.geoscience.org.za](http://www.geoscience.org.za)



**Council for Geoscience**

## TENDER RULES AND CHECK LIST

1. All the documents accompanying this invitation to bid must be completed in detail, be **sealed in an envelope**, and be deposited in the tender box before the closing date and time. The tender box is situated at the reception of the Council for Geoscience, 280 Pretoria Street, Silverton, Pretoria. Tenders must only be submitted on the tender documentation issued. The retyping of the tender document is not permitted.
2. Duly completed and signed original bid document should be sealed in an envelope marked:
3. **DESCRIPTION: APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, INSTALLATION AND UPGRADES OF LABORATORY EXTRACTION AND BMS SYSTEMS FOR THE COUNCIL FOR GEOSCIENCE IN SILVERTON, PRETORIA**

Tender No: CGS-2024-002X

Issue date: 22 April 2024

Compulsory Briefing Session: 03 May 2024 at 11h00am

Venue: Council for Geoscience, 280 Pretoria Street, Silverton, Pretoria,

Closing date: 24 May 2024 @ 11h00am

## 4. CGS POPIA COMPLIANCE POLICY STATEMENT

The Council for Geoscience is committed to securing the integrity and confidentiality of your Personal Information that is in our possession and will guard against unlawful access and use. The processing of your personal information by the Council for Geoscience will be done in accordance with the POPIA Act 4 of 2013 as well as our processing notice that can be accessed from our website [www.geoscience.org.za](http://www.geoscience.org.za) .

**5. CHECK LIST**

**ALL THE RELEVANT FORMS ATTACHED TO THIS BID DOCUMENTS MUST BE COMPLETED AND SIGNED BACK IN BLACK INK WHERE APPLICABLE BY A DULY AUTHORISED OFFICIAL. FAILURE TO PROVIDE ANY OF THE BELOW MENTIONED DOCUMENTS MAY LEAD TO DISQUALIFICATION.**

<b>RETURNABLE DOCUMENTS THE FOLLOWING IS INCLUDED IN THE TENDER DOCUMENT</b>	YES	NO
The successful bidder will be required to submit a Bank Guarantee		
Three documents; one (1) original tender document and two (2) copies SBD 1. Invitation to Bid		
Bidders must provide proof of Tax Clearance compliance from SARS, The Council for Geoscience will verify your tax compliance proof in terms of practice note 9 of 2017/2018.		
Tender specification SBD 4. Declaration of interest		
SBD 6.1. Preference points		
Supplier application form (CSD Report)		
Government procurement General conditions of contract		
Latest Original Certified copies of company registration certificate		
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding company who are not individuals.		
In a case where BBBEE certificate is a requirement to submit in order to score points on specific goals, <b>a certified valid SANAS accredited certificate or DTI certificate, Sworn Affidavit will be required. Certificates issued by IRBA and Accounting Officers have been discontinued.</b> Certified BBBEE certificate (For consortium or joint venture a consolidated BBBEE Certificate must be submitted)		
The Council's document must be kept as supplied and submitted with all Schedules/Forms fully completed.		
Any other documents, certificates etc. must be attached as annexure to the official Council document		
Where the Council's official document is taken apart and not submitted as supplied, the bid will be rejected		
No bid forwarded by telegram, telex, facsimile or similar apparatus will be considered.		
In case of Joint venture, trust or consortiums please submit joint venture agreement.		

**6. BID CONDITIONS**

5.1 Bidders shall provide full and accurate answers to all (including mandatory) question posed in this document and are required to explicitly state either "Accept" or "Not Accept" (with a ✓) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

5.2 A "✓" under "**Accept**" will be interpreted as full compliance/acceptance to the applicable paragraph. A "✓" under "**Accept**" will be interpreted that the Bidder/s has/have read and understood the paragraph, A "✓" under "**Not Accept**" will be interpreted that the bidder does **not accept** the content of the applicable paragraph.

5.3 The following bid, conditions will govern the contract between the Council for Geoscience and the successful bidder:

Requirement	ACCEPT	NOT ACCEPT
Bidders are invited to offer the Services in accordance with the attached Specifications and the conditions within this document.		
The Bidder/s shall accept CGS's interpretation of any specific requirement in the Bid documents or Specifications should there be a difference of interpretation between the Bidder/s and CGS.		
Should any dispute arise as a result of this of this Bid and/or the subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and CGS's, it shall be dealt with in terms of paragraph 23 of the general conditions of contract?		
Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this RFB, the Bid conditions shall take preference.		

Documentation	ACCEPT	NOT ACCEPT
Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly and detail, describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the service/s offered. Incomplete or incomprehensive service documentation will result in rejection of the offer.		
Selection	ACCEPT	NOT ACCEPT
CGS reserves the right to make a selection solely on the information received in the Bids or to negotiate further with one or more Bidder/s.		
Should CGS consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so required?		
To contact any Bidder during the evaluation period, to clarify information only, without informing any other Bidder.		

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<b>Copyright</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
The specifications are the intellectual property of Council for Geoscience.		
The contents of any specifications are the property of CGS and are confidential. It shall not in any manner be reproduced, destroyed, lent or given away without the permission.		
<b>Submission of Bid</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
CGS may also reject an offer if the Bidder/s fail to complete the standard bidding documents in this tender document.		
<b>Service approval</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
The Procuring of the Services shall not take place until CGS has given final approval of all procedures.		
<b>Upfront/Deposit Payments</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
CGS will not make any upfront payment or deposit payments to the successful bidder/s for goods or services. CGS will pay 30 days after delivery of goods or service and receipt of an invoice.		

**7. BIDDING STRUCTURE**

Indicate the type of Bidding structure by marking with an 'X':	
Individual Bidder	
Joint venture	
Consortium	
Subcontractors	
Other	
<b>If Joint Venture or Consortium, indicate the following for <u>Prime Bidder</u>:</b>	
Name of Prime Contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

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<b>If Joint Venture or Consortium, indicate the following for <u>all</u> partners other than Prime Bidder:</b>	
Name of partners	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If using other contractors:</b>	
Name of Prime Contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If using Subcontractors, indicate the following for <u>all</u> Subcontractors:</b>	
Name of Subcontractor(s)	
Registration number	
VAT registration number	
Percentage of work subcontracted	
Value of work subcontracted in rands	R
Contact person	
Telephone number	

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Fax number	
E-mail address	
Postal address	
Physical address	

## 8. RESPONSE FORMAT

Bidders must respond using the following response format:

Schedule	Description
<b>Schedule 1</b>	Executive Summary  The executive summary must cover the following: <ul style="list-style-type: none"><li>• <b>Paragraph 1</b> The Bidder must indicate in their bid response to the Council for Geoscience whether they are responding as a Prime bidder, joint venture, consortium or partnership and list the parties and explain their roles.</li><li>• <b>Paragraph 2</b> The Bidder must indicate that the signatory of the company/consortium is duly designated to sign the bid response on our behalf of the consortium or joint venture.</li><li>• <b>Paragraph 3</b> Summary of similar work done in the past.</li><li>• <b>Paragraph 4</b> High level summary of their response.</li></ul>
<b>Schedule 2</b>	SBD 1
<b>Schedule 3</b>	<ul style="list-style-type: none"><li>• Bidders must provide proof of Tax Compliance Status Pin from SARS. The Council for Geoscience will verify your tax compliance proof in terms of practice note 9 of 2017/2018</li></ul>
<b>Schedule 4</b>	Functional response
<b>Schedule 5</b>	Price Breakdown (Indicate cost drivers) where applicable.
<b>Schedule 6</b>	SDB 6.1 (Preference Points form) and certified BBBEE Certificate
<b>Schedule 7</b>	Central Supplier Database
<b>Schedule 8</b>	General Conditions of Contract 2010

**NB:** The response must have an index and the document must be neatly divided using the above mentioned format in sequence.

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**Request for Proposal**

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**SDB 1**

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	CGS-2024-002X	CLOSING DATE:	24 May 2024	CLOSING TIME:	11H00 am
DESCRIPTION	Appointment of a contractor for the supply, installations and upgrades of laboratory extraction and BMS systems for The Council for Geoscience in Silverton, Pretoria				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>COUNCIL FOR GEOSCIENCE,</b>					
<b>280 PRETORIA STREET</b>					
<b>SILVERTON, PRETORIA</b>					
<b>0001</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Xolisa Gugushe		CONTACT PERSON	Xolisa Gugushe	
TELEPHONE NUMBER	012 841 1251		TELEPHONE NUMBER	012 841 1251	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	xgugushe@geoscience.org.za		E-MAIL ADDRESS	xgugushe@geoscience.org.za	
<b>SUPPLIER INFORMATION</b>					
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>1.1.1.1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<input type="checkbox"/>	<b>1.1.1.2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? NO				<input type="checkbox"/> YES	<input type="checkbox"/>
DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO				<input type="checkbox"/> YES	<input type="checkbox"/>

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE:



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**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, INSTALLATIONS AND UPGRADES OF LABORATORY EXTRACTION SYSTEMS AND BUILDING MANAGEMENT SYSTEM (BMS) INCLUDING THREE YEARS MAINTENANCE FOR THE COUNCIL FOR GEOSCIENCE IN SILVERTON, PRETORIA**

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**Bid NO: CGS-2024-002X.**

**Issued dated: 22 April 2024**

**Compulsory Briefing Session: 03 May 2024 at 11h00**

**Venue: Council for Geoscience, 280 Pretoria Street, Silverton, Pretoria,0001**

**Closing date and time: 24 May 2024 at 11h00am**

**Bid Validity Period: 120 Calendar days.**

**TENDER BOX ADDRESS:**

280 Pretoria Street  
Silverton  
Pretoria  
0001

## 1. INTRODUCTION

The Council for Geoscience (CGS) is a schedule 3A public entity organization as defined by the Public Finance Management Act (Act 1 of 1999). The CGS derives its mandate from the Geoscience Act 100 of 1993. The objectives of the CGS under the Act, is to produce world-class geoscience knowledge products and to render geoscience-related services to the South African public and industry. The strategic position of the CGS is to ensure that its activities contribute to the national imperatives, namely to free the potential of individuals by improving the quality of life of all citizens, assisting in the growth and wealth of the country and eradicating poverty especially in the rural areas of South Africa. It does this through the mandate of the Geoscience Act, which includes the following activities:

- 1.1. To systematically document and compile the geology of the earth's surface and continental crust, including offshore areas within the territory of South Africa.
- 1.2. To compile geoscience data, especially geological, geophysical, metallogenic and engineering geological information in the form of maps and accompanying explanations and to make this information available to the public.
- 1.3. To do basic geoscience research into the nature and origin of rocks, ores, minerals and the history and evolution of life and to understand the geological evolution of the earth. These findings are published in peer reviewed geoscience publications nationally and internationally.
- 1.4. To collect and curate all geoscience knowledge for the country into the National Geoscience Repository and make such information available to the public.
- 1.5. To render geoscience knowledge services and advice to the State to enable informed and scientifically based decisions on the use of the earth's surface and its resources within the territory of South Africa.
- 1.6. To manage several national geoscience facilities on behalf of the country such as the National Seismograph Network, the National Borehole-Core Repository, the National Geoscience Heritage Collections (Geoscience Museum) and the National Geoscience Library.
- 1.7. To render commercial geoscience services and products to national and international clients.

## 2. PURPOSE AND BACKGROUND OF THIS REQUEST FOR PROPOSAL (RFP)

The Council for Geoscience requires the supply and installation of new specified equipment as well as upgrades of the Laboratory extraction and BMS systems with a one year warrantee period.

The CGS would like to appoint a contractor for the supply, installation, and upgrades of the Laboratory extraction and BMS systems complete with a one year warrantee and maintenance period of three years at the Silverton offices, Block D in 280 Pretoria Street, Silverton, Pretoria.

## 3. LEGISLATIVE FRAMEWORK OF THE BID

### 3.1. Tax Legislation

- 3.1.1. Bidders must be compliant when submitting a proposal to Council for Geoscience and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 3.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 3.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 3.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 3.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 3.1.6. Where Consortia / Joint Ventures / are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database. The parties must submit Consortia / Joint Ventures agreement with clear role clarifications.

3.1.7. Where sub-contracting is involved, the lead partner must submit a sub-contracting agreement with clear role clarification.

**3.2. Procurement Legislation**

Council for Geoscience has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003), and all the applicable Instruction note issued by National Treasury from time to time.

**3.3. Technical Legislation and/or Standards**

Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.

**4. TIMELINE OF THE BID PROCESS**

The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out below:

<b>Activity</b>	<b>Due Date</b>
Tender Issue date	22 April 2024
Closing date of questions relating to bid from bidders	14 May 2024
Bid closing date	24 May 2024 at 11h00am
Notice to bidders	Council for Geoscience will endeavour to inform bidders of the progress until conclusion of the tender.

*All dates and times in this bid are South African standard time.*

Any time or date in this bid is subject to change at Council for Geoscience’s discretion. The establishment of a time or date in this bid does not create an obligation on the part of Council for Geoscience to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.

## 5. CONTACT AND COMMUNICATION

- 5.1. A nominated official of the bidders can make enquiries in writing, to the specified person, Xolisa Gugushe via email [xgugushe@geoscience.org.za](mailto:xgugushe@geoscience.org.za) and/or 0128411251. Bidders must reduce all telephonic enquiries to writing and send to the above email address.
- 5.2. The delegated office of Council for Geoscience may communicate with Bidders where clarity is sought in the bid proposal.
- 5.3. Any communication to an official or a person acting in an advisory capacity for Council for Geoscience in respect of the bid between the closing date and the award of the bid by the Bidders is discouraged.
- 5.4. All communication between the Bidders and Council for Geoscience must be done in writing.
- 5.5. Whilst all due care has been taken in connection with the preparation of this bid, Council for Geoscience makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. Council for Geoscience and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 5.6. If Bidders finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Council for Geoscience (other than minor clerical matters), the Bidders must promptly notify Council for Geoscience in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Council for Geoscience an opportunity to consider what corrective action is necessary (if any).
- 5.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Council for Geoscience will, if possible, be corrected and provided to all Bidders without attribution to the Bidders who provided the written notice.
- 5.8. All persons (including Bidders) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## 6. LATE BIDS

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

## 7. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

## 8. FRONTING

**8.1.** Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. It is against this background the Government condemn any form of fronting.

**8.2.** The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies Council for Geoscience may have against the Bidder / contractor concerned.

## 9. SUPPLIER DUE DILIGENCE

The Council for Geoscience reserves the right to conduct supplier due diligence prior to the final award or at any time during the contract period. This may include site visits and requests for additional information. The CGS reserves the right to verify any information supplied by the bidder in the tender document and should the information be found to be

false or incorrect, the CGS will exercise any of the remedies available to it in the bid document. Reference letters will also be authenticated.

## **10. SCOPE OF WORK**

The contract includes the supply, delivery, installation, commissioning, guarantee and maintenance of the new, refurbished and upgraded Laboratory extraction and BMS systems, including the required plumbing, electrical and builders work, designed to serve the Council of Geoscience Block D, Silverton, Pretoria.

The general scope of works includes but is not limited to:

- Service and repair existing fume cabinets, associated extraction systems, scrubbers, extraction hood systems, as indicated on the tender drawings and in the Bill of Quantities. This shall include the evaluation of the existing laboratory equipment, production of a report to outline remedial actions, associated pricing, and the execution of works so that the installation is complete and operational and meets the associated functional requirements.
- Provide the required new sensors, controls, interlinks, adapt existing controls as necessary and add the required software upgrade and programming of the existing HVAC BMS system. The specialist laboratory equipment installation shall be fully integrated with the BMS to ensure the functional and monitoring requirements are achieved. The Contractor shall closely coordinate with the BMS specialist to ensure a fully functional control system.
- Supply, delivery, installation, commissioning, guarantee and maintenance of new fume cupboards, scrubbers, and controls, as per the tender drawings and Bill of Quantities.
- All works as described in the specification and as derived from site inspections.
- All builders work, electrical works, drainage, and plumbing, and other subtrade works.
- Strip out and removal of redundant extraction systems and associated services and make good.
- Supply and installation of the extraction systems as specified, including testing and commissioning to final handover and acceptance.

- Cleaning and dust removal related to the installation.
- Dust control measurements to be implemented during works to ensure operations and the occupied environment are not adversely impacted.
- The provision of all necessary controls, instrumentation, and wiring.
- The co-ordination between trades and services especially with regards to structure, lighting, ceiling, and piped services layouts.
- The provision of all drain piping including traps, supports, etc. from the equipment into the building drainage system.
- The provision of all water points required for equipment including valves, supports, etc. connected to the building water supply.
- Operating and maintenance manuals and As-Built drawings of all systems and installations.
- The Bidder shall include for all costs related to full compliance with the provisions of the latest version of the Occupational Health and Safety Act, The SANS 10400, and the Construction and other applicable related Regulations.

## **10.1. DETAILED REQUIREMENTS AND TECHNICAL SPECIFICATIONS**

### **CONTENTS**

1. REGULATIONS AND STANDARDS
2. ELECTRICAL INSTALLATION
3. EXTRACTION HOODS
4. AXIAL FLOW FANS
5. SOUND ATTENUATORS
6. EXTRACTION AIR HANDLING UNIT
7. ROOFTOP PACKAGE AIR HANDLING UNIT
8. AIR DUCT SYSTEMS
9. DIFFUSERS AND GRILLES
10. DUST COLLECTOR UNIT
11. FUME CABINETS (REF FC)



11.1 *GENERAL CONSTRUCTION*

11.2 *SASH*

11.3 *LIGHTING*

11.4 *FILTRATION*

11.5 *EXTRACTION SYSTEM*

12. PERCHLORIC ACID FUME CABINETS (REF PFC)

13. SCRUBBER UNITS

14. POWER POINTS

15. INSTALLATION AND VALIDATION

16. CONTROLS AND BMS

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## 1. REGULATIONS AND STANDARDS

The equipment and installation shall be in accordance with the latest and current revision of the SABS Code of Practice for the Wiring of Premises, National Building Regulations and Building Act, The Factories, Machinery and Building Work Act, all Government, Provincial and Local Authorities Ordinances, Regulations, By-Laws, Rules and other statutory requirements, and Specifications and Codes of Practice issued by the South African Bureau of Standards. Where SANS (South African National Standards) are lacking in information, the relevant British Standards shall apply.

All losses, costs or expenditures, which may arise as a result of negligence to comply with any regulation applicable to this service as specified above, shall be for the account of the Contractor.

Where trade names and references to catalogues are found in the specification, the intention is to set a particular standard of equipment. Where "other approved" equipment is specified, the contractor shall obtain written approval from the Engineer before he may deviate from the specified equipment. This approval must be obtained before any material is ordered.

The Contractor shall ensure that only the best quality material is used, and that the installation is handed over as a complete working system.

In particular, but not limited to, the following shall be applicable:

ANSI/ASHRAE Standard 110-2016	Methods of Testing Performance Of Laboratory Fume Hoods
EN 14175	Requirements for Fume Cupboards
OHSA	The Occupational Health and Safety Act (Act 85 of 1993) and regulations
SANS 767	Earth leakage protection units
SANS 1091	National colour standard
SANS 1238	Air conditioning ductwork
SANS 1424	Filters for use in air conditioning and general ventilation
SABS VC 8041	Compulsory specification for microbiological safety cabinets
SANS 10142-1	The wiring of premises Part 1: Low-voltage installations
SANS 10173	The installation, testing and balancing of air conditioning ductwork
SANS 10177	Fire testing of materials, components and elements used in buildings

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SANS 10226	The installation, post-installation tests and maintenance of microbiological safety cabinets
SANS 10400	All relevant parts of the Building Regulations
SANS 12469	Biotechnology - Performance criteria for microbiological safety cabinets

## 2. ELECTRICAL INSTALLATION

All electrical work required to make this a fully operational installation and systems shall be done under this contract.

All wiring shall be done in accordance with the requirements of The National Building Regulation. The standard of workmanship and equipment offered shall conform to the requirements laid down by the Electrical Engineer as specified in the General Technical Specification for Electrical Installations.

220V / 50 Hz power supplies must be provided at the equipment/cabinets and shall terminate in isolators near the units. Supply, installation, and connection to these isolators shall form part of this contract.

## 3. EXTRACTION HOODS

Supply and the install the extraction hoods in the positions as indicated on the drawings. The extraction hoods shall be of the wall mounted low level type with a sloped face.

The extraction hoods shall be manufactured by a specialist manufacturer. The canopies shall be similar or equal to the Emex canopies as supplied by Ventpro.

The extraction hoods shall be manufactured from stainless steel at least 1.2mm thick. The finish shall be a satin finish. All joints shall be butt-welded. The extraction hoods shall have no distortion under excessive heat conditions.

The extraction hoods shall be supplied with ducting, fittings, brackets, axial flow extraction fans, sound attenuators, and vapour proof light fittings.

## 4. AXIAL FLOW FANS

Supply and install the axial flow fans for the air extraction systems.

Axial flow fans shall be current catalogue products and the supplier/manufacturer shall provide comprehensive certified performance curves and detail selections for the expected operating conditions.

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Proof shall be provided that the fan has been selected for a service life of 45 000 running hours under actual building service conditions.

Fans shall be both statically and dynamically balanced in the manufacturer's factory and shall be mounted on vibration isolating springs and shall be quiet in operation.

Critical speed of rotating components shall be at least twice the normal operating speed.

Sufficient care shall be taken during transport, delivery, storage, and installation on site, to ensure that fans are in "as new" condition at date of take-over.

Fan motors shall have variable speed control with VSD devices and with built in thermal overload switches which break the current to the motor when blocked or if the motor due to one reason or another has reached too high a temperature.

## 5. SOUND ATTENUATORS

The noise levels created by the mechanical equipment in occupied areas shall not exceed NC 30 in all occupied areas.

Sound attenuators shall be provided in positions as shown on the drawing and where the system attenuation alone is inadequate. Special attention shall be given to noise regeneration due dampers etc. inside duct work.

Tenderers are advised to calculate sound levels on the system offered before tendering. Where it is not possible to meet the specified sound levels due to the noise generated by equipment offered by tenderers or due to inadequacies in the building structure, or the design of the plant, such deficiencies shall be stated in the tender together with the Tenderer's recommendations and cost implications.

Duct mounted sound attenuators shall be of the proprietary manufactured type. Field fabricated sound attenuators for use in plenum chambers must be approved by the Engineer.

The absorption material shall be moisture repellent, odour free, not flammable, shall not burn or support combustion and shall be abrasion proof up to air speeds of 20 m/s.

The Contractor shall submit noise estimating sheets for all systems as well as the insertion loss ratings of sound attenuators for approval before ordering. Failure to do so may result in additional costs to the Contractor if noise levels in any area should exceed the specified limits.

## 6. EXTRACTION AIR HANDLING UNIT

Supply and install the new extraction air handling units, with primary dust filters, activated carbon cassette filters, Variable speed box fan, fume sensors and all electrical supply, connections and

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switching. The sensors must detect CO<sub>2</sub>, SO<sub>2</sub>, H<sub>2</sub>S and NO<sub>2</sub> gases. The sensors shall have outputs which shall be BACnet BMS compatible. The units shall be manufactured for outdoor conditions and shall be resistant to all outdoor conditions.

The units' controls and switching shall be inside the laboratories next to the canopies and easily accessible. All wiring shall be neatly installed in surface mounted trunking. The units shall have all relevant electrical protection against surges, overload and phase failures.

## 7. ROOFTOP PACKAGE AIR HANDLING UNIT

Supply and install the new rooftop packaged air handling unit, with primary and secondary filtration, DX cooling/heating coil, compressors, direct drive constant speed centrifugal fan, electrical connections, and controls. The units shall be similar or equal to Lab Craft fan filter units. The specifications are as follows:

Description	Laboratory number			
	L04	205	206	514
Air Flow l/s	560	560	700	420
Fumes	CO <sub>2</sub> , SO <sub>2</sub> , H <sub>2</sub> S, NO <sub>2</sub>	CO <sub>2</sub> , SO <sub>2</sub> , H <sub>2</sub> S, NO <sub>2</sub>	CO <sub>2</sub> , SO <sub>2</sub> , H <sub>2</sub> S, NO <sub>2</sub>	CO <sub>2</sub>
Primary washable filter	Yes	Yes	Yes	Yes
Activated Carbon cassette filter	Yes	Yes	Yes	Yes
Magnahelic pressure gauges on all filters	Yes	Yes	Yes	Yes
External static pressure Pa	330	429	418	352
VSD	Yes	Yes	Yes	Yes

The air handling unit shall further have the following features:

- The entire unit shall be manufactured from stainless steel grade 304.
- The fan shall be variable speed constant volume.
- The filters shall have positive holding clips and closed cell seals. Two sets of primary filters shall be supplied.
- There shall be double activated carbon cassette filters in series.
- The units shall have pressure switches over the filters which must be BACNET compatible to communicate to the BMS system.
- The units shall have fume sensors to detect leakages on the downstream side of the activated carbon filter. The Sensors must be BACNET compatible to communicate to the BMS system.
- The units shall be suitable for round PVC ducting connections on the suction and discharge sides.
- The units shall be mounted on galvanised steel frame.
- Each compartment of the unit shall have access panels for maintenance.

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The electrical requirements are as follows:

- Unit shall be supplied with DOL starter panel, with circuit breakers, contactors, and controls.
- The fans shall be supplied with VSD.
- The unit shall be fitted with phase failure/reverse protection.
- The unit shall be fitted with over and under voltage protection.
- The electrical equipment shall be housed in a weatherproof enclosure.

The activated carbon filters shall be of the V-cell cassette type with high specific absorption efficiency. The filters shall be self-supportive and rigid. The frames shall be high quality plastic. The filter media shall be activated carbon between synthetic layers. The filters shall be effective against petrol and diesel combustion gases, CO<sub>2</sub>, SO<sub>2</sub>, H<sub>2</sub>S, NO<sub>2</sub>, etc.

## 8. AIR DUCT SYSTEMS

Low velocity low pressure, medium and high pressure ductwork shall be manufactured from galvanized sheet metal and shall be round in cross-section except where otherwise specified. The ducting shall be smooth and not of the spiral type.

All internal air conditioning ducting shall be externally insulated with FRK thermal insulation blanket or approved equal. The insulation shall be fire retardant. Insulation must be completely sealed with a material which shall prevent insulation material to contaminate the building.

All external air conditioning ducting where applicable, shall be externally insulated with 25mm thick mineral wool and covered with galvanised sheet metal sheets which shall be waterproof. The insulation shall be fire retardant. Insulation must be completely sealed with a material which shall prevent insulation material to contaminate the building.

Ductwork shall be left unpainted.

Ductwork shall be suspended from the roof trusses and concrete slab by means of purpose made duct hangers to suit the weight of the duct. The spacing for the supports shall be in accordance with the manufacturer's specifications and the SABS requirements.

Ductwork shall comply with requirements of SABS 1238 - Air conditioning ductwork except where modified as follows:

Clause No.    Modification

- 8.1        The specification shall be applicable to both air conditioning and ventilation ductwork.
- 8.2        The sizes of ducts and fittings shall be the dimensions of the sheet metal.

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- 8.3 The material of galvanized sheet metal ducting shall be to ISCOR Specification SPE 140: Galvanized Slit Strip/Sheets.
- 8.4 The material for flexible joints shall, in addition to the requirements of clauses 3.5.1 and 3.5.2, be of neoprene impregnated fabric similar or equal to VENTGLAS. Ordinary canvas type flexible joints will not be allowed.
- 8.5 Access openings required for items (b) and (c) shall not be less than 500 x 500 mm. Access openings required for item (a) shall be large enough to allow for the removal of equipment.
- Access panels in insulated ductwork shall be of the double walled construction in accordance with 4.4.9.
- 8.6 Sizes of access panels shall be as specified in 4.4.1 above. Hinged panels shall be equipped with at least two hinges, two latches and one handle. Unhinged panels shall be provided with at least four latches and two handles.
- 8.7 Where sound attenuators are specified for axial flow fans, flexible joints shall be provided between the sound attenuator and ductwork. Sound attenuators shall be rigidly flanged to axial fans.
- 8.8 Flexible joint material shall be fastened to high pressure ductwork in accordance with Fig. 2 or suitable flanged connections.
- 8.9 In addition, flexible joints exposed to the weather shall be protected by means of galvanized sheet metal covers.
- 8.10 An approved sealant shall be applied to longitudinal and transverse joints of low, medium, and high pressure joints prior to the assembly of such joints.
- 8.11 Duct sizes shall be as indicated on the drawings issued with each service.
- 8.12 Table 3. Longitudinal seams for low pressure ductwork shall be in accordance with Fig. 6, 8 or 9 only for both steel and aluminium.
- 8.13 (a) The following conversion shall apply for the minimum sheet thickness specified.
- 0,6 mm nominal = 24 SWG (0,56)
  - 0,8 mm nominal = 22 SWG (0,71)
  - 1,0 mm nominal = 20 SWG (0,914)
  - 1,2 mm nominal = 18 SWG (1,22)
  - 1,6 mm nominal = 16 SWG

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(b) Transverse joints shall be formed by MEZ-flange as supplied by EUROPAIR or an approved equivalent. For duct sizes with the longest dimension more than 400 mm, transverse joints according to SABS 1238 may be installed.

8.14 Medium negative pressure systems shall have inward cross breaking.

Refer to Fig 28, Vanes in bends of which the throat radius exceeds 100mm, shall be 29 & 30 selected using CHART 6 in CARRIER SYSTEMS DESIGN MANUAL Part 2.

8.14 The SMACNA Low Pressure and High Pressure Duct Construction Standards shall apply in such cases where SABS 1238 are silent with regard to duct fittings and other low pressure or high pressure air handling equipment.

8.15 The installation of air conditioning and ventilation ducting shall be in accordance with SABS 0173 Code of Practice for the installation, testing and balancing of air conditioning ductwork.

8.16 Flexible ducts shall be of either the flexible metal type or spiral reinforced fabric type. The flexible metal type shall be of interlocked spiral construction of galvanized sheet steel or aluminium. The spiral reinforced fabric type shall consist of flame resistant, neoprene impregnated, and coated glass fibre fabric spirally stitched in over-lapping plies over a galvanized spring steel wire helix. Short turns in ductwork shall be avoided.

8.17 Flexible ducts which convey conditioned and return air shall be insulated externally.

8.18 Hanger rods shall be hot dip galvanized and left unpainted.

8.19 All rectangular duct elbows shall have a throat radius not less than 100mm and not larger than 150mm with a minimum of 3 guide vanes installed.

The radius of each of the three vanes shall be indicated on the subcontractor's shop drawings. On square ducts with the larger sectional dimension 200 mm or less guide vanes may be omitted altogether.

## 9. DIFFUSERS AND GRILLES

The supply air grilles shall be of the double deflection type, manufactured of extruded type 50S anodising grade aluminium with individually adjustable front horizontal and rear vertical louvres held in place by plastic friction grommets or wire.

The grilles shall be fitted with opposed blade dampers adjustable from the face of the grilles.

The grilles shall be duct mounted and ceiling mounted.



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The return air grille shall be of the fixed blade type, manufactured of extruded type 50S anodising grade aluminium. The return air grille shall be mounted in the wall. The return air grille shall be fitted with a filter box and filters.

The grilles sizes and capacities are shown on the drawings.

## 10. DUST COLLECTOR UNIT

The dust collector units shall be for dust extraction and air filtration from the laboratories mineral sampling, crushing, and screening machinery and product handling. The units shall be suitable for multiple ducted connections and for outdoor installations.

The units shall be totally enclosed with mechanical shake for filter cleaning. The shaker shall automatically be activated as soon as the fan is switched off. The filter type shall be at least 350GSM polyester needle felt. The filter housings shall have full size removable access doors.

The units shall be supplied with fan discharge sound attenuators. The noise NC level shall not exceed NC60 at discharge.

The units casing shall be galvanised steel finish. The units shall be supplied with all ancillary equipment to make the system fully operational, including stands, electrical supply and connections, controls, and dust storage drums.

**The units shall be similar or equal to the SADAC Mechanical Shake Dustmaster series, model DM.**

**Laboratory L01A:** The unit for Laboratory L01A must be similar or equal to Model DM1/14. The dust particles are <200µm fly ash dust. There are 3 mixers which each must have 2 x extraction points: one hood with flexible attachment and one aspiration point with flexible connection. Each extraction point shall have a manual damper. The unit air flow duty is 700 l/s @ 1,7 kPa. The ducting shall be round galvanised steel ducting suitable for air speeds of up to 30 m/s. Ducting shall be lock formed slip jointed riveted and space brazed with flanged connections. There will be an additional extraction point with flexible connection to material handling position.

## 11. FUME CABINETS (ref FC)

### 11.1 GENERAL CONSTRUCTION

The fume cabinets shall be of a double wall and compact design with a small footprint.

The cabinet shall offer operator protection achieved through and inward flow of laboratory air through the bottom aperture below the safety glass sash. The design shall be to protect the operator and the room from hazardous fumes by air barrier method.

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The air intake velocity shall range from not less than 0.5 m/s with the sash fully open to approximately 1.2 m/s with the sash fully closed.

The external casing shall be manufactured of epoxy powder coated steel.

The internal surface shall be polypropylene or grade 304 stainless steel or contour moulded resin impregnated fiberglass. If polypropylene internal surfaces are provided, each cabinet shall be supplied with a purpose made stand for hot plates. These stands shall ensure that the hot plates are kept away from the polypropylene so that it does not melt. The stands shall be manufactured from stainless steel.

Interior construction shall be such that corners are rounded for easy cleaning and prevention of corrosive material build-up. The internal surfaces shall be crevice free. No nuts and bolts shall protrude into the work area.

The internal baffle shall be of acid resistant resin-impregnated fiberglass and secured by polypropylene stand-offs.

The following shall be provided:

- 2No 16Amp plug sockets, on each side. Wherever possible electrical sockets should be mounted on the fume cupboard exterior instead of the interior. If an interior placement of electrical sockets is unavoidable, they should be of a minimum protection system of IP 44. They shall be switchable from the outside.
- Wet and dry service outlets.
- Vacuum, high pressure air, low pressure air points on the outside.
- Fan speed control and low air volume alarm with electronic airflow indicator.
- Fan on/off switch interlocked with scrubber unit.
- Light switch
- Audible and visual alarm in case of malfunction

The entire mechanical and electrical equipment of the fume cupboard shall be accessible via secure and suitable openings.

All warning and safety signage shall be provided as required by standards and regulations.

Each cabinet shall be supplied with an epoxy powder coated steel stand.

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### **11.2 SASH**

Each fume cabinet shall be provided with an electronic motorised sash mechanism.

The sash shall operate smoothly and open / close to pre-set positions controlled by micro switches. Control buttons shall be mounted in service panel of unit. The drive shall have a battery back-up so that the sash can be opened in the event of a power failure.

The sash shall be manufactured of toughened safety glass and the sash suspension cables shall be grade 316 stainless steel.

The sash shall be such that it cannot fall down in case of a failure of the suspension device. Closing and opening of the sash may not hold any risks of injuries. The sash should be stoppable in any position.

The safe operating position of the sash shall be indicated by a clear label on the outside of the cabinet.

### **11.3 LIGHTING**

The lighting shall provide a minimum of 800 LUX over the entire work surface.

The lighting shall be rated IP65.

Lighting shall be suitable for use within the environment it is situated.

### **11.4 FILTRATION**

For the application of NaOH, HCl and ethanol the units shall be fitted with Pleat filter modules and Carbon filter modules to suit the specified size and capacities. The filter modules and housings shall seal airtight and shall have access doors easily accessible for cleaning and maintenance. The filter modules shall have a tapered transition to the fan housing. The fans shall have a discharge to suit the laboratory layout.

### **11.5 EXTRACTION SYSTEM**

Fans to be constructed entirely from PVC with an external motor.

The fan shall be correctly sized according to the size and volume of the cabinet required.

All ductwork shall be from class 4 PVC ducting. All bends and joints to be PVC sealed. All bends shall be smooth with long radius to prevent air turbulence around corners. No sharp bends will be allowed.

Any ducting other than vertical ducting will have a minimum angle of not less than 15° to ensure any moisture is completely drained from all ducting and avoiding any collection points.

The fan speeds shall be variable speed controlled with pressure sensor to adjust fan speed based on the SASH opening status.

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## 12. PERCHLORIC ACID FUME CABINETS (ref PFC)

Perchloric acid fume cabinets shall be as described above for General Fume Cabinets, with the following additions/variatioins:

The cabinet shall have a seamless welded 316 stainless steel interior with the external casing manufactured of epoxy powder coated steel.

A built-in wash-down system shall be provided. The wash down system design shall be such that no wash down water falls onto the work surface. All internal piping and equipment shall be suitable for use with perchloric acid. The wash down system shall cover the entire extracted air path from the cabinet to the exhaust fan and shall be manually controlled from the front panel of the cabinet. It shall be complete with a reservoir and acid resistant circulation pump, piping, and spray nozzles. The pump shall be started manually when the cabinet is to be used and shall continue running until it is manually switched off. The wash down system design shall be such that no wash down water falls onto the work surface.

Each cabinet shall also be fitted with a shower type hand set for washing down the inside of the cabinet after use. A second reservoir shall collect this wash down water.

The two reservoirs shall be connected to the building drainage system so that they can be emptied manually once the acid has been neutralised. The operation of this cabinet shall be clearly documented in the operating and maintenance manual indicating the exact procedure required in using the wash down systems and the process required to neutralise the acid mix before discharge into the drainage system.

Replaceable PVC spray nozzles shall be provided as follows:

- 6No nozzles at the back of the internal baffle plate
- 4No nozzles above the internal baffle plate
- A spray nozzle inside the ductwork immediately after the fume cabinet outlet and before the top mist eliminator.

## 13. SCRUBBER UNITS

Scrubber units shall be installed in the plant space on the roof. Scrubber units shall be suitable for the specific application.

The scrubber units shall be the automated wet type.

The scrubber units will be manufactured entirely from PVC materials and include the following:

- 6 vertically mounted spray nozzles of the pigtail or spiral type

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- Packing medium for effective air distribution and effective mixing with the scrubbing medium
- Mist eliminator on the outlet side of scrubber
- Quick release couplings on all main supply and return water and drainpipes for ease during service or repairs
- PVC drain sump for diluted acids
- Low level alarm in holding sump
- Automatic shut off valve for topping up with fresh water
- Facility for monitoring PH levels
- Acid proof pump correctly sized for the volume of liquid pumped and the header height to all spray nozzles

The pH controller will be set at a high PH of 7.5 and low PH of 4.5

If the pH drops it will alarm automatically allowing the dosing pump to dose at 0- 3lt/H @ 10 bar, 220V, 50Hz IP65, 11W, 120strokes/mw using a PVC head and valve PTFE Diaphragm pump which will dose an alkaline if the PH is low and an acid if the PH is high the pump will switch itself off automatically once the PH is corrected.

#### 14. POWER POINTS

220V / 50 Hz power supplies must be provided at the equipment/cabinets and shall terminate in isolators near the units. Supply, installation, and connection to these isolators shall form part of this contract.

#### 15. INSTALLATION AND VALIDATION

All cabinets shall be installed and validated according to the relevant standards and regulations, particularly EN14175, SANS 10226 and ASHRAE 110. The records of these validation and commissioning data shall be included in the operating and maintenance manuals.

#### 16. CONTROLS AND BMS

##### Fire emergency:

All fume cupboards and other air-based laboratory equipment shall shut down upon a fire signal.

Ventilation systems and laboratory ventilation equipment shall automatically re-start via the BMS when the fire alarm has been re-set.

##### Power Failure:

All new and existing ventilation systems and laboratory extraction and ventilation equipment shall automatically re-start when power is restored.

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Existing ventilation systems and laboratory extraction systems shall be incorporated in the automatic re-start function when power is restored.

**BMS Requirements:**

The following list of items is provided to indicate the BMS features and indications that will generally be required. This list is indicative only and a detailed points list and system functions shall be developed by the design-and-supply controls specialist as employed by the successful tenderer as part of this contract. The Laboratory Equipment Specialist Contractor under this contract shall collaborate with the BMS specialist to ensure that the laboratory equipment controls and monitoring features are provided as required.

ITEM / EQUIPMENT	BMS REQUIREMENTS
<p><b>Specialist Ventilation – Fans – 19No</b></p>	Status On Indication
	Status Off Indication
	Common Fault Alarm
	Monitor Airflow Through a Flow Switch
	VSD Status (If Applicable)
	Filter Pressure Loss (Each Filter Section)
	Filter Dirty Alarm
	On/Off Switching Via Signal from Fume Cupboard or Fume Hood (For Associated Applicable Fans)
	Interlocking of Extract and Make-Up Air Serving Fume Cupboards and Fume Hoods. Raise Alarm If Either Fails
<p><b>Specialist Ventilation – Scrubbers – 11No</b></p>	Status On Indication
	Status Off Indication
	Fault Alarm
	Monitor Airflow Through a Flow Switch
	VSD Status (If Applicable)
	Filter Pressure Loss (Each Filter Section)
	Filter Dirty Alarm

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	On/Off Switching Via Signal from Fume Cupboard or Fume Hood (For Associated Applicable Scrubber)
	Interlocking Of Extract and Make-Up Air Serving Fume Cupboards and Fume Hoods. Raise Alarm If Either Fails
<b>Specialist Ventilation – Fume Cupboards – 46No</b>	On/Off Indication
	Fault Alarm

## 17. GENERAL REQUIREMENTS

### 17.1 GENERAL

This specification is for the new extraction systems, fume cupboards and scrubbers, and the servicing and repairs to existing laboratory equipment, at the Council for Geoscience Buildings, Silverton, Pretoria.

Conflicts, errors, or discrepancies found in the specification, drawings or any other documentation issued in connection with this contract shall be brought to the design engineer's attention for resolution. Any deviations from the specification, drawings and/or equipment specified shall be listed together with the alternatives offered. Failure to do this will not relieve the successful Contractor of the obligation to execute such items in accordance with the intentions of the design package. If no deviations are listed, it will be assumed that the installation shall comply with all the relevant technical parts of this specification.

All installations shall be complete in all respects. The contractor shall allow for the installation and successful operation of the complete installation. All materials and components shall be provided as deemed to be good practice, logical, in accordance with the relevant standards/regulations and necessary to achieve the intended functional requirements of the installation. This shall apply irrespective of whether every single item is specified or not. All work shall be carried out by skilled personnel.

### 17.2 SITE LOCATION AND EXTERNAL DESIGN CRITERIA

Site Location	Council for Geoscience, 280 Pretoria Street, Silverton, Pretoria
External design temperature summer	33 °C db / 19.2 °C wb
External design temperature winter	1.1 °C saturated
Altitude above sea level	1400

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### **17.3 COMPLETION DATE AND PROGRAM**

The successful Bidder for this contract, will be required to liaise with his subcontractors so that the programme is coordinated between the various entities and so that the execution of works is performed in a coordinated, organised, and logical manner.

Directly after acceptance of his tender, the Contractor shall submit time schedules for each activity for which he is responsible.

A copy of the program (and revisions thereto) shall be submitted to the Engineer well within time and at regular intervals.

The Contractor related to this contract is required to maintain a rate of progress satisfactory, at all times, to the overall progress on site, in accordance with his Programme, and carry out any particular section of the work when called upon to do so. He is also to co-operate in this respect with other Subtrades/Contractors employed on this project.

The following items, as a minimum, shall be programmed in consultation with the subcontractors:

- Working drawings
- Approval of working drawings
- Equipment detail submission for approval
- Ordering of material and equipment
- Ducting installation
- Equipment installation
- Electrical and controls installation
- Commissioning and testing
- Final inspection

### **17.4 FINISHING AND TIDYING**

Progressive and systematic finishing and tidying will form an essential part of the works. On no account must spoil, rubble, materials, equipment, or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede activities or pose safety risks that are not managed and mitigated. Finishing and tidying must be done on a daily basis and not simply be left to the end of the contract. All finishing and tidying shall be carried out to the best advantage of the project as a whole.



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### **17.5 SCAFFOLDING AND PLANT**

All plant required for the execution of the contract shall be supplied by the Contractor under this contract. This shall include scaffolding, lifting equipment, cranes etc. which may be necessary to complete the installation.

### **17.6 SUPERVISORY STAFF**

The Contractor is to appoint a representative in the form of a qualified engineer/technologist/technician, or other representative with a qualification and experience as approved by the engineer and design team. This representative shall be the Contract Manager in supervisory charge of all work carried out under this Contract.

This Contract Manager is to be experienced in work of a similar nature. He is to be in continuous attendance on site from the commencement of works under this Contract, until the date of Practical Completion and hand-over to the Employer. He shall not be transferred to other work without the prior consent of the Consulting Engineers and the Employer. The Contracts Manager is to be supported by such staff as are appropriate and necessary for the proper execution of the works.

At all times while on the premises, all artisans and labour members shall wear clothing which complies with current Health and Safety Regulations.

Works of the specific trades involved under this contract shall be done by, or at all times be under the personal supervision of a qualified artisan (or qualified technician) in the respective trades.

### **17.7 SITE MEETINGS AND INSPECTIONS**

The Contractor's Contract Manager shall attend all site meetings as arranged by the Engineer/Client and shall arrange the required site meetings/inspections related to this contract in specific, as required.

The Contractor's Contract Manager shall ensure that works are ready for inspection when a site inspection/visit is required from the engineer and shall arrange site inspections in a timely fashion with adequate notice to all involved parties.

At least 3 days prior to site inspections, all documentation applicable to the inspection, such as testing certificates and commissioning data etc., shall be provided for evaluation.

### **17.8 QUALITY OF MATERIALS AND WORKMANSHIP**

All materials shall be new, undamaged, and free from rust or other defects. Only approved material of the best quality shall be used. All materials shall have a minimum

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one year guarantee and shall be materials/equipment that is currently in production at the time of installation, and there shall be no known obsolescence.

The Contractor shall, upon the request of the Engineer, furnish him with documentary proof to his satisfaction that the materials are of the quality specified. Samples of materials for testing, if required, shall be supplied by the Contractor, free of charge.

Where applicable, all material shall be in accordance with the relevant standard specifications of the South African Bureau of Standards and/or the British Standard Specifications as relevant.

The installation shall be carried out according to the latest modern engineering practices.

All equipment offered shall operate well within the manufacturer's ratings, and equipment to be operated beyond these limits will not be considered.

The Engineer reserves the right to reject any work or part thereof that, according to his judgement, does not meet the highest standards of material and workmanship and to enforce replacement of the work at the expense of the Contractor.

#### **17.9 ORDERING AND RATINGS OF EQUIPMENT**

The Contractor shall submit the sizes and rating of all the equipment offered to the Engineer for approval prior to purchasing or ordering such equipment.

All equipment offered shall operate well within the manufacturer's ratings, and equipment to be operated beyond these limits will not be considered.

The Contractor shall ensure that procurement details of materials are duly submitted to the main contractor to be incorporated in the main contract program.

The Contractor shall avoid delays by submitting details of alternative manufacturers or types of materials/products to the consulting engineer/principal agent in time to comply with the agreed program of the Works.

All materials/products necessary for the completion of the Works shall be ordered immediately after receipt of comments received and/or instructions to proceed. No delay to practical completion, or completion of any part thereof caused by delays in ordering will be accepted.

The contractor shall make the necessary adjustments to equipment ratings to be suitable for the local altitude and other location factors of the site.

Where the reference is made to "equal standard" or "equivalent and approved", it is meant that the Contractor/Tenderer's proposed equipment shall be of equal standard and with equal

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operational features as what is stated in the specification/drawings. The equipment shall meet all the functional requirements as conveyed in the tender package and design intent drawings. Alternatives as proposed by the Contractor/Tenderer shall not be allowed unless approved by the Engineer. The onus shall be on the Contractor/Tenderer to provide adequate information and literature to substantiate suitability of the alternatively proposed equipment or other materials.

Built-up units will not be acceptable if standard factory-made brand articles exist, and do meet the specification requirements, unless prior approval in writing has been obtained from the Engineer.

The continuous successful operation of the system is dependent on good maintenance and the availability of spares. It is therefore important that Tenderers only include for equipment with good local representation that can provide on after sales services.

#### **17.10 ROOM TERMINAL LOCATIONS**

The positions of all connection points, accessories, apparatus, equipment, and other room terminals shown on the tender drawings are approximate and for guidance in the preparation of the tender.

The Contractor shall agree with the main contract administrator/principal agent which terminals are subject to final on-site positioning and allow for the movement of all such terminals from the positions shown on the drawings.

Mounting heights indicated in tender documents are for tender purposes only. Confirm mounting heights with the main contract administrator/principal agent before commencing work on site.

#### **17.11 SPACE REQUIREMENTS AND ACCESS**

Before ordering equipment the Contractor shall ensure that the equipment offered by them can be installed in the available space as shown on the construction drawings. Should it be found at a later stage that the equipment offered does not fit, all costs arising from the rectification of this problem shall be for the Contractor's account.

The equipment shall be installed in such a manner that complete access is provided for operating and maintenance purposes.

The Contractor shall also ensure that the equipment offered by them will pass through available building openings. Large equipment shall be made up in sections and each section shall be small enough for access through doors and other building openings. All additional

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costs involved for the modification of equipment or to change the make of equipment in order to allow access shall be for the account of the Contractor.

#### **17.12 METHOD STATEMENTS**

The Contractor will be required to produce a Risk Assessment and Method Statement describing in detail his procedures for carrying out each aspect of the work. The documentation will be required prior to commencement of the works.

#### **17.13 SUBMITTAL OF DRAWINGS AND OTHER DOCUMENTATION**

##### **a. DEFINITIONS**

###### Schematic drawing:

A line diagram describing the interconnection of components in a complex system. A two dimensional layout drawing with divisions to show the distribution of the system between building levels. Or an isometric style layout indicating the distribution of systems across individual floor levels. The drawing is not necessarily constructed to scale. The drawing includes all functional components which make up the system. The drawing includes appropriate services distribution sizes not shown elsewhere.

###### Detailed design drawing:

A drawing showing the intended locations of plant items and service routes in such detail as to indicate the design intent. The drawing will not indicate the precise position of services, but it should be feasible to install the services within the general routes indicated. It should be possible to produce co-ordination drawings or installation drawings without major re-routing of the services.

###### Working drawing or installation drawing:

A drawing showing the inter-relationship of engineering services, their relation to the structure and building fabric and including all components of the works as required for the successful installation of the systems. These drawings are normally developed from the tender or detail design drawings. The drawings shall reflect the actual equipment and other material sizes and details that the contractor is proposing to order.

Working/installation drawings shall include provision for all supports and fixings, insulation, standard fittings and components as necessary to install the works and shall incorporate shop drawing information and manufacturer's drawing information.

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Floor plans and sections shall be provided in not less than a scale of 1:50, with plant rooms and details in a scale not less than 1:20. A minimum of 2 copies of these drawings shall be submitted to the Engineer for approval prior to installation and 2 copies of the drawings shall be submitted once approved.

Shop drawings:

Drawing prepared by a fabricator or supplier that the contractor is proposing to utilize. Including supplier's drawings for ductwork, pre-fabricated pipework, sprinkler systems, control and switchgear panels and associated internal wiring.

Builder's work drawing:

Drawing to show requirements for building works necessary to facilitate the installation of the engineering services (other than where it is appropriate to mark out on site). All building requirements are to be indicated on these drawings to meet the dimensional requirements of the equipment and materials to be installed by the Contractor.

Controls Logic Diagrams:

Diagrams, drawings and/or schematic details of all control components and instruments showing the layout with each item uniquely identified together with a description of the controls operation and details of the associated interlocking.

Electrical drawings:

Drawings showing the construction and internal wiring diagrams of the starters, panels and/or other devices. These include switchboard layouts, circuit diagrams, interconnection diagrams, and cable and equipment schedules as applicable to the installation.

These drawings shall clearly show the actual electrical loads and requirements of all final and actual equipment to be installed. Refer also to the electrical section in the specification.

As built drawings:

The drawings shall show the building and services installations as installed at the date of practical completion. The main features of the drawings should be as follows:

- Provide a record of the locations of all the systems and components installed including pumps, fans, valves, strainers, terminals, electrical switchgear, distribution, and components.
- Use a scale not less than that of the installation drawings.
- Have marked on the drawings the positions of access points for operating and maintenance purposes.

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**b. DRAWINGS AND OTHER DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR**

Any work done by the Contractor without an approved drawing shall be at the Contractor's own risk, and any changes required to conform with the contract documents or co-ordinate his work with other trades, shall be for the account of the Contractor.

The review and approval of drawings by the consulting engineer shall not relieve the Contractor of his responsibilities to carry out the work in terms of the contract documents.

The following drawings are to be submitted by the Contractor, unless agreed otherwise with the consulting engineer.

Working/Installation Drawings and Shop Drawings:

The Contractor shall prepare his own set of working/installation drawings covering all aspects and coordination of existing services of the contract works and shall submit these and all shop drawings for comment and approval.

The drawings shall be submitted prior to any installation work commencing on site. A period of 5 working days upon receipt of drawings by the engineer shall be allowed for the commenting and evaluation of the drawings.

The Contractor shall make any necessary amendments without delay. Unless and until it is confirmed that resubmission is not required, resubmit for further checking and comment, and incorporate any necessary amendments all as before.

The installation drawings shall be updated during the contract period and shall be included in the operation manual at the end of the contract period as "As Built" drawings.

Builder's Work Drawings:

Shall be submitted by the Contractor to the main contractor/Client and consulting engineer, within two (2) weeks of site handover or in the case where the Contractor is appointed after site handover, within two (2) weeks of appointment.

**All builders work shall form part of this contract.**

Electrical Drawings:

Shall be submitted by the Contractor to the consulting engineer, within two (2) weeks of site handover or in the case where the Contractor is appointed after site handover, within two (2) weeks of appointment.

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#### **17.14 MAINTENANCE AND GUARANTEE**

All equipment supplied and work done as part of this contract shall be guaranteed for a period of one year (12 months) from date of practical completion.

All equipment supplied as part of this contract shall be maintained for a period of THREE YEARS (36 MONTHS) from date of practical completion. All equipment to be serviced and maintained as per the recommendations and prescriptions of the equipment suppliers.

The Contractor shall newly replace all consumables/parts such as filters, belts etc. at the start of the maintenance period, i.e. the practical completion date, as well as at the end of the maintenance period, i.e. final completion date.

The Contractor is responsible for all material and labour during the maintenance period.

The Contractor shall visit the installation uninterrupted and do the scheduled maintenance as prescribed in the operating instructions. On completion of the monthly visit a full report shall be prepared and submitted to the Engineer within seven (7) days from the visit.

In case of a breakdown, the Contractor shall react within reasonable time and repair the installation to the satisfaction of the Engineer. Should the Contractor, in the discretion of the Engineer, not react within reasonable time, the Engineer shall commission another Contractor and the cost thereof shall be recovered from the defaulting Contractor.

#### **17.15 PAYMENT CLAIMS**

In addition to the conditions of contract, the Contractor shall attach to his application for payment an explanation of material cost and labour cost.

The following information is required with respect to material and labour:

- Estimated percentage delivered/completed at date of the previous claim.
- Estimated percentage delivered/completed at date of current claim.
- Total cost claimed at date of previous claim.

Although this is a fixed price contract, re-measurement of the works and agreement on quantities will take place throughout the course of the project. Any price discrepancies will be addressed as they arise with variation orders. The contractor will be responsible for re-measurement, with checking and approval by the Engineer.

No payments will be made for claims which are not accompanied by the updated measurement of work done.

Only materials on site with appropriate evidence thereof shall be paid for. No payments shall be made for off-site materials and equipment.

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#### **17.16 GENERAL PAINTING WORK**

Where applicable the painting specifications as described below shall apply.

Iron and steel surfaces shall be thoroughly cleaned by removing all dirt, oil, scale and rust by brushing and sanding until a clean shiny surface is obtained. Hereafter a metal primer shall be applied.

Galvanised surfaces shall be cleaned with a galvanizing cleaning agent and then washed with clean water to remove the factory applied protection against white rust. Hereafter a calcium plumbate primer shall be applied, followed by an undercoat between 24 and 72 hours after application of the primer.

Other surfaces shall be cleaned by removing all dirt and a primer as specified by the paint supplier for the particular surface shall be applied.

The primer coat shall be followed by a matt undercoat and a final topcoat of high gloss enamel of an approved colour. Each layer of paint shall be clearly distinguishable from each other by means of different colours and each layer shall be properly sanded before the following coat is applied.

All paint shall at least be of SABS quality for industrial use. Equipment shall be painted according to the National Colour Standards for Paint, SANS 1091.

#### **17.17 DAMAGE AND PROTECTION OF WORKS AND EQUIPMENT**

The Contractor shall take all precautions necessary for the protection of life, equipment, and property in connection with the works during installation.

The Contractor shall be held completely responsible for any damage of equipment during transport and installation, as well as any damage to the building and shall repair any such damage at his own expense. Where equipment cannot be repaired to an "as new" condition, it will be completely replaced at the expense of the Contractor.

Equipment delivered to site shall be stored in a well-protected area where it cannot be damaged by either the weather or other trades.

#### **17.18 STEELWORK AND SUPPORT SYSTEMS**

The Contractor shall provide all secondary steelwork support systems, frames, steelwork plant bases, access ladders/steps and distribution services support systems under this contract.



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### **17.19 WELDING WORK**

Welding shall be carried out in accordance with the current edition of SANS 10044 and all other relevant SANS document relevant to the specific type of welding to be undertaken. All welding shall be performed according to the latest technology and where exposed, it shall be smoothly finished off. A hot works permit will be required prior to any welding work.

### **17.20 TESTING AND COMMISSIONING**

The Contractor shall perform the following duties related to the testing and commissioning of services under this contract:

- The installation shall be commissioned in accordance with a recognised commissioning procedure or code.
- Agree the commissioning program with the main contractor to include for pre-commissioning checks, setting to work, commissioning and performance testing, commissioning witnessing and allow for all costs incurred.
- Give duly notice and state any requirements for the attendance and co-operation of others. This notice shall be a period of no less than 10 working days.
- Provide all necessary facilities and access to enable tests to be witnessed and inspections to be carried out either on site or at manufacturer's works.
- Allow and arrange for the validation/data checking of all systems being commissioned to be witnessed and random checks to be performed. This shall include the checking of performance, duties and operation of all system components including water and air flow rates, temperature, pressure, etc. at all terminals and strategic points within the system. No acceptance of any commissioning data shall be given without the above checks having been performed. All commissioning data sheets and associated documentation required for the proper validation of the systems shall be made available at least 5 working days before requested site visits and commissioning witnessing dates.
- The Contractor shall provide full method statements for all testing and commissioning and agree these prior to commencing any testing and pre-commissioning. These shall include all water and chemical treatment, pressure testing, flushing, chemical clean, setting to work, balancing, commissioning, and acceptance procedures.
- Appoint an "approved and qualified representative", to supervise the whole of the testing, commissioning, performance testing and instruction of future maintenance staff.

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- Provide all specialised personnel (including manufacturer's representatives) and co-ordinate their activities.
- Test all equipment, material and systems. If an inspection or test fails, repeat the procedure, until satisfactory results are obtained.
- Complete all tests before any paint, cladding or similar materials are applied or before services are concealed.
- Ensure all requirements such as cleanliness, protection from harmful external and internal elements, etc. are provided prior to commencement of commissioning.
- Following satisfactory completion of testing and when the installations are in a safe and satisfactory condition, set to work, regulate and adjust, as necessary, to meet the specified design requirements.
- Provide all necessary instruments and recorders to monitor systems during commissioning and performance testing.
- Provide test equipment that has been subject to a quality assurance procedure and complies with national and local standards.
- Do not start performance testing, including system demonstration, system proving or environmental and capacity testing, until commissioning of the system is completed.
- Maintain on site full records of all commissioning and performance testing, cross referenced to system components and on completion of the Works include a copy in each Operating and Maintenance Manual.
- Provide all certification documents for approval before any system is offered for final acceptance.

## **17.21 OPERATING AND MAINTENANCE MANUALS**

### General:

The Contractor shall submit one (1) draft hard copy and one (1) digital copy of the Operation and Maintenance Manuals and As-built drawings to the Engineer prior to commissioning or at an alternative agreed date, for checking, evaluation and comment purposes and shall allow at least ten (10) working days for the commenting process. The Contractor shall incorporate all comments and re-submit the revised manuals. The Contractor shall allow for temporary inserts and clearly list items such as commissioning data that are not yet available for

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inclusion in the manuals. Such information shall be submitted as soon as possible and no later than one (1) week before the planned practical completion date.

The Contractor shall submit the commented, approved and finalized Operation and Maintenance Manuals and As-Built drawings at or prior to Practical completion. Three (3) hard copies and three (3) digital copies shall be submitted. The comment and approval of the manuals shall be a pre-requisite for Practical Completion and no Practical Completion shall be given without fully approved Operating and Maintenance Manuals inclusive of all relevant drawings and other documentation as stated in this specification.

The operation manuals shall be sturdily bound in a strong hard cover. Material in the manual shall be clear, legible, and well-arranged and provided with an index.

- Documentation shall clearly record the arrangements of the various sections of the Works as actually installed and identify and locate all component parts.
- Documentation shall make it possible to comprehend the extent and purpose of the Works and the method of operation thereof.
- Documentation shall set out the extent to which maintenance and servicing is required and how, in detail, it should be executed.
- Documentation shall provide sufficient, readily accessible and proper information to enable spares and replacements to be ordered.

Information in the documentation shall be correlated so that the terminology and the references used are consistent with those used in the physical identification of the component parts of the installations.

The Contractor shall show, as required, throughout the execution of the Works that complete and accurate records are being maintained and that the record documents are being progressively compiled as the work on site proceeds.

Content:

The operating and maintenance manuals shall include:

- A full description of each of the systems installed, written to ensure that the Employer's staff fully understand the scope and facilities provided.
- A description of the mode of operation of all systems including services capacity and restrictions.
- Diagrammatic drawings of each system indicating principal items of plant, equipment, valves etc.

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- Details of how to re-commission so that complex plant services within the building can be re-commissioned by an engineer without any historic knowledge of the systems.
- Full size and reduced A3 copies of all drawings together with an index.
- Legend of all colour-coded services.
- Schedules (system by system) of plant, equipment, valves, etc., stating their locations, duties, and performance figures. Each item must have a unique number cross-referenced to the record and diagrammatic drawings and schedules.
- The name, address, and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers.
- Manufacturer's technical literature for all items of plant and equipment, assembled specifically for the project, excluding irrelevant matter and including detailed drawings, electrical circuit details and operating and maintenance instructions.
- A copy of all Test Certificates, Inspection and Test Records, Commissioning and Performance Test Records (including, but not limited to, electrical circuit tests, corrosion tests, type tests, start and commissioning tests) for the installations and plant, equipment, valves, etc., used in the installations.
- A copy of all manufacturers' guarantees or warranties, together with maintenance agreements offered by subcontractors and manufacturers.
- Copies of Insurance & Inspecting Authority Certificates and Reports.
- Starting up, operating, and shutting down instructions for all equipment and systems installed.
- Control sequences for all systems installed.
- Schedules of all fixed and variable equipment settings established during commissioning.
- Procedures for seasonal changeovers and/or precautions necessary for the care of apparatus subject to seasonal disuse.
- Detailed recommendations for the preventative maintenance frequency and procedures which should be adopted by the Employer to ensure the most efficient operation of the systems.
- Details of lubrication systems and lubrication schedules for all lubricated items.

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- Details of regular tests to be carried out (e.g., water cooling towers etc.)
- Details of procedures to maintain plant in safe working conditions.
- Details of the disposal requirements for all items in the works.
- A list of normal consumable items.
- A list of recommended spares to be kept in stock by the Employer, being those items subject to wear or deterioration and which may involve the Employer in extended deliveries when replacements are required at some future date.
- A list of any special tools needed for maintenance cross referenced to the particular item for which required.
- Procedures for fault finding.
- Emergency procedures, including telephone numbers for emergency services.
- Back-up copies of any system software.
- Documentation of the procedures for updating and/or modifying software operating systems and control programs.
- Instructions for the creation of control procedure routines and graphic diagrams.
- Details of the software revision for all programs provided.
- Two back-up copies of all software items, as commissioned.
- Contractual and legal information including but not limited to details of local and public authority consents; details of design team, engineers, installation contractors and associated subcontractors; start date for installation, date of practical completion and expiry date for the defects liability period; details of warranties for plant and systems including expiry dates, addresses and telephone numbers.
- The manuals must contain all commissioning datasheets and certification.
- Provide electronic copies of all Operating and Maintenance documentation in disk format, fully indexed.

#### **17.22 LATE SUBMITTAL OF OPERATING AND MAINTENANCE MANUALS AND DRAWINGS**

The Contractor shall provide attendance, at no expense to the Employer, to put into service, operate 24 hours a day and maintain the systems to the Employer's requirements, including the provision of suitable competent labour, in the event that the As-Built drawings and

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Operation and Maintenance Manuals are not available when the works would, in the opinion of the principal agent and consulting engineer, otherwise qualify for Practical Completion.

In the event of the Contractor failing to provide this service satisfactorily the Employer shall be entitled to make his own arrangements and recover the full cost through the Contract.

### **17.23 CLIENT STAFF TRAINING**

The Contractor shall be responsible for the training of the Client's site staff after the commissioning has been completed. The site staff shall receive enough instructions to ensure that they are fully conversant with the equipment concerned. The operating manuals shall be used during training. Upon completion of training exercise, the Contractor is to obtain the proprietor's representative's written acceptance of this handover tuition, thus acknowledging his complete understanding of the operation procedures for this installation.

Site staff shall be instructed on:

- the general operating method;
- starting and stopping instructions;
- stopping the plant in an emergency and warning against restarting after an emergency;
- positions and normal settings of control equipment;
- safety measures;
- checking/inspection and replacement requirements and frequency thereof
- name, address and telephone number of competent person responsible for the maintenance of the plant.

### **17.24 IDENTIFICATION AND LABELLING OF SERVICES AND EQUIPMENT**

All services shall be clearly and appropriately identified and labelled.

Reticulation services such as piping and ducting shall be fitted with colour bands, the service identification, and directional arrows.

Equipment shall be fitted with identification labels.

Samples of identification methods that the contractor proposes, shall be submitted to the engineer for review, prior to ordering and installation.

All identification and labelling methods shall be in accordance with the relevant SANS, British Standards or better.

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In the case where existing equipment is not properly labelled, incorrectly labelled, or not labelled at all, the contractor will label the equipment as part of this contract.

#### **17.25 METER READINGS**

If applicable and where meters form part of this contract, the Contractor shall record readings of all utility meters immediately on completion of the Works and submit to the Employer/Employer's representative.

### **18. SUBMISSION OF PROPOSALS**

18.1 Bid documents should be placed in the tender box at the aforesaid address on or before the closing date and time (as specified above).

18.2 Bid documents will only be considered if received by Council for Geoscience before the closing date and time, regardless of the method used to send or deliver such documents to Council for Geoscience.

18.3 The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response for all stage of evaluations, being, the administrative, mandatory, functionality and price & specific goals.

18.4 The bidders are required to submit three (3) copies of their submission (1) original and two copies (2) by Closing date 22 May 2024 at 11:00am.

### **19. DEMONSTRATION AND PRESENTATION**

Council for Geoscience **may** schedule presentations/demonstrations **only** with the short-listed Bidders as part of the bid evaluation process.

### **20. EVALUATION AND SELECTION APPROACH**

All tender applications will be evaluated according to the following approach,

- a) Administrative Evaluation Criteria (to determine whether the documentation has been completed correctly)
- b) Mandatory Evaluation Criteria
- c) Functional Evaluation Criteria
- d) Price and Specific goal(s)

Council for Geoscience has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

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Administrative Evaluation Criteria (Gate 1)	Mandatory Evaluation Criteria (Gate 2)	Functional Evaluation Criteria (Gate 3)	Price and Specific Goal Evaluation (Gate 4)
Only bidders who fully complied with administrative requirement submitted <b>all</b> compulsory documents will proceed to Gate 2	Only bidders who fully complied with the mandatory requirements will be evaluated for Functional Evaluation Criteria. Which is Gate 3	Only bidders who achieve <b>80</b> points thresholds will proceed to Gate 4	Price and Specific Goals.

*The CGS retains the right not to award the tender to the lowest bidder.*

### 20.1 Administrative evaluation criteria

Document that must be submitted	Non-submission may result in disqualification	
Invitation to Bid – SBD 1	<b>YES</b>	Complete and sign the SBD1 form
Declaration of Interest – SBD 4	<b>YES</b>	Complete and sign the SBD4 form
Preference Point Claim Form – SBD 6.1	<b>YES</b>	Complete and sign the SBD6.1 form
Registration on Central Supplier Database (CSD)	<b>YES</b>	The companies must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered, proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit proof of registration.

Bidders who do not submit the requested administrative documents, will be given a maximum of 2 working/business days to submit, failure will render the bid response/submission as unacceptable, and therefore be disqualified. This is in exception of SBD 6.1 that must be completed correctly with the original bid submission and none submission or incomplete submission will results in no scoring of points for specific goals.

Bidders who are not tax compliant will be afforded seven working days to correct non-compliance in the CSD; failure will render the bid unacceptable and be disqualified. Bidders must submit proof of tax compliance within the seven-day period, in line with Instruction note 09 of 2017/18, section 4.2.



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## 20.2 MANDATORY EVALUATION CRITERIA

Bidders must submit the following documents and failure to comply with all the requirements will lead to disqualification:

1. Valid CIDB 7ME grading or higher registration certificate
2. Valid COIDA letter of good standing or cover for same.

**Important note:** Subcontracting and/or Joint venturing that other specialist works/part/components are required (Electrical Engineering - EB and Water supply and plumbing - SO), should be done by relevant CIDB registered contractors.

## 20.3 FUNCTIONAL EVALUATION CRITERIA:

<b>Criteria for Evaluation</b> (refer to the scope of work and technical specifications)		
NO	CRITERIA	MAX POINTS
1	<p><b>Contracts Manager (off site)</b> The bidder must provide the CV of the offsite contracts manager showing at least 3 years relevant experience:</p> <ul style="list-style-type: none"> <li>• No CV provided, CV provided with irrelevant experience or less than 3 years =0 points</li> <li>• CV provided with three (3) years' relevant experience. =5 points.</li> <li>• CV provided with more than three (3) up to five (5) years relevant experience= 10 points.</li> <li>• CV provided with more than five (5) years relevant experience = 25 points.</li> </ul>	25
2	<p><b>Construction Manager/Site Agent (full time on site)</b> The bidder must provide the CV of the onsite construction manager showing at least 5 years relevant experience:</p> <ul style="list-style-type: none"> <li>• No CV provided, CV provided with irrelevant experience or less than 5 years = 0 points</li> <li>• CV provided with up to five (5) years relevant experience =15 points.</li> <li>• CV provided with more than five (5) years relevant experience = 25 points.</li> </ul>	25
3	<p><b>Project Experience and References</b> Bidders must provide signed completion certificates or verifiable reference letters for concluded projects in laboratory extraction and ventilation systems:</p> <ul style="list-style-type: none"> <li>• No certificates or letters submitted = 0 points</li> <li>• One certificates or letter with contactable reference submitted = 10 points</li> <li>• Two certificates or letters with contactable references submitted =15 points</li> <li>• Three certificates or letters with contactable references submitted = 25 points</li> </ul> <p><b>NB The onus is on the bidder to ensure that the contact details of client provided in the reference letters are valid/verifiable.</b></p>	25

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<b>4</b>	<p><b>Project Execution Plan, including quality control, testing, and commissioning.</b></p> <p>The contractor is required to submit a project execution plan indicating construction period of 6 months or less including but not limited to activities, lead time, dependencies, critical path items and milestones. Plans that are more than 6 months will not be considered.</p> <ul style="list-style-type: none"> <li>• No project execution plan or an irrelevant plan submitted =0 points</li> <li>• Project execution plan partially illustrating elements listed above = 10 points</li> <li>• Project execution plan illustrating all elements listed above =25 points</li> </ul>	<b>25</b>
<b>Total evaluation points</b>		<b>100</b>

**The minimum threshold to be met is 80 points and failure to comply will lead to disqualification.**

**21. PRICING**

When completing the Bill of Quantities pricing on the provided, kindly take note of the following:

- All pricing to be quoted in South Africa Rands. Where your product is influenced by foreign currency fluctuations, kindly stipulate the exchange rate used. Note that any foreign exchange risk remains that of the supplier. Any exchange control approval remains the responsibility of the supplier. All fees and expenses are inclusive of any export and import tax.
- Cost of implementation must include disbursements and expenses (all-inclusive but marked as such)
- All pricing quoted must be inclusive of VAT.
- Pricing details shall remain valid for the contract period.

Bidders must quote based on a fixed-price approach. No variations to the contract price will be allowed once the fee has been approved.

Bidders are requested to use the information provided to develop and propose a model solution for the CGS and provide a break-down of the pricing for the production and disaster recovery sites as follows (Estimate 150TB growth per year):

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## 21.1 BILL OF QUANTITIES

Bidders to refer to annexure A for a detailed BOQ sheet, the sheet must be fully completed and submitted with the bid. No alteration must be made on the BOQ.

### SUMMARY OF BILL OF QUANTITIES

ITEM NO	DESCRIPTION	TOTALS
1	SECTION 1200A: PRELIMINARY AND GENERAL	
2	SECTION 1: GENERAL REQUIREMENTS	
3	SECTION 2: BLOCK D - WORK ON EXISTING EQUIPMENT	
4	SECTION 3: BLOCK D - NEW EQUIPMENT	
5	SECTION 4: BLOCK D - UPGRADES ON EXISTING EQUIPMENT	
	<b>Total Bill of Quantities</b>	
	<b>VAT at 15%</b>	
	<b>Sub Total Bill of Quantities inclusive of VAT</b>	
	<b>Contingency 15%</b>	
	<b>Total Bill of Quantities inclusive of VAT</b>	

#### a. Price and Specific Goals

This bid will be evaluated on the 80/20 preference point system. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

#### a) Stage 1 – Price Evaluation (80 Points)

Criteria	Points
<b>Price Evaluation</b> $P_s = 80 \text{ or } 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

The following formula will be used to calculate the points for price:

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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**b) Stage 2 – Specific Goals Evaluation (20 Points or 10 points)**

**a. Specific Goals Points allocation**

Specific Goal Status level of Contributor	Number of Points
1. 51% or more Black Ownership	10
2. 30% or more Women Ownership	10

Specific goals points will only be allocated to bidders on submission of the following:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1)
- Submit a valid Certified accredited SANAS BBBEE certificate, DTI Certificate or Sworn Affidavit

**b. Joint Ventures, Consortiums and Trusts**

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. Council for Geoscience will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

**c) Stage 3 (80 + 20 = 100 points)**

d) The Price and Specific Goals points will be consolidated.

**22. GENERAL CONDITIONS OF CONTRACT**

Any award made to a bidder under this bid is conditional, amongst others, upon:

- The bidders accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Council for Geoscience is prepared to enter into a contract with the successful Bidders.
- The bidder submitting the General Conditions of Contract to Council for Geoscience together with its bid, duly signed by an authorised representative of the bidder.

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### 23. SERVICE LEVEL AGREEMENT

- b. Upon award **Council for Geoscience** and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by **Council for Geoscience** more or less in the format of the draft Service Level Indicators included in this tender pack.
- c. **Council for Geoscience** reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- d. Bidders are requested to:
  - c. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators.
  - d. Explain each comment and/or amendment; and
  - e. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- e. Council for Geoscience reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Council for Geoscience or pose a risk to the organisation.

### 24. SPECIAL CONDITIONS OF THIS BID

**Council for Geoscience** reserves the right:

- f. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- g. To negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidders who has not been awarded the status of the preferred bidders.
- h. To accept part of a tender rather than the whole tender.
- i. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidders, whether before or after adjudication of the Bid.
- j. To correct any mistakes ten days before bid closure that may have been in the Bid documents.

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- k. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidders have been notified of their status as such.
- l. Award to multiple bidders based either on size or geographic considerations.

## 25. COUNCIL FOR GEOSCIENCE REQUIRES BIDDERS TO DECLARE

In the Bidder's Technical response, bidders are required to declare the following:

- m. Confirm that the bidders are to: –
  - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Council for Geoscience
  - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
  - c. Act with circumspection and treat Council for Geoscience fairly in a situation of conflicting interests;
  - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
  - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Council for Geoscience
  - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
  - g. To conduct their business activities with transparency and consistently uphold the interests and needs of Council for Geoscience as a client before any other consideration; and
  - h. To ensure that any information acquired by the bidders from Council for Geoscience will not be used or disclosed unless the written consent of the client has been obtained to do so.

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## 26. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- n. **Council for Geoscience** reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of [Institution name] or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
  - b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Council for Geoscience officers, directors, employees, advisors or other representatives;
  - d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
  - f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
  - g. has in the past engaged in any matter referred to above; or
  - h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## 27. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- o. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that **Council for Geoscience** relies upon the bidder's Tender

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as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

- p. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Council for Geoscience against the bidder notwithstanding the conclusion of the Service Level Agreement between Council for Geoscience and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## 28. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing **Council for Geoscience**, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidders in the preparation of their response to this bid.

## 29. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, **Council for Geoscience** incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds **Council for Geoscience** harmless from any and all such costs which **Council for Geoscience** may incur and for any damages or losses **Council for Geoscience** may suffer.



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### 30. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. **Council for Geoscience** shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

### 31. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. **Council for Geoscience** reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to **Council for Geoscience** or whose verification against the Central Supplier Database (CSD) proves non-compliant. **Council for Geoscience** further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

### 32. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. **Council for Geoscience** reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

### 33. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

### 34. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that Council for

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Geoscience allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Council for Geoscience will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

### **35. CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Council for Geoscience's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by Council for Geoscience remain proprietary to Council for Geoscience and must be promptly returned to Council for Geoscience upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidders must secure Council for Geoscience's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

### **36. COUNCIL FOR GEOSCIENCE PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any Council for Geoscience proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidders.

### **37. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid. The Council for Geoscience may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

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**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<sup>1</sup> 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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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

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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / 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<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National 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.

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

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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

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## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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- (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 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 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,

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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 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)
1. 51% or more black Ownership. (Submit a valid certified Accredited SANAS or DTI BBBEE certificate or sworn affidavit as supporting document)	10	
2. 30% or more Women Ownership (Submit a valid certified Accredited SANAS or DTI BBBEE certificate or sworn affidavit as supporting document)	10	

**Specific goals points will only be allocated to bidders on submission of the following:**

- **A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1)**
- **Submit a valid Certified accredited SANAS BBBEE certificate, DTI Certificate or Sworn Affidavit**

**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;



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- 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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....

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## THE NATIONAL TREASURY

Republic of South Africa



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### 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:

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- 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.

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- 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.

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- 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](http://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**
- 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.

documents  
and information;  
inspection

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- 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.
- (a) 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 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
- 7.3 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.
- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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,



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purchase such supplies as may be necessary at the expense of the supplier.

- g. 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

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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

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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

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in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause without the application of penalties.

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

## 22. Penalties

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

## 23. 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.

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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

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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

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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.

32.2A 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**

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.

**(NIP) Programme**

**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.

