



AGRICULTURAL RESEARCH COUNCIL

REQUEST TO TENDER FOR:

TENDER NO: ARC/21/12/2023

**BUILDING MANAGEMENT SYSTEM WITH DUCTING & EFFLUENT DECONTAMINATION
SYSTEM UPGRADE FOR THE BSL3 FACILITY AT ARC-ONDERSTEPSPOORT VETERINARY
RESEARCH (ARC-OVR)**

Compulsory Briefing Session: 16 January 2024

Time: 10h00 am

Venue: 100 Old Soutpan Road, Onderstepoort, Pretoria

Bidder's Name:.....

Central Supplier Database number:

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CONSIDERATION AND RESPONSE BY THE RECORDED RECIPIENTS ONLY



1. OVERVIEW

The Agricultural Research Council (ARC) is a Research Science and Technology institution of excellence in South Africa, which operates within the National System of Innovation. The ARC has a mandate for innovative and creative agricultural research, technology development and transfer aimed at the advancement of South African agriculture. Its operations are overseen by the ARC Council which is appointed by and accountable to the Minister for Agriculture, Forestry and Fisheries.

The Agricultural Research Council (ARC) invites suitably qualified and experienced service providers to assist with the **Building Management System with Ducting & Effluent Decontamination system upgrade for the BSL3 Facility at ARCOnderstepoort Veterinary Research (ARC-OVR).**

2. TENDER SUBMISSION

Completed and sealed tender submissions reflecting “**ARC/21/12/2023 and the name of the tenderer**” must be deposited into the Tender Box located at **100 Old Soutpan Road, Onderstepoort, Pretoria** for the attention of: “The Senior Supply Chain Manager”, **by no later than 11:00 (eleven o’clock) on 14 February 2024.**

Tender documents submitted after the closing time and date specified will not be considered. ***No submissions sent by email or facsimile will be accepted.***

Bidders are requested to submit two (2) complete documents into the tender box (one original functionality proposal and one original for financial proposal) and prepare **three (3) copies of the functionality proposal and financial proposal**. A USB of the functionality and a USB of the financial proposal should also be submitted. The “two envelope system” will be used for this tender. One envelope shall be clearly marked “Functionality Proposal” and another be clearly marked “Financial Proposal”. The name of the bidder and the tender number should reflect on the “sealed” envelopes.

Closing Date: 14 February 2024
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Closing Time: 11h00am

3. PURPOSE

The purpose of this request for proposal is to call on prospective bidders for Building Management System with Ducting & Effluent Decontamination system upgrade for the BSL3 Facility at ARCOnderstepoort Veterinary Research (ARC-OVR).

4. SCOPE OF PROJECT

Bidder is required to deliver the below:

GENERAL PROJECT DESCRIPTION AND CONDITIONS

OVERVIEW & General Requirements

These terms of reference provide for the design, delivery, installation, commissioning, testing and handing over in an existing BSL-3 for the ARC-OVR Avian Influenza BSL 3.

Over and above the equipment specified in this section, the Contractor must make allowance for all other or additional equipment required for a full working installation. This shall include all safety equipment required to the various systems installed.

By submission of a tender the tenderer will be deemed to have acquainted himself fully with the tender document, local requirements and laws and all aspects of the work envisaged in the documents prior to the submission of his tender. Uncertainties and doubts as to the meaning and interpretation of items in these documents must be submitted to the consulting engineer to have them explained, rectified, or cleared before tenders are submitted.

The Contractor must provide all plant, scaffolding, craneage, ladders, etc. and must make do allowance in his tender, therefore. Contractors shall acquaint themselves with local site conditions such as access to the site, size and type of access, supply of labour, workshop space, transport, loading and unloading facilities, scaffolding, tackle and tools needed for the erection of the installation. Additional claims by the Contractor, which may arise from ignorance of the site conditions, will not be considered should a site visit not be a possibility before tender submission (contractors are requested to visit and inspect the site).

No claim will be entertained for the working of overtime, disruption, out of sequence activities, additional supervision and/or plant which might be necessary to achieve the program dates.

The Contractor's attention is drawn to the fact that the tender for this contract work is to be an allinclusive price and must not contain (directly or indirectly) any allowance, discount, payment or refund in favour of any person, company or concern whatsoever, nor will any such allowance, discount, payment or refund be made, or credited.

Contractors Insurance

Contractor to provide evidence of public liability insurance of at least R5 000 000.00 (ZA)

Contractor to provide all Risks insurance to the value of their Bid.

COMPLIANCE WITH REGULATIONS

The installation shall be erected and carried out in compliance with (local here means “South African”):

- a. The local Municipal by-laws and regulations as well as the regulations of the local Supply Authority.
- b. The local Fire Regulations.
- c. The Standard Regulations of any Government Department or public service company where applicable.
- d. Applicable Building regulations.
- e. Other relevant regulations pertaining to HVAC and Electrical installations.
- f. The regulatory and certification framework for institutions handling high risk pathogens in the Africa Region by Africa Centres for Disease Control and Prevention (Africa CDC) and African Union (AU) Member States.
- g. Biosafety and Biosecurity guidelines such as per the World Health Organization (WHO) Laboratory Biosafety Manual and the US Centre for Disease Control (CDC) Biosafety in Microbiological and Biomedical Laboratories (BMBL).
- h. The Contractor shall at his cost issue all drawings and notices in respect of modification of the installation to the client for approval.

It shall be assumed that the sub-contractor is conversant with the abovementioned requirements. Should any requirement, bylaw, or regulation, which contradicts the requirements of this document, apply or become applicable during erection of the installation, such requirement, bylaw or regulation shall overrule this document and the sub-contractor shall immediately inform the Tenderer of such a contradiction. Under no circumstances shall the sub-contractor carry out variations to the installation in terms of such contradictions without obtaining written permission to do so from the client

WORKMANSHIP AND QUALITY OF MATERIALS

The subcontractor(s) for refurbishment works shall employ only competent artisans to perform construction and installation work on site.

The contract shall be executed with the best workmanship in a workmanlike manner to the satisfaction of the Employer. Should any workmanship not be to the satisfaction of the Employer, it shall be rectified at the cost of the sub-contractor.

The sub-contractor shall remain responsible for the correct and complete delivery of the installation. Inspection by the Employer shall not release the sub-contractor from his responsibility.

Only material of high quality and suitable for the climatic conditions of the site shall be used and shall be subject to approval of the Employer. All material shall conform in respect of quality, manufacture, tests and performance, with the requirements and conform to the appropriate current Specifications. All materials shall be suitable for the conditions under which the materials are installed and used.

Should the materials or components not be suitable for temporary use under site conditions, then the sub-contractor shall provide suitable protection at his own cost until these unfavorable site conditions cease to exist.

Supply air temperature control

Temperature control of the supply air system is via a room temperature sensor to be mounted in the BSL-3 lab areas assume 12 Rooms.

Washable primary G4 & 97% - 98 % (F9) efficiency bag or cassette type secondary filters, shall be provided on the supply air system. The secondary filter must be fitted with a suitable gasket and evenly clamped in position to avoid any bypass of air. The existing AHU and condenser will be reused. Differential pressure sensors to measure the pressure drop across each filter bank, either type needs to communicate to the overall control system and have a visual display. The manufacturer shall neatly seal the penetrations. These sensors also need to be digital to be able to be wired to the main controllers, so filter pressures are available to view on the human interface.

Modifications to the existing AHU

The nature of work carried out in the BSL-3 laboratory require the following minimum functionality:

- a. The systems shall always maintain a net inflow of air into the laboratory; in other words, airflow shall be from outside laboratory (with a positive pressure clean change room) and out via the HEPA filtered extraction system.
- b. This functionality shall continue under power outage conditions, in other words, the systems shall automatically restart from essential power upon a power failure.
- c. Interlocks between fan systems shall be such that it is impossible to overpressure the laboratories, i.e., if both I exhaust fans should fail, the supply air systems shall automatically stop due to hardwired interlocks. Exhaust fans to operate simultaneously in a N+1 principal.
- d. All entry and exit doors into BSL-3 to be mechanically interlocked to avoid any 2 doors being open at the same time.
- e. Differential sensors across filters shall warn users when filters approach "dirty" conditions, sensors as previously stated shall communicate with the control system and have a visual display as well
- f. HEPA filters shall be 99,997% effective according to the dispersed oil particulate (DOP) test and shall be housed in safe-change filter housings complete with non-return dampers and bubble tight dampers.
- g. Connection points for differential pressure measurement and sterilisation shall be integral to the housing as manufactured. The housing on the roof shall be suitable for a long life under outdoor use conditions at the site. 304 SS is required.

Pressure differential control

Maintaining a negative pressure inside the laboratory and the associated net inflow of air is achieved using variable speed fans.

The supply air to the BSL-3 lab is supplied at a constant pressure measured in the main supply duct. The variable speed drive of the supply air fan controls this by means of a velocity sensor / Flow grid / appropriate volumetric sensor.

Redundant exhaust systems serve the BSL-3 laboratory. The exhaust system comprises a N+1 configuration and fans with separate speed controllers. Both fans will operate simultaneously. It must be noted that each individual fan must be sized accordingly to carry the complete exhaust air volume.

The supply and exhaust fans shall be interlocked mechanically to prevent the room from going into overpressure. When the lab is started up, the exhaust fan shall lead until the negative pressure is established before the supply air fan is started.

Supply and installation of a shut off and blow off dampers which are actuator driven and are spring open or closed time within a 10 second range.

GENERAL SPECIFICATIONS FOR SUPPLY OF PRODUCTS FOR BSL-3 SYSTEMS

Disclaimers concerning acceptable manufacturers are contingent of compliance with specifications (basis of design) and substitutions:

- Due to life safety concerns, this specification section describes highly specialized equipment and components that are known to be included in the basis of design. Equipment and component substitutions may be made at the time of bid. However, a full evaluation package shall be included with the alternate manufacture's proposal. The offeror shall clearly state the proposed manufacturer's offers of all equipment and components specified under this section. The offeror shall provide a complete and detailed response to each paragraph of the contract specification. The offeror shall clearly note after each specification paragraph one of the following responses: **1. comply, 2. deviate, or 3. exception.** For deviation or exception responses, the offeror shall fully explain the deviation or exception. Detailed equipment drawings shall be furnished to demonstrate full compliance with the dimensional requirements shown on the contract drawings. Any deviation shall be clearly shown on the drawings of the proposed equipment. Any alternative bids not including the above required information will be rejected. The Contractor shall bear the responsibility to furnish equipment in complete compliance with this specification. The owner or its representative reserves the right to reject any deviation or exception if it does not meet the intent or the requirements of this project. • All acceptable manufacturers shall be the producer of all of the products specified in this Section. Vended products shall be limited to raw materials, fasteners, gages, damper operators and valves. The specified filters shall be produced by the same company that produces the filter housings. The offeror shall clearly identify all purchased components, weldments and assemblies from outside sources. Failure to comply shall result in the rejection of the offered product.

Facility upgrade / Scope of works:

OVI / ARC is seeking an organization to provide a full design and refurbishment of the facility. The scope of work to include:

- a. 2 x New Exhaust fans.
- b. 1 x New Bag in bag out unit.
- c. New control system (Siemens – BMS).
- d. New supply and exhaust duct work and associated dampers.
- e. Supply and install of bypass decontamination system.
- f. Replace existing thermal Effluent waste system with a new Chemical continuous flow system.
- g. Facility integrity verification.
- h. Full commissioning of the facility as per the BMBL 6th Edition and WHO Laboratory manual 4th edition.
- i. On completion to provide new as built drawings of the final build / Installation.
- j. Ensure that all electronics are compatible and connected to the current generator/ back-up system.

The current HAVC is a “single” pass system with no return air. The Current AHU will be reused, and no additional work is required. The condensing unit has been recently replaced and no additional work is expected on this units apart from Integration into the new Control system. The below are the items of consideration for the works

Specifications

a. Exhaust fans:

Removal of existing belt driven fan and to replace with 2 off direct drive exhaust fans, constructed of mild steel powder coated single inlet centrifugal fans. Assume a total air flow of 6000 M3/hr @ 1500 Pa. Fans to be suitably earthed. Exhaust fans to be integrated to 2 new Danfoss variable speed drives. Proposed supplier Trojan fans or equivalent.

b. BAG-IN / BAG-OUT CONTAINMENT FILTER HOUSINGS

Decontaminate existing BIBO housing and replace with. Camfil Farr BIBO that has the below specifications. BIBO to accommodate 6000 M3/Hr.; remove and replace existing BIBO with the below specifications.

General

The Bag-in / Bag-out Containment Filtration system shall be fully integrated packaged units, which have been fabricated, assembled and pressure decay tested in the same factory. Each system shall consist of the following housing sections and components assembled into an integrated containment system:

- a. flanged inlet transition
- b. inlet isolation damper
- c. in-place test injection section with decontamination valve assembly
- d. HEPA filter section
- e. HEPA filter in-place scanning section with decontamination valve assembly
- f. outlet isolation damper
- g. outlet transition
- h. assembly welded on to a mounting structure

The system shall be designed for the calculated CFM/CMH based on the required air changes and extraction rates for this facility. The bidder needs to provide their calculation sheet showing how they calculated the required supply and exhaust quantities.

The furnished system shall be sized not to exceed the scheduled “clean” pressure drop across the containment system from inlet flange to outlet flange, including the inlet and outlet bubble-tight dampers. The scheduled “dirty” pressure drop assumes the “clean” HEPA filter initial pressure drop times two.

Access Doors

There shall be four (4) tie down latches per access door and they shall be manufactured in such a manner that they pivot away from the bag-out port after they are released,

therefore, the latches do not impede the filter change-out process. The latch shall be designed to provide both a retainer for the aluminium star knob and to eliminate the hazard of a sharp protruding object.

Transitions

Each containment system shall be fitted with reducing transitions.

Transitions shall be constructed of unpainted 304L stainless steel and designed with reinforcement to withstand a negative or positive working pressure of 10" water gauge. The minimum acceptable sheet metal thickness shall be 16 gauge. They shall be attached to the filter system by continuous seal welding. The adjoining connection to the transition shall be a 1 ½" inch wide 7-gauge plate flange.

Change-out bags

One (1) PVC change-out bag shall be furnished for each access port. Each bag shall have its stock number rolled in the hem. The PVC bag material shall be 8 mil thick, yellow in colour, with a translucent, taffeta textured finish and shall not stick together.

For visibility during filter change-out, this bag shall include approximately 16 inches of clear PVC at the mouth. Three (3) glove sleeves shall be built into the bag to facilitate handling the filter during change-out.

All PVC bags of this design shall be produced by filter housing manufacturer and shall have been tested by an independent laboratory to prove the bag's operability at extreme temperature ranges of 0°F - 130°F (a test report verifying this test shall be furnished upon request). A 3/16-inch diameter elastic shock cord shall be hemmed into the mouth of the bag so that it fits securely when stretched around the bagging ring. To prevent the bag from sliding off the bagging ring during the change-out operation, one (1) nylon security strap shall be provided with each filter access port. Additionally, one (1) nylon cinching strap shall be provided with each access port to tie off the slack in the PVC bag while the ventilation system is operating.

Orientation and handedness

The contract drawings shall determine the filter access side of each housing. The handedness of a housing shall be designated as right hand or left hand. When looking in the direct of airflow (i.e., as if standing inside of the housing with the air flow hitting the person's back) of the HEPA filter, if access is required on the right side, then the housing shall be determined to be right hand access. If access is required on the left side from the above stated vantage, then the housing shall be determined to be left hand access. All pressure retaining weld joints and seams shall be continuously welded with no pores allowed. Joints and seams requiring only intermittent welds, such as reinforcement members, shall not be continuously welded. As a minimum, joints and seams shall be wire brushed and/or buffed to remove heat discoloration, burrs and sharp edges. All weld joints and seams that are a portion of any gasket-sealing surface (e.g., duct connecting flanges) shall be ground smooth and flush with the adjacent base metal.

The upstream and downstream flanges shall have a 1 ½ inch minimum flange width. Flanges shall be turned to the outside of the airstream to prevent contamination build-up and allow the customer to connect mating ductwork from outside the housing. All hardware on the HEPA filter housing and all mechanical components shall be 300 series stainless steel, except for the nylon washers, tubing, and the cast aluminium doorknobs. All welding procedures, welders and welder operators shall be qualified in accordance with ASME BPVC-IX-2007: Welding and Brazing Qualifications. All production welds shall be visually inspected per AWS D9.1M/D9.1:2006: Sheet Metal Welding Code and incorporates the workmanship acceptance criteria described in sections 5 and 6.

The filter housing shall be manufactured under a quality assurance program that meets all the basic requirements of ASME NQA-1, "Quality Assurance Program Requirements for Nuclear Facilities". The manufacture shall submit documented evidence they have been independently audited by customers at least three (3) times within the last six (6) years to ASME NQA-1 requirements, and successfully passed all three (3) audits. The final containment filtration system shall be completely fabricated, assembled, tested and

cleaned at the manufacturer's facility. Sub-assemblies from outside sources will not be acceptable. The Offeror shall certify their compliance with this paragraph.

The filter housing shall be tested for filter fit, operation of the filter clamping mechanism, and knife edge alignment and leak tightness before leaving the factory. Both the filter sealing surface and the complete assembly pressure boundary shall be leak tested by the "Pressure Decay Method", in accordance with N510-2007 - Testing of Nuclear Air Cleaning Systems, paragraphs 6 and 7. Pressure readings are recorded once a minute until pressure decays to 75% of the test pressure or for 5 minutes, whichever comes first. There shall be a maximum leak rate of 0.0005 CFM per cubic foot of housing volume at 10 inches water gage.

Linear isolation dampers

Damper shall be a Linear Isolation Damper. The damper shall be manufactured from 7gauge, 14 gauge and 16-gauge type 304/304L stainless steel. The damper shall have a spun stainless-steel dish with a receptacle that contains a closed cell silicone sponge gasket. A mating knife-edge shall be installed on the damper so that when the damper is actuated, the knife-edge will seal against the gasket.

Damper shall be factory equipped with a manual actuator. Actuator shall be equipped with a hand wheel. Actuator shall be a quarter-turn manual worm geared operator. Actuator housings and covers shall be cast iron, worms shall be heat-treated carbon steel, worm wheels shall be cast ductile iron, input shafts shall be carbon steel, shaft and worm seals shall be BUNA-N rubber, housing to cover seals shall be impregnated cellulose fibres, bushings shall be oil impregnated copper nickel steel alloy. The actuator shall be of sufficient capacity to operate the damper under all conditions, and to guarantee tight close-off of the damper against all system pressures encountered.

Damper shall be high-cycle, low torque linear type design. The damper mechanism shall operate linearly, without rotation or pivoting of the damper dish. The required input torque to operate and adequately seal the damper shall not exceed 25 pound-feet.

The linear damper design shall be manufactured in accordance with ASME NQA-1 and ISO9001:2000 (or more recent) and qualified by cycle testing the assembly a minimum of 15,000 cycles. A qualified design shall pass the above specified leak test requirements without any adjustments to the assembly (including the gasket) throughout the cycle testing. Evidence of a successfully qualified design shall be furnished prior to bidding.

Upstream aerosol mixing section

The combination of the aerosol injection ring and its position relative to the inlet isolation linear damper and the design and location of the damper and the aerosol injection ring relative to the inlet of the containment housing shall comprise an integrated system that reduces the overall unit length as compared to a conventional housing train containment system design.

The aerosol injection ring located upstream of the HEPA filter shall be designed to provide uniform aerosol challenge in accordance with IEST-RP-CC034.2 for conventional boxstyle, high-capacity HEPA filters and V-Bed HEPA filters when operating over the range of their rated flow rates to 20% of their rated flow rates. The inlet linear damper blade shall function as a distribution plate to ensure compliance with IEST-RP-CC034.2 for aerosol uniformity and/or airflow distribution per ASME N510-2007 and/or air-aerosol mixing uniformity per ASME N510-2007, Section 9. The design and location of the aerosol injection ring shall accommodate aerosol injection into the high velocity air coming through the inlet collar, and the location of the aerosol injection ring relative to the damper shall eliminate the need for distribution plates downstream of the damper.

Rotating baffle plates and diffusers do not adequately represent actual operating conditions. As such, these devices are not acceptable and shall not be offered. The manufacturer shall provide detailed validation reports demonstrating compliance with IEST-RP-CC034.2 for aerosol uniformity for both conventional box-style, high-capacity HEPA filters and V-Bed HEPA filters when operated at rated their flow rates and 20% of their rated flow rates.

HEPA Filter section

The HEPA filter section shall be a gasket seal or fluid seal design, which incorporates a knife-edge that mates into the fluid filled perimeter channel on the face of the filter. Access to the filters shall be from the side of the housing. There shall be a safety feature where the filter locking handle and access door shall interface in such a manner that helps reduce the possibility of the door being closed until the filters are correctly seated in the housing. Prior to leaving the factory, each knife-edge shall be checked with an alignment gage to insure proper alignment with the filter. The filter sealing mechanisms shall be replaceable and shall be operated through the change-out bag by a locking handle. The mechanism shall exert equal force at the top and bottom edge of the filter when engaging or disengaging the filter at the knife-edge.

Multi-wide HEPA sections shall be equipped with a filter removal rod to draw the filters to the change-out position. The removal rod shall be operated from inside the change-out bag and shall remove the filter by pulling against the bottom of the filter frame. There shall not be any penetrations through the housing for operation of the removal rod. All changeout operations shall be within the bag so there is always a barrier between the workers and filter.

The HEPA filter housing section shall have a bagging ring around each access port. The bagging rings shall have two (2) continuous ribs to secure the PVC filter change-out and scan bags. The outer edge of the ring shall be hemmed to prevent the PVC bag from tearing. Each access port and bagging ring shall be covered by an access door having an extruded silicone gasket that is manually replaceable (if damaged) after the door has been removed. When closed, the door shall not press against the bag-out port and PVC bag, thus eliminating the possibility of the bag being cut by pressure from the door to the bag and bag-out port.

A minimum of four (4) feet clearance in front of each access door on the HEPA containment filter assembly shall be reserved for filter replacement and in-place testing.

Scan probe assembly

The scan probe assembly shall consist of a drive assembly installed inside of the housing and a probe assembly coupled to the drive assembly. The drive assembly shall be designed and installed such that it may be operated from outside of the housing, causing the probe assembly to move linearly such that the probe transverses the entire face of the filter element which is being scanned. The opening of the probe assembly where the sample is taken shall be parallel to the face of the seal surface of the housing within 1 degree. The opening of the probe assembly shall also be maintained at a minimum distance of 0.5" and a maximum distance of 1.5" from the plane of the filter/housing seal surface and shall maintain a uniform distance as the probe traverses across the housing with maximum variation in distance from the plane of the filter/housing seal surface of $\pm 0.125"$.

The drive assembly shall be self-lubricating and not require oiling or greasing of mechanical components in order to maintain operability over the service life of the equipment. The drive assembly shall include non-contact end-of-traverse detection of the probe assembly and provide feedback to the exterior of the housing to indicate end-of-traverse. The drive assembly and associated components shall be manufactured from

T304 stainless steel, Teflon coated aluminium, polycarbonate, polyurethane, ABS, Teflon or other materials that are chemically compatible with vaporous hydrogen peroxide and paraformaldehyde decontamination agents.

The scan probe assembly shall meet the intent of IEST-RP-CC-034.2 regarding “overlapping” strokes when scan testing. This requirement ensures that the entire face area of the media is scanned. The probe assembly shall be designed, installed, and operate such that the entire face area of the filter media as well as the filter-to-housing seal is scanned in order to ensure that there is no bypass leakage around the filter element. The scan probe assembly shall consist of a minimum of two (2) individual scan probes for a ½-high system and four (4) individual scan probes for a 1-high system. Each scan probe shall be connected to a quick-release fitting installed on the front of the housing using flexible tubing and stainless-steel hardware. The scan probe assembly shall be manufactured from chemical resistant, static dissipative polycarbonate and the flexible tubing shall be manufactured from static dissipative polyurethane. Both shall be chemically compatible with vaporous hydrogen peroxide and paraformaldehyde decontamination agents.

The quick-release fittings installed on the exterior of the housing connected to the scan probes via the flexible tubing shall be manufactured from type 304 stainless steel and feature an integral bubble-tight check valve with VITON seals. The fitting design shall be such that accidental or inadvertent operation of the check valve is not possible without the use of tools, appliances, or other hardware. Each fitting shall be uniquely color-coded and mechanically keyed so that only one (1) mating fitting will fit each of the quick-release fittings. This ensures that the sample lines from the control system are connected to the proper quick-release fittings, which is critical in order to ensure accuracy of the scan test results.

Penetrations through the pressure boundary of the housing that may be required for the drive assembly, scan assembly and associated hardware shall be sealed such that they meet the pressure decay requirements of Section 3.0 during both static (non-operational) and dynamic (scanning) states.

Decon port assemblies

These ports shall be installed on each filter train as shown on the drawings and shall be compatible with the User’s decontamination equipment. Unless otherwise specified, each port shall consist of a reinforcement plate welded to the housing side wall, 3-inch IPS Schedule 40, stainless steel pipe nipple, 3-inch IPS stainless steel pipe flange, 3-inch IPS butterfly valve and 3-inch female IPS aluminium hose connection with dust plug. The butterfly valve shall be wafer style, lever operated, and shall be bubble-tight at 150 psi. It shall have a cast iron body, aluminium bronze disc, stainless steel stem and EPDM seat.

Common housing accessories

- Mounting Skid Base
Each filter train shall be supported by a 3-inch high by 2 inch wide, 11-gauge type 304/304L stainless steel channel base. The channel base shall be intermittently welded to the filter train.

Differential Pressure Gauges

Differential pressure gages shall be Dwyer Series 2000 Magnehelic pressure gage or equal. Unless otherwise indicated select gage scale ranges to read at 75 percent full range (rounded up) at the expected dirty filter pressure drop. Typical ranges follow:

- a. Filters with 25 to 30% efficiency 0 - 1.0 inches water column based on atmospheric dust spot test
- b. Filters with 31 to 99% efficiency 0 - 3.0 inches water column based on atmospheric dust spot

c. HEPA filters 0 - 3.0 inches water column

Gages shall be furnished for each filter bank, including gauges across each individual filter bank in built-up rack assemblies, suitable for flush mounting in a panel. All sensing tubing shall be 1/4-inch O.D. 300-series stainless steel tubing.

Differential Pressure Gauges Ports

Static pressure ports shall be located on the filtration unit upstream and downstream of each pre-filter, intermediate filter and HEPA filter bank. The port connections shall be 1/4-inch 300 series stainless steel pipe half-couplings.

In-Line Gauge HEPA Filters

In-line gage HEPA filter shall be designed to protect diaphragm pressure indicating instrumentation (i.e., Magnehelic Gages, Photohelic Gages, etc.) from particulate contaminants.

Due to life safety concerns and considering that the integrity of the pressure boundary of these filters is as critical as that of the containment housing, each filter shall be factory tested to assure it is leak free and bubble-tight at a pressure of +20" w.g. by submerging the entire filter assembly in water, pressurizing the assembly to +20" w.g. and visually inspecting for leaks. The presence of a single bubble generated by this method constitutes a leak. Each filter shall have a label indicating that it was leak tested. The filter media shall be hydrophobic with a minimum efficiency of 99.9995%. The filter body shall be manufactured from T-304 stainless steel with silicone gaskets or O-rings to ensure long service life. All wetted surfaces of the filter shall be chemically compatible with vaporous hydrogen peroxide and paraformaldehyde decontamination agents.

Gauge Decontamination Ports

These ports shall be installed in the gage lines between the containment housing and gage(s) as shown on the drawings and shall be compatible with commercially available vaporous hydrogen peroxide and paraformaldehyde decontamination systems. Each port shall consist of a stainless-steel ball valve with a 3/8" female NPT connection allowing for connection to commercially available paraformaldehyde or vaporous hydrogen peroxide decontamination system to enable decontamination of the gage lines and in-line HEPA filter.

Lifting Lugs

Lifting lugs shall be provided on the housing as required. Lifting lugs shall be fabricated from 1/4-inch plate of the same material as the housing. Lifting lugs shall have a minimum of 1-1/2-inch diameter eyeholes and be located on the [top] [side] of the housing. Lifting lugs shall be capable of supporting the housing (less adsorbers and filters) without causing housing deflection during transport and installation.

All portions shall be free of sharp edges and burrs. Six (6) lifting lugs are required on each double HEPA assembly, and four (4) on each single HEPA assembly.

Banding Kit

One complete banding kit shall be provided with the filtration unit(s) equipped with a bag-in/bag-out assembly. The banding kit shall provide a secure clamping of the bag between the housing and the spent filtration element. Each kit shall contain a heavy-duty tiebanding tool, a bag cutting tool, 1/4-inch socket wrench w/ 3-inch-long extension, 1-5/16 inch hex socket, a 13 inch cinching strap with buckle fastener, a set of ten (10) 100 pound tensile strength 14 inch long plastic ties, a set of twenty (20) stainless steel bands, and a plastic case/apron. The banding kit and change-out bags shall be manufactured by the same manufacturer as the housing. Additional tools required to complete the bag-in/bagout procedure shall also be provided.

FILTERS

- General

Air filters shall be HEPA grade high-capacity air filters with waterproof micro glass fibre media, tapered corrugated aluminium separators, urethane sealant, galvanized 16 gauge steel enclosing frame, and gasket. Sizes shall be as noted on drawings or other supporting materials.

Sizes shall be as noted on drawings or other supporting materials.

- Construction

Filter media shall be one continuous pleating of micro glass fibre media.

Pleats shall be uniformly separated by tapered corrugated aluminium separators incorporating a hemmed edge to prevent damage to the media.

The media pack shall be potted into the enclosing frame with a urethane sealant.

The enclosing frame of galvanized 16-gauge steel shall be bonded to the media pack and form a rugged and durable enclosure. The filter shall be assembled without the use of fasteners to assure no frame penetrations. Overall dimensional tolerance shall be correct within $-1/8"$, $+0"$, and square within $1/8"$.

The filter shall be a gasket or fluid seal type and include a sealing channel on the downstream side of the enclosing frame filled with a non-Newtonian fluid to create a positive seal between filter and filter housing. Filter removal clips shall be located on the upstream side of the enclosing frame.

- Performance

The filter shall have a tested efficiency of 99.99% when evaluated under the guidance of IEST Recommended Practice. Each filter shall be labelled as to tested performance. Initial resistance to airflow shall not exceed 1.35" w.g. target at rated airflow. The filter shall be rated by Underwriters Laboratories as UL Class 1. The manufacturer shall provide evidence of facility certification to ISO 9001:2000.

The filter shall be capable of withstanding 10" w.g. without failure of the media pack.

- Supporting Documentation

The filter shall be labelled as to tested efficiency, rated/tested cfm, pressure drop and shall be serialized for identification.

C. Control system:

Removal of the complete existing control system. Replace with Siemens or equivalent BMS system. The replacement to include, new variable speed drive for supply AHU and 2 x for exhaust fans.

The system shall be freely programmable on site. Pre-programmed control systems will not be accepted. The air handling unit will have a dedicated direct digital control system which will control the various elements. System to accommodate different user system access levels with defined privileges (e.g., to make parameter or setting changes, acknowledge/silence alarms etc). Logs of user activity to be stored on the BMS.

The mimic screen background / human interface to be at the lab floor entrance with room parameters depicted for respective room spaces and other data

The points list shall be compiled by the controls specialist and submitted to the Consulting Engineer for scrutiny before order/manufacture

Once a site inspection is carried out the contractor to suggest a replacement MCC panel for all of the control devices. Equipment to be utilized to be Siemens or equivalent **upstart-up procedure**:

The following start-up sequence is automated, but initiated manually:

Screen is activated and PIN entered.

Start sequence activated with start button.

Graphics change to screen indicating the room parameters (temperature, airflow rate, humidity, relative to ambient pressures, filter status, UPS health etc).

Exhaust fans start up and required negative pressure.

Supply air fan ramps up, still maintaining negative pressure in the lab.

The system shall then adjust the airflow to pre determined set points for the required air changes per hour and room pressure cascades

When the target air change rate is reached, the chiller and humidity control systems are activated, the controls system automatically adjusts the set points to match the outside ambient conditions to limit the energy consumption, and then user control interface becomes live.

The user can then set the required conditions and lock the controls to prevent tampering. The screen will show live parameters

Normal shutdown procedure

The following procedure is for normal shut down, say for cleaning or maintenance. This sequence is automated but initiated manually.

1. Temperature and humidity controls shuts down
2. Supply air fan shuts down, supply blow off duct opens
3. Exhaust fan shuts down.

Emergency shutdown procedure

The following sequence will be initiated automatically when the integrity of the laboratory is at risk, such as, supply fan failure, exhaust fan failure, imminent UPS failure, generator failing to start, HEPA filters dirty or punctured, fire signal, etc.

1. Supply air fan and dampers shuts immediately
2. Supply blows off dampers open
3. Exhaust fan shuts down

The contractor shall ensure that the inertia of the exhaust air fan is greater than that of the supply air fan. In addition, the "brake" function on the Variable Speed Drives (VSD) for the supply air fan shall be activated.

Fire signal shut down

- All equipment, except the exhaust air fan, immediately shuts down.

- After pre-determined amount of time – exhaust fans shut down

The contractor is to familiarize themselves with the requirements on a workable solution.

Replace all periphery sensors, to include the below.

12 x room pressure sensors

12 x room temperature and humidity sensors 3 x

pressure sensors for the supply AHU filter bank.

2 x flow control devices.

1 x Ambient temp and humidity sensor

Overheat thermostats for AHU heaters and air flow switches, to ensure that heaters do not operate when supply fan is not operable.

Facility Human interface additionally with capability for remote monitoring off site and the capability to send the users SMS/ EMAILS in an alarm condition.

3 x audible and visual alarms activated in an unsafe condition – loss of negative pressure.

BMS system to oversee existing door access controls on 2 doors.

D. Ducting (supply and exhaust) and volume control dampers.

Remove existing supply and exhaust duct work. Once decontaminated.

Existing diffuser grills to remain in use

Ducting shall be installed in accordance with the Bidders design for the air distribution required for the BSL-3. *Internal insulation will not be accepted.* Ducting shall be manufactured and installed in accordance with WHO and BSL-3 requirements. *No flexible ducting shall be permitted.*

Ducting shall be sized accordingly to permit for appropriate noise and velocity levels.

All supply air ducting shall be externally insulated with suitable insulation. Exhaust air ducting shall be externally insulated up to the point of the extremities of the facility. Supply external / ambient duct work to be suitably clad for external environments.

Round ducting is required for supply and exhaust, the ducting to be medium pressure ducting 1 mm minimum. The ducting will be sealed to be fully airtight. The supply and exhaust ducting must be pressure tested to at least 150 Pa and witnessed by the client prior to any insulation / cladding.

Round ducting to have at least a 6 mm bolt swage.

Supply and install Volume control dampers on all supply and exhaust outlets. Proposed volume control dampers to be round with adjustment ability. Proposed Trox VRF / System air Iris dampers. Proposed dampers to be the Trox type circular dampers TVR type.

Dampers to exhaust fans.

Non-return dampers downstream of the exhaust fans to be barometric type similar or equivalent to Trox ARK type. Viewing windows to be fitted so as visual capability is given to confirm the freely opening and closing of non-return dampers. Viewing windows to be fitted on the outlet of the non-return dampers. Flanges to spacer section to be flanged to match that of the non-return dampers.

Each exhaust fan discharge to have an isolation damper circular similar to the Trox AK damper to manually isolate the damper when the specific fan is taken out of service.

“Decon damper”

Provide one off extended bubble tight damper in accordance to ASME N509 fitted with a 3” decontamination port fitted with a gate valve for ease of opening and closing.

Supply and installation of Bypass decontamination unit

Remove existing decon fixed loop and replace with a flexible system. Decontamination box constructed of 304 SS suitably sized to accommodate a heating pan. The decon box to be constructed with a viewing panel, air tight electrical port / gland, air tight viewing window, 3 ‘ cam lock unit. Flexible hoses to the BIBO unit as well as the extended bubble tight damper on one of the exhaust fans. Chemical resistant 3” hoses and applicable clamps. Bubble tight damper to be compliant to ASME N509 and provided with compliance pressure decay documentation. **F. Effluent waste unit.**

Removal of the existing thermal EDS unit and replace with a Bio response (Or similar) effluent waste chemical unit with neutralization unit. The collection tank to be placed within the existing “collection pit”. Existing collection pit to be re water proofed to ensure and breach from the collection tank is contained within the existing pit. The EDS unit to be a continuous flow chemical unit with the capability of at least 500 Litres per hour.

The contractor to visit the site to get a clear understanding of the existing units removal and installation of the new unit. The new unit must be verified to provide a chemical disinfection of the current effluent waste. The client must witness the effectiveness of the new unit. The contractor must provide an acceptable method for verification prior to installation of the new EDS unit. The method of decontamination and percentage (%) of chemical efficacy must be verified based on the organisms of use.

An environmental impact assessment shall be required by ARC / OVI and such advise may be considered.

G. Facility integrity verification.

Prior to final commissioning of the facility. The contractor is to inspect the existing wall, ceiling, services opening into the facility and provide verification that the existing openings as mentioned previously must be sealed. The contractor must present a cost and method of how he / she intends to seal the facility to be airtight. We believe that this can be verified at the time of the initial site assessment of the current facility.

If the contractor feels that the facility must be sealed the contractor must provide a method statement to be able to carry out a facility integrity test as well as a method statement on how the contractor intends to seal the facility to be airtight. **H. Facility verification / commissioning.**

On completion of the afore mentioned works, the contractor must carry out the below detailed commissioning. The commissioning to meet the current BMBL 6TH edition and WHO 4th edition. The commissioning to include the below. Prior to commissioning the contractor to provide a commissioning plan of the facility. The facility will be balanced at the time of the commissioning by the contractor

- a. Supply air hepa filter integrity tests
- b. Exhaust hepa filter integrity tests
- c. Supply and exhaust air changes
- d. Verification of supply and exhaust air changes as per design and thermal heat loads

- e. FMEA – Failure modes effects analysis. This is the process were the contractor will produce graphs that ensure at not time will the lab go under a positive pressure state. These FMEA are to include the simulation of:
 - 1. Start up
 - 2. Shut down
 - 3. Loss of power
 - 4. Loss of one fan and that the other fan can carry the full load of the exhaust fans
 - 5. Loss of both exhaust fans
 - 6. Loss of supply fan
 - 7. Verification of cooling and heating as per set point.
 - 8. Verification of the control system to simulate loss of negative pressure alarm
 - 9. Simulation of failure of air flow control devices
- a. 2 x New Exhaust fans.
- b. 1 x New Bag in bag out unit.
- c. New control system (Siemens – BMS).
- d. New supply and exhaust duct work and associated dampers.
- e. Supply and install of bypass decontamination system.
- f. Replace existing thermal Effluent waste system with a new Chemical continuous flow system.
- g. Facility integrity verification.
- h. Full commissioning of the facility as per the BMBL 6th Edition and WHO Laboratory manual 4th edition.
- i. On completion to provide new as built drawings of the final build / Installation.

BID EVALUATION STAGES

The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined below:

Stage 1: Administrative requirement

Stage 2: Evaluation Criteria: Compulsory Requirements

Stage 3: Functionality scoring

Stage 4: Price and B-BBEE Preferential Goals evaluation

NOTE: The bidder must qualify at each stage to be eligible to proceed to the next stage of the evaluation.

ADMINISTRATIVE ESSENTIAL REQUIREMENTS

Criteria	Description of the criteria
5.1.	i. Provide proof of the bidder's registration on the CSD (Full report) ii. Provide Tax Pin iii. Submit Standard bidding documents (SBD) completed in full and signed off by a duly authorised person. iv. Bid offer should be submitted on the official company letterhead and detailed costing must be stipulated. This is a fixed price tender, and all costs must be included. v. All pricing should be in South African Rand (ZAR). No price adjustments will be allowed after the closure of the tender. i. The two (2) envelopes tendering system. ii. Standard bidding documents completed in full and signed off by a duly authorised person

5.2 COMPULSORY REQUIREMENT

Technical Suitability: Mandatory Requirements

Bidders must have a certified mechanical, structural and electrical Engineer with a valid PR number. (Issued by Engineering Council of South Africa (ECSA) to approve the designs and Installation.	Comply	Do Not Comply
Substantiation: The bidder must attach the certified copies of the certificates with a valid PR number (issued by Engineering Council of South Africa ECSA). Failure to provide information will lead to disqualification.		

Failure to submit the above-mentioned required information together with the bid document on the closing date will result in the contractor's bid to be rejected.

6. TECHNICAL FUNCTIONALITY

Evaluation per requirement. The evaluation (scoring) of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. 70% Threshold.

Detailed Functionality Evaluation Criteria:		Weighting Allocated
1. Experience in similar work		
5- 10 years' experience in the design build and commissioning of similar BSL 3 facilities. Bidders must provide at least four (4) written reference letters (not older than ten (10) years) on the bidder's client letterhead for BSL 3 facilities. The reference letters must include: i. Contact person, contact number, and e-mail address. ii. Confirmation of services rendered; and whether the client/s		
• Five (5) or more reference letters	5	50
• Four (4) reference letters	4	
• Three (3) reference letters	3	
• Two (2) reference letters	2	
• One (1) reference letter	1.	
2. Project team Experience		
<u>Technical Capability</u> The bidder shall include resumes of the project personnel that will be assigned to this work and actually be working on the project for the duration.		
<u>Recourses and support staff resources</u> Organization structure, staffing and experience of the staff CV's		
• 5 points will be allocated to a bidder whose project team includes experience (>15 years relevant combined team experience) in design build and commissioning of similar BSL 3	5	50
• 4 points will be allocated to a bidder whose project team includes experience (>10 years relevant combined team experience) in design build and commissioning of similar BSL 3	4	
• 3 points will be allocated to a bidder whose project team includes experience (>07 years relevant combined team experience) in design build and commissioning of similar BSL 3	3	
• 2 points will be allocated to a bidder whose project team includes experience (>05 years relevant combined team experience) in design build and commissioning of similar BSL 3	2	
• 1 points will be allocated to a bidder whose project team includes experience (>03 years relevant combined team experience) in design build and commissioning of similar BSL 3	1	

7. LODGING OF SUBMISSIONS

Tenderers are requested to submit two (2) complete documents into the tender box (one original functionality proposal and **prepare three (3) copies of the functionality** proposal.) A soft copy of the functionality and financial proposal should also be submitted.

Tenderer's name and tender number to:

The Agricultural Research Council, ATTENTION: The Buyer, 100 Old Southpan Road, Onderstepoort Pretoria by no later than 11:00 am

(eleven o'clock) on 14 February 2024.

Submissions not received on time and date specified will not be considered. Any entities/companies that are submitting their proposals as joint ventures are not allowed to submit their own proposals separately from the joint venture. Submitting a second separate proposal from the joint venture will lead to disqualification.

8. COMPLIANCE WITH GENERAL CONDITIONS OF CONTRACT

No alteration, variation or amendment of the Contract (of which this Tender represents the offer) shall be permitted unless otherwise agreed to in writing. Should the prospective provider, in the case of non-compliance, wish to make any amendments to the conditions stipulated by the ARC in this Tender, which shall form the offer element of a Contract and if it is accepted by the ARC, then such proposed amendments shall be clearly stipulated by the prospective provider and where possible stating the increase or decrease in the cost involved by such proposals. The ARC reserves the right to reject such submissions.

Misrepresentation of facts will result in disqualification and cancellation of the Contract.

9. ARC LIABILITY

The ARC does not bind itself to accept the lowest or any tender proposal, nor to assign any reason for the rejection of a tender proposal, nor shall it be responsible for or pay any expenses or losses that may be incurred by the prospective provider in the preparation and delivery of its submission.

10. SUBMISSION ACCEPTANCE

No submission shall be deemed to have been accepted, unless and until a formal appointment letter is issued to the successful tenderer. Submissions shall remain open for acceptance by the ARC for a period of 120 (one hundred and twenty) days from the date on which they are returnable in terms of this Tender. 22

11. PRICE BREAKDOWN

PRICING TEMPLATE WILL BE PROVIDED DURING BRIEFING SESSION

12. TERMS OF ENGAGEMENT

The successful bidder shall not take more than three (3) months from date of Bid award unless otherwise indicated and agreed between the successful Bidder and the ARC.

The Service Provider shall be available for consultation with the ARC representative.

The Service Provider shall manage as confidential all data, information and insights gained in execution of work for the ARC.

ARC retains the right to negotiate with the successful Bidder for partial execution of the proposal.

ARC retains the right to enter into non-exclusive agreements with Service Providers that do not restrict procurement of goods and services from other Service Providers.

ARC retains the right to require the Service Provider to obtain permission in writing from the ARC prior to replacement of individuals proposed for execution of this Bid

Service Providers to accept professional liability for services rendered, including those rendered under sub-contract to the service provider

13. CONTENTS OF SUBMISSION

Proposals shall include all relevant information about the Bidder, which is thought appropriate to assist the ARC to assess its capabilities, capacity, outputs, value adding abilities, competitive advantage, etc.

The proposals presented are to be comprehensive and should describe the methodology to be followed in doing the following:

The Breakdown of the complete specification with associated costs.

All SBD (Standard Bidding Documents) must be completed and signed.

The proposals presented are to be as comprehensive as possible and ARC reserves the right to request the Bidder to provide more details.

Bidders shall adhere to the conditions stipulated in the General Conditions of Contract as prescribed by the National Treasury.

Bidders must ensure that the complete bid document is submitted with all additional required information and any other documents that the bidder wishes to supply to substantiate or clarify specific aspects in the proposal.

Failure to submit all the signed and completed Standard Bidding documents and / or any required documentation will result in disqualification.

14. BROADBASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

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 SBD 6.1 table 1 as may be supported by proof/ documentation stated in the conditions of this tender:

15. AMPLIFICATION OF SUBMISSIONS

The ARC may, after the opening of submissions, call on the prospective Bidder to amplify in writing any matter which is not clear in the prospective

Bidder's submission and such amplification shall form part of the original submission. In the event of the prospective Bidder failing to supply such information, the submission will be liable to rejection.

16. COST OF PROPOSAL

Bidders shall bear all costs associated with the preparation and submission of their proposals, the ARC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

17. BID DOCUMENTS

This document in its entirety serves as the complete Bid document. Proposals offering only part of the requirements will be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this document. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of their proposal.

18. DOCUMENTS COMPRISING THE PROPOSAL

In preparing the technical and price components of the submissions all references to descriptive material and brochures should be included in the appropriate response paragraph, although material documents themselves may be provided as annexes to the proposal / response. Bidders are requested to focus on the provision of relevant information and to limit the amount of marketing and "boilerplate" material. The successful Bidder's proposal may be incorporated in whole or in part in the final contract. Any information that the Bidder considers proprietary should be marked as such.

19. INFORMATION

Information that the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will be treated as such accordingly.

20. PERIOD OF VALIDITY

Proposals shall remain valid for one hundred and twenty (120) days after the date of proposal submission. A proposal valid for a shorter period may be rejected by the ARC on the grounds that it is non-responsive.

In exceptional circumstances, the ARC may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

21. FORMAT AND SIGNING OF PROPOSALS

The Bidder shall prepare four copies of the proposal, clearly marking one "Original Proposal" and three "Copies of Proposal" as appropriate. In the event of any discrepancies between them, the original shall govern. The four proposals shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract.

22. INTERLINEATIONS

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the proposal.

23. PAYMENT

The successful Bidder shall be paid upon submission of an invoice for each transaction of satisfactory work detailed in the scope.

24. DUE DILIGENCE EXERCISE

The ARC reserves the right to perform due diligence exercise for the purpose of appointing a credible tenderer.

25. PRICE AND PRICING STRUCTURE

(To be inserted or deposited into the Financial Proposal Envelope)

Bidders shall indicate the basis on which the services will be charged.

Where a Bidder lacks in-house expertise and may have to outsource certain services, the detail and basis of charges of any such service that may be required must be outlined.

The Bidder shall reflect service discounts that they will offer throughout the contract duration.

Bidders submissions must reflect the detailed breakdown of the bid price as follows:

Prices must be for the entire period of the tender including price escalation.

Prices must include VAT, if it is applicable and all other costs related to the execution of the required services.

26. CANCELLATION OF THE BID

The ARC reserves the right to cancel the bid at any time of the process should the recommended service provider/s fail to meet the requirements of the bid.

27. SITE INSPECTION

The ARC reserves the right to conduct a site inspection to the premises of the recommended service provider and/or the recommended service provider's clients at any given time.

28. SIGNING OF THE SERVICE LEVEL AGREEMENT

The successful service provider will be expected to sign the service level agreement within ten (10) working days after receiving the appointment letter from the ARC Supply Chain Management Unit.

The Agricultural Research Council will then send the letter of award to the preferred bidder with two copies of the completed version of the said contract specimen and the preferred bidder will be firmly obliged to duly sign, initial and properly date both copies of the same and return them to the Agricultural Research Council for its signature within 10 (Ten) working days of their receipt of the said documents, failing which the Agricultural Research Council will be entitled, in its sole and total discretion and without further notice to such preferred bidder to write to such preferred bidder, summarily withdrawing the tender award, due to such contract signing process delay on the part of the given preferred bidder.



**SBD 1 PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (AGRICULTURAL RESEARCH COUNCIL)					
BID NUMBER:	ARC/21/12/2023	CLOSING DATE:	14 February 2024.	CLOSING TIME:	11:00 am
DESCRIPTION	Building Management System with Ducting & Effluent Decontamination system upgrade for the BSL3 Facility at ARC-Onderstepoort Veterinary Research (ARC-OVR).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
100 Old Soutpan Road, Onderstepoort Pretoria					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Miss Emmy Galane		CONTACT PERSON		
TELEPHONE NUMBER	012 529-9316		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Galanem@arc.agric.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					

VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES	NO	☐	☐
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES	NO	☐	☐
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		☐	☐
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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA EFILING 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:

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE AND TECHNICAL QUIRIES MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Ms Emmy Galane

Tel: (012) 529 9316

E-mail address: Galanem@arc.agric.za

All technical enquiries must be forwarded in writing to Supply Chain Management who will act as communicator between the Bidder and ARC to ensure that all Bidders receive the same information.

SBD 2 TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

SBD 3.3 PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER: BID NO.:
ARC/21/12/2023.

CLOSING TIME **11:00** CLOSING DATE: **14 February 2024.**

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

Item Description Bid Price in RSA Currency ** (All Applicable Taxes Included)

No

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND
RATES APPLICABLE (CERTIFIED INVOICES MUST BE
RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION, HOURLY RATE AND DAILY RATE

----- R-----

----- R-----

----- R-----

----- R-----

----- R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE
COMPLETED, COST PER PHASE AND MAN-DAYS TO BE
SPENT

----- R----- days

----- R----- days

----- R----- days

----- R----- days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air-travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE	QUANTITY
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-----	R.....	
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-----	R.....	
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-----	R.....	
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----- R.....

TOTAL: R.....

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost,etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE QUANTITY
---	---------------

-----	R.....
-----	R.....
-----	R.....
-----	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

*YES/NO

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

.....

.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

AGRICULTURAL RESEARCH COUNCIL – OVR Office

Department: Supply Chain Management

Contact Person: Miss Emmy Galane

Tel: (012) 529 9316

E-mail address: Galanem@arc.agric.za

SBD4

BIDDER'S DISCLOSURE 1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchased / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$ 10 million. or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$ 3 million awarded to one seller over a 2 year period which in total exceeds US\$ 10 million. or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$ 10 million. or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$ 10 million.

1.2 The NIP obligation to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion,

sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R 10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R 10 million (ten million Rands) is to cater for multiple contract for the same goods, works or services; renewal contracts and multiple suppliers for the same goods, works and services under the same contract as provided for in paragraphs 1.1 (b) to 1.1 (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewal contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R 10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number
- Description of the goods, works or services
- Date on which the contract was accepted
- Name, address and contact details of the government institution
- Value of the contract
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394-1401, facsimile (012) 394-2401 or e-mail at Elias@thetdi.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. The contractor and the DTI will determine the NIP obligation;
- b. The contractor and the DTI will sign the NIP obligation agreement;
- c. The contractor will submit a performance guarantee to the DTI;
- d. The contractor will submit a business concept for consideration and approval by the DTI;
- e. Upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. The contractor will implement the business plans; and
- g. The contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid Number:

Closing Date:

Name of
Bidder:

Postal
address:
....

.....

Signature:

Name (In print):

Date:

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**

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs		Points 8		
91-100%		8		
81-90		7		
71-80		6		
61-70		5		
51-60		4		
41-50		3		
21-40		2		
1-20		1		
0%		0		
Percentage (%) ownership by Women		Points (4)		
81-100		4		
51-80		3		
31-50		2		
1-30		1		
0%		0		
Percentage (%) Ownership (by Youth		Points (4)		

81-100		4		
51-80		3		
31-50		2		
1-30		1		
0%		0		
Percentage Ownership by PwD		Points (2)		
51-100%		2		
1-50		1		
0%		0		
RDP Goals		Points (2)		
Any RDP goal/s		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	
	

ADHERENCE TO THE ARC'S CODE OF ETHICS

1. INTRODUCTION

This statement forms part of the Agricultural Research Council's "Ethics and Fraud Prevention strategy". It sets out the tone, culture and expectations of the ARC in promoting a policy of fair dealing and integrity in the conduct of business and the countering of fraudulent activities.

2. POLICY

2.1 The ARC's vision is to provide Excellence in Agricultural Research and Development.

2.2 The ARC will do everything possible to promote honesty, integrity and to adhere to all applicable laws in everything it does and is committed to the prevention, deterrence, detection and investigation of all forms of non-adherence to policies, laws and the Code of Ethics.

2.3 ARC Council members, Audit Committee members and employees at all levels are expected to adopt the highest standards of propriety and accountability. These standards are also expected from organisations that the ARC deals with such as suppliers, contractors, customers, partners, etc.

2.4 If it is established that suppliers, contractors, customers and partners have engaged in corrupt, dishonest, fraudulent activities or have contravened the supply chain policy of the Code of Ethics in competing or executing the contract awarded, the ARC will immediately terminate the contract. Any supplier, contractor, partner or officer representing any of the entities if found guilty of any of the above they will be declared ineligible to supply goods, works and services to the ARC under any programmes or projects managed and administered by the ARC on behalf of its clients.

2.5 The ARC can in its sole judgement proceed to pursue any legal remedies available.

3. CULTURE

3.1 Adherence to laws, policies and procedures, the prevention and detection of fraud and corruption and the protection of ARC's assets is every stakeholder's responsibility.

3.2 Council members, Audit Committee members, all employees are expected to carry out their duties to the best of their ability for the benefit of the ARC and not to take advantage of any situation for personal gain, for themselves, members of their family or friends.

4. CODE OF ETHICS AND FRAUD PREVENTION STATEMENT

- 4.1 Members of the public, suppliers, contractors and partners are expected to act with integrity in their business dealings with the ARC and not to behave dishonestly to the detriment of the ARC.
- 4.2 The ARC has set up a secure and confidential framework, within which any employee, member of the public, suppliers, contractors, partners are encouraged to raise concerns if they know of or suspect that the following is about to occur or has occurred:
- Fraud;
 - Corruption;
 - Abuse of assets;
 - Irregular transaction are taking place;
 - Fruitless expenditure has been incurred;
 - Endangering of an individual's health and safety;
 - A violation of applicable laws, rules, policies or regulations of the Code of Ethics.
- 4.3 The ARC will ensure that any allegations received are taken seriously and investigated in an appropriate manner.
- 4.4 The ARC will deal firmly with those who act dishonestly. Following proper investigation, appropriate disciplinary action and / or criminal proceedings will be instigated.
- 4.5 Suppliers, contractors and partners acknowledge that they have read and understood relevant sections of the Code of Ethics policies, procedures and laws applicable to them.
- 4.6 Stakeholders who wish to remain anonymous when raising concerns are encouraged to use the following secure hotline:
- | | |
|-----------------------------|--|
| Free Call Telephone Number: | 0800 000 604 |
| Free Call Facsimile Number: | 0800 007 788 |
| E-mail: | arc@tip-offs.com |
| "Please call me" number: | 32840 |
| Tip-offs anonymous url: | www.tip-offs.com |

No-one will be subjected to retaliation for good faith reporting of a suspected violation.

- 4.7 Concerns can only be adequately investigated if all relevant facts concerning the issue being reported are disclosed. Stakeholders are encouraged to provide relevant facts including supporting documentation of available.

I, _____ the
undersigned in my
capacity as an authorised representative of
..... registration number
.....

HEREBY ACKNOWLEDGE:

1. That I have been explicitly informed of and consequently an fully aware of the fact that:
 - a) I must adhere to sections of the ARC Code of Ethics, supply chain policy and laws that apply to me as a supplier or contractor;
 - b) I will report to the ARC any violations and contraventions of its Code of Ethics, policies, procedures that I may become aware of;
 - c) Failure to adhere to (a) and (b) above will result in the cancellation of my contract with the ARC and the ARC in its sole judgement may pursue any other legal action it deems appropriate.

NAME(s): (BLOCK LETTERS)

CAPACITY of authorised agents:

SIGNATURE(s) of authorised agents:

SIGNED AT on this day of

WITNESSES: (Full name – BLOCK LETTERS – and signature)

1.

2.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following items shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids
- 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidised by its government and encourage 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 recognised 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 specific 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 goods 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, by is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution 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 sub-contractors) 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 goods 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 organisation 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 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility of all aspects of the project and delivers the full end product / service required by the contract

1.28 “Written” or ‘in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), 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 goods, 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, 0111, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information inspection

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

6. Patent rights

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

7. Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country, or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- b) A cashier's or certified cheque.

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

8. Inspections, tests and analysis

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

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

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

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

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

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit, and 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

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss and 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 to the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- e) Training of the purchaser's personnel, at the supplier's plant and / or on-site, in assembly, start-up, operation, maintenance, and / or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Variation orders

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 the 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 sub-contractor(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 by 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 service from a national department, provincial department or a local authority.

21.4 The right is reserves to procure outside of the contract small quantities or to have minor essential services executed is an emergency arises, the supplier's point of supply is situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

- a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- b) If the supplier fails to perform any other obligation(s) under the contract; or
- c) If the supplier, in the judgement 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 purchase 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 purchase 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 purchase intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the firstmentioned 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 Is 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.

23.7 If a court of law convicts a person of an offense as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, 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 in 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

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 antidumping or countervailing right is increased in respect of any dumped or subsidised 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 is and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonable 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 to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and / or damages to the purchaser; and
- b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the

address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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

32. Taxes and duties

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

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence 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. Transfer of contracts

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

34. Amendments of contracts

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 Of 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.