



BID NO: SAMSA/104/2024/25: THE SOUTH AFRICAN MARITIME SAFETY AUTHORITY(SAMSA) WOULD LIKE TO INVITE PROPOSALS FROM SUITABLE QUALIFIED SERVICE PROVIDERS FOR THE HEATING, VENTILATION AND AIR-CONDITIONING (HVAC) FITOUT PROJECT AT THE SAMSA DURBAN OFFICE.

PART 1

1.1 LETTER OF INVITATION TO THE SERVICE PROVIDER:

BIDS TO BE SUBMITTED TO:

South African Maritime Safety Authority
146 Lunnon Road
Cnr Jan Shoba & Lunnon Road
Hillcrest
0183

Attention: I Mothoane

Tel: 012 366 2600

email: imothoane@samsa.org.za

ISSUE DATE:

13 DECEMBER 2024

COMPULSORY SITE INSPECTION:

17 JANUARY 2025

TIME:

10:00 AM

ADDRESS

**SAMORA HOUSE,
2 SAMORA MACHEL STREET,
DURBAN**

CLOSING DATE:

31 JANUARY 2025 at 11:00 AM

1.2. OBJECTIVES

The purpose of this Request for Proposal (RFP) is to appoint a suitable and qualified service provider for the Heating, Ventilation and Air-Conditioning (HVAC) fitout project at the SAMSA Durban office.

Technical and administrative queries:

Queries relating to these documents may be addressed in writing only quoting the Bid No. for attention: imothoane@samsa.org.za

Submission of Bids:

- Number of ORIGINAL bid documents for contract signing TWO.
- Electronic Copy of the original document in PDF (flash drive) ONE.

Bid documents must contain two original documents, initialled on each page thereof and signed where required (two separate envelopes: one for Pricing and the other for technical documents).

A digital version on USB/Memory stick containing the bid document and all other supporting documents (fully submitted bid proposal with its attachments) must be provided of all tender documentation within the bid envelope.

These serve as the original sets of bid documents and form part of the contract.

The proposals may be submitted in sealed envelopes delivered at the Pretoria Office South African Maritime Safety Authority 146 Lunnon Road, Cnr Jan Shoba & Lunnon Road, Hillcrest, 0183 and should be deposited in the box located at the reception.

The Bid number and tender description **MUST** be clearly indicated on the cover of the bid document. It is the responsibility of each bidder when submitting to ensure that they complete the Tender Register at the Reception. The closing date and time for receipt of tenders is **31 JANUARY 2025** at 11H00.

IT IS THE RESPONSIBILITY OF EACH PROSPECTIVE BIDDER TO ARRIVE EARLY TO SUBMIT A BID AS THEY WILL BE REQUIRED TO FOLLOW BUILDING SECURITY PROTOCOLS OF REGISTRATION. SAMSA WILL NOT BE RESPONSIBLE FOR BIDDERS WHO ARRIVE LATE AND CLAIM THAT THEY WERE HELD AT SECURITY FOR REGISTRATION, WHICH WILL NOT BE ACCEPTED AS A REASON FOR LATE ARRIVAL OR LATE SUBMISSION.

Facsimile, and late tenders will not be accepted. It is important to note that all bids lodged will be examined to determine compliance with the bidding requirements and conditions. Bids with obvious deviation from the requirements, will be eliminated. Interested Bidders are expected to submit returnable documents on the original tender issued by SAMSA and written in black ink. This tender document may not be reproduced.

PART 2 - INSTRUCTIONS

1. INTRODUCTION SAMSA

1.1. The South African Maritime Safety Authority (SAMSA) was established on the 1st of April 1998 under the SAMSA Act 5 of 1998. The objectives of the Authority are:

- To ensure safety of life and property at sea;
- To prevent and combat pollution from ships in the marine environment; and
- To promote the Republic's maritime interests.

SAMSA has also been charged with the responsibility of executing the following:

- Administration of the Merchant shipping (National Small Vessel Safety) Regulation, 2007, as amended (the Regulations). The Regulations extends SAMSA's Core mandate to include inland waterways (only waterways accessible to the public) within the Republic. That is to ensure boating safety on our waters.

- Implementing and executing the Long-Range Identification and Tracking (LRIT) of vessels along the South African coastline. The Long-Range Vessels monitoring system assists in securing South Africa's coastal waters in the midst of the rising lawlessness at sea, with particular reference to the worrying scourge of pirate attacks along the east coast of Africa.

SAMSA's head office is based in Pretoria, while there are 8 other offices based along the South African coastline.

2. CONDITIONS OF BID AND CONTRACT

2.1 GUIDELINE ON COMPLETION

21.1. Bidders must ensure compliance on a paragraph-by-paragraph basis. Bids not completed in the manner prescribed may be considered incomplete and rejected.

2.2. CONFIDENTIALITY

2.2.1 The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.

2.2.2 All bidders are bound by a confidential agreement preventing the unauthorized disclosure of any information regarding SAMSA or its activities to any other organization or individual. The bidders may not disclose any information, documentation, or products to other clients without written approval of the accounting authority or the delegate.

2.3 INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT

2.3.1 Copyright of all documentation relating to this assignment belongs to SAMSA. The successful bidders may not disclose any information, documentation, or products to other clients without the written approval of the accounting authority or the delegate.

2.3.2 All the intellectual property rights arising from the execution of this Tender as read with the Agreement shall vest in SAMSA and the service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.

2.3.3 In the event that the service provider would like to use any information or data generated in terms of the Services, prior written permission must be obtained from SAMSA.

2.3.4 SAMSA shall own all materials produced by the service provider during the course of, or as part of the Services including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not.

2.4 CONTRACTUAL COMMITMENT

2.4.1 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written agreement has been executed by or on behalf of SAMSA. Any notification of preferred bidder status by SAMSA shall not give rise to any enforceable rights by the Bidder. SAMSA may cancel this Request for Proposal (RFP) any time prior to the formal written agreement being executed by or on behalf of SAMSA. SAMSA reserves the right at its sole discretion, and at any time, to amend, deviate from, postpone, discontinue, or terminate the transaction/procurement process without incurring any liability whatsoever to any other party. SAMSA reserves the right not to award this tender to the highest ranked or highest scoring bidder, as it needs to align its procurement practices to governance practices that are in line with its own growth path. These may include but are not limited to driving socio-economic development objectives that are enshrined in various government policies.

2.5 PAYMENTS

2.5.1 Payment terms may be negotiated with the successful bidder before awarding the bid.

2.5.2 SAMSA will pay the service provider for the service rendered in line with the contract. No additional amounts will be payable by SAMSA to the contractor without prior approval of the additional scope of work.

2.5.3 The service provider shall from time to time during the duration of the contract, invoice SAMSA for the services rendered. No payment will be made to the service provider unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to SAMSA.

2.5.4 Payment shall be made into the bidder's bank account or per cheque payment normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).

2.5.5 The service provider shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT, or other money required to be paid in terms of applicable law.

2.6 NON-COMPLIANCE WITH DELIVERY TERMS

2.6.1 As soon as it becomes known to the service provider that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, SAMSA

must be given immediate written notice to this effect. SAMSA reserves the right to implement remedies as provided for in the SLA.

2.7 WARRANTIES

2.7.1 The service provider warrants that: It can conclude this Agreement to the satisfaction of SAMSA.

2.7.2 Although the service provider will be entitled to provide services to persons other than SAMSA, the service provider shall not without the prior written consent of SAMSA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the services.

2.8 PARTIES NOT AFFECTED BY WAIVER OR BREACHES

2.8.1 The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.

2.8.2 No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.

2.9 SUBMITTING OF FRAUDULENT DOCUMENTS

2.9.1 The bidder must declare any Partnership or JV arrangements when submitting the proposal.

2.9.2 All parties to the bid (JV or Partnership) must submit all the required returnable documents as per the requirement of the tender.

2.9.3 A trust, consortium or joint venture must submit a consolidated BBBEE certificate to indicate their status level in line with the BBBEE Code of Good Practice. A copy of the joint venture/consortium agreement must be included.

2.9.4 A trust, consortium or joint venture will qualify for points for their BBBEE status level as an unincorporated entity, provided that the entity submits its consolidated BBBEE scorecard as if it were a group structure and that such a consolidated BBBEE scorecard is prepared for every separate bid.

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

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

2.10 SUBCONTRACTING AFTER AWARD OF TENDER

2.10.1 A person awarded a contract may only enter a subcontracting arrangement with the approval of SAMSA.

2.11 PROTECTION OF PERSONAL INFORMATION ACT (POPIA)

2.11.1 The bidder must be compliant with the Protection of Personal Information Act 4 of 2013.

2.11.2 The bidder must have the necessary appropriate physical, technological, administrative, and technical security measures to ensure the protection and confidentiality of personal information that it, or its employees, its contractors, or other authorised individuals comes into contact with to prevent loss or damage, or unauthorized access, processing or destruction.

2.12 COUNTER CONDITIONS

2.12.1 SAMSA draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.

2.13 RESPONSE PREPARATION COSTS

2.13.1 SAMSA is **NOT** liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.

2.14 CANCELLATION PRIOR TO AWARDING

2.14.1 SAMSA reserves the right to withdraw and cancel the Bid Invitation prior to making an award. The cancellation grounds include insufficient funds, where the award price is outside of the objective determined fair market-related price range or any process impropriety.

2.15 COLLUSION, FRAUD AND CORRUPTION

2.15.1 Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

2.16 FRONTING

2.16.1 SAMSA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary inquiries/investigations to determine the accuracy of the representation made in the bid documents. Should SAMSA establish any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting" during such inquiry/investigation, the onus is on the bidder to prove that fronting does not exist. Failure to do so within a period of 7 days from the date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies SAMSA may have against the bidder concerned.

2.17.1 RETURNABLE DOCUMENTS - COMPLIANCE AND GOVERNANCE VERIFICATION DOCUMENTS (Standard Bidding Documents)

- Number of ORIGINAL bid documents for contract signing **TWO**
- Electronic Copy of the original document in PDF (flash drive) **ONE**

Bid documents must contain two original documents, initialled on each page thereof and signed where required (two separate envelopes: one for Pricing and the other for technical document). A digital version on USB/Memory stick containing the bid document and all other supporting documents (fully submitted bid proposal with its attachments) must be provided of all tender documentation within the bid envelope. These serve as the original sets of bid documents and form part of the contract.

2.18 SUBMISSION FORMAT (RETURNABLE SCHEDULES)

The verification during this stage is to review bid responses for purposes of assessing compliance with RFP requirements, whereby a bidder may be disqualified if they do not fully comply, which requirements include the following:	
Invitation to Bid (SBD 1) must be fully completed and signed.	Refer to Annexure A
Submission of fully completed SBD 4 (Bidder's disclosure).	Refer to Annexure A
Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the relevant documents as proof for the points claimed for specific goal/s,	Refer to Annexure B
Detailed Proposal	PART 3
Submission of the General Conditions of a Contract (GCC)	Refer to Annexure D
Pricing Schedule	PART 5 - To be submitted in a separate envelope. Refer to Annexure E (BOQ)

2.19 QUERIES AND CLARIFICATIONS

2.19.1 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (letter or e-mail). Please make reference to Tender Notice and Invitation to Tender page of this bid pack for contact details. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

2.20 REASONS FOR DISQUALIFICATION

2.20.1 SAMSA reserves the right to disqualify any bidders who do not comply with one or more of the following bid requirements and may take place without prior notice to the bidder:

- Bidder whose tax matters are not in order (Instruction Note 09 of 2017/2018 Tax Compliance Status will apply).

- submitted incomplete information and documentation according to the requirements of this Bid document.
- submitted information that is fraudulent, factually untrue, or inaccurate information.
- received information not available to other potential bidders through fraudulent means.
- failed to comply with technical requirements as stipulated in the Bid document.
- misrepresented or altered material information in whatever way or manner.
- promised, offered or made gifts, benefits to any SAMSA employee.
- canvassed, lobbied in order to gain unfair advantage.
- committed fraudulent acts; and • acted dishonestly and/or in bad faith etc.

2.21 VALIDITY PERIOD

2.21.1 Bid should remain valid for at least hundred and twenty (**120**) days after the closing date.

2.21.2 The bidder should hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender document.

2.21.3 If requested by the employer, consider extending the validity period stated in the tender document for an agreed additional period.

2.21.4 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

2.22 LATE BIDS

2.22.1 Late submissions will not be accepted. A submission will be considered late if it arrived one minute after 11:00am or any time thereafter. The bid (tender) box shall be locked at exactly 11:00am and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

2.23 IMPORTANT DATES

Release of RFP	13 DECEMBER 2024
Site inspection	17 JANUARY 2025
Last day of queries	21 JANUARY 2025
Responses to queries	24 JANUARY 2025
Closing date for submission of proposals	31 JANUARY 2025

SAMSA reserves the right to amend any date specified above. Any changes will be communicated to the interested parties.

2.24 TRANSFORMATION

2.24.1 SAMSA promotes transformation within the maritime services sector of the South African economy and as such, bidders are encouraged to partner with majority black owned entities (51% black owned and controlled). Such partnerships may include the formation of a Joint Venture and/ or

subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities.

2.25 CLIENT BASE

2.25.1 SAMSA reserves the right to contact references during the evaluation and adjudication process to obtain information.

2.26 LEGAL IMPLICATIONS

2.26.1 Successful service providers will enter into a service level agreement with SAMSA.

2.27 PROHIBITIONS OF RESTRICTIVE PRACTICES

- a) In terms of section 4(1) 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:
- directly or indirectly fixing a purchase or selling price or any other trading condition.
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.
- b) If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

2.28 PRESENTATION

2.28.1 SAMSA may require presentations/interviews from short-listed bidders as part of the bid process.

2.29 SIGNATORIES

2.29.1 All responses to this tender should be signed off by the authorised signatories of the bidder.

2.30 SPECIAL TERMS AND CONDITIONS

- The SAMSA reserves the right to accept or reject any submission in full or in part, and to suspend this process and reject all proposals or part thereof, at any time prior to the awarding of the contract, without thereby incurring any liability to the affected bidders.
- This bid and the contract will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the PFMA. The special terms and conditions of contract are supplementary to that of the general conditions of the contract.
- Where, however, the special conditions of contract are in conflict with the general conditions of contract, the general conditions of contract will prevail.

- The SAMSA is the sole adjudicator of the suitability of the venue for the purpose for which it is required. Therefore, the SAMSA's decision in this regard will be final.
- No bids sent by the facsimile or email will be accepted.
- Bids must only be submitted at the SAMSA Office in Pretoria by the specified date and time.
- Bidders are welcome to be present at the opening of bids, but no pricing will be read out.
- The annexures are part of the bid documentation and must be signed by the bidder and attach to the bid document.
- The bid forms must not be retyped or redrafted, but copies may be used. Additional offers may be made but only photocopies of the original documents. Additional offers/submissions are regarded as separate and must be treated as such by the bidder. The inclusion of various offers as part of a single submission in one envelope is not allowed and will not be considered. Additional bid offers must be submitted separately in separate sealed envelopes.
- Bidders are required to provide SAMSA with their tax compliance status PIN.
- Proof of registration on the Central Supplier Database (CSD) must be provided.
- No tender shall be awarded to a bidder who is not tax compliant. SAMSA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder if it is established that such a bidder whose verification against the Central Supplier Database (CSD) proves non-compliant.
- Certified copy of B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the founding documents of a CC must be submitted.

DISCLAIMERS

SAMSA has produced this document in good faith. SAMSA, its agents, and its employees and associates do not warrant its accuracy or completeness. To the extent that SAMSA is permitted by law, SAMSA will not be liable for any claim whatsoever and how so ever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document. SAMSA makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and SAMSA shall have no liability towards the responding service providers or any other party in connection therewith.

NB: Important Notice: Bidders are to be aware of scammers who pose as SAMSA employees selling bid documents or offering monetary gratuity in exchange for information or awarding of bids. SAMSA is in no way selling the bid document, all documents shall be found on the SAMSA website and eTender Portal and awarded bids are notified through the website under "bids awarded" and SAMSA shall never ask any bidder for monetary gratuity in exchange for information or manipulating outcome of bids.

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.

PART 3 SCOPE OF WORK

1. EXECUTIVE SUMMARY

1.1 The purpose of this request for proposal (RFP) is to appoint a suitable qualified service provider for the Heating, Ventilation and Air-conditioning (HVAC) Fitout project at the South African Maritime Safety Authority (SAMSA) offices in Durban South Africa.

1.2 The project involves the following critical components.

- Supply, installation, tie-in, and commissioning of a complete HVAC.
- Installation of piping between the indoor units and the chilled water system backbone, mounting brackets, condensate drainage, and all required accessories.
- Ventilation of smaller area for create air low.
- Air-conditioning system (Variable Refrigerant Flow (VRF) type) to server rooms.
- The site is located at the building Samora House, 2 Samora Machel Street, Durban.
- This project is anticipated to take 10 weeks for the above-mentioned scope.
- Upon adjudication the Bill of Quantities (BOQ) quantities will be updated for alignment of final cost and appointment value.
- The HVAC contractor will be the only and main contractor on site.

2. WORK, PLANT, EQUIPMENT AND SERVICES EXCLUDED

2.1 The items of plant, equipment and work listed hereunder are specifically excluded from the scope of the contractor's obligations. The tenderer shall however furnish full details in the tender data sheets of any further items of equipment, material and work not provided for in its tender.

List of exclusions

- Site establishment items, temp power/water

Important Note

All items of plant, equipment and work not listed above and in the tender data sheets as being excluded, shall be deemed to be included in the tender and / or contract prices.

3. WORK, PLANT, EQUIPMENT AND SERVICES INCLUDED

This Specification provides and includes for –

- The design, manufacture, inspection, testing, supply, packing, forwarding and delivery of plant, equipment and materials to the site, including the payment of all freight, insurance, import, customs, excise and other duties, levies, forwarding, railage and all other transportation and delivery charges
- The furnishing of "know-how", for the successful operation/functioning of the plant/equipment/process
- Electrical connection for units to operate as required.
- The contractor shall provide SAMSA with a detailed sequence of the HVAC installation process, ensuring that the work is carried out in a manner that prevents any damage to the existing fitouts.
- The work will be carried out in phases and sections, specifically in the following order: 6a, followed by 6b, then 5a, and finally, 5b. (see below descriptor)
- Office occupants to be provided with a 1 week (5 working days) notice period prior to relocating from their current working space.

- Access to the filing rooms will be always maintained to ensure availability for users. A designated safe passageway must be provided to facilitate unobstructed movement.
- Careful removal of ceiling tiles and ceiling grid to allow for HVAC installation and reinstating ceiling after testing and commissioning is complete.
- Should the contractor cause any damage to the ceiling tiles during the HVAC installation, it will be the contractor's responsibility to replace the damaged ceiling tiles at their own cost.
- Shop drawings of the equipment and system i.e. Ducting and piping layouts. These shall be submitted for approval prior to procurement and/or manufacture.
- Management of manufacturing and delivery of HVAC ducting.
- Interface with building manager (Building HVAC maintenance contractor) during installation and commissioning
- The supply and delivery of commissioning spares
- The supervision of and responsibility for the commissioning including preliminary trials, final testing, starting, setting to work, proving, and handing over to Client of all plant, equipment and materials in full working order under the stated operating conditions and complying with the performance and other guarantees specified.
- The supply of all specified operating, training and maintenance information including complete parts data, parts manuals (if applicable) and drawings as specified.
- The remedy of the plant and equipment during the "Defects Liability Period"
- The supply of all services, information, and data
- Creating openings in walls as necessary for the installation of ductwork, followed by restoration and finishing to ensure the wall is properly sealed and repaired.
- In the event of any damage to the shop fronts, ceramic or carpet tiles during work, the contractor will be held responsible for repairing the shop fronts or replacing the damaged carpet tiles at their own expense.
- Ensuring that all furniture in work areas is either adequately covered or removed to prevent any potential damage during the execution of the project.
- Any damage to the drywall or paint caused by the contractor during work will be the contractor's responsibility to repair or replace the drywall and to repaint the affected areas, at their own cost.
- Any other items not covered by the foregoing but forming part of the contractor's obligations and responsibilities.
- The project must be completed within ten (10) weeks, covering both floors, from the date of appointment.
- The ten (10) weeks will be allocated as follows: five (5) weeks for the 5th floor and five (5) weeks for the 6th floor. The bidder is required to complete one floor in its entirety before proceeding to the next floor.
- The submission of a detailed ten (10) week project plan will serve as the contractor's commitment to complete the project within the specified ten (10) week timeframe.
- Cash flow of the previous mentioned project plan is important to ensure that contractor has funds to undertake works.
- Penalties will be imposed for any delays resulting in failure to complete the project within the agreed-upon ten (10) weeks.
- Lead time risks for equipment must be raised during the tender submission.
- Builders work and making good once HVAC installation is complete.
- HVAC response to system in fire conditions

3.1 GENERAL DESCRIPTION: HVAC SYSTEM

The General Description must be read in conjunction with the bill of quantity and HVAC drawings. The site is an existing office block. The installation will take place on the 5th and 6th floors. Installation is proposed to start on the 6th floor.

The numbering for sequences is as follows:

- Floor 5A – fifth floor/ North
- Floor 5B – Fifth floor/ South
- Floor 6A – Sixth floor/ North
- Floor 6B – Sixth floor/ South

The HVAC scope is described as following:

- Installation of Fan Coil Units and respective controllers (FCU) and ancillaries for a complete operating system
- Connection of FCU's to existing Water-Cooled Chilled Water system
- Supply and install insulated ducting for supply air.

Supply and install return air and fresh air ducting.

- Cold commission system (pressure test and balance water and air flows)
- Hot commission (Performance check and integrate with chilled water system)
- Building Management System (BMS) integration for monitoring and local control
- Supply, install and commissioning Variable Refrigerant Flow (VRF) to server rooms.
- Ceiling extract for kitchenette

3.1.1 Air-Conditioning System

The air-conditioning system back bone is water cooled chilled water system. The main chiller piping is in place.

3.1.1.1 Fan Coil Units

The contractor is expected to connect FCU from piping backbone.



Figure 1: Chilled water connection point to FCU

The indoor units shall be complete with a suitable and easily accessible filter, local control system, drain pan and drain piping.

The indoor units shall be controlled via wired remote-control stations. The minimum acceptable control functions are ON/OFF, FAN SELECTION and TEMPERATURE CONTROL.

Piping between the indoor unit and piping back bone shall be with flexible insulated rubber suitable for installation. The pipe shall fit together by capillary fittings and shall be further insulated.

All piping shall be visually inspected for quality before a hydrostatic pressure test is conducted on the piping. This must be witnessed by the engineer or site representative.

Condensate drains from the units must be piped to the nearest drain and allowing for a fall of 1:100. The HVAC contractor shall be responsible for the u-trap before the drain connection. Drain piping shall be uPvc conduit type and surface mounted. Exposed piping shall be placed within trunking. The trunking must be painted to suit wall colour and must be approved by Landlord.

Openings through the wall for piping must be closed and made good after installation by the HVAC contractor.

The HVAC contractor is expected to allow for alignment with existing installation to ensure maintainability past defects liability period.

Power from the nearest suitable point to FCU must be marked and installed with isolator within 1 m of unit. All electrical work must be submitted with sign off by master electrician.

All FCU must be cooling only.

FCU shall be supplied with suitable corrosion protection for the indoor application.

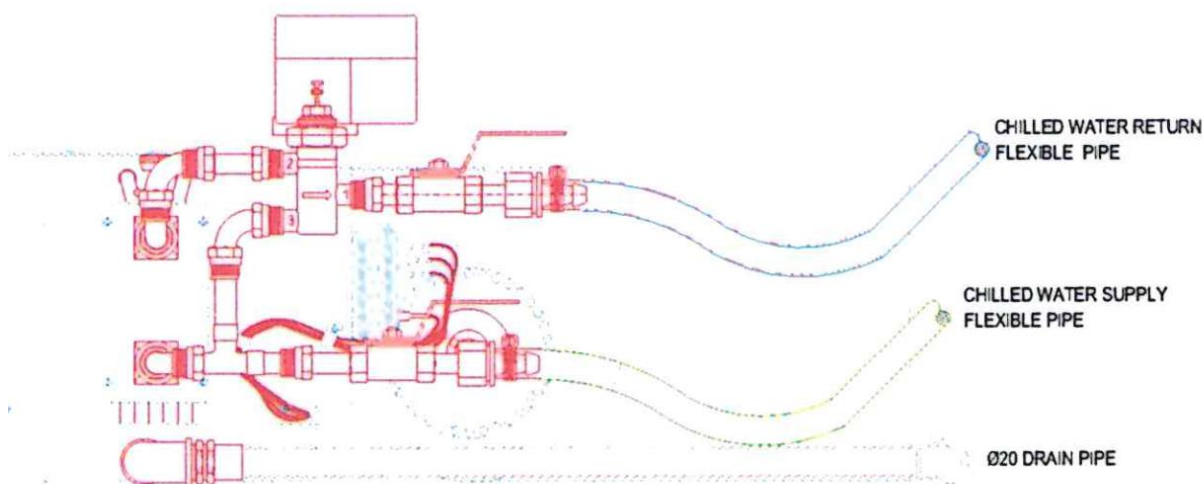


Figure 2: Existing FCU connection detail

3.1.1.2 Pipe supports

All refrigerant piping shall be supported from threaded rod with steel belt around piping.

All threaded shall be trimmed to not extend 20mm past installation nut.

All metal pipe supports shall be thermally insulated by means of thermal breaks from the refrigerant piping to prevent heat loss or gain and to prevent condensation of moisture on the pipe supports.

3.1.1.3 Pressure testing

All piping circuits shall be tested to a pressure of at least 1,5x times working pressure for a duration of 4 hours. No static pressure loss shall be acceptable during the test period.

All pressure tests shall be witnessed and certified by the Engineer. The expected pressure test is 6 bar but to be confirmed on day of testing.



Figure 3: Chilled Water pressure gauge reading

3.1.1.4 Piping insulation

Insulated pipe work penetrating through masonry or concrete elements shall have its insulation extended right through the penetration to ensure the vapour proof integrity of the insulation. All penetrations shall be sealed and caulked to approval by the Contractor.

Piping shall be marked to show direction of water flow.

3.1.1.5 Condensate Drains

The contractor shall supply and install all condensate drain piping required for the works (indoor and outdoor units), whether shown on the drawings or not.

Others shall only provide a trapped connection point in the relevant ceilings directly above the connection to the buildings waste drainage system, unless otherwise indicated on the drawings. The internal condensate lines shall have a minimum fall of 1:100.

The drain lines from individual air-conditioning units shall have a minimum internal diameter of 25 mm.

Condensate pumps shall only be provided where it is specifically shown on the drawings, or where it is factory installed as an integral component of the air-conditioner. The condensate pumps shall be insulated as per the refrigerant lines.

External condensate drain lines shall be in Class 0 or better copper piping. Elbows and fittings shall be of the compression or capillary type. Bending of Class 0 copper piping will not be allowed. Internal condensate drain lines shall be in u-PVC.

3.1.1.6 Aircon Control Systems

All controls for the automatic control of the Air-Conditioning Services shall be of the electronic type. The control system shall be an integrated component of the air-conditioning equipment and shall be installed and maintained as part of this contract.

All sensors and controllers etc. shall be types suitable for maintaining conditions within the limits as elsewhere specified. The whole of the installation shall automatically restart on restoration of power after a power failure.

All controller positions shall be confirmed with the Landlord prior to installation.

All space thermostats shall be suitable for wall mounting.

Remote control panels shall be fully labelled.

3.1.1.7 Variable refrigerant type air conditioning units

The outdoor units shall be complete with compressor(s), air cooled condenser, condenser fans, waterproof enclosure, and control panel and wiring, factory installed control and safety interlocks and switchgear, including interlocking with the indoor units.

The indoor units shall be complete with a suitable and easily accessible filter, three speed fan (minimum), drain pan and drain piping, direct expansion and cooling coil.

The indoor units shall be controlled via wired remote control stations. The minimum acceptable control functions are ON/OFF, FAN SELECTION and TEMPERATURE CONTROL.

The outdoor units shall be located on the roof plant area as indicated on the drawings and will rest on plinths if necessary and supplied by the contractor.

The complete installation shall be in accordance with the manufacturer's recommendations and instructions. The refrigerant piping shall be insulated, sized, and fitted with the necessary oil traps, all strictly in accordance with the manufacturer's requirements.

The condensing units' coils shall be treated with Bluechem anticorrosion treatment or equal and approved, with similar guarantees. The contractor shall submit a treatment certificate to an Engineer for approval prior to equipment installation. The contractor to ensure that the equipment manufacturer endorse the anticorrosion treatment product before it is applied on the equipment.

3.1.1.7 VRF Indoor Units

Mid-wall units are to be mounted on the wall, at the centre of the mounted wall from a horizontal perspective.

Piping between the indoor unit and outdoor condenser shall be with SABS 460, class 2 copper pipe. The pipe shall fit together by capillary fittings and shall be further insulated.

All piping shall be visually inspected for quality before a hydrostatic pressure test is conducted on the piping. This must be witnessed by the engineer or site representative.

The AC units shall have inverter type. The units should come with a contactor for allowance for connecting to an occupancy sensor. This could be 12V, however if the voltage of signal is different a transformer must be allowed for.

Acceptable unit makes are Midea, LG and Samsung. An Alternative unit must be proposed for approval.

Condensate drains from the mid-wall units must be piped to the nearest drain and allowing for a fall of 1:100. The HVAC contractor shall be responsible for the u-trap before the drain connection. Drain piping shall be uPvc conduit type and surface mounted. Exposed piping shall be placed within trunking. The trunking must be painted to suit wall colour and must be approved by project manager.

The control for mid-walls shall be done by wireless remote control. Care must be taken when running the control wire and conduits should be shared if possible. Chasing of conduits must be confirmed with structural engineer before breaking.

Outdoor units must be mounted on anti-vibration mounts.

Units must be stored safely before installation and covered if building work is continuing in an area. Openings through the wall for piping must be closed and made good after installation by the HVAC contractor.

Outdoor units shall be provided with suitable corrosion protection for outdoor installation.

3.1.1.9 Refrigerant Circuits

General

The condensing units shall be connected with refrigerant pipes to their respective indoor units as indicated on the drawings. The pipe work design shall comply with the manufacturer's specification in terms of piping sizes, refnets joints, design philosophy and distribution for proper refrigerant flow, so as not to compromise the capacity or functioning of the individual fan coils.

Unless refrigeration pipe work is provided with the equipment purchased, all exposed to view field refrigeration piping not laid in wire trays shall be of hard drawn Maksal, type RL, copper piping, suitable for refrigeration purposes using the selected refrigerant. Covered and hidden piping may be soft drawn Maksal, type RL, copper piping, suitable for refrigeration purposes.

All joints shall be soldered using silver solder containing at least 40% silver for copper to brass or other non-copper material and 10% min. silver for copper-to-copper joints. Connections to the condensing and evaporator equipment items shall be silver soldered.

Extreme care shall be taken during installation to keep the entire system clean and free of moisture. All tubing shall be kept sealed, except during construction/ installation. Refrigerant lines shall be run neatly, and horizontal runs shall be installed to a fall of 1:200 towards the compressors.

All refrigerant lines shall be neatly and adequately secured. Elbows, change in direction and welded joints shall be restricted to a minimum.

The refrigerant circuits shall have flexible vibration eliminators on all suction and liquid lines if these lines are $\varnothing 15$ mm or larger, unless the unit comes complete with these eliminators and/or the refrigeration connections are already isolated within the unit.

All refrigerant pipes to be covered with a galvanised trunking to prevent the insulation from UV rays. The trunking shall be painted as specified below.

3.2 Ventilation Systems

Ventilation is being supplied to the building by way of a ducted fresh air system in line with SANS 10400 O requirements.

Ventilation is being supplied throughout the building. All active ventilation will switch off in fire conditions.

The ducting to the internal fitout shall be confirmed on site.



Figure 4: Existing fresh air back bone

3.2.1 Ducting

All ducts shown on the drawings, specified or required for the various systems shall be provided by the Contractor.

The ducts shall be manufactured from galvanised sheet metal in accordance with the specifications and requirements for low pressure ducts as per SANS 10147 and 1238, as amended, and shall be installed, balanced and tested as per SANS 10173, as amended. Where the SANS standards are silent, or unclear on a particular aspect, the SMACNA standard for low pressure ducts shall be applicable.

Where changes in the duct sizes indicated on the Engineers drawings are required, due to site conditions or requirements, the new sizes shall be determined using equivalent hydraulic diameters and not cross-sectional areas. Rectangular duct aspect ratios more than 4:1 shall not be allowed. The minimum internal rectangular duct dimension for low and medium velocity ducting shall be 150 mm.

All hangers, brackets and other duct supports required for the installation of the ducts shall be manufactured from galvanised mild steel. Where the galvanised finish is damaged by cutting, drilling, etc., it shall immediately be painted with cold galvanising.

All external ducts shall be joined by means of transverse flanged duct joints, such as the MEZZ flange system. Flanged joints shall be sealed by means of a gasket or non-hardening mastic sealant applied between the flanges.

Internal ducts may be joined by means of transverse flanged duct joints, such as the MEZZ flange system, or slip (S and Drive) type joints. All internal duct joints shall be sealed with non-hardening mastic sealant, gaskets or external tape.

The top surfaces of external ducts shall be sloped to ensure water runoff. Under no circumstances shall water be allowed to pool on top of the ducts, especially at the flanges.

Final duct route to be confirmed on site before manufacture.

3.2.2 Duct insulation

Duct insulation shall generally be in accordance with SANS 0173, as amended.

All conditioned supply air ducting shall be flanged and externally insulated with 25 mm thick thermal insulation, complete with aluminium foil vapour barrier (FRK). The insulation shall be fixed over its full area with adhesive suitable for bonding between fibreglass blanketing and galvanised sheet metal and shall, in

addition, be mechanically secured at maximum intervals of 400 mm with nylon strapping, or by means of spot-welded pins with securing washers/heads of diameter not less than 30 mm.

All return air ducts associated with the ducted hide-away type air-conditioning systems shall be flanged and internally insulated with 25 mm thick thermal and sonic material (sonic lining). The insulation shall be fixed over its full area with adhesive suitable for bonding between fibreglass blanketing and galvanised sheet metal and shall, in addition, be mechanically secured at maximum intervals of 400 mm in any one direction by means of spot-welded pins with securing washers/heads of diameter not less than 30 mm.

Tenderers are to note that the one exception to the above occurs where the supply and return air ducting is exposed as part of the final finish, no insulation shall be required.

3.2.3 Fire dampers

Fire dampers shall be supplied and fitted in locations where ducts penetrate fire walls or other fire barriers. They shall comply with the requirements of SANS 193 and NFPA bulletin 90A and have a fire rating of not less than two hours. Trip mechanisms may be of the fusible link or of the bi metallic strip type.

Fire dampers shall be complete with butterfly type damper blades, which shall remain locked in the closed positions after tripping. Dampers shall be of the manual re set type, resettable from outside the damper casing without the use of access doors or panels.

Each fire damper shall be clearly marked, and the Open/Closed status of the damper shall be indicated outside the damper casing.

Dampers shall be sized to ensure that their nominal free area in the Open position is the same as the connected duct free area. The dampers shall be installed to allow easy access to their manual reset mechanism.

Where a damper cannot be installed immediately adjacent to the relevant fire partition, the section of duct between the damper and the fire partition shall be of the same thickness and fire rating as the damper casing. Any treatment to the ducting to ensure the fire rating shall be applied by the contractor.

Bearings to be free of maintenance made of stainless steel or sintered bronze.

Contractor to include pressure drop figures in submissions.

3.2.4 Flexible connections

Flexible connections shall be provided at the junctions between all fans, attenuators, air-conditioning units or other vibration inducing equipment and ducts.

The flexible connections shall be manufactured from non-combustible material approved by the local authorities and shall be complete with bolted flanges to join the two component sections. Care shall be taken in the mounting and support of the ducts joined by flexible connections to ensure that no strain is placed on the material during static and dynamic operating conditions.

External flexible connections shall be protected from direct sunlight with galvanised sheet metal cover strips.

Flexible connections to ducting conveying conditioned air shall be externally insulated with 25 mm thick thermal insulation, complete with aluminium foil vapour barrier (FRK). The insulation shall be mechanically secured at maximum intervals of 200 mm to the adjoining ducting by means of spot welded pins with securing washers/heads of diameter not less than 30 mm.

3.2.5 Flexible ducts

Flexible round ducts shall only be used for connecting diffusers and grilles to the supply, return and extract air ducts.

Flexible ducts shall be factory manufactured from non-combustible, wire reinforced, aluminium material, acceptable or approved by the relevant local authorities. Each flexible duct section shall have a maximum length of 1 m and be used only in straight connections-**no bends are permitted due distortion that happens on the bends**. Flexible ducts shall be joined to the sheet metal duct and diffusers with suitable clamps and duct sealant.

Flexible ducts conveying conditioned air shall be of the insulated type, equal to Advantage Air Aluflex.

3.2.6 Conditioned supply air diffusers

Constant volume swirl diffusers in 595 x 595 plates, Rickard SCD or equal, shall be provided where shown on the drawings. The diffusers shall be epoxy powder coated to the project managers colour detail.

3.2.7 Fresh air supply grilles

Supply air grilles shall be of the double deflection type, Europair DD type grille or equal and approved. The grilles shall be of an all-aluminium construction and be finished in epoxy powder coated paint to the Architects colour detail.

The grille sizes shown on the drawings relate to the neck sizes and not over flange sizes.

3.2.8 Return air grilles

Return air grilles shall be of the fixed bladed type, Europair RA type grille or equal and approved. The return air grilles to be hinged installed with filters and connected to the AC units with flexible ducts. The grilles shall be of an all-aluminium construction and be finished in epoxy powder coated paint to the project managers colour detail. The grille sizes shown on the drawings relate to the neck sizes and not over flange sizes. Return air grilles sizes shall be as shown on the drawing.

3.2.9 Air transfer grilles/Door grilles

Air transfer grilles shall be of an aluminium construction and be finished in epoxy powder coated paint to the project managers colour detail. The grille sizes shown on the drawings relate to the neck sizes and not over flange sizes.

3.2.10 Butterfly/Volume control dampers

Butterfly dampers shall be provided at positions indicated on drawings and shall be suitable for hand operation and complete with quadrant and locking device. Engineer will not allow installation of butterfly dampers manufactured by the contractor. All sheet metal ducting shall be supported to the slab by means of appropriated hangers subject to approval of the engineer.

3.2.11 Fresh Air Supply Control Systems

The fresh air supply system to air-conditioned areas shall be installed with a timer. During fire mode, the supply air fan shall shut off and restart automatically once normal operation has been reinstated.

3.3 Fixing of Equipment

The Contractor shall identify the location of hangers and/or other support points of all equipment with a mass more than 25 kg to the Structural Engineer. Approval of the proposed hanging and fixing shall be obtained from the Structural Engineer, prior to carrying out the work.

All lightweight fixing to brick or concrete shall be made with steel screws and "Fischer" or other approved plugs. Holes of the required size for the plugs, which shall suit the screws used, are to be neatly drilled in the concrete or brickwork (not in the joints between bricks) to a depth excluding plaster or soft wall finish equal to at least the length of the plugs. The plug lengths shall be such that all the threaded length of the screws are in the plugs.

Fixings to timber shall be made with greased brass wooden screws. For fixing to hollow tiles, etc., screw anchor type fixings shall be used, fitted as above as far as possible. Fixing to soft or hard fibre boards, etc., which are inaccessible to the back, shall be made with sherardized self-tapping screws of appropriate sizes.

All heavy weight fixings to brick or concrete shall be by means of appropriately sized grouted galvanised bolts or by one of the various types of suitable expanding bolt fixings. After erection of equipment all exposed metalwork of fixings shall be treated with two coats of paint to match the finish of the equipment. Bolts shall in all instances be secured by means of a washer on the bolt head side and a lock washer on the nut side of the items being bolted.

Where the Contractor is in any way uncertain of the method of fixing of any plant or material, the proposed fixing and loading involved shall be cleared with the Engineer prior to carrying out the work on site.

3.3.1 Vibration Isolation

Unless otherwise noted on the equipment schedules hereafter, all mechanical equipment, i.e. machinery, piping, ducting, etc., shall be mounted on vibration isolators to prevent the transmission of vibration and mechanically transmitted sound to the building structure.

3.3.2 Corrosion Precautions and Finishes

All materials such as brackets, hangers, etc., shall be shot blasted, pre painted, galvanised, or treated against corrosion prior to their delivery to site. Any work that will require site cutting, etc., i.e. exposure of the bare steel to the atmosphere, shall immediately be treated by cold galvanising, painting, etc.

The method of treatment for the above shall depend on the environment and type of surface to be coated. The surface preparation, primer coats, finishing coats, etc. shall therefore be in accordance with those specified by reputable paint manufacturers such as Plascon, Dulux, etc.

All black steel piping, support brackets, hangers, etc., installed inside the building shall be treated with two coats of corrosion inhibitor paint prior to installation. The first coat shall be allowed to dry completely before the next coat is applied.

A further coat of corrosion inhibitor shall be applied after installation and allowed to dry completely. Two coats of enamel paint, to the Engineers specification, shall finally be applied. The first coat shall be allowed to dry completely before the next coat is applied.

All black steel piping, support brackets, hangers, etc., exposed to the weather shall be hot dipped galvanised.

All duct, supports, equipment and materials exposed to view (i.e. not in shafts, false ceiling, bulkheads, etc.) shall be cleaned, primed and then finished with two coats of enamel paint to the or Engineer's specification. Each application shall be allowed to dry completely before the next coat is applied. The only

exception to these stipulations shall be in the case of subcontracts, where the Contractor shall only apply the primer coats and the Principal Contractor the finishing coats.

Colour coding shall follow the coding currently used on site. If no colour coding is in use, or in the case of new installations, the latest SANS 10173 (clause 6) and SANS 10140 Standards shall be used.

Plant and equipment, pre painted or pre primed at the factory shall be examined to ensure that the paint finishes are in a good condition. If not satisfactory, priming paint or finishing coats shall be removed where necessary, the surface cleaned to remove rust, and all such surfaces re primed and finished in two coats of high-quality paintwork to match the original.

The contractor shall fix black on white ivory labels to all items of equipment (machinery, fans, pumps, electric heater batteries, humidifiers, air handling units, outdoor condensers, etc.), as well as to all active valves (motorised and solenoid) and major isolating valves.

The labels shall be screwed or pop-riveted to the equipment and attached to the valves with steel cables. The lettering shall not be less than 10 mm in height and the wording shall be approved by the Engineer. The wording and tag numbers shall be the same as those used in this specification and indicated on the drawings.

3.3.3 Electrical Work

All electrical switchgear and wiring required for the proper operation of the works shall be provided by the Contractor.

Maintenance Isolators shall furthermore be provided by others within 1 m of all ventilation fans and FCUs. The air-conditioning contractor is to allow for the connection between these isolators and his equipment. Others will furthermore provide the following conduits and draw boxes:

The Contractor shall liaise with the Principal Contractor and Electrical Contractor and provide all necessary assistance, information (such circuit breaker type and overload protection required), etc., to ensure that the correct power supplies are provided to the HVAC equipment. The Contractor shall ensure that the power supply to the equipment is installed correctly and that, once switched on, it will not damage the equipment.

All costs arising from the failure to comply with the above instructions will be for the Contractors account.

3.3.4 General

The contractor shall as part of the contract also allow for:

All the foregoing shall be carried out by the Contractor in accordance with the Specification and the other contractual documentation to complete the Contract Works within the Contract Program and at the Contract Price stated in the Contract.

The whole of the Contract Works shall be complete in every respect, ready for operation and continuous production at full load. Should any part or parts of the plant/ work/ services/ information which may be necessary for the satisfactory operation and maintenance of the plant/ equipment be omitted by the Contractor, such items shall be provided expeditiously by him free of all extra cost to the Client.

The contractor shall supply and install all equipment and materials necessary for the complete and correct electrical operation of the mechanical services under normal operation, fire mode and emergency power mode.

The contractor shall allow a fire signal, specifically a 2-pair cable for final connection by the mechanical contractor to the control terminals. Note that the fire signal shall be a fail-safe type consisting of a potential

free normally closed circuit. Further note that the fire signals relay is only able to switch up to a maximum of 5 amps / 220-volt AC.

All items of equipment shall be of good quality regarding design and manufacture and shall be completely satisfactory for operation, control, safety, and maintenance under all conditions of service.

Uniformity of type and manufacture of switchgear, control gear, fittings and accessories shall be preserved throughout the whole of the installation.

3.4 Commissioning Requirements

Commissioning of the works shall form part of the Subcontract. All air-conditioning equipment shall be commissioned by the equipment supplier.

The Contractor shall prepare detailed commissioning schedules well in advance of the programmed practical completion inspection date.

The schedules shall make allowance for all measurements that will be required, checking of operational and safety set-points, test results, etc., and shall be submitted to the Engineer for approval prior to the start of commissioning.

The Contractor shall submit the completed schedules to the Engineer for checking after commissioning has been completed, and prior to the practical completion inspection.

The Contractor is forewarned that the Engineer will under absolutely no circumstances deviate from the above procedure. The Engineer furthermore reserves the right to refuse to carry out the practical completion inspection until the Contractor has complied with the above stipulations. The Contractor shall accept this reserved right by the act of tendering.

Each task in these schedules shall be countersigned by the Contractors Commissioning Engineer to ensure that any discrepancies between site and commissioning conditions/data can be clarified.

The minimum commissioning requirements are:

Initial visual check

- Correct models, types, etc. provided.
- Equipment located in correct positions and parallel to building lines unless otherwise specified.
- Shipping fasteners, clamps, etc. removed or released.
- Joints tight and correctly fitted.
- All fasteners in position and tight.
- Coil piping correct configuration. (Counter flow, IN at the bottom, OUT at the top, etc.).
- Existence of sufficient and where applicable correctly fitted bleed off, vent valves, drains, etc., as specified. (Both at components and in pipework.)
- Thermal expansion and contraction allowances.
- Access panels provided and are hinged complete with handles, patches, locks, etc.
- Natural free movement of rotary/moving equipment.
- Proper isolation of rotary/moving equipment (check canvas collars anti vibration mounts, flexible couplings/rubber mounts, etc.).
- Soundness and alignment of general supports.
- Grommets provided against chaffing at all pipe cables, etc. penetrations through housings, etc.
- Installation workmanship and finish.

Pre-switch on checks

- Merge all electrical circuits for correct continuity, etc.
- Check oil levels and lubricate where applicable.
- Run fan impellers by hand to see that they are free of obstructions.

Post first switch on checks

- Listen for strange noises from equipment items.
- Check for unbalanced rotary items.
- Vibration transmitted to fixed elements, such as ducts, structure, pipework, etc. (Anti vibration mountings, flexible canvas collars, to be checked for isolation.)
- Moving/rotary equipment smooth operation, i.e. free of excessive vibration, drumming, rumbling, etc.
- Excessive air and other fluid leaks (prime suspects: Evaporator units' joints and canvas collars).

Air filter

- Cell media correct.
- Satisfactory filter bedding.
- Bypass air around cells and frames.
- Easy removal of filter cells.
- Positive locking devices.

Coils

- Coil materials.
- Cooling coil drip tray material.
- Cooling coils drip tray, front and rear extensions.
- Coiling coil drip tray piping integrity (fall, slope, trap, etc.).

Insulation

- Securement.
- Type and thickness.
- Soundness/integrity of joints.
- Vapour barrier, where applicable.
- Wooden rings, or other approved thermal break, at supports.

Air-conditioning units

- Merge all electrical circuits.
- Check air flows for possible short circuiting.
- Check rotation of equipment, fans, compressor, etc.
- Measure ON/OFF ambient air condition.
- Check expansion valve superheat setting.
- Check all safeties, such as HP, oil switch, anti-freeze stat, overloads, anti-cycle timer, etc., if necessary, blank off condenser airflow or isolate condenser fan for HP cut out test.
- Check crankcase heater operation, if applicable.
- Check oil level.
- Check condensate drainage, including condensate pumps.
- Check electrical connection soundness/tightness.
- Check panels air-tightness (all fasteners in place and tight).
- Check vibration isolation of refrigerant pipework from other components.
- Check grommets provided at piping, cables, etc. entries into unit.

Electrics

- Check motor sizes.
- Check motor types.
- Check amperage against motor nameplate ratings.
- Motor direction of rotation.
- Electrical wiring, etc.
- Starters overloads settings, etc.

- Interlocks.
- Check soundness of all wiring connections (particularly ammeters.).

General

- Lubrication.
- General noises (record unusual levels).
- Colour coding provision.
- Space cleanliness.
- Spare parts/operating manuals handed over.

Air systems

- Measure and record air flow at air registers.
- Measure excessive noises if any.

It is hereby recorded that the checking, testing, adjusting, measuring, setting, confirming, reporting, etc., of the foregoing items are the minimum requirements. Additional tasks which are necessary for the proper commissioning of the works shall be conducted by the Contractor as required.

3.5 Operating and Maintenance Manuals

Three sets of operating and maintenance manuals shall be prepared by the Contractor. These manuals shall be submitted to the Engineer for approval 1 week prior to the programmed date for the practical completion inspection.

Tenderers are to note that the said practical completion inspection shall not be carried out prior to the approval of these operating and maintenance manuals.

The manuals shall be properly bound and titled. Each set shall consist of 4 sections. Each section shall have the following sub-sections:

Section 1 – Operation

Introduction:

Short description of the complete system to familiarise laymen with the system lay-out and operation.

Detailed description:

A detailed description of each system and its equipment, complete with schematic drawings. The purpose of this system is to explain the intended operation of each system and item of equipment to technical personnel. Detailed descriptions of the operation, set-points, adjustments, etc., are thus to be included.

Section 2 - Commissioning data

Schedules of data:

Detailed schedules of commissioning data of all the systems shall be included in this section for future reference. These schedules shall include, amongst others, air flow rates, major equipment power draws, pressure drops, etc.

Section 3 – Maintenance and Warranty

The Contractor shall prepare detailed weekly, monthly, 6-monthly, and annual maintenance and service schedules, as required, for the complete works. These schedules shall be included in the Operating & Maintenance Manuals and will be submitted to the Engineer for approval.

The tenderers shall allow for four (4), equally spaced, service visits to be carried out during the warranty period. A detailed service report together with a copy of the completed maintenance and service schedules shall be passed on to the Engineer on completion of each service visit.

The Contractor shall provide a logbook, which shall be stored in an approved location on site. A short description and any relevant comments relating to the service visits or defect repairs, and all pressures, power draws etc., to be logged, shall be noted in the logbook at the end of each visit.

Each entry shall be signed and dated by the serviceman, as well as counter signed by the Employers representative. A new logbook shall be provided by the Contractor when required and the old book passed on to the Employer via the Engineer.

Schedules:

This section shall contain detailed maintenance and service schedules for the complete installation.

Equipment details:

This section shall contain manufacturers' brochures, spare parts lists, etc., of all the items of equipment.

List of suppliers:

The list of suppliers (complete with addresses and telephone numbers) for each item of equipment shall be included in this section.

Section 3.2 – Warranty

Provision of full maintenance and guarantee of mechanical equipment and installation for the full 12-month period. The maintenance period shall start after practical completion is achieved. Service sheets to be submitted for every service carried out. Refer to tender specification.

Section 4 – Drawings

As-built drawings:

As-built drawings shall be prepared by the Contractor. These drawings shall be submitted to the Engineer for approval 1 week prior to the programmed date for the practical completion inspection of the last section of the works.

A complete set of as-built drawings shall be enclosed in this section.

In addition to the above, one operating and maintenance instruction booklet per air-conditioning unit installed shall be provided by the contractor prior to the practical completion inspection. It is to be noted that under no conditions will the practical completion inspections be carried out unless these instruction booklets have been handed over to the Engineer.

It shall be the contractor's responsibility to advise the air-conditioning units' suppliers of this requirement at tender stage and to ensure that any associated costs are allowed for in the tendered subcontract sum.

3.6 Instruction

The Tenderers shall allow a period of 4 working hours for instructing of the Employers representatives and the Engineer on the operation, maintenance, and adjustment of the systems.

Instruction shall take place during the warranty period on a date and time to be identified by the Engineer.

4 SERVICE LEVEL AGREEMENT

A service level agreement (SLA) cost should be provided as part of the bid. This is for the maintenance and upkeep of the installation after the defect's liability period. The SLA should include but not be limited to:

- Servicing of AC units
- Cleaning of filters
- Checking and testing performance
- Preventive maintenance on moving parts

5 SITE INFORMATION

The site is located at the building Samora House, No. 2 Samora Machel Street, Durban.

6 TECHNICAL DATA SHEETS/ SUBMISSIONS

The following must be submitted with the bid for consideration:

- Brand/specification of Fan Coil Unit (FCU)
- Brand/specification of VRF/VRV system

7 DRAWINGS

The following drawings form part of this document:

No	Description	Drawing Number	Rev
1	SAMSA 5th & 6th FLOORS HVAC LAYOUT	2340-HVAC-LYT-01-01	0

8 SPECIFICATIONS

No	Description	Document Number
1	National Building Regulations	SANS 10400 Part O
2	Air-conditioning Duct work	SANS 1238:2005
3	Ventilation Brattices and ducting Part 1: Flexible ducting	SANS 1287-1: 2007
4	Ventilation brattices and ducting Part 2: Brattices, unsupported	SANS 1287-2: 2007
5	Filters for use in Air-conditioning and general ventilation	SANS 1424:2013
6	Refrigerating systems including plants associated with air-conditioning systems	SANS 10147:2014
7	The installation, testing and balancing of air-conditioning ductwork	SANS 10173:2003
8	Copper pipe	SABS 460 class ½
9	Steel Piping specification and fittings	SANS 61 -1/2

PART 4 EVALUATION PROCESS

1.1 Legislative and regulatory framework

1.1.1 The evaluation of bids received will be conducted with accordance with the prescripts of the Preferential Procurement Policy Framework Act 2000 (Act no.5 of 2000), its Regulations of 2022 and the evaluation criteria as stipulated in the specification/terms of reference and special conditions of contract.

1.2 Phase 1: Compulsory site inspection

Bidders are required to attend a compulsory site inspection and sign the attendance register. Failure to attend the site inspection will lead to disqualification.

Compulsory site inspection details

Date: 17 JANUARY 2025

Time: 10:00 AM

**Address: Samora House,
2 Samora Machel Street,
Durban**

1.3 Phase 2: Evaluation process and criteria

Evaluation will include the following:

- (i) Verify all declarations (SBD 4 – Declaration of interest).
- (ii) Determine whether any Government official participated in the bidding process.
- (iii) Verify whether all applicable forms have been signed.
- (iv) Submission of the Tax certificate and the copy of the CSD.
- (v) All bids will be evaluated in terms of functionality and preference point system which comprises of the following:
- (vi) In addition to the above bidders are required to submit the following documents as reflected in this Bid document, which cover the following:
 - Technical Proposal in line with the Technical Evaluation Criteria

Note: Failure to comply with the requirements assessed in Level 1 (governance), may lead to disqualification of bids.

1.4. Phase 3 – Mandatory requirements

Bidders must submit the following requirements failing which is going to automatically disqualify the bidder. (Non-submission will lead to disqualification)

- A certified copy of letter of Good Standing from the Compensation Commissioner in terms- of COIDA.
- Submit proof (a letter of confirmation from CIDB or a printout from CIDB website) of CIDB grading 3ME.

- The responsible person for the installation of the HVAC must be in possession of N3 certificate. The incumbent must be registered with South African Institute for Refrigeration and Air Conditioning (SAIRAC) or South African Refrigeration and Air Conditioning Contractors Association (SARACCA). Provide certified copy of N3 certificate and certified copy of the certificate of SAIRAC/SARACCA.
- The person responsible for the electrical work must be in possession of Trade test certificate. Bidder must provide a certified copy of Trade test certificate.
- The person responsible for Occupational Health and Safety experience must be in possession of a certificate in Safety Management or registration with SACPCMP (South African Council for Project and Construction Management Professions). Provide certified copy of certificate in Safety Management or registration with SACPCMP (South African Council for Project and Construction Management Professions)
- The bidder must submit the Gant Chart Project plan showing critical milestones with cashflow, with planned complete installation within ten (10) weeks.

NB Please note that all required certificates above must have been certified for a period not longer than three (3) months from the date of tender closing.

1.5 Phase 4 - Functionality/Technical evaluation

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder.
- Bidders will not rate themselves but need to ensure that all information is supplied as required.
- The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- The BEC will individually evaluate the responses received against the following criteria as set out below. Each individual criterion on the score sheet using the following scale.
- The threshold values set for the qualification of bid is **75/100** for weight and all the bidders who score below this score will be eliminated.

1.5.1 Evaluation criteria

The evaluation will be done as follows:

A minimum score of 75 points out of 100, must be achieved to be eligible for further evaluation on price / SAMSA goals (80/20) preference points.

CRITERIA		POINTS
1. REFERENCE LETTERS The bidder must demonstrate experience in the Supply, Install and Delivery of the HVAC system.	Three (3) or more reference letters submitted for the installation of HVAC system. - 40 points	40

The bidder must submit a minimum of three (3) reference letters of HVAC projects successfully completed in the last five (5) years. The letters must be in the client's letterhead, signed, dated and must have all the contact details of the client. SAMSA reserves the right to contact the references during the evaluation of the tender.	Two (2) reference letters submitted for the installation of HVAC system. -20 points			
	One (1) reference letter submitted for the installation of HVAC system. -10 points			
	Zero points for non-submission			
2.TEAM EXPERIENCE The bidder must submit the CVs of the project team. The CVs must include the following. Number of years of experience CV/s to be submitted per category. SAMSA reserves the right to contact the referees submitted on the CVs.	Responsible Person with experience on HVAC – 20 points			60
	5 years or more experience	20 points		
	less than five (5) years but a minimum of two (2) years' experience	10 points		
	Less than two (2) years' experience	Zero (0) points		
	No submission- Zero (0)			
	Responsible Person (Specifically electrical installation experience) -20 points			
	5 years or more experience	20 points		
	less than five (5) years but a minimum of two (2) years' experience	10 points		
	Less than two (2) years' experience	Zero (0) points		
	No submission- Zero (0)			

	Responsible Person (Specifically Occupational Health and Safety experience) -20 points			
	5 years or more experience	20 points		
	less than five (5) years but a minimum of two (2) years' experience	10 points		
	Less than two (2) years' experience	Zero (0) points		
	No submission- Zero (0)			
TOTAL POINTS				100

1.6 Phase 5: Evaluation criteria in terms of the Preferential Procurement Regulations 2022 (Below R50 million)

- The following preference point systems are applicable to invitations to bid:
 - 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).
- Either the 90/10 or 80/20 preference point system will be applicable in this bid. The lowest/ highest acceptable bid will be used to determine the accurate system once bids are received.
- Points for this bid (even in the case of a bid for income-generating contracts) shall be awarded for:
 - Price; and
 - Specific Goals.

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P}{P} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P}{P} \right)
 \end{array}$$

Where

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

PART 5: PRICING MODEL

Refer to Annexure E - the Bill Of Quantities (BOQ)

STANDARD BIDDING DOCUMENTS

ANNEXURE A

INVITATION TO BID

SBD1

PART A

BID NUMBER:	SAMSA/104/2024/25	CLOSING DATE:	31 JANUARY 2025	CLOSING TIME:	11 H00 am
DESCRIPTION	BID NO: SAMSA/104/2024/25: REQUEST TO APPOINT A SUITABLE FOR SERVICE PROVIDER FOR THE HEATING, VENTILATION AND AIR-CONDITIONING (HVAC) FITOUT PROJECT AT THE SAMSA DURBAN OFFICE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SOUTH AFRICAN MARITIME SAFETY AUTHORITY					
146 LUNON ROAD					
CNR JAN SHOBA & LUNNON ROAD, HILLCREST					
HATFIELD, 0183					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	IVOR MOTHOANE				
TELEPHONE NUMBER	012 366 2600				
FACSIMILE NUMBER	012 366 2601				
E-MAIL ADDRESS	imothoane@samsa.org.za				
SUPPLIER INFORMATION					
NAME OF BIDDER					
NAME OF CONTACT PERSON					
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]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? NO					☐ YES ☐
DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO					☐ YES ☐
ES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES ☐ NO					☐
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? NO					☐ YES ☐
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? NO					☐ YES ☐
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 E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

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

Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 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:

.....

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:

.....

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.

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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 purchases / 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\$ 10 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 applicable 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 R10 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 R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or 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; renewable 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 R10 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 X 84, 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@thedti.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.....

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

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

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

GENERAL CONDITIONS

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

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

Either the 90/10 or 80/20 preference point system will be applicable in this bid. The lowest/highest acceptable bid will be used to determine the accurate system once bids are received.

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

- (c) Price; and
- (d) Specific Goals.

1.2 The preference point system application must not exceed 100 and must be applied as per below:

1.2.1 The 80/20 preference system:

The maximum points for this bid are allocated as follows:

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

** Point allocation break down provide below

1.2.1.1 SPECIFIC GOALS: 80/20

SPECIFIC GOAL	Points
Goal 1: Historically Disadvantaged Individuals (14)	
a) who had no franchise in national elections before the 1983 and 1993 Constitutions	7
b) who is a female	5
c) who has a disability	2
Goal 2: who is youth	3
Goal 3: Locality (NATIONAL)	3
TOTAL	20

1.2.2 The 90/10 preference system:

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS**	10
Total points for Price and SPECIFIC GOALS	100

** Point allocation break down provide below

1.2.2.1 SPECIFIC GOALS: 90/10

SPECIFIC GOAL	Points
Goal 1: Historically Disadvantaged Individuals (7)	
a) who had no franchise in national elections before the 1983 and 1993 Constitutions	4
b) who is a female	2
c) who has a disability	1
Goal 2: who is youth	1
Goal 3: Locality (NATIONAL)	2
TOTAL	10

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

1.4 SAMSA reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by SAMSA

2

DEFINITIONS

- (a) **locality** means the promotion of SMMEs located within the specific area;
- (b) **bid** 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 bidding process or any other method envisaged in legislation;
- (c) **price** means an amount of money bided for goods or services, and includes all applicable taxes less all unconditional discounts;
- (d) **rand value** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (e) **bid 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 SAMSA and a third party that produces revenue for SAMSA, 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
- (f) **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
$P_s = 80 \left(1 - \frac{P_t - P}{P} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P}{P} \right)$

Where

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

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
$P_s = 80 \left(1 + \frac{P_t - P}{P} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P}{P_{max}} \right)$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. Specific goals for the bid and points claimed are indicated per the table below.

4.1.1. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 1.4

	SPECIFIC GOAL	Percentage (%) owned	Points claimed (as per 1.4) (multiply % by the points allocated on 1.4)
HDI	Equity ownership by persons who had no franchise in the national elections		
	Equity ownership by women		
	Equity ownership by disabled persons		
	Equity ownership by youth		
	Locality (NATIONAL)	N/A	

4.2. Specific goals for the bid and points claimed are indicated per the table below: 80/20 preference system.

4.2.1. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 1.4

	SPECIFIC GOAL (SUPPORTING DOCUMENTS FOR VERIFICATION)	Maximum points that can be scored	Points being claimed by supplier
HDI	Equity ownership by persons who had no franchise in the national elections. (ID copies of ALL listed owner/s, as per the CSD, CK1 registration document (CIPC), BBBEE certificate)	7	
	Equity ownership by women (ID copies of ALL listed owner/s, BBBEE certificate)	5	
	Equity ownership by disabled persons (Medical certificate/ Assessment)	2	
	Equity ownership by youth (ID copies of ALL listed owner/s, BBBEE certificate)	3	
	Locality (CIPC / SARS or valid proof of address utility bill, bank statement, account statement, municipal councillor's letter) NB. Lease agreements are not acceptable as proof address.	3	
	TOTAL	20	

- ** Claimed points can only be allocated where supporting documents have been provided.
 ** Ownership points will be awarded on a pro-rata using share certificates / CSD / SBD
 ** Specific goal points are allocated to natural persons and will be awarded in accordance with company/ consortium or joint venture ownership allocation
 ** Refer to checklist attached to ensure correct document submission

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number:

5.3. Company/ firm physical address (for claiming locality points):

.....

5.4. 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]

5.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

5.6. TOTAL NUMBER OF YEARS THE COMPANY/ FIRM HAS BEEN IN BUSINESS

.....

5.7. List of shareholder/s information to be used to calculate the points claimed in paragraph 4.3.

NAME	ID NUMBER	HDI** (**Yes / No)			Youth** (**Yes/ No)	% of company / firm owned
		No franchise prior to elections	Women	Disabled		

5.8. 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 bid, 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 4.1 and 5.6, the contractor may be required to furnish documentary proof to the satisfaction of SAMSA 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, SAMSA may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder 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 BIDDER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CHECKLIST OF CLAIMING SPECIFIC GOAL POINTS

NB: THE FOLLOWING DOCUMENTS WILL BE USED TO CLAIM YOUR SPECIFIC GOALS

- ID copies of ALL listed owner/s as per CSD report
- BBBEE Certificate
- Valid Medical assessment classified by the Health Professions Council of South Africa
- Address as listed on CSD or CK accompanied by a valid proof of residence. Any one of the following valid documents reflecting one of the listed owners' names and physical residential address will be sufficient as proof of residence: Utility bill, e.g. municipal water and lights account or property managing agent statement. Bank statement. Municipal councillor's letter.

ANNEXURE D - GENERAL CONDITIONS OF THE CONTRACT

1 THE PURPOSE OF THIS DOCUMENT IS TO:

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

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

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

2 TABLE OF CLAUSES

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
- 5. Use of contract documents and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Inspections, tests and analysis
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental services
- 14. Spare parts
- 15. Warranty
- 16. Payment
- 17. Prices
- 18. Contract amendments
- 19. Assignment
- 20. Subcontracts
- 21. Delays in the supplier's performance
- 22. Penalties
- 23. Termination for default
- 24. Dumping and countervailing duties
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability

- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies that do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11 Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such

person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes Limitation of liability

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

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

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

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

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

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34.1 Prohibition of Restrictive Practices

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

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

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