

**MHSC****MINE HEALTH AND SAFETY COUNCIL****Heating, Ventilation and Air-Conditioning (HVAC) Solution for the MHSC Offices****BID No.: MHSC 011/2025-26****ISSUED BY:****MINE HEALTH AND SAFETY COUNCIL****Western Woods Office Complex****145 Western Service Road, B7 Maple Place****Woodmead, 2191**

Contact: Supply Chain Management

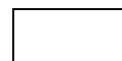
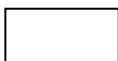
Telephone: 011 656 1797

Email: tenders@mhsc.org.za**NAME OF TENDERER:****CIDB REGISTRATION NUMBER:****CSD SUPPLIER NUMBER:****COMPANY REGISTRATION NUMBER:****TAX VERIFICATION PIN:**

**NB: FOR A TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX, PLEASE REFER
TO PART C1 (FORM OF OFFER AND ACCEPTANCE).**

This tender closes at 11h00 on Monday 06th October 2025

Completed tender documents are to be sealed and deposited in the Bid Box, at the offices of the Mine Health and Safety Council, Western Woods Office Park, B7, Maple North, 145 Western Service Road, Woodmead, 2191

NO LATE SUBMISSIONS WILL BE CONSIDERED*The Mine Health and Safety Council reserves the right to cancel/not award this tender.*

PROCUREMENT DOCUMENT FOR BUILDING CONSTRUCTION**JBCC Edition 6.2 (May 2018)**

PLEASE NOTE: TENDERS MUST BE SUBMITTED ON THE TENDER DOCUMENTATION ISSUED. TENDER DOCUMENTATION MUST NOT BE REPRODUCED OR REARRANGED. ANY ADDITIONAL INFORMATION MUST BE SUBMITTED AS A SEPARATE ATTACHMENT TO THE TENDER DOCUMENT.

ALL PAGES OF THE SUBMISSION INCLUDING ATTACHMENTS MUST BE INITIALED AND NUMBERED.

TO ALL OUR STAKEHOLDERS

RE: THE CHANNELS OF REPORTING FRAUDULENT AND CORRUPT ACTIVITIES

The **Mine Health and Safety Council** has a **zero-tolerance approach to Fraud, Theft, Corruption, Maladministration, and Collusion** by suppliers with employees. To reinforce this commitment, more channels have been added to report any Fraudulent and Corrupt activities.

All people doing business with the **MINE HEALTH AND SAFETY COUNCIL** are encouraged to report any corrupt or illegal practice.

Anyone can report fraudulent and corrupt activities through one of the following channels.

- Toll free number:.....0800 005 924



LET'S JOIN HANDS TO TAKE UP THE FIGHT AGAINST FRAUD AND CORRUPTION IN OUR SOCIETY.

NOTES TO TENDERERS:

1. The Tender Document issued by MINE HEALTH AND SAFETY COUNCIL (The Employer) to contractors contain the following:

- The Full Tender Document including the Priced Bill of Quantities.
- The returnables
- Annexures

2. Submission of tender – The following needs to be submitted in a neatly bound file (each and every page of the submission, including attachments, must be initialled and numbered by the tenderer) and in the following order:

- Cover page
- All returnables, and
- Supporting documentation
- Completed Priced Bill of Quantities

The above will form part of the Contract document.

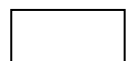
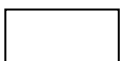
3. The Employer's intention for further negotiation

- The Employer reserves the right to follow a further negotiation procedure after the initial tender offers have been received.

4. The Employer's intention for due diligence

- The Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements that restrict or distort competition or have a discriminatory effect.

PLEASE NOTE: TENDERS MUST BE SUBMITTED ON THE TENDER DOCUMENTATION ISSUED. TENDER DOCUMENTATION MUST NOT BE REPRODUCED OR REARRANGED. ANY ADDITIONAL INFORMATION MUST BE SUBMITTED AS A SEPARATE ATTACHMENT TO THE TENDER DOCUMENT.



MINE HEALTH AND SAFETY COUNCIL**Heating, Ventilation and Air-Conditioning (HVAC) Solutions for the MHSC
Offices****BID No.: MHSC 011/2025-26****Contents****THE TENDER****Part T1: TENDERING PROCEDURES**

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

Part T2 : RETURNABLE DOCUMENTS

- T2.1 List of Returnable Schedules and Documents
- T2.2 Returnable Schedules and Documents

THE CONTRACT**Part C1: AGREEMENT AND CONTRACT DATA**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Project Baseline Risk Assessment
- C1.4 Site Specific Construction Health and Safety Specifications

Part C2: PRICING DATA

- C2.1 Pricing Instructions
- C2.2 Notes to Tenderer – Bill of Quantities
- C2.3 Bill of Quantities

Part C3: SCOPE OF WORK

- C3 Scope of Work

Part C4: SITE INFORMATION

- C4.1 Technical Specifications
- C4.2 Drawings, Layouts and Plans

TENDER DOCUMENT CHECKLIST

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

ITEMS**CHECKED**

Contractor

- | | |
|---|--------------------------|
| 1. Correct Tender offer carried forward to the Cover Page and the Form of Offer and Acceptance in Part C1.1 | <input type="checkbox"/> |
| 2. Tenderer's signature on the offer | <input type="checkbox"/> |
| 3. Priced Bill of Quantities | <input type="checkbox"/> |
| 3.1 Hard copy of Priced Bill of Quantities completed in pen | <input type="checkbox"/> |
| 3.2 Initialled on each page | <input type="checkbox"/> |
| 3.3 Corrections should be initialled | <input type="checkbox"/> |
| 4. Returnable Documents and Schedules | <input type="checkbox"/> |
| 4.1 Authority to Sign Tender | <input type="checkbox"/> |
| 4.2 Record of Addenda to Tender Documents (if any) | <input type="checkbox"/> |
| 4.3 Proposed Amendments and Qualifications (if any) | <input type="checkbox"/> |
| 4.4 Certificate of Authority for Joint Venture and Joint Venture Agreement (if applicable) | <input type="checkbox"/> |
| 4.5 SBD 1: Invitation to bid | <input type="checkbox"/> |
| 4.6 SBD 4: Bidder's disclosure | <input type="checkbox"/> |
| 4.7 SBD 6.1 Preference points claim form | <input type="checkbox"/> |
| 4.8 Questionnaire on Tenderer's Procedures with respect to OHSA and Construction Regulations | <input type="checkbox"/> |
| 4.9 Proof of CIDB Grading | <input type="checkbox"/> |
| 4.10 A valid certified copy of the original B-BBEE status level verification certificate, substantiating the B-BBEE rating or a certified sworn affidavit | <input type="checkbox"/> |
| 4.11 Schedule of Recently Completed Contracts of a similar nature | <input type="checkbox"/> |
| 4.12 Schedule of Current Contracts | <input type="checkbox"/> |
| 4.13 Schedule of Proposed Key Personnel and detailed Curricula Vitae of all Key Personnel | <input type="checkbox"/> |

4.14	Methodology Statement	<input type="text"/>
4.15	Preliminary Construction Programme	<input type="text"/>
4.16	COIDA Letter of Good Standing	<input type="text"/>
4.17	Preliminary Construction Health and Safety Plan	<input type="text"/>
4.18	HVAC Equipment Data Sheet	<input type="text"/>
4.19	CSD Registration Report	<input type="text"/>

PART T1: TENDERING PROCEDURES**T1.1: TENDER NOTICE AND INVITATION TO TENDER**

MINE HEALTH AND SAFETY COUNCIL
Heating, Ventilation and Air-Conditioning (HVAC) Solutions for the MHSC
Offices
BID No.: MHSC 011/2025-26

Mine Health and Safety Council hereby invites suitably qualified Contractors Grade 5ME or Higher to provide Heating, Ventilation and Air-Conditioning (HVAC) Solution for the MHSC Offices.

Terms of Engagement

The scope of work and the bid requirements are stipulated in the bid document.

It is estimated that the bidders should have a CIDB contractor grading designation of **5ME or Higher**.

Joint ventures are eligible to submit tenders if they satisfy the criteria stated in the Tender Data.

The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5ME or higher class of construction work determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

No physical tender document collection will be allowed

Bid documents will only be available from CIDB website, MHSC website and National Treasury e-Tender portal.

All Queries relating to this tender may be addressed to SCM at e-mail: tenders@mhsc.org.za using the tender reference number **MHSC 011/2025-26**.

A Compulsory Site/Tender Clarification Meeting with representatives of the MHSC will take place at Section 8, Tuscany Office Park, 2 Coombe Pl, Rivonia, Sandton, 2128 on **22nd September 2025 @10h00** on site. (<https://maps.app.goo.gl/zrAn2Sspk4ftzrEA9>)

Tender Closing Date: 22nd September 2025 at 11:00 am.

No Late, Faxed or emailed tender documents will be accepted.

Tenders must only be submitted using the tender documentation that is provided. The retyping of the tender document is not permitted.

Sealed Bids marked "**BID No.: MHSC 011/2025-26**" and "**Heating, Ventilation and Air-Conditioning (HVAC) Solutions for the MHSC Offices**" must be deposited in the tender **BOX** located in the reception area, Mine Health and Safety Council, Western Woods Office Park, B7, Maple North, 145 Western Service Road, Woodmead.

Bidders must submit the original document plus one copy of the original document accompanied by an electronic version on a USB.

The MHSC selection of qualifying tenders will be at the MHSC sole discretion and will be final. The MHSC does not bind itself to accept any tender. Correspondence will be entered into with the successful tenderer.

“WE ENCOURAGE ALL PEOPLE DOING BUSINESS WITH US TO REPORT ANY CORRUPT OR
ILLEGAL PRACTICE, USING THE ANTI-FRAUD HOTLINE NUMBER: 0800 005 924

PART T1: TENDERING PROCEDURES**T1.2 Tender Data**

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (see www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in interpreting any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each data item given below is cross-referenced to the clause in the Standard Conditions of Tender to which it applies.

CLAUSE NUMBER	CLAUSE HEADING	DATA / WORDING
F.1.1	The Employer	Mine Health and Safety Council (MHSC)
F.1.2	The Tender	PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data PART T2 : RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules
	The Contract	PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Project Baseline Risk Assessment C1.4 Site Specific Construction Health and Safety Specifications
		PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Notes to Tenderer – Bill of Quantities C2.3 Prices Bill of Quantities
		PART C3: SCOPE OF WORK
		PART C4: SITE INFORMATION C4.1 Technical Specifications C4.2 Drawings, Layouts and Plans
F.2.1	Eligibility	<p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; and the CIDB registration is active The lead partner has a contractor grading designation in the ME class of construction work. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5ME or higher class of construction work determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
F.2.7	Clarification Meeting	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

		Tenderers must sign the attendance list in the name of the tendering entity. ADDENDA WILL ONLY BE ISSUED TO AND TENDERS WILL ONLY BE RECEIVED FROM THOSE TENDERING ENTITIES APPEARING ON THE ATTENDANCE REGISTER.
F.2.12	Alternative tender offers	No alternative tender offers will be considered
F.2.13.3	Number of copies of tender offers to be submitted to the Employer	Parts of each tender offer communicated on paper shall be submitted as originals. Bidders must submit the original document plus one copy of the original document accompanied by an electronic version on a memory stick/USB. The hard copy written Bill of Quantities will, however, take precedence over the electronic copy
F.2.13.5 F.2.15.1	Sealing and Delivery of tender offers	The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of Tender Box: Reception Desk of the MINE HEALTH AND SAFETY COUNCIL Physical Address: Mine Health and Safety Council Western Woods Office Park, B7, Maple North 145 Western Service Road Woodmead, 2191 Identification Details: MINE HEALTH AND SAFETY COUNCIL HEATING, VENTILATION AND AIR-CONDITIONING (HVAC) SOLUTIONS FOR THE MHSC OFFICES CONTRACT No.: BID No.: MHSC 011/2025-26 Closing Date: Monday 06th October 2025 Closing Time: 11h00
F.2.13.9	Telephonic	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will NOT be accepted.
F.2.15	Closing time of tender offers	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	Tender offer validity	The tender offer validity period is 90 days.
F.1.6.2.2	Competitive negotiation procedure	Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
F.1.6.2.3		At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
F.2.17	Clarification of tender offer after submission	Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive

		<p>position of tenderers or substance of the tender offer is sought, offered, or permitted.</p> <p>Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so</p>								
F.2.23	Certificates	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none">a) A copy of a valid Tax Compliance Status pin. Any bidder whose tax matters are not in order with the South African Revenue Services (SARS), at the time of award will be disqualified.b) Tenderers must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating. Certificates issued by either verification agencies accredited by the South African Accreditation System (SANAS) or certified sworn affidavits are accepted. Copies must bear an original certification stamp. Failure to submit a B-BBEE status level certificate or sworn affidavit will result in the bidder scoring 0 points for B-BBEE”.c) Documents and Schedules listed in Part T2.								
F.3.11.3	Evaluation of Tender Offers	<p>The procedure for the evaluation of responsive tenders is Method 2 (Price and Preference (Specific goals)), having completed an eligibility/mandatory and technical evaluation.</p> <p>The Preference Point System assigns a score to each tenderer based on the tender price and on the tenderer’s B-BBEE status. These scores are combined to determine an overall score for the tender. The tenderer with the highest score will be considered for acceptance.</p> <p>The Preference Point System will be applied as follows:</p> <ul style="list-style-type: none">For tenders below R50 million<ul style="list-style-type: none">80 points are assigned to priceUp to 20 points are assigned to specific goals <p>OR</p> <ul style="list-style-type: none">For tenders above R50 million<ul style="list-style-type: none">90 points are assigned to priceUp to 10 points are assigned to specific goals 90 points are assigned to price <p>Points scored will be rounded off to the nearest 2 decimal places.</p> <p>ELEGIBILITY/MANDATORY EVALUATION</p> <p>Bidders must indicate if they comply or not comply. The mandatory requirements that must be met are as follows:</p> <table><tr><th>NO</th><th>REQUIREMENT</th><th>COMPLY</th><th>NOT COMPLYING</th></tr><tr><td>1</td><td><u>CIDB REGISTRATION</u> Only those tenderers who are registered with the CIDB prior to the evaluation of submissions in a contractor grading designation equal to or higher than 5ME, are eligible to have their tenders evaluated.</td><td></td><td></td></tr></table>	NO	REQUIREMENT	COMPLY	NOT COMPLYING	1	<u>CIDB REGISTRATION</u> Only those tenderers who are registered with the CIDB prior to the evaluation of submissions in a contractor grading designation equal to or higher than 5ME, are eligible to have their tenders evaluated.		
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		<p>For joint ventures:</p> <ul style="list-style-type: none"> • Every member of the joint venture must be registered with the CIDB; and the CIDB registration is active. • The lead partner has a contractor grading designation in the ME class of construction work. • The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than 5ME in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. <p>(Valid CIDB registration to be provided at the time of the closure of the bid)</p>		
	2	<p><u>Technician certification:</u></p> <p>Technician must have a valid South African Qualification and Certification Committee (SAQCC) certification from South African Refrigeration and Air Conditioning Contractors Association (SARACCA).</p> <p><u>(Proof of registration must be attached)</u></p>		

TECHNICAL EVALUATION

The technical evaluation is based on the following criteria.

Variables	Total Points	Criteria	Description of criteria	Points
Key Returnable documents	10	Method Statement/ Methodology (Project Specific)	Points will only be allocated for key returnable documents. Missing information will result in zero points.	5
		Construction Health and Safety Plan (Project Specific)		5

Variables	Total Points	Criteria	Description of criteria	Points
Company Experience in design, construction	15	>10 years of experience	Years of experience of the company in design, construction	15

		and commissioning of HVAC systems <i>(attach Company profile or portfolio or CV)</i>		>5-10 years of experience	and commissioning of HVAC systems	10																				
				5 years of experience		5																				
				<5 years of experience		0																				
		<table><tr><th>Variables</th><th>Total Points</th><th>Criteria</th><th>Description of criteria</th><th>Points</th></tr><tr><td rowspan="6">Company Track Record of design, construction and/or commissioning of HVAC systems <i>(attach completion certificate and reference letter/form)</i></td><td rowspan="6">30</td><td>Five projects completed</td><td rowspan="6">Points will only be allocated for design or installation or construction or commissioning of HVAC systems. Projects with the minimum value of R3 million, completed in the past ten (10) years including a Completion Certificate and reference letter stating the successful completion of the project. Should a completion certificate or reference letter/form(refer to Form B3) not be submitted, points will not be granted for the project.</td><td>30</td></tr><tr><td>Four projects completed</td><td>20</td></tr><tr><td>Three projects completed</td><td>15</td></tr><tr><td>Two projects completed</td><td>10</td></tr><tr><td>One project completed</td><td>5</td></tr><tr><td>Zero projects completed</td><td>0</td></tr></table>					Variables	Total Points	Criteria	Description of criteria	Points	Company Track Record of design, construction and/or commissioning of HVAC systems <i>(attach completion certificate and reference letter/form)</i>	30	Five projects completed	Points will only be allocated for design or installation or construction or commissioning of HVAC systems. Projects with the minimum value of R3 million, completed in the past ten (10) years including a Completion Certificate and reference letter stating the successful completion of the project. Should a completion certificate or reference letter/form(refer to Form B3) not be submitted, points will not be granted for the project.	30	Four projects completed	20	Three projects completed	15	Two projects completed	10	One project completed	5	Zero projects completed	0
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		(attach copies of CVs and registration certificates where requested)	Minimum SACPCMP registered Construction Health and Safety (CHS) Officer with a minimum three (3) years of experience (post-registration with SACPCMP) as a CHS Officer (attach proof of SACPCMP registration).	Clearly indicate required experience on the CV. Points will not be allocated where copies/ proof of registration certificates, where requested, are not provided.	15
			A technician with a wireman's licence and at least 5 years' experience (attach wireman's licence issued by the Department of Employment and Labour)		15

A risk analysis may be conducted on the bidders,

The Employer's choice of qualifying tender documents for nomination will be entirely at the discretion of the Employer and it is final. The Employer is not bound to accept any specific tender document, and any form of announcement will be communicated with the successful bidder.

The tenderer will be required to achieve a minimum score of 70% in the technical evaluation to be considered further in the evaluation process.

Shortlisted bidders may be requested to attend interviews should there be any need for clarity.

Unsuccessful bidders will have the opportunity to query the award or decision within 21 days from the day of notification.

Bidders are to note that MINE HEALTH AND SAFETY COUNCIL does not bind itself to accept the lowest priced bid.

FORMULA FOR SCORING TENDER PRICE

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

$$P_s = X \left[1 - \frac{(P_t - P_{min})}{P_{min}} \right]$$

Where

P_s = Points scored for comparative price of tender under consideration

P_t = Comparative price of tender under consideration

P_{min} = Comparative price of lowest acceptable tender

X = Points assigned to price

		<p>POINTS AWARDED FOR SPECIFIC GOALS</p> <p>The points allocated to a tenderer will be in accordance with the Preferential Procurement Regulations, 2022.</p> <p>Notes:</p> <ul style="list-style-type: none"> • “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act (Act No.53 of 2003). • Tenderers must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating. Certificates issued by either verification agencies accredited by the South African Accreditation System (SANAS) or certified sworn affidavits are accepted. Copies must bear an original certification stamp. Failure to submit a B-BBEE status level certificate or sworn affidavit will result in the bidder scoring 0 points for B-BBEE”. • The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette. • A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate. • A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender. <p>TOTAL PREFERENCE POINTS</p> <p>The total preference points for a tender are calculated with the formula $PP = P_s + P_{bee}$ where PP is the total number of preference points scored by the tenderer P_s is the points scored for the comparative price of the tenderer, and P_{bee} is the number of points awarded to the tenderer based on his certified B-BBEE status level</p>
F.3.13.1	Tender offers	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> The tenderer submits a copy of a Tax Compliance Status Pin Number. Bidders’ tax matters will be verified. The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. This will be verified. The tenderer has not: <ol style="list-style-type: none"> abused the Employer’s Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect.

		<p>f) The tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.</p> <p>g) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer.</p> <p>h) The Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>BIDDERS WILL BE DISQUALIFIED FOR:</p> <ul style="list-style-type: none"> • FAILURE TO HAVE THEIR TAX MATTERS IN ORDER WITH THE SOUTH AFRICAN REVENUE SERVICES. • FAILURE TO COMPLETE AND SIGN THE OFFER PAGE. • FAILURE TO COMPLETE AND SUBMIT A PRICED BILL OF QUANTITIES IN FULL. • FAILURE TO DULY COMPLETE THE RECORD OF ADDENDA (IF ANY) THAT MAY HAVE BEEN ISSUED WHERE SUCH ADDENDA HAS A MATERIAL EFFECT ON THE PRICING OF THE TENDER. • FAILURE TO BE REGISTERED AND ACTIVE WITH CIDB ON THE RELEVANT GRADING. • FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSION. • FAILURE TO BE REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE. • COMPLETING TENDER DOCUMENT IN PENCIL.
F.3.18	Number of Paper Copies	The number of copies of the signed contract to be provided by the Employer may be 1 (one) paper copy.

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 Returnable Schedules

- Form A1:** Authority to sign Tender
- Form A2:** Record of Addenda to Tender Documents (if any)
- Form A3:** Proposed Amendments and Qualifications (if any)
- Form A4:** Certificate of Authority for Joint Venture and Joint Venture Agreement (if applicable)
- Form A5:** Questionnaire on tenderer's procedures with respect to OHSA and Construction Regulations
- Form A6:** A copy of a valid Tax Compliance Status letter
- Form A7:** SBD1 Invitation to Bid
- Form A8:** SBD4 Bidder's disclosure
- Form A9:** SBD6.1 Preference points claim forms
- Form B1:** Proof of CIDB Grading
- Form B2:** A valid originally or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit an affidavit.
- Form B3:** Proof of Previous Experience of a similar nature
- Form B4:** Schedule of Current Contracts
- Form B5:** Schedule of Proposed Key Personnel and detailed CVs of all key personnel
- Form B6:** Methodology Statement
- Form B7:** Preliminary Construction Health and Safety Plan
- Form B8:** COIDA Letter of Good Standing
- Form B9:** HVAC Equipment Data Sheet
- Form B10:** Priced Bill of Quantities

T2.1.2 SCM Compliance returnable documents.

- **Form A7:** SBD1 Invitation to Bid
- **Form A8:** SBD4 Bidder's disclosure
- **Form A9:** SBD6.1 Preference points claim forms
- **Form B2:** A valid originally or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit an affidavit.

T2.1.3 Returnable Documents and Schedules that are mandatory.

- Form of Offer and Acceptance
- **Form A1:** Authority to sign Tender
- **Form A2:** Record of Addenda to Tender Documents (if any)
- **Form A3:** Proposed Amendments and Qualifications (if any)
- **Form A4:** Certificate of Authority for Joint Venture and Joint Venture Agreement (if applicable)
- **Form A5:** Questionnaire on tenderer's procedures with respect to OHSA and Construction Regulations
- **Form B1:** Proof of CIDB Grading

- **Form B10:** Priced Bill of Quantities

T2.1.3 Returnable Documents and Schedules that are required for tender evaluation purposes.

- Form of Offer and Acceptance
- **Form A2:** Record of Addenda to Tender Documents (if applicable)
- **Form B2:** A valid originally or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit an affidavit.
- **Form B3:** Proof of Previous Experience of a similar nature
- **Form B5:** Schedule of Proposed Key Personnel and detailed CVs of all key personnel
- **Form B6:** Methodology Statement
- **Form B7:** Construction Health and Safety Plan
- **Form B10:** Fully completed Priced Bill of Quantities

T2.1.4 The preferred bidder will be required to submit the following documents, for approval by the MINE HEALTH AND SAFETY COUNCIL and its agents, prior to award of the Tender:

- Schedule of proposed sub-contractors
- Estimated monthly expenditure
- Methodology statement
- Detailed construction programme
- A project specific OHS plan
- All relevant Construction guarantees and insurances
- Detailed breakdown of preliminaries
- COIDA Letter of Good Standing

FORM A1: AUTHORITY TO SIGN TENDER

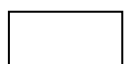
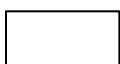
Notes to tenderer:

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
 - name of designated lead member of the intended joint venture, as required by tender condition F.2.13.4.

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE



FORM A2: RECORD OF ADDENDA TO TENDER DOCUMENTS (IF ANY)

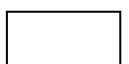
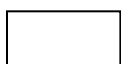
We confirm that the following communications received from the Client before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

.....

Signature*(of person authorised to sign on behalf of the Tenderer)*

.....

Date

FORM A3: PROPOSED AMENDMENTS AND QUALIFICATIONS (IF ANY)**Proposed amendments and qualifications**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

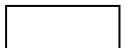
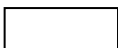
The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

PAGE	CLAUSE OR ITEM	PROPOSAL

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE



FORM A4: CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (IF APPLICABLE)

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

....., authorised signatory of the company

....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	PERCENTAGE PARTICIPATION	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner			Signature:
			Name:
CIDB registration no:			Designation:
Partner			Signature:
			Name:
CIDB registration no:			Designation:
Partner			Signature:
			Name:
CIDB registration no:			Designation:

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE

FORM A5: QUESTIONNAIRE ON TENDERER'S PROCEDURES WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT (OHS ACT) AND CONSTRUCTION REGULATIONS.

1. Name of the employee to be appointed as Construction Manager [Construction Regulation 8(1)]
2. Name of the employee to be appointed as Construction Supervisor [Construction Regulation 8(7)]
3. Names of the competent employees to assist the Construction Supervisor [Construction Regulation 8 (8)]
4. Name of the person to be appointed to conduct base line and ongoing risk assessments [Construction Regulation 9 (1)]
5. Name of competent person to be appointed as occupational health and safety officer [Construction Regulation 8 (6)]
6. Will the employees to be appointed on the project be in possession of proof of health and safety induction training that will address the project specific risks and exposures [Construction Regulation 9 (1) (a)]? Yes / No.

If no, what are the tenderer's proposals for such training?
7. Are the tenderer's tools, plant and equipment tested and inspected regularly i.e. daily for vehicles and equipment and at least weekly for other tools and hand tools in terms of safety compliance? Yes/No

If no, what are the tenderer's proposals for such testing?
8. Will a dedicated supervisor be designated to manage the process to test and inspect all tools, plant and equipment? Yes/No

If no, what are the tenderer's proposals for such designation?
9. What other measures will the tenderer take to comply with the OHSACT and the Construction Regulations? Yes/No

If no, what are the tenderer's proposals to comply with this requirement?
.....
10. Is the tenderer registered and in good standing with the Compensation Commissioner or duly approved compensation insurer? Yes/No

.....
SIGNATURE*(of person authorised to sign on behalf of the Tenderer)*.....
DATE

FORM A6: A COPY OF A VALID TAX COMPLIANCE STATUS PIN

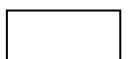
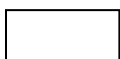
The tenderer shall include as an attachment to their submission a copy of a valid Tax Compliance Status Pin, which shall be obtained by the tenderer from the South African Revenue Service (SARS).

In the event of a joint venture each member shall comply with the above requirement.

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE



FORM A7: SBD 1

PART A **INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MINE HEALTH AND SAFETY COUNCIL					
BID NUMBER:	MHSC 011/2025-26	CLOSING DATE:	06 OCTOBER 2025	CLOSING TIME:	11:00 am
DESCRIPTION	Heating, Ventilation and Air-Conditioning (HVAC) Solution for the MHSC Offices				
RFQ RESPONSE DOCUMENTS MAY BE SENT TO THE TENDER BOX AT THE BELOW ADDRESS					
Western Woods Office Complex					
145 Western Service Road, B7 Maple Place					
Woodmead, 2191					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM	CONTACT PERSON	SCM		
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	tenders@mhsc.org.za	E-MAIL ADDRESS	tenders@mhsc.org.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

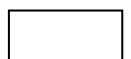
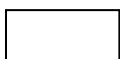
- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY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

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

SIGNATURE OF BIDDER:

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

DATE:



FORM A8: SBD 4**BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

- 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**

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the 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
.....

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

Position

Name of bidder

FORM A9: SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.

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

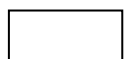
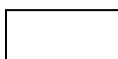
1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

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

The maximum points for this tender are allocated as follows:

	POINTS
--	--------



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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

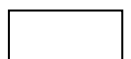
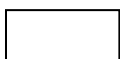
(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

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

(Note to organs of state: Where either the 80/20 preference point system is applicable,



corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (example)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black owned enterprises “enterprises owned by black people”. Persons historically disadvantaged on the basis of race:	Total Points: 10 100% black ownership = 10 76% to 99% black ownership = 8 61% to 75% black ownership = 6 41% to 60% black ownership = 4 20% to 40% black ownership = 2 0 to 19% black ownership = 0	For example, if the bidder's Black Ownership is between 61% and 75%, it will score/claim 6 points for 80/20	
Black women owned enterprises “Enterprises owned by women” Persons historically disadvantaged on the basis of gender:	Total Points: 5 100% black women ownership = 5 76% to 99% black women ownership = 4 61% to 75% black women ownership = 3 41% to 60% black women ownership = 2 20% to 40% black women ownership = 1 0 to 19% black women ownership = 0	For example, if the bidder is 61 to 75% owned by Women, it will score/claim 3 points for 80/20.	
Enterprises owned by Youth Persons historically disadvantaged on the basis of youth.	Total Points: 5 100% owned by youth = 5 76% to 99% owned by youth = 4 61% to 75% owned by youth = 3 41% to 60% owned by youth = 2 20% to 40% owned by youth = 1 0 to 19% owned by youth = 0	For example, if the bidder is 61 to 75% owned by Women, it will score/claim 3 points for 80/20.	
Total Points for Specific Goals	20.00		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

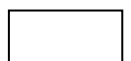
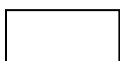
- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- ii) The information furnished is true and correct;
- iii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iv) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- v) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)



SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

FORM B1: CIDB GRADING

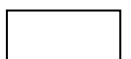
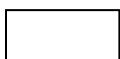
The tenderer shall include as an attachment to their submission the proof of CIDB grading.

In the event of a joint venture each member shall comply with the above requirement.

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE



FORM B2: B-BBEE CERTIFICATE

The tenderer shall include as an attachment to their submission a valid originally certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating, or certified sworn affidavits are accepted. Failure to submit a valid originally certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating, or certified sworn affidavits, will result in 0 points.

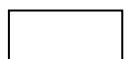
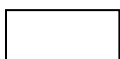
A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE



FORM B3: PROOF OF PREVIOUS EXPERIENCE OF A SIMILAR NATURE

Note for Bidders:

The reference forms/ letters are required for the evaluation of the contract.

Reference forms that will be considered must meet the following five (5) criteria:

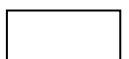
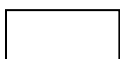
1. The Reference Form B3 (an example of a reference form) or a reference letter:
 - a. is on the client letterhead or has a client stamp or client logo.
 - b. is signed by the client,
 - c. describes the scope of works,
 - d. has contactable client details.
2. Only projects completed in the past 10 years, with a minimum value of R3 million including VAT, will be considered for the previous experience of a similar nature. This information must be included in either the completion certificate or reference letter/form.
3. Examples of experience of a similar nature involves, but is not limited to projects where one or more of the following works were undertaken:
Design / Installation / Construction / Commissioning of HVAC Systems
4. The work should be of an acceptable standard/ met the requirements.
5. A completion certificate must accompany the submission for each project.

A **maximum** of 5 reference forms/ letters will be considered.

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE



**FORM B3: EXAMPLE OF PROOF OF PREVIOUS EXPERIENCE OF A SIMILAR NATURE -
CONTACTABLE REFERENCE – FORM TO BE COMPLETED BY THE CLIENT/ PRINCIPAL
AGENT OR PROJECT MANAGER**

Reference for

(insert name of the bidder)

:

Name of Project

:

Description of Scope of Works

:

Contract Value

(excluding VAT)

:

Contract Period

(insert the start and end date)

:

CRITERIA	ASSESSMENT		
	Needs Improvement	Met Requirement	Exceeded Requirement
Quality of contract administration			
Quality of site management			
Quality of workmanship			
Subcontractor management			
Timeous procurement of materials			
Health and Safety			
Adherence to the construction program			
Cashflow management			
OVERALL RATING			

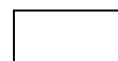
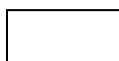
Would you use the provider again? YES / NO

Completed By : _____ Signature : _____

Company Name: _____

Contact Details: _____

COMPANY STAMP/ COMPANY LETTERHEAD/CLIENT LOGO



FORM B4: SCHEDULE OF CURRENT CONTRACTS (IF ANY)

The Tenderer shall list below the contracts not yet completed. (In the event of insufficient space, attach supplementary documentation)

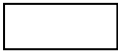
COMPANY (Name & Tel No)	LOCATION	NATURE OF WORK	VALUE OF WORK	EXPECTED DATE OF COMPLETION

.....

Signature
(of the person authorised to sign on behalf of the Tenderer)

.....

Date



FORM B5: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the contract should his offer be accepted, together with their qualifications, experience and positions held. (In the event of insufficient space, attach supplementary documentation)

NOTE: A detailed curriculum vitae of proposed candidates must be provided, clearly indicating qualifications and experience in the relevant field.

LOCATION	DESIGNATION	NAME AND NATIONALITY OF PROPOSED CANDIDATE	SUMMARY OF QUALIFICATIONS & EXPERIENCE
ON - SITE	Technician with SAQCC certification from SARACCA		
	Technician with Wireman's licence		
	Construction Health and Safety Officer		

.....
Signature.....
Date

(of the person authorised to sign on behalf of the Tenderer)

FORM B6: METHODOLOGY STATEMENT

The tenderer shall include as an attachment to their submission the Methodology Statement for the works.

The methodology must demonstrate:

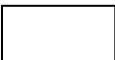
- 1. A methodology statement that reflects a good understanding of the full project scope of works
- 2. How do you intend on resourcing (people and equipment) the program.
- 3. A section on how the works will be programmed and sequenced.

.....

SIGNATURE
(of person authorised to sign on behalf of the Tenderer)

.....

DATE



FORM B7: PRELIMINARY CONSTRUCTION HEALTH AND SAFETY PLAN

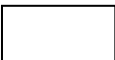
The tenderer shall attach the construction health and safety plan for the works to their submission.

.....

SIGNATURE
(of person authorised to sign on behalf of the Tenderer)

.....

DATE



FORM B8: COIDA LETTER OF GOOD STANDING

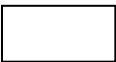
The tenderer shall include their COIDA Letter of Good Standing as an attachment to their submission.

In the event of a joint venture, each member shall comply with the above requirement.

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE



FORM B9: HVAC EQUIPMENT DATA SHEET

This part of the specification shall be fully completed by the Contractor.

Information not provided shall imply that the equipment offered comply with the specifications, written or implied. The Engineer has the right to order removal and replacement of any equipment not conforming to the written or implied specifications.

The Contractor shall ensure that all performance specifications can be verified on request. Verification may include physical tests which the Contractor shall then do at his own cost. Performance specifications shall be at the given site conditions (as provided in "design criteria").

All performance specifications shall be provided at the site conditions.

EQUIPMENT DATA SHEETS

Note:

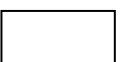
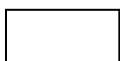
1. De-rating calculations to be provide at tender stage.
2. Noise levels at the audible frequencies for AHU's and condensing units to be provided at tender stage.

ALL HIGH WALL, CASSETTE & UNDERCEILING UNITS:

- Make: _____
- Model: _____
- Total cooling Capacity: : _____
- Sensible Cooling Capacity: _____
- Heating Capacity: _____
- Coil Treatment: _____
- Electrical power supply: _____
- Volts (V) : _____
- Starting Amps (A) : _____
- Running amps (A) : _____

ALL FAN INFORMATION

- Make: _____
- Model No: _____
- Description: _____
- Duty \square /s Pa: _____
- Electrical power supply: _____



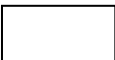
- Volts (V) : _____
- Starting Amps (A) : _____
- Running amps (A) : _____

.....

SIGNATURE

DATE

(of person authorised to sign on behalf of the Tenderer)



FORM B10: PRICED BILL OF QUANTITIES

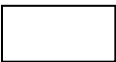
The PRICED BILL OF QUANTITIES included in the tender documentation must be completed by hand in pen (hard copy). The priced bill of quantities must include OHS Costs.

.....

SIGNATURE
(of person authorised to sign on behalf of the Tenderer)

DATE

.....



PART C1: **AGREEMENT AND CONTRACT DATA**

C1.1 **Form of Offer and Acceptance**

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract
In respect of the following works:

**Heating, Ventilation and Air-Conditioning (HVAC) Solution for the
MHSC Offices
BID No.: MHSC 011/2025-26**

The tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules and, by submitting this Offer, has accepted the Conditions of the Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS:

.....

.....Rand (in words); R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

TENDERER:

WITNESS:

Signature

Signature

Name

Name

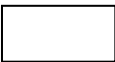
Capacity

Capacity

Date

Date

Name and address of organisation:



Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the contract, are contained in the following:

Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above-listed Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules, as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall, within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor), within five working days of the date of such receipt, notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the Parties.

EMPLOYER:

Signature

Name

Capacity

Date

WITNESS:

Signature

Name

Capacity

Date

Name and address of organisation:

Mine Health and Safety Council
Western Woods Office Complex, 145 Western Service Road, B7 Maple Place
Woodmead
2191

Schedule of Deviations

Notes:

- 1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the Conditions of Tender,
- 2. A Tenderer’s cover letter shall not be included in the final contract document. Should any matter in such letter which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here,
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract,

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter, whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed, signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

TENDERER:

EMPLOYER:

Signature

Signature

Name

Name

Capacity

Capacity

Name and address of organisation:

Name and address of organisation:

WITNESS:

WITNESS:

Signature

Signature

Name

Name

Date

Date

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____(day) of _____(month)_____ (year)

at _____(place)

CONTRACTOR:

WITNESS:

Signature

Signature

Name

Name

Capacity

Capacity

Date

Date

C.1.2 CONTRACT DATA
PART 1: DATA PROVIDED BY THE EMPLOYER
CONDITIONS OF CONTRACT

The Conditions of Contract are the JBCC Principal Building Agreement (Edition 6.2, May 2018), published by the Joint Building Contracts Committee. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011 315 4140), the Master Builders Association (011 205 9000), the South African Association of Consulting Engineers (011 463 2022) or the South African Institute of Architects (011 486 0684).

Each data item given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

A PROJECT INFORMATION**A 1.0 Works [1.1]**

Project name	Heating, Ventilation and Air-Conditioning (HVAC) Solutions for the MHSC Offices
Reference number	MHSC 011/2025-26
Tender number	BID No.: 011/2025-26
Works description	The Mine Health and Safety Council (MHSC) seeks to appoint a qualified service provider to undertake Heating, Ventilation and Air-Conditioning (HVAC) Solutions for the MHSC Offices

A 2.0 Site [1.1]

Erf No / Stand number	00000073
Township / Suburb	Rivonia, Sandton, Johannesburg
Local authority	City of Johannesburg
Site address	Section 8, Tuscany Office Park, 2 Coombe Place, Rivonia, Sandton, 2128

B CONTRACT INFORMATION**B 1.0 Definitions [1.1]**

Bills of quantities: System/Method of measurement	Priced Bill of Quantities Standard System of Measuring Building Work published and issued by the ASAQS, Seventh Edition (2015)
---	--

B 2.0 Law, regulations and notices [2.0]

Law applicable to the works , state country [2.1]	South Africa
---	--------------

B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rands
--	---------------------

B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Principal Agent / Client (electronic copy)
Number of copies of construction information issued to the contractor at no cost [5.6]	Electronic copy

Documents comprising the agreement	Page numbers
The JBCC ® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC ® Principal Building Agreement - Contract Data, Edition 6.2 May 2018	1 to 14
The JBCC ® General Preliminaries for use with the JBCC ® Principal Building Agreement, Edition 6.2 May 2018	1 to 7
Pricing Instructions and Priced Activity Schedule	
The Tender Document, including Health & Safety Specification	
General and Special Conditions of Tender	
Agreed Construction Program (baseline program)	
Drawings, Specifications and Scope of Works	

Contract Drawings – Description	Number	Revision	Date
Refer to the tender document.			

B 5.0 Employer's Agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2]
Appointed Principal Agent with approval from the Client

Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]
N/A

B 6.0 Insurances [10.0]

Insurances by employer			Amount including tax	Deductible amount including tax
Contract works insurance:				
	New works [10.1.1] (contract sum or amount)		N/A	N/A
or	Works with practical completion in sections [10.2] (contract sum or amount)		N/A	N/A
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		N/A	N/A
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	N/A
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	N/A
	Escalation, professional fees and reinstatement costs if not included above		N/A	N/A
Total of the above contract works insurance amount			N/A	N/A
Supplementary insurance [10.1.2; 10.2]			N/A	N/A
Public liability insurance [10.1.3; 10.2]			N/A	N/A
Removal of lateral support insurance [10.1.4; 10.2]			N/A	N/A
Other insurances [10.1.5]			N/A	N/A
Yes/no?	No	If yes, description 1	N/A	N/A

and/or

Insurances by contractor			Amount including tax	Deductible amount including tax
Contract works insurance:				
	New works [10.1.1] (contract sum or amount)		For the sum of, Contract Sum plus 30%	R20 000.00
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]			SASRIA	R10 000.00
Public liability insurance [10.1.3; 10.2]			R10 000 000.00	R10 000.00
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/no?		If yes, description 1		

B 6.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes/no?	YES
If yes, description	All vehicle and pedestrian entrances will still be operational at all times. It is an office park with a live environment. Contractor to work in designated areas ONLY.		
Restriction of working hours [12.1.2]		Yes/no?	NO

If yes, description			
Natural features and known services to be preserved by the contractor [12.1.3]	Yes/no?	YES	
If yes, description	Building and office park entrances, along with all associated infrastructure, including connections to adjacent buildings, landscaping, finishes, and related elements.		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Yes/no?	YES	
If yes, description	NB! The Contractor is to work in designated areas ONLY. It is an office park with a live environment. The contractor is to work only in designated areas.		
Supply of free issue [12.1.10]	Yes/no?	NO	
If yes, description	N/A		

B 8.0 Nominated subcontractors [14.0]

Specialisation 1	
Specialisation 2	
Specialisation 3	

B 9.0 Direct contractors [16.0]

Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	

B 10.0 Description of sections [20.1]

Section 1	N/A
Section 2	N/A

B 11.0 Possession of site [12.1.5], practical completion [19.0;20.0] and penalties [24.0]

Practical completion for the works as a whole	Intended date of possession of the site [12.1.5]	Period for inspection by the principal agent [19.3]	Date for practical Completion [12.2.7; 24.1]	Penalty [24.1]
	Date	working days	Date	Penalty amount per calendar day
	The contract period for the completion and delivery of the works as a whole is 14 (Fourteen) Weeks (including builders' break, etc., if any)			R12'500.00

or where **sections** are applicable

Practical completion for the works as a whole	Intended date of possession of the site [12.1.5]	Period for inspection by the principal agent [19.3]	Date for practical Completion [12.2.7; 24.1]	Penalty [24.1]
	Date	working days	Date	Penalty amount per calendar day
Section 1 –	N/A	N/A	N/A	N/A
Section 2 –	N/A	N/A	N/A	N/A
Remainder of the works	N/A	N/A	N/A	N/A

Criteria to achieve **practical completion** not covered in the definition of **practical completion**

Completion of all the work as intended and fit for use without any hindrance or defect, including connection, testing, commissioning of all services, etc., approved by the Principal Agent and Client
In addition, a complete set of all maintenance and operating manuals, together with all workmanship and material warranties, guarantees and all certificates of compliance in accordance with the requirements of this contract.

B 12.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	to be advised/agreed at site handover	
Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	No
If yes, method to calculate	N/A	

B 13.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	To be agreed by the parties	
Applicable rules for adjudication [30.6.2]	Determined by the Adjudicator	
Arbitration [30.7.4; 30.10] Name of nominating body	Association of Arbitrators (Southern Africa)	
Applicable rules for Arbitration [30.7.5]	Determined by the Arbitrator	

B 14.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [P2.2]	Yes/no?	No
Availability of construction information [P2.3]	Yes/no?	Yes
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	Contractor to verify dimensional accuracy	
Previous work - defects - details of previous contract(s) [P3.2]	N/A	
Inspection of adjoining properties - details [P3.3]	Yes, the contractor must document (including photographs) before starting work on site.	
Handover of site in stages - specific requirements [P4.1]	N/A	
Enclosure of the works - specific requirements [P4.2]	Yes, 1.8m Safety net fencing for all works and site camp, maintained and removed upon completion	
Water [P8.1]	By employer	Yes/no? Yes free of charge Contractor to Connect with a meter
Electricity [P8.2]	By employer	Yes/no? Yes free of charge Contractor to Connect with a meter
Ablution and welfare facilities [P8.3]	By contractor	Yes/no? Yes Contractor cost As per regulations
Communication facilities - specific requirements [P8.4]	Yes/no?	Yes Contractor cost
	Email and mobile communication of contractor's representative on and off-site.	
Protection of the works – specific requirements [P11.1]	All existing landscaping, services, finishes, etc., must not be disturbed and must be protected.	
Protection/isolation of existing works and works occupied in sections – specific requirements [P11.2]	Yes	
Disturbance - specific requirements [P11.5]	Disturbance of the adjacent building to be kept to a minimum during office hours	
Environmental disturbance – specific requirements [P11.6]	The site camp will be rehabilitated at completion at the contractor's cost	

B 15.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this agreement .
Refer to “Amendments to JBCC” part of this document Part C.1.2.2

C TENDER CLOSING

Tender closing date	Refer to the tender document	Time	Refer to the tender document
Tender submission address	Refer to the tender document		
Tender may be submitted by e-mail	yes/no?	No	E-mail N/A

D TENDERER'S SELECTIONS**D 1.0 Securities [11.0]**Guarantee for construction: Select Option-A or B ☒ B

Option A	Guarantee for construction (variable) by contractor [11.1.1]
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Option B	Guarantee for construction (Fixed) by contractor [11.1.2]
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Guarantee for payment by employer [11.5.1; 11.10]	Amount	N/A
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Advance payment , subject to a guarantee for advance payment [11.2.2; 11.3]	Amount	N/A
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D 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date	N/A	end date	N/A
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D 3.0 Payment of preliminaries [25.0]Selected Option A or B ☒ AWhere the **contractor** does not select an Option, Option A shall apply

Where the total amount of **preliminaries** is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sums and any provision for contract price adjustment (cost fluctuation)

Option A	Assessed by the principal agent , an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for contract price adjustment (cost fluctuations) shall be excluded for the calculation of the aforesaid ratio
Option B	An amount agreed by the principal agent and the contractor in terms of the bills of quantities or the priced document to identify an initial establishment charge, a time-based charge and a final disestablishment charge. Payment of the time-based charge shall be adjusted from time to time as may be necessary to take into account the progress of the works

D 4.0 Adjustment of preliminaries [26.9.4]Selected Option A ~~or B~~**A**

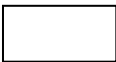
Where the contractor does not select an option, Option A shall apply.

The amount of **preliminaries** shall be adjusted to take account of the effect of changes in time and/or value on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

For the adjustment of **preliminaries** both the **contract sum** and the **contract value** shall exclude the amount of **preliminaries**, contingency sum(s) and any provision for contract price adjustment (cost fluctuations) Where the total amount of **preliminaries** is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sums, and any provision for contract price adjustment (cost fluctuation)

Option A	<p>The preliminaries shall be adjusted in accordance with an allocation of preliminaries amounts to be provided by the contractor within fifteen (15) working days of the date of acceptance of the RFQ as follows:</p> <ul style="list-style-type: none"> - An amount which shall not be varied; - An amount varied in proportion to the contract value as compared to the contract sum; - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period <p>Where the above-mentioned information is not provided the following allocation of preliminaries amounts shall apply:</p> <ul style="list-style-type: none"> - Ten per cent (10%) shall not be varied - Fifteen per cent (15%) shall be varied in proportion to the contract value as compared to the contract sum - Seventy-five per cent (75%) shall be varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period <p>Where completion in sections is required the contractor shall provide an apportionment of preliminaries per section. Should the contractor fail to provide the apportionment of preliminaries per section the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
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Option B	<p>The preliminaries shall be adjusted in accordance with a detailed breakdown of preliminaries amounts for the works or of a section to be provided by the contractor within fifteen (15) working days of possession of the site. Such breakdown shall inter alia include administrative and supervisory staff charges and charges for the use of construction equipment, all in terms of the programme</p> <p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period taking into account the resources planned for the period of construction during which the delay occurred (not for the period added to the initial or extended date for practical completion)</p> <p>Where the contractor does not provide the detailed breakdown of preliminaries within the period stated, Option A shall apply</p>
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C.1.2.2 CONTRACT DATA
PART 1: DATA PROVIDED BY THE EMPLOYER
CONDITIONS OF CONTRACT

VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT
AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

This document forms part of the JBCC contract document.

Refer to page 10 of the JBCC contract document.

AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

These amendments are to be read in association with the General Conditions of Contract.

Clause	Details of Amendment	Clause Heading
12.1.1	Delete this clause and references to this clause throughout the agreement .	Obligations of the Parties
17.1.2	Delete this clause and references to this clause throughout the agreement and replace with the following: "Alteration to design, standards or quantity of the works in compliance with clause 9.1.4 <i>bis</i> "	Contract Instructions
17.1.13	Delete this clause and references to this clause throughout the agreement .	Contract Instructions
25.10	Delete the following words and numbers from Clause 25.10: "Fourteen (14) calendar days" And replace with the following: "twenty-one (21) calendar days"	Payment

SPECIFIC CONDITIONS OF CONTRACT**C1.3.1 SPECIFIC CONDITIONS OF CONTRACT**

These Specific Conditions of Contract are to be read in association with the General Conditions of Contract.

Clause	Details	Clause Heading
C1	<p>The Contractor acknowledges that the principal objective of his appointment is his expert knowledge in the execution of the scope of work of this Contract. The Contractor shall therefore be solely responsible for all aspects of the construction of the Works, including but not limited to management, resourcing, programming, coordination, etc., all as required for the type of project described within the time limits and quality standard specified.</p> <p>The Employer, Principal Agent and the other Consultants are in no way responsible for any act or omission on the part of the Contractor which may result in any patent or latent defects in materials or workmanship, breach or neglect of any Local Authority Regulations.</p> <p>The Contractor remains at all times responsible for any such neglect, deviation or wrong act, whether the same be discovered before or after the Final Certificate, or any other Certificate is approved.</p> <p>The Contractor shall also comply with all legal and labour regulations.</p>	Contractor To Be Responsible
C2	<p>Warranties shall be sought by the Principal Agent from all nominated or selected firms carrying out work or supplying goods.</p> <p>All warranties and guarantees issued by Subcontractors shall be underwritten by the Contractor.</p> <p>The Contractor shall obtain and hand over to the Principal Agent at practical completion all relevant guarantees and maintenance instructions provided by manufacturers, suppliers or subcontractors suitably filed together.</p> <p>Warranties for materials and workmanship</p> <p>Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract</p> <p>The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so</p> <p>The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor</p>	Warranties
C3	<p>Indemnities shall be sought by the Principal Agent from all Contractors undertaking any design responsibility.</p>	Indemnities
C4	<p>Pursuant to Clause 22 the Employer and his Tenants shall have the right to employ other Contractors (hereinafter referred to as "Direct Contractors") to execute any special or other works or installation whether contained in this Contract or not, concurrently with the work being executed under this Contract.</p> <p>The Contractor shall not be entitled to any percentage, profit or discount</p>	Work or Installations By Direct Contractors

	on the value of any work executed by "Direct Contractors" other than attendance on specific items as specified elsewhere in these Bills of Quantities but shall nevertheless allow these Direct Contractors and the Employer's Tenants and employees to have access to the Works, allocate reasonable space in the building for the storage of their materials, tools and equipment, and relate the work of such Direct Contractors to the Contract Programme as necessary, all to the satisfaction of the Principal Agent. The Contractor shall also allow the Direct Contractors, etc., to use, free of charge, the latrine accommodation and water and power supply on the Site and shall not in any way hinder or prevent the execution of their work.	
C5	The Contractor shall be required to ensure that, at the end of the project, copies of the architectural layout, HVAC, Electrical, plumbing, drainage and fire services reticulation layouts showing the final position of the design elements, main pipe runs, the positions of stopcocks and all other salient information are submitted to the Principal Agent. All such drawings (as built) are to be lodged prior to the issue of the certificate of work completion.	As-Built Drawings
C6	The Contractor shall not use the site for any purpose other than carrying out the Works.	Use of Site
C7	Interpretation Of Drawings, Specifications and Activity Schedule Should any part or parts of the Drawings, Specifications or Activity Schedule not be clearly legible to the Contractor, or the material or articles to be used in the execution of the Works be considered insufficiently described or the manner in which the work is to be carried out not be clear, the Contractor must obtain from the Principal Agent the necessary information to clarify such Drawings, Specification, Activity Schedule or instructions which request shall be in writing. The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of incorrect interpretation of the Drawings, Specifications, Activity Schedule or instructions.	Interpretation Of Drawings, Specifications and Activity Schedule
C8	All drawings and documents relating to the portion of the designs for which the Contractor is responsible are to be considered the sole property of the Employer and are to be handed over to the Employer on completion and final payment of the Works. All drawings must be properly cared for, protected and kept in good condition.	Ownership and Care of Drawings and Documents
C9	Upon receipt of detailed drawings for any work, the Contractor shall, before putting that work in hand, ascertain that the dimensions given on the detailed drawings correspond with the dimensions of any work already built and which governs the sizes of any work for which details are now issued. In the event of the detail drawings not agreeing with the works already built, the discrepancy shall be brought to the Principal Agent's attention timeously and the detail drawings shall be returned at once for alterations.	Checking of Drawings and Specifications
C10	All dimensions will be figured on the drawings or may be calculated from figured dimensions and are always to be followed. No dimensions shall be obtained by scaling	Scale of Dimensions
C11	Instructions issued on Site shall be recorded in a Contract instruction book supplied by the Contractor. Only site instructions issued in such book shall be recognised. Site instructions to the Contractor and various Sub-contractors may be issued only by the Principal Agent and shall be issued via the Contractor	Contract Instructions
C12	During the course of the building operations, the Contractor shall be held entirely responsible for any encroachment onto any adjoining properties or	Encroachment by Contractor

	servitudes as a result of his default, and the cost of any remedial measures arising there, as required by the Principal Agent, shall be borne by the Contractor.	
C13	The Contractor shall account for and hand over to the Employer all keys, properly labelled with an itemised schedule to be signed by the Employer as receipt.	Security at Completion
C14	The Contractor shall remove from the site all materials condemned by the Principal Agent, whether incorporated in the Works or not. He shall replace and re-execute such work in accordance with the Contract and without expense to the Employer. The Contractor shall also bear the expense (including Professional Fees) of making good all other work destroyed or damaged by such removal or replacement.	Condemned Work
C15	The Contractor shall provide to the Principal Agent, at intervals to be agreed to by the Principal Agent, a written daily record, in schedule form, showing the number and descriptions of local labour force currently employed on the Works, including those employed on subcontracts.	Labour Record
C16	The Contractor shall provide to the Principal Agent, at intervals to be agreed to by the Principal Agent, a written daily record, in schedule form, showing the number, type and capacity of all plant, excluding hand tools, currently employed on the Works.	Plant Record
C17	All costs incurred by the Contractor in the preparation of claims to the satisfaction of the Principal Agent and/or Quantity Surveyor shall be borne by the Contractor.	Costs of Claims
C18	A declaration of insurance shall be sought by the Principal Agent from the party responsible for affecting the applicable insurance cover.	Declaration of Insurance
C19	The Contractor warrants that he shall give all notices and shall observe all the terms and conditions and requirements of all insurances applicable to this Contract. Where the Contractor is responsible for the appointment of subcontractors then the Contractor shall: 1. Ensure that potential and appointed subcontractors are aware of the whole content of Clauses 10.0, 11.1 and 12.1. 2. Enforce the compliance of subcontractors with these Clauses where applicable.	Insurances
C20	The amounts allowed by the Contractor against the respective attendance items will vary only in the following circumstances: 1. Where the actual subcontract amount, less any adjustments in terms of the Contract Price Adjustment Provisions, varies in excess of 15% of the Provisional Sum allowed, then the attendance amount will be varied pro-rata to the subcontract final amount less any adjustments in terms of Contract Price Adjustment Provisions. 2. Where the scope of the subcontract works increases or decreases, then the attendance amount allowed will be increased or decreased pro-rata to the cost of the variation in the scope of the subcontract works only. 3. No adjustment in the attendance amount will be made where the specification increases/decreases the subcontract amount.	Adjustment of Attendance
C21	The Contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the Works. The Contractor shall submit details of his proposed loading, storage, plant erection, etc., to the Principal Agents for their approval prior to proceeding with such	Overloading By the Contractor or Subcontractor

	loading, storing or erecting and shall comply with and pay for the Engineer's requirements in connection with the provision of temporary support work, etc.	
C22	Quality inspections will be carried out timeously prior to handover to ensure quality at an earliest stage. The Contractor is to provide a designated snagging team to do remedial work.	Quality
C23	No claims for clearing or carting away any earth, rubbish or superfluous materials, including that of any Subcontractor, shall be accepted. All such materials must be cleared regularly at the end of each shift and in addition as and when directed by the Principal Agent. All electrical wiring must be protected from dust and water. Should the Contractor fail to carry out any or all of the above the Principal Agent will arrange for such clearing and cleaning as is necessary to be carried out by others and recover the cost as debits against Certificate Payments.	Cleaning
C24	The Contractor takes full responsibility of managing all appointed sub-contractors. The Contractor must also include any overhead costs for these appointed sub-contractors.	Subcontracting
C25	Wherever a trade name for any product has been described in the Activity Schedule / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders. If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for	Trade Names
C26	Temporary protection, as per Engineers requirements of existing, roads, fencing, entrances, water, sewer, stormwater, telephone, electrical, etc. services to be affected by the works	Temporary Protection
C27	The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor	Propping of floors below
C28	The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative	Proprietary Branded Products
C29	Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer	Overtime
C30	It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget	Cooperation of the contractor for cost management
C31	All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any	Media releases

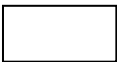
	statement or advertisement connected with this project to be printed, screened or aired by the media	
C32	<p>Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]</p> <p>The contractor shall:</p> <ol style="list-style-type: none"> 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Cooperate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification <p>Conform to the conditions contained in the employer's health and safety specification</p>	Health and safety
C33	Contractor to provide a traffic management plan Including barriers, temporary signage, flagman, traffic management plan, temporary road markings, etc. at the contractors costs	Accommodation of traffic for construction works
C34	<p>Where in the opinion of the Principal Agent any extra work cannot properly be measured or valued, the Contractor will be allowed daywork prices therefore calculated upon the costs defined hereunder together with the stated percentages. The total thus arrived at shall be the total amount recoverable by the Contractor for performing such work.</p> <ol style="list-style-type: none"> 1. The costs to the Contractor or sub-contractor of materials, being the net cost (at current market prices) actually paid for such materials after the deduction of cash discounts or if materials are supplied from the Contractor's or sub-contractor's stock then the cost of such materials shall be based upon the current market price plus the cost of delivery to Site; to which net cost 10% thereof shall be added. 2. The cost of labour to the Contractor or sub-contractor, being all items of direct cost of labour actually remunerated to the workmen concerned which shall include the cost of all allowances in terms of the industrial Conciliation Act (where applicable) or any other wage determination applying in the area where the daywork is executed: to which labour cost 10% shall be added. Hourly base rates for labour shall be the current market rates for labour based upon standard working hours and shall be applied in respect of the time spent by workers directly engaged on the particular day works including any operator's mechanical plant and transport and erecting and dismantling other plant. If a claim is made that individual workmen have been paid wages and allowances in excess of the minimum legalised rates, then proof must be furnished that such workmen had been so paid prior to the commencement of the daywork referred to. 	Dayworks
C35	<p>The Contractor must compile and implement a comprehensive project-specific Waste Management Plan (WMP).</p> <p>Waste Management Plan must describe how all generated waste is monitored, which types of waste will be collected for recycling or for reuse, how recycling will occur, and who is responsible for the various aspects of the plan. The Contractor must retain all waste records and issues reports to the building owner. The Contractor is required to recycle or reuse all demolition and construction waste, excluding any waste that is not</p>	Waste Management Plan (WMP)

	normally sent to landfill such as soil (from land clearing and excavation activities), land clearing debris, and waste that legally must be withheld from general construction waste (i.e. asbestos) The waste management plan should include instructions to crew and sub-contractors on recycling and reuse procedure. The waste management plan is to be developed prior to construction start, and is to be implemented for the entire construction duration.	
C36	<p>The construction period is very stringent. All relevant legislatures must be complied with in terms of the hours worked for the day, week and month.</p> <p>All demolition, stripping of existing finishes, noisy work must be programmed.</p> <p>Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer</p>	Hours of Work
C37	The contractor must seek permission from the employer to work after hours and on weekends. After hours are from 6pm to 6am on weekdays and Saturdays and Sundays.	After Hours Work
C38	<p>The Contractor's labour must be restricted to the immediate working areas or specified access thereto. Any workman found in any other part of the estate may be immediately removed from the premises by the management.</p> <p>The Contractor shall always strictly exclude all unauthorised persons from the Works and the Site and shall set up notice boards to that effect.</p>	Site Security
C39	<p>All work shall be executed in strict accordance with the Architect's specifications and detailed drawings. The Contractor shall refer to all relevant architectural details, notes, and written instructions issued or approved by the Architect for full intent and requirements.</p> <p>All drawings and specifications are to be read and interpreted together, and any discrepancies or uncertainties must be clarified with the Architect prior to proceeding.</p> <p>The Contractor shall verify all dimensions, levels, and site conditions on site prior to the commencement of fabrication, manufacture, or installation of any work. No claims arising from failure to do so will be entertained</p>	Coordination with Architectural Information and Site Verification
C40	<p>The Contractor shall be obliged to timeously do everything necessary and to provide all information required by the Principal Agent to verify the final account submitted to by the Contractor for the final completed Works. The Contractor shall be obliged, within 15 days after receipt of the Quantity Surveyor's, to signify in writing his acceptance of same or to advance any claims he may have in respect thereof for the consideration of the Quantity Surveyor.</p> <p>The Contractor agrees that should he fail to dispute the final account recommended by the Principal Agent within 15 days after receipt of same, the Contractor will be deemed to have accepted the final account in its entirety. Dispute shall be deemed to mean the submission by the Contractor in writing to the Principal Agent of reasons valid, in the opinion of the Principal Agent, for not accepting the final account.</p>	Final Account
C41	The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works	Confidentiality

	No information regarding this project shall be published or disclosed without the prior written consent of the employer	
C42	<p>The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <ol style="list-style-type: none">1. A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.2. Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).3. Design calculations should the Employer's Agent request a copy thereof.4. Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.5. "As-Built" drawings in DXF electronic format after completion of the Works. <p>The Contractor shall be responsible for the design of the Temporary Works</p>	Contractor's liability for own design errors
C43	There is no guarantee given or implied that the Contractor will be permitted to utilise any or all of the plant he proposes to use in the construction of the Works.	Plant & Equipment

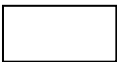
C.1.3 Project Baseline Risk Assessment

REFER to **ANNEXURE 1** for the Project Baseline Risk Assessment



C1.4 Site Specific Construction Health and Safety Specifications

REFER to **ANNEXURE 2** for the Site Specific Construction Health and Safety Specifications



Part C2: PRICING DATA**C2.1 Pricing Instructions****1. Measuring System**

- 1.1) The Bills of Quantities have been prepared in accordance with the **Standard System of Measuring Building Work** (Seventh Edition, 2015), as issued by the Association of South African Quantity Surveyors (ASAQS).
- 1.2) All quantities are provisional and subject to re-measurement upon completion of the works.
- 1.3) Contractors shall not use the stated quantities for material ordering or procurement without prior confirmation. Any discrepancies between the Bills of Quantities and the construction drawings must be immediately reported to the Quantity Surveyor.
- 1.4) Definitions of key terms, such as "Unit," "Quantity," "Rate," "Amount," and "Sum," align with the Standardised Specifications and the relevant project documentation.
- 1.5) Short descriptions of payment items are indicative only; full scope details are provided in the drawings and specifications.

2. General Pricing Notes

- 2.1) For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity: The number of units of work for each item

Rate: The payment per unit of work at each which the Tenderer tenders to do the work

Amount: The quantity of an item multiplied by the tendered rate of the (same) item

Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 2.2) All units of measurements are in metric units with standard abbreviations used (e.g., mm, m², m³, t).
- | | | |
|--------------------|---|---|
| mm | = | millimetre |
| m | = | metre |
| km | = | kilometre |
| m ² | = | square metre |
| ha | = | hectare |
| m ³ | = | cubic metre |
| m ³ -km | = | cubic metre-kilometre |
| No. | = | number |
| Sum | = | lump Sum |
| l | = | litre |
| kW | = | kilowatt |
| kN | = | kilonewton |
| kg | = | kilogram |
| kPa | = | kilopascal |
| t | = | tonne (1000kg) |
| % | = | percent |
| MN | = | meganewton |
| MN-m | = | meganewton-metre |
| MPa | = | megapascal |
| PC Sum | = | Prime Cost Sum (Cost of material supplied excluding vat, profit and labour, but including transport and delivery costs) |
| Prov Sum | = | Provisional Sum |
| CAND | = | Number of candidates |
| Month | = | Month |
| MEET | = | Number of meetings |
- 2.3) The short descriptions of the items of payment given in the bill of quantities are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Scope and the drawings.
- 2.4) Unless otherwise stated, items are measured net in accordance with the drawings and no allowance is made for waste.
- 2.5) The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. Rates and prices must be comprehensive and inclusive of all obligations under the contract, such as overheads, profit, general risks, and liabilities.
- 2.6) A price or rate is to be inserted against each item, whether the quantities are stated or not. An item against which no price is entered will be considered to be included in other rates.
- 2.7) Except where rates only are required, insert all amounts to be included in the total tendered price in the "amount" column and show the corresponding total tendered price.

- 2.8) Prices should assume compliance with all relevant Acts, Ordinances, Regulations, By Laws, and Standards effective 28 days prior to the tender closing date. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 2.9) The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The Bills of Quantities is not a substitute for construction documents for procurement purposes. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk. Contractors are advised to verify all quantities and ensure their adequacy for execution planning.
- 2.10) The quantities of work as measured and accepted and certified for payment in accordance with the conditions of contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by difference between the quantities in the Bill of Quantities and the quantities certified for payment. The Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.
- 2.11) All rates and sums are net of VAT, which will be calculated and included in the final summary. The Contractor must ensure compliance with all taxation laws relevant to the project.
- 2.12) This is a **Fixed Rate Contract with re-measurable quantities** and no escalation will be permitted
- 2.13) The Contractor is responsible for ensuring that rates are reasonable, as these may serve as the basis for valuing variations or additional work.

3. Structure of Bills of Quantities

- 3.1) The Bills of Quantities are divided into the following sections

Section No. 1: Preliminaries

- Section A: Principal Building Agreement
- Section B: JBCC Preliminaries
- Section C: Special Preliminaries
- Section D: OHS Requirements

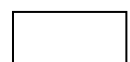
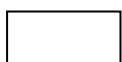
Section No. 2: Mechanical Services: HVAC

- Bill No. 1: HVAC Installations
- Bill No. 2: Additional External and Internal Works

FINAL SUMMARY - TO BE CARRIED TO FORM OF TENDER/OFFER & ACCEPTANCE

4. Details of the Agreement

- 4.1) The agreement is based on the **JBCC** Principal Building Agreement (Edition 6.2 - May 2018). The additions, deletions and alterations to the JBCC Principal Building Agreement are stated in the contract Data.
- 4.2) The ASAQs Preliminaries published by the Association of South African Quantity Surveyors,



August 2010, are forming part of the overall Preliminaries Bill of Quantities and the preliminaries specific variables are stated within the Preliminaries Bills of Quantities.

- 4.3) Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)

5. General Preambles for Trades (2017)

- 5.1) Tenderers are referred to the "Model Preambles for Trades" (Latest Edition) issued by the Association of South African Quantity Surveyors (ASAQS) shall be deemed to be incorporated herein. Any supplementary preambles shall have precedence and in all cases of variance between Bill descriptions and the General or Supplementary Preambles the Bill descriptions shall prevail.

The Tenderer must study the General Preambles and the Supplementary Preambles to all Trades before pricing this document and the tender sum shall cover all costs and charges that may be considered necessary by the tenderer for the carrying out and observance of the provisions of the General Preambles and the Supplementary Preambles to all Trades.

- 5.2) Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the “General Preambles for Trades 2017”.

6. Drawings and Scope of Work

- 6.1) The drawings referenced in the Scope of Work for these Bills of Quantities are included in the tender documentation.
- 6.2) It is the Tenderer’s responsibility to ensure their tender aligns with the Scope of Work and all referenced drawings.
- 6.3) The Tenderer must note that this is a fixed rate contract, and that the Tenderer is not entitled to adjust the rates/prices for escalation.

7. Tender Submission and Compliance

- 7.1) The Tenderer is deemed to have inspected the site and understood the conditions affecting the execution of works.
- 7.2) Submission of the tender indicates full acceptance of these Pricing Instructions and the associated contract documents.

8. Additional Instructions

- 8.1) The Tenderer must not change any of the quantities on the Bill of Quantities
- 8.2) Any ambiguities or contradictions in the Bills of Quantities must be brought to the attention of the MHSC before tender submission.

- 8.3) Prime Cost (PC) Sums and Provisional Sums included must be verified with the MHSC for approval before commencement of the respective works.
- 8.4) Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted, subject to the MHSC approval.

C2.2 Notes to Tenderer – Bill of Quantities

- 1 These Bills of Quantities contain pages numbered consecutively in each Bill. Before the Tenderer submits his tender he should check the number of pages, and if any are found missing or duplicated, or the Bills of Quantities contain any obvious errors, he should apply to the MHSC at once and have same rectified, as no liability whatsoever will be admitted by the MHSC in respect of errors in tender due to the foregoing.
- 2 The Bills of Quantities form part of and must be read in conjunction with the Specification which document contains the full descriptions of the work to be done and material and equipment to be used and unless otherwise described in the Bills of Quantities, reference should be made to the Specification for the full meaning of descriptions of work to be done and materials and equipment to be used in this service.
- 3 Tenders shall be submitted for initial consideration on the declaration of the total value of the sectional Bills. The Bills priced in detail must be made available within 7 days upon request after the closing date of tenders.
- 4 The total tender price in the tender form shall constitute the contract price of the successful Tenderer. Tenderers are advised to check their item extensions and total additions, as no claim for arithmetical errors will be considered
- 5 No alteration, erasure or addition is to be made in the text of the Bills of Quantities. Should any alteration, erasure or addition be made, it will not be recognised but the original wording of the Bills of Quantities will be adhered to.
- 6 The Priced Bills of Quantities of the successful Tenderer will be checked and the Employer reserves the right to call for adjustments to any individual price and to rectify any discrepancy whilst the total tender price, as submitted, remains unaltered.
- 7 The responsibility for the accuracy of the quantities written into the Bills remains with the person who prepared the Bills. The Tenderer shall be relieved of responsibility of measuring quantities at the tender stage, and the tender sum submitted shall be in respect of the quantities set out in the Bills, although he will be required to make his assessment of items such as brackets, fixings, etc, from details stated in the Bills and shall include in the item prices for such small installation materials as are required for the complete installation in accordance with the Specification.
- 8 The successful Tenderer and the Employer or his Agent may agree that the total of any Bill or Bills, including any variations by way of additions thereto or deductions therefrom, represents a fair and accurate quantification of the items set out in the Bills and the parties may agree final payment on that basis. In the event of any dispute as to the quantities, then the disputed item or items shall be adjusted where necessary.
- 9 The quantities in these Bills of Quantities are provisional and subject to re-measurement and not to be used for ordering materials.
- 10 Variations in the scope and extent of the work included in the Bills shall be allowed to meet the Employer's requirements and shall be measured and costed at rates entered in the Bills, where appropriate, and shall form an addition to or deduction from the total of the Bills.
- 11 Any items or variation for which rates have not been included in the Bills shall be agreed and priced as non-scheduled items in accordance with Section 32.0 of the JBCC Contract Series 2004.

- 12 The rules governing the extent and costing of the variation where applicable shall apply as stated in the JBCC Contract Series 2004, in alignment with the employer supply chain management policy.
- 13 Note: Amendment to Clause 32.6 of Section 32.0 : In addition Contractors shall submit to the Employer within 14 days, details of expenses incurred as a result of a written site instruction or construction drawing revision.
- 14 The tenderer is advised that any expenses incurred as a result of any verbal instruction not confirmed in writing or subsequent drawing revision issued for Construction shall be at the Contractors risk. All claims in this respect shall be nil and void.
- 15 Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in unit price.
- 16 The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, costs unloading, storing, unpacking, hoisting, scaffolding, setting, fitting and all necessary materials and equipment for fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packings, establishment charges, profit and all other obligations arising out of the conditions of contract.
- 17 Tenderers shall make allowance for extra over supports and fixings of all cable trays, ladder racks and all wireways and include all cost in the rates quoted. Tenderers may submit an additional set of rates for extra over height allowance in the form as an addendum to the Bill of Quantities. An estimate of the quantities for extra over supports shall be tendered and priced accordingly. The sum total of which will be included in the Tenderers price.
- 18 "All measurements are nett, unless otherwise stated, and Contractors must allow in the rate for wastage"
- 19 Where a schedule for quantities and point rates is included they shall form part of the tender price, but Tenderers shall note that this item must be regarded as provisional and any work undertaken in accordance with the said rates is subject to a written instruction by the Engineer to this effect. All work priced on a "point rate" shall be claimed on a separate schedule.
- 20 "Contractors shall price the Preliminary & General under all of the three groups, viz :"
 - 20.1 "A fixed amount. An amount varied in proportion to the final contract value as compared to the tender price."
 - 20.2 "An amount varied in proportion to the final contract period as compared to the originally specified contract period"
 - 20.3 "An amount varied in proportion to the final contract value as compared to the originally submitted contract value"
- 21 "The allocation of prices to the three categories listed above must be realistic and the Tenderer may be required to justify the allocation of the prices."
- 22 All claims for Preliminary and General shall be made in proportion to the above three categories and authorised by the Engineer
- 23 Prime Cost (PC) Sums: The Contractor shall take delivery of, unpack, clean, assemble, store, protect and install all PC items as directed by the Engineer and he shall be responsible for all such items until the sub-contract works is completed and handed over. Tenderers shall make due allowance for this in their tender price.

- 24 The Employer will call for separate pricing of the PC Sums detailed within the provisional bills of quantities and the successful Specialist supplier/manufacturer will be appointed as a nominated supplier by the Contractor. The Contractor shall allow for purchasing and attending to the timeous delivery, loading and off-loading and storage on site of PC Sum items.
- 25 Note that the PC Sum amounts as provided in the provisional bills of quantities document exclude Tenderer's discount and are therefore nett. Tenderers are to indicate at tender submission stage any profit and mark-up (if required) on the PC Sum amounts. Should a profit mark-up not be indicated it will be assumed to be nil.
- 26 Provisional Sums: All Provisional Sums shall only be expended as directed in writing, by the Engineer and any balance remaining shall be deducted from the amount of the contract sum.
- 27 All Provisional Sums shall be deemed to include for the supply and installation of specialist equipment or expertise by others. Only the material nett cost shall be subject to a percentage markup. All labour and travelling cost invoiced by the Specialist manufacturer/supplier will be as quoted and are nett.
- 28 It shall be a specific condition of tender that the tenderer shall affect payment in full of any invoice submitted by the Specialist manufacture/supplier and subsequently approved by the Engineer. Payment shall be made in accordance with the Specialist manufacturer/suppliers quoted terms of payment, subject to:
 - 28.1 No retention may be deducted from any invoice, unless this has been qualified/accepted beforehand in writing by the engineer.
 - 28.2 All materials have been accepted and signed for by the tenderer and that all are in good order and condition and comply with the specification(s).
 - 28.3 Should the Contractor fail to affect payment on due date (subject to a written request for direct payment and presentation of the invoice due from the Specialist manufacturer/supplier) the Employer shall arrange at their discretion for direct payment to the Specialist manufacturer/supplier the value of which shall be deducted from the Contractors current interim claim assessment.
 - 28.4 "The Contractor shall forfeit his markup on the total value of the invoices in question where direct payment is made on his behalf."
- 29 All items described as "Provisional" shall be measured as executed and paid for according to prices in the Bills of Quantities and any unexpended amounts shall be deducted from the amount of the contract sum. No work for which "Provisional" items are provided shall be commenced without written instructions from the Employer.
- 30 All claims for expenses incurred for Provisional Sums shall be supported with certified delivery notes and invoices from the Specialist manufacturer/supplier.
- 31 Within 21 days of receiving engineering drawings the Contractor shall agree with the Consulting Engineer all quantities. Thereafter any variations to engineering drawings will be based on the prices in the Bills of Quantities.
- 32 "No claims for daywork labour rates will be accepted on this contract."

C2.3 Priced Bill of Quantities

REFER to **ANNEXURE 3** for the Bill of Quantities that includes the following bills:

- Section 1 – Preliminaries:
 - Section A: Principal Building Agreement
 - Section B: JBCC Preliminaries
 - Section C: Special Preliminaries
 - Section D: OHS Requirements
- Section 2 – Mechanical Services – HVAC:
 - Bill No. 1: HVAC Installations
 - Bill No. 2: Additional External and Internal Works

C3: Scope of Work**MHSC****Heating, Ventilation and Air-Conditioning (HVAC) Solutions for the MHSC Offices****SCOPE OF WORK****1. EMPLOYER'S OBJECTIVES****HVAC SOLUTIONS**

The Mine Health and Safety Council (MHSC) intends to appoint a suitably qualified and experienced contractor to deliver comprehensive HVAC solutions for the renovation and internal fit-out of the MHSC building located at 2 Coombe Place, Rivonia, Sandton, 2128.

From inception to completion, the contractor will ensure that all aspects of the solutions align with the specified layout, design and finishes as outlined in the mechanical drawings and related documentation.

Adherence to Design and Specification Standards

The project must strictly adhere to the mechanical designs, layout plans and finish specifications provided by the MHSC's appointed architect and engineers. The contractor will ensure all works are executed with the highest quality standards and comply with applicable building regulations, industry best practices and health and safety requirements.

Project Timeliness and Delivery

The total duration of the renovation project is three (3) months, commencing from the date of official site handover by the MHSC to the principal contractor. The successful bidder must ensure that the HVAC works are completed within this stipulated project timeline and must fit into the schedule of the main construction work.

Time management and efficient project scheduling for all the renovation works are critical to avoid delays and ensure the building is ready for occupation and operational use by the MHSC at the end of the 3-month period.

Cost-Effective Solutions

The employer aims to achieve a cost-effective renovation project without compromising on quality. The contractor must ensure that all works are executed within the awarded contract value, transparently in cost management and aligned with the Pricing Bill of Quantities.

Sustainable and Safe Practices

The project must incorporate sustainable construction practices, minimising environmental impact through eco-friendly materials and energy-efficient solutions where applicable. Where possible materials should be sourced locally to support local industries. Additionally, the project must be carried out in strict compliance with health and safety standards to safeguard all workers and stakeholders involved.

Coordination and Communication

The contractor must establish and maintain effective coordination and communication with the MHSC and the MHSC's engineering and design teams and other contractors throughout the duration of the project. Regular progress updates, meetings and reporting are required to ensure alignment with the employer's expectations and deliverables.

Quality Assurance and Defect-Free Completion

The contractor must be responsible for implementing a robust quality assurance and control process throughout the project. The objective is to ensure that the final product is delivered defect-free, meeting/exceeding the MHSC's functionality, durability and aesthetics expectation.

Handover and Post-Completion Support

Upon completion, the contractor will ensure a smooth handover of the building, including the provision of all necessary documentation, such as warranties, certificates of compliance, operation manuals and as-built drawings. The employer requires post-completion support, including addressing defects during the defect's liability period, to ensure the building functions optimally.

2. OVERVIEW OF THE WORKS

The MHSC requires the appointment of an experienced contractor to deliver HVAC solutions for the renovation and fit-out of the new MHSC property. The scope of works encompasses all activities necessary to ensure the complete HVAC solutions, including commissioning, post-occupancy and post-installation support in accordance with the specifications outlined in the mechanical layouts and designs and scope of works.

There will be other contractors who undertake specialist installations that form an integral part of the renovation for the MHSC building. These installations include but are not limited to construction, electrical, acoustics and wallpaper and Information and Communication Technology (ICT) infrastructure, electronic services, etc.

The approximate size of the property is 2473m², which includes 96 parking units. The work will comply with all relevant national building regulations, occupational health and safety standards and municipal by-laws to ensure that the facility meets the highest standards of functionality, safety, and sustainability.

Areas Description	Size (m ²)/ No. of Bays
Ground Floor	1182
First Floor	1182
Second	109
Total Gross Building Area (GBA)	2473
Storerooms	137
Parking	
Basement (1367sqm)	46 Bays
Covered	12 Bays
Open	38 Bays
Total Parking	96 Bays

3. PURPOSE OF THIS DOCUMENT

This document outlines the minimum requirements for the proposed scope of work that the contractor must undertake to complete the project successfully. It serves as a guideline to ensure that all works are carried out in accordance with the client's expectations, industry best practices, regulatory standards and details and specifications.

This document clarifies the deliverables, performance expectations and compliance obligations the contractor must adhere to throughout the project. It briefly defines the construction, fit-out, installation

and post construction support requirements to achieve a high-quality, functional and fully compliant result.

Furthermore, it establishes a clear framework for project execution, detailing aspects such as project management, quality assurance, risk mitigation, adherence to health and safety regulations and post-completion support. The contractor is expected to fully comply with these requirements to ensure the project is delivered on time, within the contracted value and to the specified quality standards.

4. SITE LOCATION

The proposed HVAC and fit-out works will be carried out at the new MHSC building, located at:

- Section 8, Tuscan Office Park
2 Coombe Place, Rivonia, Sandton, 2128, Gauteng

All works must be executed with minimal disruption to the surrounding office park environment while ensuring full compliance with local building regulations, safety standards and municipal by-laws.

5. BODY CORPORATE HOUSE RULES

The contractor is required to strictly adhere to the body corporate's house rules throughout the duration of the project. This includes compliance with all specified guidelines and regulations regarding noise levels, working hours, use of shared/common areas and disposal of construction waste.

The contractor must ensure that all personnel and subcontractors are fully briefed and understand these rules to prevent any disruptions to the residents and other occupants of the complex. Failure to comply with the body corporate house rules may result in penalties or cessation of work as stipulated in the contract terms.

6. PROJECT SCOPE

The Scope of Works must be read in conjunction with the approved layouts, plans, designs and finishes as detailed in the engineering drawings, contract data and all related documentation. The contractor must ensure that all installation works align with the approved engineering specifications, ensuring consistency in design, material selection and overall project execution.

Any discrepancies, clarifications or required modifications must be formally communicated to the client and design team for approval before implementation.

a) PROJECT MANAGEMENT

The contractor shall apply project management concepts to ensure the successful execution and completion of the project in alignment with the client's objectives, the contract value and the timeline. The contractor's responsibilities shall include but are not limited to the following:

Project Planning

- Develop a project plan (for the scope of work) outlining project objectives, key stakeholders, scope and deliverables.
- Ensure effective planning, execution, monitoring and reporting to achieve project objectives.
- Provide a project program, covering all phases.

Timeline & Milestone Management

- Implement and manage a detailed project timeline to ensure on-time completion.
- Track progress against key milestones and adjust as necessary to mitigate delays.
- Conduct critical path analysis to identify and manage key dependencies.
- Conduct regular progress reviews and plan adjustments as needed.

Quality Assurance & Control

- Ensure adherence to all specified materials, finishes and artistry requirements.

Risk Management & Mitigation

- Identify potential project risks and develop appropriate mitigation strategies.
- Continuously monitor risk factors (time, cost and quality) and implement necessary adjustments.
- Ensure proactive identification and resolution of project issues.

Budget Management & Cost Control

- Provide detailed cost estimation, including contingencies for the project.

- Conduct regular cost tracking and reporting to ensure financial accountability.

Client Coordination & Communication

- Coordinate with MHSC representatives on a weekly basis (and more frequently as and when required) for project approvals and feedback.
- Ensure transparent communication to align project progress with client expectations.
- Provide weekly progress reports, including updates on key activities, challenges and risks.

Stakeholder & sub-contractor Management

- Oversee procurement, logistics and coordination of all work involved in the project.

Regulatory Compliance & Permitting

- Ensure full adherence and compliance with all relevant laws and regulations including municipal by-laws, industry standards.
- Obtain all necessary permits and approvals from local authorities before commencement of works.

Handover and Post-Completion Support

- Ensure a structured handover of the completed works, including necessary documentation and training where applicable.
- Provide all required as-built documentation, operation manuals, warranties and compliance certificates.

The contractor shall be responsible for the efficient management and execution of the project within the agreed time frame, budget and quality parameters.

b) MECHANICAL WORKS

The contractor shall be responsible for the execution and completion of all HVAC works in accordance with the approved engineering drawings, specifications and regulatory requirements. The scope includes but is not limited to the following:

Mechanical Works

- Design, supply and installation of HVAC systems.
- Testing and commissioning of all mechanical installations

Compliance & Safety

- Compliance with all the relevant laws and regulations including:

- The National Building Regulations
 - OHS Act (Act 85 of 1993)
 - SANS 10400 and municipal by-laws
- Implementation of quality control procedures
- Enforcement of safety protocols on site, including barricading, signage, PPE, and controlled access.

c) POST-INSTALLATION SUPPORT REQUIREMENTS

The contractor shall provide comprehensive post-construction support to ensure a seamless transition into operational use. The requirements include but are not limited to the following:

Handover Documentation

- Prepare and deliver all necessary operation manuals, warranties, guarantees and compliance certificates
- Provide as-built drawings detailing all installed systems, modifications and final layouts

Maintenance Guide

- Develop and submit a detailed Maintenance Guide outlining recommended procedures for the upkeep of all installed systems
- Include schedules for routine maintenance and guidelines for troubleshooting common issues
- Provide a 3-year warranty and support services for the systems

Support Services

- Offer post-installation support services in accordance with the JBCC (Joint Building Contracts Committee) contract to address any operational issues, maintenance requirements and training needs during the initial occupancy phase
- Provide training sessions for the MHSC personnel on the operation and maintenance of installed systems

The contractor shall ensure that all post-installation requirements are met to facilitate the effective and sustainable use of the newly renovated facilities.

d) TESTING & COMMISSIONING REQUIREMENTS

The contractor shall be responsible for thoroughly testing, commissioning, and quality verification of all installed systems before the final handover to the MHSC. The contractor's responsibilities include, but are not limited to, the following:

System Testing

- Conduct comprehensive testing of all installed HVAC systems
- Ensure the system functions as per design specifications and meet operational requirements.

Commissioning Plan & Execution

- Develop and implement a detailed commissioning plan to verify that the system operates as intended.
- Conduct systematic checks, calibrations and performance evaluations for all installations.

Quality Assurance & Issue Resolution

- Document and promptly resolve any non-conformances, ensuring all installations and finishes meet the agreed-upon quality standards before final handover.
- Address and rectify any defects or discrepancies identified during quality inspections.

Compliance & Documentation

- Ensure all installed materials and equipment come with manufacturer warranties and provide complete documentation to the MHSC.
- Submit a comprehensive commissioning report for all installed equipment, signed by a competent person, certifying compliance with industry standards and project specifications

The contractor shall ensure that all systems and installations are fully functional, defect-free, and compliant before the final project handover to MHSC.

e) COMPLIANCE WITH LAWS AND REGULATIONS

The contractor shall ensure full compliance with all relevant local authority requirements, national legislation and industry standards throughout the execution of the project. The contractor's responsibilities include, but are not limited to the following:

Local Authority Approvals

- Ensure compliance with the requirements of local authorities.

National & Industry Standards Compliance

- Adhere to the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977, as amended)
- Comply with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993, as amended) and all related regulations
- Ensure full compliance with SANS 10400 – The Application of the National Building Regulations.

Material & Product Standards

- Ensure that, where applicable, all materials, products and components used in the project bear the mark of the relevant standards body (SABS or equivalent)
- Ensure all installations meet the required SANS compliance and/or certification standards

Energy Efficiency & Sustainability

- All materials, products, and components related to energy efficiency shall comply with:
 - SANS 10400-XA – Energy usage in buildings.
 - SANS 204 – Energy efficiency in buildings.

The contractor shall ensure that all works are executed in full compliance with all applicable laws, standards and regulations, maintaining the highest levels of safety, quality and environmental responsibility.

f) DOCUMENTATION

The contractor shall be responsible for preparing, submitting and handing over all necessary project documentation to ensure compliance, operational efficiency and proper record-keeping. The required documentation includes but is not limited to the following:

Project Documentation & Compliance

- Provide all compliance certificates, including but not limited to:
 - Compliance Certificates
 - Any other statutory approvals as required

As-Built Drawings

- The contractor shall prepare and maintain an updated set of as-built drawings reflecting all modifications and final installations and provide these to the client immediately after deviations have been established for finalisation and reproduction onto the original design documents.

Operational & Maintenance Manuals

- Provide operational manuals for all installed systems, including HVAC and any specialised equipment
- Submit a detailed maintenance guide outlining recommended procedures, servicing schedules and troubleshooting steps for all major installations

The contractor shall ensure that all documentation is accurate, complete and submitted promptly to facilitate a smooth handover and future facility maintenance.

g) TRAINING AND HANDOVER

The contractor shall ensure a comprehensive handover process, including training and documentation, to enable MHSC personnel to operate and maintain all installed systems and equipment effectively. The contractor's responsibilities include, but are not limited to the following:

Handover of Equipment

- Provide a detailed handover of all installed Equipment to the satisfaction of MHSC
- Submit operation manuals, warranties, and maintenance guidelines for all equipment items

Training on Equipment & Systems

- Conduct training sessions for MHSC personnel on the operation, maintenance and safety procedures of all critical installations
- Provide specific training on lift operation and maintenance procedures, including emergency protocols and troubleshooting

The contractor shall provide all necessary training, documentation and technical support to facilitate the smooth transition and long-term functionality of the installed systems

h) APPROVAL OF DESIGNS BY CLIENT

The contractor shall ensure that all designs, proposals and drawings are reviewed and approved by the client and its appointed oversight consultants before any work commences on-site. The contractor's responsibilities include, but are not limited to, the following:

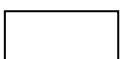
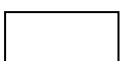
Conceptual Layout & Design Modifications

- The client's initial drawings are conceptual and serve as a baseline for the final design
- If any deviation from the conceptual layout is required, prior written approval must be obtained from the client

Contractor's Responsibility for Accuracy

- Notwithstanding any approvals granted, the contractor remains fully responsible for ensuring that:
 - All dimensions, details, and workmanship align with project requirements
 - The correct assembly and structural integrity of the final work are maintained

The contractor shall ensure that all design-related modifications and approval processes align with project specifications and client expectations



7. PROJECT DELIVERABLES

The contractor shall deliver a fully renovated, compliant, functional HVAC system that meets all specified requirements to obtain an occupational certificate. The project deliverables include, but are not limited to the following:

HVAC System

- Delivery of a defect-free, fully commissioned HVAC system that meets all design, quality and regulatory requirements.
- All works completed in accordance with approved engineering drawings and technical specifications.

Complete Documentation

- Submission of comprehensive project documentation, including:
 - As-built drawings detailing final installations and modifications.
 - Compliance certificates for all statutory and regulatory requirements.
 - Warranties and guarantees for installed materials, systems and equipment.
 - Operational and maintenance manuals for all key installations and systems.

Modern & Sustainable Workplace

- The new systems must be fully operational, modern and sustainable.
- The systems must align with MHSC's operational requirements, ensuring efficiency, compliance and long-term functionality.

The contractor shall ensure that all deliverables are met within the agreed timeline, budget, and quality standards.

8. TECHNICAL SPECIFICATIONS

HEATING, VENTILATION AND AIR-CONDITIONING (HVAC)

The contractor shall be responsible for supplying, installing and commissioning an energy-efficient and effective HVAC system, ensuring compliance with regulatory standards and alignment with the project's functional and comfort requirements.

HVAC System Design & Installation

- Supply and install a comprehensive heating, ventilation, and air conditioning (HVAC) system tailored to the building's occupancy and operational needs.
- Ensure all HVAC systems are energy-efficient and comply with SANS regulations.

Temperature Control & Zoning

- Implement zoning for temperature control, allowing for efficient climate management in different building areas.

HVAC Equipment & System Components

- Install HVAC systems, including:
 - Split units.
 - Concealed High Static Pressure (HSP) units.
 - Associated ducting as specified in the plans and specifications.
- Variable Refrigerant Flow (VRF) heat recovery systems, including:
 - Concealed ceiling units.
 - Blow cassettes.
 - Controllers.
 - Outdoor units.
 - Associated ducting as per design requirements.

Air Purification & Quality Control

- Integrate air purification systems to enhance indoor air quality and ensure healthier working conditions.

The contractor must ensure that all HVAC installations are correctly designed, tested and commissioned, providing a comfortable, energy-efficient and well-ventilated indoor environment that meets modern building performance standards.

SITE ESTABLISHMENT & TEMPORARY WORKS REQUIREMENTS

The contractor shall be responsible for the site setup, temporary facilities and preparatory works necessary for the successful execution of the project. The contractor's responsibilities include but are not limited to the following:

Internal Site Survey

- Conduct a detailed internal site survey to assess existing conditions and confirm levels, dimensions and alignments
- Verify and record any discrepancies between the existing site conditions and project drawings before commencing work

Provision of Temporary Works

- Supply, install, and maintain all temporary works necessary for safe and efficient construction, including but not limited to:
 - Scaffolding, formwork and shoring as required
 - Weather protection and environmental controls as necessary

The contractor must ensure that all site establishment and temporary works are executed accurately, safely and fully compliant with project requirements and regulatory standards.

ALTERATIONS & REMOVAL WORKS

The contractor shall undertake all alteration, demolition and preparatory works in accordance with the approved design specifications, structural requirements and environmental regulations. The scope of alterations includes but is not limited to the following:

Site Preparation & Waste Management

- Remove all waste material from the site in compliance with environmental and municipal regulations
- Safe disposal of waste as per regulatory requirements - waste accumulation on-site is not permitted
- No old material may be re-used for new work unless specifically described in the engineering plans and layouts as set aside for reuse
- Old materials from the alterations that are not set aside for re-use will become the property of the contractor after approval from the principal agent on behalf of the client, for which credit must be allowed

Removal Works

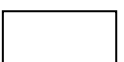
- Perform safe and controlled alteration and removal works of existing fittings and services as per design requirements, plans and layouts
- Careful strip-out and removal of:
 - Fittings and fixtures in accordance with approved plans and layouts

The contractor shall ensure that all works are executed with precision, safety and full compliance to maintain structural integrity and achieve a high-quality refurbishment in line with the project's requirements

Part C4: SITE INFORMATION

C4.2. Technical Specifications

REFER to **ANNEXURE 4** for the detailed HVAC technical specifications.



C4.1. Drawings, Layouts and Plans

REFER to **ANNEXURE 5** for the detailed HVAC drawings as per the drawing register below:

Sheet Number	Sheet Name
25002-ME-1001	25002-ME-1001-BASEMENT LAYOUT
25002-ME-1002	25002-ME-1002-GROUND FLOOR LAYOUT
25002-ME-1003	25002-ME-1003-UPPER FLOOR LAYOUT