SPECIFICATION AND SCHEDULES

FOR THE

HEATING, VENTILATION AND AIRCONDITIONING, FIRE PROTECTION INSTALLATION REPAIRS AND RENOVATIONS

AT

MANDELA BAY THEATRE COMPLEX

IN

GQEBERHA, EASTERN CAPE

Document Issued by:

MANDELA BAY THEATRE COMPLEX
AN AGENCY OF THE DEPARTMENT OF SPORT, ARTS AND CULTURE

MBTC reference: MBTC-SCM/100/2025

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DFR KWAKUDI PROJECT #:27170

SEPTEMBER 2025

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MANDELA BAY THEATRE COMPLEX, GQEBERHA HVAC UGRADES, LIFT INSTALLATION, FIRE PROTECTION MAINTENANCE

PART T1: TENDER DATA

T1.1 TENDER NOTICE AND INVITATION TO TENDER

The **Client, Mandela Bay Theatre Complex,** invites tenders from selected HVAC manufacturers and installer contractors for:

The detailed design, supply, delivery, installation and commissioning of the HVAC Upgrades, Lift Installation and Fire Protection maintenance for their entire facility at the Mandela Bay Theatre Complex *(Formerly - Opera House)*, John Kani Road, Gqeberha.

Tender documents will be issued electronically.

Queries relating to the issue of these documents may be addressed to:

For tender and submission and commercial queries, these are to be addressed in writing to:

SCM of **Mandela Bay Theatre Complex**
Att: Bongiwe Matu
Tel: +27 67 130 4807
Email: **scm@mandelabaytheatre.co.za** and **bongiwe@mandelabaytheatre.co.za**

All technical queries pertaining to this document are to be addressed, in the first instance and in writing to:

DFR KWAKUDI (Pty) Ltd, Consulting Engineers
Att: Louw Brand/Ig
Nel
Tel: 044 050 3703
Email: louw@dfreng.co.za/ig@dfreng.co.za

Tenderers are required to be at a compulsory briefing meeting, on **Thursday, 25 September, at 12H00,** at the **Nelson Mandela Theatre Complex** *(Formerly - Opera House)*, Corner John Kani and Winston Ntshona Street, Central,Gqeberha .

The duly completed and signed Tender Documentation, complete with all required and completed "returnable schedules" are to be emailed with the following subject heading.

"Tender for MBTC: Gqeberha: HVAC Repair and Renovation, Lift Installation, Fire Protection Maintenance"
and emailed to the following address:**scm@mandelabaytheatre.co.za**

Tenders close on **Friday, 10 October 2025, not later than 12:00**.

Notes:

- Late tenders will not be accepted.
- No public opening of tenders
- Telegraphic, telephonic, telex, facsimile, postal and late tenders will not be accepted.
- Tenders may only be submitted on the tender documentation that is issued.
- Only email tenders will be accepted. No hard copies are to be delivered.
- No queries will be handled in the last seven days of the tender period,
  i.e. Last day for queries – 03 October 2025
- No electronic editable copies will be accepted. Only .PDF versions will be accepted.

T1.2 TENDER DATA

The conditions of tender shall apply.

T1.2.1	**Employer** **Mandela Bay Theatre Complex (MBTC)** Legal entity of above: Mandela Bay Theatre Complex Business registration number: Gazette No. 486/4-6-2021, Schedule 3a Public Entity VAT number: N/a Country: South Africa Postal address: Private Bag 1556, Central, Gqeberha, 6000 Physical address: Cnr John Kani & Winston Ntshona Street, Central, Gqeberha Contact person: Bongiwe Matu Telephone number: 067 130 4807 Email: bongiwe@mandelabaytheatre.co.za
T1.2.2	**Principal Agent** Name: DFR Kwakudi Legal entity of above: DFR Kwakudi Practice number: Country: South Africa Postal address: 147 Mitchell Rd, Bodorp, George, 6529 Physical address: 147 Mitchell Rd, Bodorp, George, 6529 Contact person: Mr L Brand/ Mr I Nel Telephone number: 044 050 3703 Email: louw@dfreng.co.za/ig@dfreng.co.za
T1.2.3	**Agent** Discipline: Mechanical Engineer Name: DFR Kwakudi Legal entity of above: DFR Kwakudi Practice Number: CESA: 925 Country: South Africa Postal address: 147 Mitchell Road, Bodorp, George,6529 Physical address: 147 Mitchell Road, Bodorp, George,6529, Contact person: Mr L Brand/ Mr I Nel Telephone number: 044 050 3703 Email: louw@dfreng.co.za/ig@dfreng.co.za
T1.2.4	**Tender Period** Documentation will be available from **, 19 September 2025.**
T1.2.5	**Site Meeting** Tenderers are required to be at a **compulsory** briefing meeting, on **Thursday, 25 September 2025, at 12H00,** at the **Nelson Mandela Theatre Complex** *(Formerly - Opera House)*, Corner John Kani and Winston Ntshona Street, Gqeberha.
T.12.6	**Tender Closing** Tenderers shall ensure that tender offers are submitted before: Tenders close on: **Friday, 10 October 2025, not later than 12:00**
T1.2.7	**Tender Submission** The duly completed and signed Tender Documentation, complete with all required and completed "returnable schedules" are to be emailed with the following subject heading **"Tender for MBTC: Gqeberha: HVAC Repair and Renovation, Lift Installation, Fire Protection Maintenance"**
	and emailed to the following address: **scm@mandelabaytheatre.co.za**

T1.2.8	**Eligibility** The Tender is open to all contractors who comply with the requirements as follows CIDB grading 4ME. The Tenderer shall have a valid Tax Clearance certificate The Tenderer shall have a valid Letter of Good Standing with the Compensation Fund issued by the Compensation Commissioner. Tenderers' quality of work, time performance and technical experience on projects of similar value and complexity will be required. The Employer may require a due diligence investigation in this regard.
T1.2.9	**Pricing** Tenders offered shall be valid for **120 days** from date of tender closing. This is a re-measurable contract and appointment of only part 1,2,3 or all the scope of works will be negotiated with the preferred bidder on appointment.
T1.2.10	**Employer's rights** The employer reserves the right to accept any offer, not necessarily the lowest. The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.
T2.2.11	**Notes to tenderers** ➢ **AGREEMENT:** The agreement shall consist of the documents listed in Clause B4.0 of the Contract Data (Section Two hereof) These contract documents supersede all enquiries, proposals, agreements, negotiations and commitments, whether written or verbal, prior to the date of execution of this contract. Tenderers shall be deemed to have inspected and be fully acquainted with all contract documents prior to the submission of tenders. ➢ **DESCRIPTION OF THE WORKS:** The description hereunder is a general guide only and tenderers are referred to the engineer's drawings for tender purposes. No liability shall be accepted should the information provided under this heading be considered misleading. The scope of work shall include, but is not limited to, the supply, delivery, installation, testing, and commissioning of: • Supply and installation the new HVAC plant and ducting integration. • Testing of the existing duct systems and repairs if required. • Supply and installation of a new 2 stop passenger lift inclusive of all annexures and sign-off. • Existing Fire protection system maintenance and legislative sign-off. • Programme, Testing, commissioning and handover of full working systems. ➢ **INFORMATION TO BE PROVIDED BY TENDERERS:** The return of the complete tender document is mandatory. The formal tender submission shall comprise the submission of the following documentation:

- Fully completed C1.1 Contract Data Part D & E (Section Two hereof) including priced alternative tender (if applicable), nomination of the method of payment and adjustment of the Preliminaries, form of security to be provided, advance payment and payment guarantee requirements.
- In the event of the tenderer being a company or other legal person, then the said company or companies or other legal person shall provide an extract of the minutes recording a resolution by its board of directors, authorizing the signing of all documents in connection with the principal building agreement by their nominee.
- Full detailed costing of the Preliminaries (As necessary per chosen option) with tender submission.
- Fully completed T2 Returnable Schedules
- Fully priced C2.2 Bills of Quantities.
- Written confirmation from a recognized bank, insurance company or other acceptable financial institution, that such Institution would be prepared to bind themselves as guarantors for the security required in terms of Clauses A9.1.1 of the Preliminaries until the contractor has complied with all his obligations in terms of the minor works agreement.
- Confirmation of insurance.
- Proposed management team that will be involved during the project, CV's and experience
- Preliminary Construction Program inclusive of indicative cashflow.

➢ **PRELIMINARIES:** The following clauses, with reference to the Preliminaries hereof, are highlighted and tenderers are requested to take note of their contents, as no claims due to the misunderstanding of the true meaning and intent thereof will be entertained.

Tenderers are to note that these clauses do not in any way reduce their liabilities and/or obligations arising from their compliance with the remainder of the contract documentation.

- DETAILS OF CHANGES TO THE PROVISIONS OF JBCC STANDARD DOCUMENTATION: Certain provisions of the JBCC Minor Works Agreement Edition 5.2 May 2018 have been changed. Details of such changes are recorded under the relevant clause numbers within the Preliminaries as contained within these bills of quantities.

- PRICING OF PRELIMINARIES (CLAUSE C2.1) : These bills of quantities have been formulated in the conventional manner, whereby the preliminaries have been included as a separate bill in order to enable tenderers to price their site establishment costs, site management, etc.

Should agreement be reached on the use of option B for the method of payment of the preliminaries and / or option A for any adjustment thereof, the preliminaries bill will be amended to reflect the fixed, time and value related amounts.

In pricing the preliminaries, tenderers are required to price the relevant items individually, as a single lump sum Preliminaries will not be accepted.

In the event that a tenderer elects not to price the preliminaries as contained within these bills of quantities, then it will be deemed that all relevant preliminaries costs would have been included within the rates as tendered within the measured bills of quantities. Adjustment of the preliminaries will, in this instance, only be by remeasured final quantities applied to tendered rates. Tenderers acknowledge that, by pricing the Preliminaries in this way, they will forfeit any claim for the independent adjustment of the Preliminaries arising out of an extension of the contract period granted in terms of Clause A17.0.

- PRICING OF BILLS (CLAUSE C2.2) : Tenderers are to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the Standard System of Measurement) patterns, models and templates, plant, temporary works, returning of packings, duties, taxes, establishment charges, overheads, profit and all other obligations arising out of the agreement.

Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the tenderer's omission to price any item will be entertained.

Prices for all plant, temporary works, services and other items provided shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary.

The contractor shall execute work during “overtime” hours as necessary in order to complete the project within the agreed construction period and shall provide such resources and work such overtime hours as necessary. Costs for the execution of this work under these conditions shall be included within the contract sum.

- **HEALTH AND SAFETY SPECIFICATION:** In order to achieve compliance with the Occupational Health & Safety Act (85/1993) as amended by Occupational Health & Safety Amendment Act (181/1993) and the Construction Regulations (July 2014), the **employer** requires the **contractor** to comply to their standard Health and Safety specification. This health and safety specification will form an integral part of the principal contract document (making up Annexure "H") and will form part of all subcontractors respective scopes of works, with both the Occupational Health & Safety Act (85/1993) as amended by Occupational Health & Safety Amendment Act (181/1993) and the Construction Regulations (July 2014) as well as for interfacing with and implementing directives issued by the safety agent/officer in terms of the aforementioned acts.
- **WORK PERMITS:** All staff employed by the principal contractor and all his domestic and selected subcontractors shall have the necessary work permit allowing them to work legally in South Africa. The employer reserves the right to have any staff member removed from the works should he/she not comply with the above requirement.
- **COMPLETION / SIGNATURE OF ANNEXURES:** The Annexures appended to the rear of this document, shall not be completed at the time of tender, but shall be completed in accordance with the requirements of the contract, as follows:
    - ANNEXURE A - MWA GUARANTEE FOR CONSTRUCTION (VARIABLE): to be completed by the contractor and lodged within fifteen (15) calendar days of acceptance of the contractor's tender.
    - ANNEXURE B - WAIVER OF CONTRACTOR'S LIEN: to be completed and lodged by the contractor at the request of the employer in exchange for a MWA Guarantee for payment from the employer.
    - ANNEXURE C - GUARANTEE FOR ADVANCE PAYMENT: to be completed and lodged by the contractor where so required in the contractor's accepted tender and in the instances where the contractor makes application for the inclusion of the value of materials and goods stored off site in an interim payment certificate.
    - ANNEXURE D - APPLICATION FOR PAYMENT IN RESPECT OF MATERIALS AND GOODS STORED ON SITE: to be completed by the contractor whenever he makes application for the inclusion of the value of materials and goods on site in an interim payment certificate.
    - ANNEXURE E - APPLICATION FOR PAYMENT IN RESPECT OF MATERIALS AND GOODS STORED OFF SITE: to be completed by the contractor whenever he makes application for the inclusion of the value

	of materials and goods off site in an interim payment certificate (to be accompanied by a Guarantee for Advance Payment and where applicable, a Waiver of Hypothec). o ANNEXURE F - WAIVER OF HYPOTHEC: to be completed and lodged by the contractor in the instances where the contractor makes application for the inclusion of the value of materials and goods stored off site in an interim payment certificate and where the said materials and goods are stored in a leased facility. o ANNEXURE G - FORM OF INDEMNITY BY CONTRACTOR UNDERTAKING DESIGN RESPONSIBILITY: to be completed by the contractor in the instances where the contractor specifically undertakes the design of an aspect of the works. o ANNEXURE H - HEALTH AND SAFETY SPECIFICATION

MANDELA BAY THEATRE COMPLEX, GQEBERHA HVAC PLANT REPLACEMENT, LIFT INSTALLATION, FIRE PROTECTION MAINTENANCE

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

NOTE: The tenderer must complete and/or submit the returnable documents listed hereafter. Only a Tenderer who has fully completed and submitted all required tender documentation shall be considered. Failure to do so will result in the disqualification of the tender.

1	**Returnable Schedules required for tender evaluation purposes:**		**Check**
1.1	T2.2(1)	Record of Addenda to Tender Documents	
1.2	T2.2(2)	Proposed Amendments and Qualifications	
1.3	T2.2(3)	Compulsory Enterprise Questionnaire	
1.4	T2.2(4)	Certificate of authority for Signatory for (a) Companies, (b) Partnerships, (c) Sole Proprietorships (d) Joint Ventures and (e) Close Corporations	
1.5	T2.2(5)	Declaration Concerning Fulfilment of the Construction Regulations, 2014	
1.6	T2.2(6)	BBBEE Certification Details	
1.7	T2.2(7)	CIDB Rating to be provided by the Tenderer	
1.8	T2.2(8)	Certificate of Independent Bid Determination	
1.9	T2.2(9)	Declaration of Indemnity	
1.10	T2.2(10)	Schedule Of Work Satisfactorily Carried Out By The Tenderer For Private Clients Or Organs Of State	
1.11	T2.2(11)	Schedule Of Contracts Awarded To Tenderer If Greater Than R10 Million	
1.12	T2.2(12)	Contract Organogram	
1.13	T2.2(13)	Key Personnel Assigned To The Contract	
1.14	T2.2(14)	Technical Data	
1.15	Annexure A	SBD4 - Bidder's Disclosure	
1.16	Annexure B	SBD6.1 - Preference Points Claim Form In Terms of the Preferential Procurement Regulations 2022	
1.17	Annexure C	SBD8 - Declaration of Bidder's Past Supply Chain Management Practices	
1.18	Annexure D	Functionality Criteria Scoresheet	
2	**Other documents required for tender evaluation purposes:**		
2.1	C2.1	Contract Data	
2.2	C2.2	Form of Tender	
2.3	C1.2	Priced Bills of Quantities / Schedule of Quantities	
3	**Returnable Schedules and other documents that will be incorporated into the contract:**		
3.1	T2.2(1)	Record of Addenda to Tender Documents	
3.2	T2.2(13)	Key Personnel Assigned To The Contract	
3.3	T2.2(14)	Technical Data	
3.4	C1.1	Contract Data - Part D	
3.5	C1.2	Form of Tender	

3.6	C2.2	Priced Bills of Quantities / Schedule of Quantities	

T2.2 RETURNABLE SCHEDULES

T2.2 (1) Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Attach additional pages if more space is required.

Signature of Person duly authorized to sign this Tender:

Signature _____ Date _____

Name _____ Position _____

Enterprise Name _____

T2.2 (2): 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.

Page	Clause or item	Proposal

Signature of Person duly authorized to sign this Tender:

Signature _____ Date _____

Name _____ Position _____

Enterprise Name _____

T2.2 (3) Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: . . . . . .

Section 2: VAT registration number: .. . .

Section 3: CIDB registration number: . . . . . .

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

***** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

i) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

ii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iii) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signature of Person duly authorized to sign this Tender:

Signature _____ Date _____

Name _____ Position _____

Enterprise Name _____

T2.2 (4) Certificate of Authority for (a) Companies;(b) Partnerships; (c) Sole Proprietorships; (d) Joint Ventures and (e) Close Corporations

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Sole Proprietor	D Joint Venture	E Close Corporation

A **Certificate for Company**

I, *(name)*....., Chairperson of the Board of Directors of *(name of company)* ……., hereby confirm that by resolution of the board taken on *(date)*.....……, Mr./Ms. *(name)*..... , was authorized to sign all documents in connection with this tender offer and any contract resulting from it on our behalf and who will sign as follows: …….....
As witnesses :

1. _____ Chairman: _____
2. _____ Date : _____

B **Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as *(name of business)* ……..……..……, hereby authorize Mr./Ms. *(name)* ..... , to sign all documents in connection with this tender offer and any contract resulting from it on our behalf and who will sign as follows: …….....

Name	Designation	Signature	Date

NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole

C **Certificate for Sole Proprietor**

I, the undersigned *(name)* .....hereby confirm that I am the sole owner of the business trading as *(business name)*
……..……..
As witnesses :

1. _____ Signature : Sole owner : _____

2. _____ Date : _____

D **Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr./Ms. ....., authorised signatory of the company *(name of company)*....., acting in the capacity of lead partner, to sign all documents in connection with this tender offer and any contract resulting from it on our behalf and who will sign as follows:
.....

Name of Firm	Address	Duly Authorised Signatory
Lead partner		

E **Certificate for Close Corporation**

We, the undersigned, being the key members in the business *(business name)*

.....
hereby authorize Mr./Ms. *(name)*

to sign all documents in connection with this tender offer and any contract resulting from it on our behalf and who will sign as follows:

Name	Designation	Signature	Date

NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Close Corporation as a whole.

T2.2 (5): Declaration Concerning Fulfilment of the Construction Regulations, 2014, in terms of the Occupational Health & Safety Act, 1993.

In terms of regulation 4 (3) of the Construction regulations, 2014 (hereinafter referred to as the Regulations), promulgated in terms of Section 43 of the Occupational Health & Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the contractor can satisfy the employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1	I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the Regulations:	(Tick)	
		YES	
		NO	

2	Indicate which approach shall be employed to achieve compliance with the Regulations:		(Tick)
	2.1	Own resources, competent in terms of the Regulations (refer to 3 below)	
	2.2	Own resources, still to be hired and/or trained (until competency is achieved)	
	2.3	Specialist subcontract resources (competent) specify:	

3	Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the contract team as specified in the Regulations (CV's to be attached):

4	Provide details of proposed training (if any) that will be undergone:

5	List potential key risks identified and measures for addressing risks:

6	I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period:	(Tick)	
		YES	
		NO	

Signature of Person duly authorized to sign this Tender:

Signature _____ Date _____

Name _____ Position _____

Enterprise Name _____

T2.2(6): BBBEE Certification Details

The Tenderer shall attach a certified copy of his valid BBBEE verification certificate, issued by a SANAS registered verification agency, to this page.

T2.2(7): Certificates, etc. to be provided by the Tenderer

The following Returnable Certificate's, etc. are to be attached to this page by the Tenderer:

A copy of the valid Certificate of Contractor Registration issued by the CIDB or other such documentation which records the Tenderer's name, CIDB grading and CRS No. for verification by the Employer's Agent. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the above documentation in respect of each partner.

A certified copy of the Certificate of Incorporation of the Company, Close Corporation, Partnership, etc. In the case of a Joint Venture between 2 or more firms, the tenderer shall attach a certified copy of the documents of incorporation of each member of the joint venture.

A certified copy of a valid Letter of Good Standing with the Compensation Fund issued by the Compensation Commissioner.

A valid Tax Clearance Certificate issued by the South African Revenue Services.

A copy of the Certificate of Incorporation of the company / close corporation / partnership. In the case of a joint venture between 2 or more firms, the tenderer shall attach a copy of the documents of incorporation of the joint venture.

Copies of the ID books of all directors of companies / partners in partnerships / sole proprietors / members of close corporations / members of joint ventures.

Company profile, showing experience in the generator contracting field and particular reference to similar projects of this size and nature.

Scanned copies are valid for tender submission, certified copies and/or originals will need to be submitted by the successful tenderer, for the contract.

T2.2(8): Certificate of Independent Bid Determination

I, the undersigned, in submitting the accompanying bid:

……

(Project Number and Name)

In response to the invitation for the bid made by:

……

(Name of Employer)

Do hereby make the following statement that I certify to be true and complete in every respect:

I certify, on behalf of: ..... , that:

(Name of bidder)

1. I have read and I understand the contents of this certificate;
2. I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   a) Has been requested to submit a bid in response to this bid invitation;
   b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium * will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) Prices;
   b) Geographical area where product or service will be rendered (market allocation)
   c) Methods, factors or formulas used to calculate prices
   d) The intention or decision to submit or not to submit, a bid;

e) The submission of a bid which does not meet the specifications and conditions of the bid; or

f) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

   *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.

9. 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.

10. 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.

Signature of Person duly authorized to sign this Tender:

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2(9): Declaration of Indemnity

I,....., the undersigned for an on behalf of

…….. (herein referred to as “the Contractor”) indemnify and safeguard the Employer and its Employees against all action, suits, proceedings, claims, demands, costs and expenses whatsoever which may be instituted, brought or sent, or may be incurred or be payable by the Employer arising out of or in connection with any damage, death or injury caused or alleged to have been caused by or as a result of any act, omission by the contractor and/or the Contractors Employees or Employees arising out of work done in connection with or arising out of the following contract.

Project number : .....

Project description : .....

: .....

: .....

:

Full name and Surname: ..... Signature: .....

Place: ..... Date: .....

Capacity: .....

For and on behalf of: .....

To completed by a Commissioner of Oath:

I hereby declare that the above Declaration was made before me.

Full Name and Surname of Commissioner of Oath: .....

ID number: .....

Signature: .....

T2.2(10) : Schedule Of Work Satisfactorily Carried Out By The Tenderer For Private Clients Or Organs Of State *(Organs of State include any Local, Provincial or National Government Authority)*

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within their personal knowledge and are to the best of their belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2 (11): Schedule of Contracts Awarded to Tenderer If Greater Than R10 Million

The Tenderer shall list hereunder, particulars of contracts awarded to him during the past 5 years. Any material non-compliance or dispute concerning the execution of any of these contracts must be mentioned:

Include only those contracts where the Tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include services provided in terms of a sub-contract agreement. Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that the contract was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Client, i.e. National or Provincial department, Public entity, Municipality, Municipal entity or Private.	Title of contract for the service	Value of Work Inclusive of VAT (Rand)	Date completed (State current if not yet completed)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within their personal knowledge and are to the best of their belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2.(12): Contract Organogram

The Tenderer must attach to this page the organogram for the contract of the personnel he intends to use. Failure to submit the organogram will result in the tenderer scoring zero for key personnel in both qualifications and experience.

T2.2(13): Technical Data

System number	Indoor unit (Specified-Equal or similar)	Outdoor Unit (Specified Equal or similar)	System flow rate required (m^3/h)	Cooling Requirement (HP)	Indoor Unit Model (Proposed)	Outdoor Unit Model (Proposed)	System flow rate(m3/h)	Cooling capacity (HP)
AHU 1	Modular R - number 8 (Daikin) Supply flow rate 9100 m^3/h	VRV-IV Air cooled (Daikin) 54HP (A)	8806.52	43				
AHU 2	AHU-D - Professional (Daikin)	VRV-IV Air cooled (Daikin) 54HP (B)	33 542	46				
AHU 3	Modular R - number 5 (Daikin) Supply flow rate 5500 m^3/h	VRV-IV Air cooled (Daikin) 54HP (A)	4612.50	19				

2.1. Deviation from the Specification as an Alternative (State Briefly)

NO	DESCRIPTION

2.2. Spare Parts and Maintenance Facilities

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

MANDELA BAY THEATRE COMPLEX, GQEBERHA HVAC PLANT REPLACEMENT, LIFT INSTALLATION, FIRE PROTECTION MAINTENANCE

PART C1: PRICING DATA

C1.1 PRICING INSTRUCTIONS

Preamble to The Schedule of Prices

C1.1.1 All prices or rates inserted in the Schedule of Prices shall be EXCLUDING VAT. Provision has been made in the Summary for the addition of **VAT @ 15%**.

C1.1.2 Arithmetical errors of responsive tenders will be corrected in the following manner:

- Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices to achieve the tendered total of the prices.

Should a tenderer be unwilling to make the corrections ordered by the Engineer, the tender may be disqualified.

C1.1.3 The schedule of prices shall be used to evaluate the Contractor's progress claims.

C1.1.4 A Contingency amount and Provisional Sums have been included.

C1.1.5 Tenderers shall allow for minor incidental and sundry items normally associated with construction of this nature. No claims for insignificant incidental, sundry items and poor planning and co-ordination on site shall be entertained.

C1.1.6 **PLEASE NOTE:** DFR Kwakudi will ***not*** be held responsible for any calculation errors on the Excel spreadsheet. It is the responsibility of the contractor to check the Excel calculations.

C1.2 BILLS OF QUANTITIES

HVAC SERVICES

MANDELA BAY THEATRE						
Mechanical Installations						
HVAC						
ITEM	**DESIGNATION**	**UNIT**	**QTY**	**SUPPLY RATE**	**INSTALL RATE**	**AMOUNT**
1,1	**Air Handling Units**					
1,1,1	Supply, deliver, install, test, and commission an air handling unit, equal or similar (subject to engineer's approval) to the Daikin D-AHU Professional, with a minimum airflow capacity of 33 542 m^3/h	ea.	1			
1,1,2	Supply, deliver, install, test, and commission air handling units, equal or similar (subject to engineer's approval) to the Daikin D-AHU Modular R number 8 (9100 m^3/h) , with minimum airflow capacities of 8806,52 m^3/h,	ea.	1			
1,1,3	Supply, deliver, install, test, and commission air handling units, equal or similar (subject to engineer's approval) to the Daikin D-AHU Modular R number 5 (5500 m^3/h) , with minimum airflow capacities of 4612,50 m^3/h,	ea.	1			
1,2	**VRF System**					
1,2,1	Supply, deliver, install, test, and commission one (1) VRF/VRV outdoor unit, equal or approved equivalent to Daikin VRV-IV, with a total capacity of 54 HP. The scope shall include the expansion valve kit (e.g. EKEXVA series) and all auxiliary items required for full system integration with indoor units, air handling units and control systems. Installation shall comply with the latest editions of SANS 10400-T, SANS 10147 and manufacturer's installation requirements. Contractor shall provide all necessary refrigerant piping, insulation, wiring, mounting frames, vibration isolators, control cabling, and commissioning documentation.	ea.	2			
1,3	**Ventilation**					
1,3,1	Supply, deliver, install, test, and commission window mounted extractor fan, equal or similar (subject to engineer's approval) to Xpelair GX6 range, with a minimum airflow of 229 m^3/h.	ea.	1			

1,3,2	Supply, deliver, install, test, and commission through-wall mounted extractor fan, equal or similar (subject to engineer's approval) to Xpelair GX12 range, with a minimum airflow of 1,546 m^3/h	ea.	10			
1,3,3	Supply, deliver, install, test, and commission through-wall mounted extractor fan, equal or similar (subject to engineer's approval) to Xpelair GX9 range, with a minimum airflow of 636 m^3/h	ea.	4			
1,3,4	Supply and install inline extraction fan with a minimum flow rate of 1845m^3/h	ea.	1			
1,4	**Controls**					
1,4,1	Supply, deliver, install, test, and commission a centralized control panel, equal or similar (subject to engineer's approval) to the Daikin Intelligent Touch Controller (iTC), capable of managing all VRV/VRF indoor units across the building. The system shall allow for individual zone temperature setting (per room/area), scheduling, and monitoring, with full integration to the VRV-IV system. The control system shall be integrated with CO_2 sensors in selected occupied spaces to automatically adjust ventilation rates in accordance with indoor air quality requirements.	ea.	1			
1,5	**Axillary**					
1,5,1	Supply, deliver, and install door transfer grilles, equal or similar to the grilles already installed on site (subject to engineer's approval). Grilles shall be fabricated from powder-coated aluminium/steel, with fixed angled blades and internal light baffles to prevent vision through the door.550(W) x 400(H)mm	ea.	10			
1,5,2	Supply and install a new security door, complete with integrated ventilation grille, for the Plant Room (G.03). The door shall be fabricated from powder-coated steel, heavy-duty, tamper-resistant, and fitted with security-rated hinges and lockset. Ventilation grille to provide adequate free area for air transfer as per design airflow requirements.	ea.	1			
1,5,3	Supply, deliver, install, test, and commission indoor CO_2 sensors, wall-mounted type, with 0–2,000 ppm measurement range, accuracy ±50 ppm or better. Sensors shall provide 0–10 V / Modbus / BACnet outputs for integration with the centralized control system (Daikin iTC or approved equal).	ea.	4			
1,5,4	Supply, deliver, install, and commission galvanized ducting for the integration of new equipment into the existing ducting network. Ductwork shall comply with SANS 10400-O (ventilation requirements) and SANS 1238 (sheet metal air ducts for air conditioning and ventilation), fabricated		Rate only			

	from galvanized sheet steel with flanges, stiffeners, hangers, and sealants in accordance with industry best practice. Installation shall ensure airtightness, corrosion resistance, and durability.					
1,5,6	Pressure and leak testing of existing ductwork installations, including identification of damaged or leaking sections. All testing shall be carried out in accordance with the latest edition of SANS 1238: Air Ducts. Defective joints, gaskets or sections identified during testing shall be documented and submitted to the Engineer. Repairs or replacements shall only be undertaken upon written approval.		Rate only			
Total (Excl. VAT)						
VAT (15%)						
Total (Incl. VAT)						

FIRE PROTECTION SERVICES

	MANDELA BAY THEATRE						
	Mechanical Installations						
	Fire Protection						
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**SUPPLY RATE**	**INSTALL RATE**	**AMOUNT**	
2,1	**Testing, commissioning and full statutory compliance of the existing fire protection system, including sprinklers, fire hose reels, risers, valves, gas suppression systems, extinguishers and associated components, in accordance with the latest editions of SANS 10287, SANS 543, SANS 10105, SANS 1475, SANS 14520 and SANS 10400-T.**						
2,1,1	Pressure and leak testing shall be conducted on the existing automatic fire sprinkler installation to ensure compliance with statutory requirements and SANS 10287: Automatic Sprinkler Installations. The scope includes inspection of all sprinkler heads, valves, and pipework. Should leaks or non-compliant components be identified, the necessary repairs or replacements shall be carried out using the quantified items listed below, subject to written approval by the Engineer. All fire hose reel piping installations shall also be evaluated for any signs of leaks or damage, and replacements shall be carried out as required using the items quantified below. All portable fire extinguishers shall be inspected, serviced or replaced as required to ensure compliance with SANS 1475-1 and SANS 1567, with valid service tags and correct mounting in accordance with SANS 10400-T.		rate only				
2,1,1,1	Replacement of sprinkler heads, where identified as non-compliant or defective, to be carried out in accordance with SANS 10287: Automatic Sprinkler Installations.	ea.	50				
2,1,1,2	Replacement of 25 mm pipe (as required), including cutting out defective sections, preparation of pipe ends, threading or grooved jointing, supply of new seamless or welded medium-pressure galvanized steel pipe in accordance with SANS 62-1 (rated for a minimum working pressure of 1.6 MPa, hot-dip galvanized inside and out), with galvanized fittings in accordance with SANS 62-2. Installation shall be in compliance with SANS 10287: Automatic Sprinkler Installations. Applicable to sprinkler and fire hose reel pipework.	m	20				
2,1,1,3	Replacement of 32 mm pipe (as required), including cutting out defective sections, preparation of pipe ends, threading or grooved jointing, supply of new seamless or welded medium-pressure galvanized steel pipe in accordance with SANS 62-1 (rated for a minimum working pressure of 1.6 MPa, hot-dip galvanized inside and out), with galvanized fittings in accordance with SANS 62-2. Installation shall be in compliance with SANS 10287: Automatic Sprinkler Installations. Applicable to sprinkler and fire hose reel pipework.	m	20				

2,1,1,4	Replacement of 40 mm pipe (as required), including cutting out defective sections, preparation of pipe ends, threading or grooved jointing, supply of new seamless or welded medium-pressure galvanized steel pipe in accordance with SANS 62-1 (rated for a minimum working pressure of 1.6 MPa, hot-dip galvanized inside and out), with galvanized fittings in accordance with SANS 62-2. Installation shall be in compliance with SANS 10287: Automatic Sprinkler Installations. Applicable to sprinkler and fire hose reel pipework.	m	20				
2,1,1,5	Replacement of 50 mm pipe (as required), including cutting out defective sections, preparation of pipe ends, threading or grooved jointing, supply of new seamless or welded medium-pressure galvanized steel pipe in accordance with SANS 62-1 (rated for a minimum working pressure of 1.6 MPa, hot-dip galvanized inside and out), with galvanized fittings in accordance with SANS 62-2. Installation shall be in compliance with SANS 10287: Automatic Sprinkler Installations. Applicable to sprinkler and fire hose reel pipework.	m	20				
2,1,1,6	Replacement of 65 mm pipe (as required), including cutting out defective sections, preparation of pipe ends, grooved jointing or flanged connections, supply of new seamless or welded medium-pressure galvanized steel pipe in accordance with SANS 62-1 (rated for a minimum working pressure of 1.6 MPa, hot-dip galvanized inside and out), with galvanized fittings in accordance with SANS 62-2. Installation shall be in compliance with SANS 10287: Automatic Sprinkler Installations. Applicable to sprinkler and fire hose reel pipework.	m	10				
2,1,1,7	Replacement of 80 mm pipe (as required), including cutting out defective sections, preparation of pipe ends, grooved jointing or flanged connections, supply of new seamless or welded medium-pressure galvanized steel pipe in accordance with SANS 62-1 (rated for a minimum working pressure of 1.6 MPa, hot-dip galvanized inside and out), with galvanized fittings in accordance with SANS 62-2. Installation shall be in compliance with SANS 10287: Automatic Sprinkler Installations. Applicable to sprinkler and fire hose reel pipework.	m	10				
2,1,1,8	Replacement of 100 mm pipe (as required), including cutting out defective sections, preparation of pipe ends, grooved jointing or flanged connections, supply of new seamless or welded medium-pressure galvanized steel pipe in accordance with SANS 62-1 (rated for a minimum working pressure of 1.6 MPa, hot-dip galvanized inside and out), with galvanized fittings in accordance with SANS 62-2. Installation shall be in compliance with SANS 10287: Automatic Sprinkler Installations. Applicable to sprinkler and fire hose reel pipework.	m	10				

2,1,1,9	Supply and installation of 4.5 kg DCP (Dry Chemical Powder) fire extinguisher, complete with wall mounting bracket, inspection tag and signage, in accordance with SANS 1475-1 and SANS 1567. Extinguishers shall be serviced, certified and provided with valid service labels on completion. (as required)	ea.	10				
2,2	Gas suppression system (Existing)						
2,2,1	Conduct full evaluation, servicing and maintenance of the existing CO_2 gas suppression system to obtain full compliance with statutory requirements and SANS 14520. The scope shall include inspection, testing and certification of all components, including cylinders, valves, pressure gauges, discharge piping, nozzles and actuation devices. Costing for this item shall include all consumable items such as seals, O-rings, gaskets, and Labour required for recommissioning. Items below to be used as quantified for repair and replacement works.		rate only				
2,2,1,1	Replacement or calibration of pressure gauges, including removal, installation and certification. Gauges shall be glycerine-filled, 63 mm or 100 mm dial size, with stainless steel case and brass or stainless internals, accuracy class ±1.6, and a pressure range suitable for CO_2 cylinders (minimum 0–250 bar). All gauges shall comply with SANS 14520 and be fitted with isolation cocks where required.	ea.	2				
2,2,1,2	Servicing, hydrostatic testing or replacement of 48 kg CO_2 cylinders, including valve inspection, refilling, and reinstallation in compliance with SANS 14520.	ea.	2				
2,2,1,3	Replacement of defective CO_2 discharge piping, 25 mm diameter, including removal of damaged sections, supply and installation of seamless or welded medium-pressure galvanized steel pipe in accordance with SANS 62-1 (rated minimum 1.6 MPa, hot-dip galvanized inside and out), with fittings in accordance with SANS 62-2. Installation shall be in compliance with SANS 14520: Gaseous Fire-Extinguishing Systems.	m	10				
2,2,1,4	Replacement or servicing of CO_2 discharge nozzles, including removal, cleaning, verification of orifice size, supply and installation of new nozzles where required, and reinstallation in accordance with SANS 14520: Gaseous Fire-Extinguishing Systems.	ea.	1				
2,3	**Fire Signage**						
2,3,1	**Fire door exit signage**						
2,3,1,1	Supply and installation of illuminated fire escape signage, double-sided where required, with green pictogram in accordance with SANS 1186 and SANS 10400-T. Signs shall be LED type, maintained mode, with a minimum visibility distance of 30 m. Each sign shall be fitted with a rechargeable battery pack providing at least 3 hours of emergency illumination, complete with automatic charging and changeover circuitry. Housings shall be corrosion-resistant and fixed in positions as indicated on drawings to ensure visibility along all escape routes and at final exits.	ea.	5				

	Total (Excl. VAT)						
	VAT (15%)						
	Total (Incl. VAT)						

PASSENGER LIFT SERVICES

	MANDELA BAY THEATRE						
	Mechanical Installations						
	Lift installation						
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**SUPPLY RATE**	**INSTALL RATE**	**AMOUNT**	
3,1	**Supply, installation and commissioning of lift installation**						
3,1,1	Supply, deliver, install, test and commission one (1) new 8–12 passenger, 2-stop lift, for installation in the existing shaft (approx. 2070 mm width x 2250 mm depth). Contractor to verify shaft dimensions on site. Lift to be equal or approved equivalent to Kone, matching existing lifts maintained on site. Installation shall comply with the latest editions of: SANS 1545-1: Lifts for the transport of persons and goods – Safety rules for the construction and installation SANS 50081-20: Safety rules for passenger and goods passenger lifts – Passenger lifts SANS 50081-50: Examinations and tests Occupational Health and Safety Act, Driven Machinery Regulations Lift shall be rated for a minimum load capacity of 1000 kg (8–12 passengers). Contractor to provide all statutory and commissioning documentation, including Annexure A and Annexure B (Lift Registration with DoL/DoE), complete wiring diagrams, user and maintenance manuals, test and inspection certificates, and as-built documentation.	ea.	1				
	Total (Excl. VAT)						
	VAT (15%)						
	Total (Incl. VAT)						

C 1.2.2. **FINAL SUMMARY**

NOTES TO BE READ IN CONJUNCTION WITH THE TENDER PRICE.

The amount given as the "Total Tender Price" and carried to the amounts official tender form will be regarded as including the amounts shown in the Bill and no adjustments will be made for any failure by Tenderer's to include these amounts in the total appearing on the official form.

The entire fire protection installation in this contract shall be completed concurrently with the building works.

All Material covered by this Specification should, wherever possible, be of South African manufacture. In the adjudication of Tenders, preference will be given to items manufactured in the Republic of South Africa from South African materials.

Name of Generator Contractor ----------	COMPANY STAMP
Signature of Generator Contractor ----------	
Date ----------	

PART C2: AGREEMENT AND CONTRACT DATA

C2.1 CONTRACT DATA

Clause A Project information
Clause B Contract information
Clause C Tender closing
Clause D Tenderers' selection

A PROJECT INFORMATION

A 1.0 **Works** [1.1]

Project name	**MANDELA BAY THEATRE COMPLEX, GQEBERHA** **HVAC UPGRADE, LIFT INSTALLATION, FIRE PROTECTION MAINTENANCE**
Reference number	**MBTC-SCM/100/2025**
Works description	The description hereunder is a general guide only and tenderers are referred to the engineer's drawings for tender purposes. No liability shall be accepted should the information provided under this heading be considered misleading. The scope of work shall include, but is not limited to, the supply, delivery, install, test, and commission of: ➢ Supply and install a new HVAC plant and ducting integration. ➢ Supply and install a new 2 stop lift installation inclusive of all Annexures and sign-off. ➢ Existing Fire protection system maintenance and legislative sign-off.

A 2.0 **Site** [1.1]

Erf / stand number	
Township / Suburb	Central, Gqeberha
Site address	Cnr John Kani & Winston Ntshona Street, Central, Gqeberha, 6001
Local authority	Nelson Mandela Bay Municipality

A 3.0	[1.1]	**Employer**	
		Name:	**Mandela Bay Theatre Complex (MBTC)**
		Legal entity of above:	**Mandela Bay Theatre Complex**
		Business registration number:	**Gazette No. 486/4-6-2021, Schedule 3a Public Entity**
		VAT number:	**N/a**
		Country:	**South Africa**
		Postal address:	**Private Bag 1556, Central, Gqeberha, 6000**
		Physical address:	**Cnr John Kani & Winston Ntshona Street, Central, Gqeberha**
		Contact person:	**Bongiwe Matu**
		Telephone number:	**067 130 4807**
		Email:	**bongiwe@mandelabaytheatre.co.za**

A 4.0	[1.1]	**Principal agent**	
		Name:	**The Matrix Architects**
		Legal entity of above:	**The Matrix Urban Designers and Architects**
		Practice number:	
		Country:	**South Africa**
		Postal address:	**PO Box 1737, Gqeberha, 6000**
		Physical address:	**Office 01, Bloomingdales Lifestyle Centre, 145 Main Road, Walmer, Gqeberha, 6065**
		Contact person:	**Prof A Herholdt**
		Telephone number:	**041 582 1073**
		Email:	**albrecht@thematrixcc.co.za**

A 5.0	[1.1; 6.2]	**Agent**	
		Discipline:	**Architect/s**
		Name:	**The Matrix Architects**
		Legal entity of above:	**The Matrix Urban Designers and Architects**
		Practice number:	
		Country:	**South Africa**
		Postal address:	**PO Box 1737, Gqeberha, 6000**
		Physical address:	**Office 01, Bloomingdales Lifestyle Centre, 145 Main Road, Walmer, Gqeberha, 6065**
		Contact person:	**Prof A Herholdt**
		Telephone number:	**041 582 1073**
		Email:	**albrecht@thematrixcc.co.za**

A 6.0	[1.1; 6.2]	**Agent**	
		Discipline:	**Mechanical Engineer**
		Name:	**DFR Kwakudi(RF)**
		Legal entity of above:	**DFR Kwakudi(RF)**
		Practice number:	**CESA 925**
		Country:	**South Africa**
		Postal address:	**147 Mitchell Rd, Bodorp, George**
		Physical address:	**147 Mitchell Rd, Bodorp, George**
		Contact person:	**Mr L Brand/Mr I Nel**
		Telephone number:	**044 050 3703**
		Email:	**louw@dreng.co.za/ig@dfreng.co.za**

A 7.0	[1.1; 6.2]	**Agent**	
		Discipline:	**Electrical Engineer**
		Name:	**CA du Toit Consulting Engineers**
		Legal entity of above:	**CA du Toit Eastern Cape (Pty) Ltd**
		Practice number:	**CESA: 607**
		Country:	**South Africa**
		Postal address:	**22 Shirley Street, Newton Park, Gqeberha, 6045**
		Physical address:	**22 Shirley Street, Newton Park, Gqeberha, 6045**
		Contact person:	**Mr Lance Bright**
		Telephone number:	**041 585 7559**
		Email:	**lance@cadutoitec.co.za**

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Re-measurable Contract

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 Rand

B 4.0 Documents [4.0]

The original signed **agreement** is to be held by the **principal agent** [4.2], if not, indicate by whom	Employer
Number of copies of the **construction information** issued to the **contractor** at no cost [4.5]	One
Documents comprising the **agreement**	Page numbers
The **JBCC**® Minor Works Agreement, Edition 5.2 May 2018	1 to 19
The **JBCC**® Minor Works Agreement - Contract Data, Edition 5.2 May 2018	1 to 11
The **JBCC**® General Preliminaries for use with the **JBCC**® Minor Works Agreement, Edition 5.2 May 2018	1 to 7
The priced tender document	BOQ – Complete, Included
Annexures "A" to "G"	Included
Annexure "H" – Health and Safety Specification	Separate Document

B 5.0 Employer's Agent [5.0]

[6.0]	**Employer's agents**	
[6.2]	Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works**	**Principal Agent** (Refer A 4.0)
[6.3]	**Principal agent's** and **agent's** interest or involvement in the **works** other than a professional interest	None

B 6.0 Insurances [8.0]

Insurances by **Employer**			Amount including **tax**	Deductible amount including **tax**
Contract works insurance:				
	New work [8.2.1] (**contract sum** or amount)			
or	Works with alterations and additions [8.2.1] (reinstatement value of existing structures with or including new **works**)		Contract sum plus 20%	To be determined by contractor
	Direct contractors [13.0] where applicable, to be included in the contract works insurance			
	Free issue [10.1.12] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatements cost if not included above		N/A	N/A
Total of the above contract works insurance amount			Contract sum plus 20%	
Supplementary insurance [8.2.2]				To be determined by contractor
Public liability insurance [8.2.3]			R 10,000,000-00	To be determined by contractor
Removal of lateral support insurance [8.2.4]			N/A	
Other insurances [8.2.5]				
Yes/No?	No	If yes, description 1		
Yes/No?	No	If yes, description 2		

B 7.0 Obligations of the employer [10.1]

Existing premises will be in use and occupied [10.1.3]		Yes/No?	**Yes**
If Yes, description	Prior to the award of the contract and following a detailed review of the contractor's proposed method statement for the works, the contractor shall provide the principal agent with a plan indicating his proposed layout of plant and establishment on site, delivery routes, workmen's access, public access to and into the existing building, etc.		
Restriction of working hours [10.1.3]		Yes/No?	**Yes**
If Yes, description	All work inside production areas is dependent on the Employer's production schedule when no work will be permitted. Planned after-hours/weekend work shall be arranged well in advance (monthly schedule) taking the employer's production programme into consideration. MBTC would only be able to confirm on a Friday morning prior to any weekend can be approved. Time available on a weekend will typically be between Saturday 10:00 and Sunday 17:00, giving 24 available hours. Consideration to be given to have multiple working shifts on a weekend to utilize the available time.		
Natural features and known services to be preserved by the **contractor** [10.1.4]		Yes/No?	**Yes**
If Yes, description	EXISTING ROADS AND BUILDINGS The contractor acknowledges that the existing services, roads and buildings as marked on the drawing will be retained and that all works are to be carried out in such a manner as not to damage the services. It shall be the explicit responsibility of the contractor to maintain appropriate protection of the existing buildings, roads and services. Prior to the award of the contract and following a detailed review of the contractor's proposed method statement for the works, the contractor shall provide the principal agent with a plan indicating his proposed protection measures for approval.		
Restrictions to the **site** or areas that the **contractor** may not occupy [10.1.5]		Yes/No?	**Yes**
If Yes, description	The contractor will be restricted to occupy only that portion of the site as agreed with the Principal Agent and he shall on no account be allowed to extend his operations beyond the defined areas without the written approval of the Principal Agent. Within the defined restrictions and constraints, the contractor will be responsible for the location of his site establishment. Any required relocation thereof to meet the requirements of the programme / constraints of the site, will be for the contractor's account. Access to the site for all construction vehicles will be restricted to entry and exit points to be agreed with the principal agent.		
Supply of **free issue** [10.1.12]		Yes/No?	**No**
If Yes, description			

B 8.0 Direct Contractors [13.0]

Extent of work [10.1.13]	**HVAC Related Refurbishment**
Extent of work [10.1.13]	**Any other related contractors and Direct Contractors as would be required for this project.**
Extent of work [10.1.13]	
Extent of work [10.1.13]	
Extent of work [10.1.13]	

B 9.0 Possession of site [10.1.6] practical completion [15.0;17.0] and penalties [18.0]

	Intended date of possession of the **site** [10.1.6]	Period for Inspection by the **principal agent** [15.3]	Date for **practical completion** [15.1.1]	**Penalty** [18.1]
Practical Completion for the **works** as a whole	Date	**working days**	Date	Penalty amount per **calendar day** *(excl. **VAT**)*
	17 October 2025	**7**	**Provisional:** To be confirmed once we have the contractors approved program	**R 7,500.00**

Criteria to achieve **practical completion** not covered in the definition of **practical completion**
1. All works as per the B.O.Q and the drawings executed complete.
2. General areas on site left in the state that it was before starting with the works for those areas where no work was executed by the contractor.
3. All works as per the Principal Agents approval.
4. Receipt of SANS10139, Installation, Commissioning and Acceptance certificates.

B 10.0 Payment [19.0]

Date of the month for issue of regular **payment certificates** [19.2]	20th of each Month

B 11.0 Dispute resolution [22.0]

Adjudication [22.5.1] Name of nomination body	Construction Adjudication Association of South Africa
Applicable rules for adjudication [22.5.2]	By Agreement between parties
Arbitration [22.6.4] Name of nomination body	The Association of South African Arbitrators.
Applicable rules for arbitration [22.6.5]	By Agreement between parties

B 12.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]		Yes/No?	**Yes**	
Availability of construction information [P2.3]		Yes/No?	**Yes**	
Previous work - dimensional accuracy - details [P3.1]		The contractor shall ensure that previous works are checked for accuracy and or purposes of setting out the works. The Contractor shall be responsible for final site measurements and any clashes shall be timeously identified and resolved with the Principal Agent.		
Previous work - **defects** - details [P3.2]		**N/A**		
Inspection of adjoining properties - details [P3.3]		**N/A**		
Handover of the **site** in stages - specific requirements [P4.1]		**Yes**		
Enclosure of the **works** - specific requirements [P4.2]		Health and Safety requirements to be met.		
Geotechnical and other investigations - specific requirements [P4.3]		**No**		
Existing premises occupied - details [P4.5]		**Yes**		
Services - known - specific requirements [P4.6]		**TBA**		
Water [P8.1]	By **contractor**	Yes/no?	**No**	
	By **employer**	Yes/no?	**Yes**	
	By **employer** - metered	Yes/no?	**No**	
Electricity [P8.2]	By **contractor**	Yes/no?	**No**	
	By **employer**	Yes/no?	**Yes**	
	By **employer** - metered	Yes/no?	**No**	
Ablution and welfare facilities [P8.3]	By **contractor**	Yes/no?	**Yes**	
	By **employer**	Yes/no?	**No**	
Communication facilities - specific requirements [P8.4]		To be arranged by the contractor himself. Adequate provision for e-mail and cell phone contact to be available for contract communication between all parties to the contract.		
Protection of the **works** - specific requirements [P11.1]		The contractor shall provide for the protection of all work for which a certificate of practical completion has not yet been issued and which is liable to be damaged from any cause, which protection shall, inter alia, include: • the protection of the works from inclement weather, exposure to the sun and the removal of water from whatever source from the works (keeping excavations free of water separately measured).		

	• the provision and maintenance of all necessary temporary protection of finished and/or existing work liable to be damaged during the progress of the works by properly covering up, isolating, etc., as required. • The contractor shall be responsible for any damage which may occur and shall make good at his own expense.
Protection / isolation of existing **works** and **works** occupied in **sections** - specific requirements [P11.2]	This is an existing site with buildings that fully occupied. As such due care must be taken to protect the works and work in a methodical way to ensure no damage occurs to buildings or production losses.

Disturbance - specific requirements [P11.5]	Refer to working hours
Environmental disturbance - specific requirements [P11.6]	Noise to be limited as far as possible

B 13.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this **agreement**
Where standard clauses or alternatives are not entirely applicable to this **agreement** such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading in Section Three Bill No 1 (Preliminaries, JBCC MWA Edition 5.2) and such amendments, modifications, corrections or supplements shall take precedence.

C TENDER CLOSING

Tender closing date	**Fri, 3 October 2025**		Time	**12h00**
Tender submission address	As per Tender Notice and Invitation to Tender (T1.1). Tenders only to be submitted via email, no delivery/hard copies to be submitted.			
Tender may be submitted by e-mail	yes/no?	Yes	E-mail	scm@mandelabytheatre.co.za

Public tender opening	yes/no?	No	If yes	N/A	
Alternative offer considered	yes/no?	No	Only if original tender submitted	yes/no?	Yes

D TENDERERS' SELECTION

D 1.0 Securities [9.0]

Guarantee for construction: Select Option A or B ☐

Option A **Fixed Guarantee for construction** by **contractor** [9.1.1]

Option B **Payment reduction** (Fixed) [9.1.2]

Guarantee for payment by employer [9.2]	Amount	N/A
Advance payment, subject to **guarantee for advance payment** [9.4]	Amount	Yes

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
Year 2 **contractor's** annual holiday period	start date	N/A	end date	N/A
Year 3 **contractor's** annual holiday period	start date	N/A	end date	N/A

D 3.0 Payment of preliminaries [19.0]

Contractor's selection

Select Option A or B ☐

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

Option A	The **preliminaries** shall be paid in accordance with an amount prorated to the value of **works** executed at the same ratio as the amount of **preliminaries** to the **contract sum**, which **contract sum** shall exclude the amount of **preliminaries**. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the aforesaid ratio.

Option B	The **preliminaries** shall be paid in accordance with an amount agreed by the **principal agent** and the **contractor** in terms of the **priced document** to identify an initial establishment charge, a time-related charge and a final de-establishment charge. Payment of the time-related charge shall be assessed by the **principal agent** and adjusted from time to time as may be necessary to take into account the rate of progress of the **works**

Lump sum contract

Where the total amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half percent) of the **contract sum**, excluding contingency sum(s) and provision for cost fluctuation.

D 4.0 Adjustment of preliminaries [20.6.3]

Contractor's selection

Select Option A or B ☐

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

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the contractor shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the **preliminaries** amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) **working days** of the date of acceptance of the tender

Option B	A detailed breakdown of the **preliminaries** amounts within fifteen (15) **working days** of possession of the **site**. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of **construction equipment**, establishment and dis-establishment charges, insurances and guarantees, all in terms of the **programme**

Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have 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**

Option A	The **preliminaries** shall be adjusted in accordance with the allocation of **preliminaries** amount to be provided by the **contractor**, apportioned to **sections** where completion in **sections** is required Fixed – An amount which shall not be varied Value-related - An amount varied in proportion to the **contract value** as compared to the **contract sum**. Both the **contract sum** and the **contract value** shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations Time-related - 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** [23.2; 23.3] as compared to the number of **calendar days** in the initial **construction period** [26.9.4]

Option B	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** [23.2; 23.3] as compared to the number of **calendar days** in the initial **construction period** [26.9.4] The adjustment shall take into account the resources as set out in the detailed breakdown of the **preliminaries** for the period of construction during which the delay occurred

Failure to provide particulars within the period stated

Option A	Where the allocation of **preliminaries** amounts for Option A is not provided, the following allocation of **preliminaries** amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) Where the apportionment of the **preliminaries** per **section** is not provided, the categorised amounts shall be prorated to the cost of each **section** within the **contract sum** as determined by the **principal agent**

Option B	Where the detailed breakdown of **preliminaries** amounts for Option B is not provided, Option A shall apply

Lump sum contract

Where the total amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half percent) of the **contract sum**, excluding contingency sum(s) and provision for cost fluctuation.

C2.2 FORM OF TENDER

Clause E Form of Tender

E-1. Tenderer's Details

Name			
Legal entity of above		Contact person	
Business registration number		Office number	
VAT/GST number		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

E-2. Acceptance Of Tender Conditions

By submission of this tender to the **employer** the tenderer offers and agrees to execute and complete the **works** and to remedy any **defects** in the conformity with the specification for the tender amount stated.

The tender shall remain in full legal force for sixty (60) **calendar days** from the closing date of the tender. The tenderer accepts liability for loss or damages that may be suffered by the **employer** should the tender validity period not be honoured including any additional expense incurred by the employer in having to call for new tenders and/or in having to accept any less favourable tender The lowest or any tender will not necessarily be accepted by the **employer** nor will reasons be given for such decision.

E-3. Tender Amount Compilation

		Amount
Tenderers work excluding tax		
VAT	15%	
Total tender amount including **VAT**		
Total tender amount including **VAT**, in words		

Signature			Place		
	Tenderer who by signature warrants authority				
Name		Capacity		Date	

Signature			Place		
	Witness				
Name				Date	

E-4. Tender Qualifications

PART C3: MANAGEMENT

C3.1 PLANNING, PROGRAMMING AND CASH FLOW

C 3.1.1. Planning

The construction of the Works shall be planned meticulously by the Contractor to avoid delays, clashes with existing services and within the constraints of the Employer's operating requirements.

C 3.1.2. Programming and Cash Flow

The Contractor shall submit a programme for the execution of the works. The programme shall be presented in the form of a Gantt Chart.
The format and information shown shall comply with the following:

- The various stages of work planned to be completed per month in sufficient detail to be able to assess construction progress,
- Sequence of work,
- Resources intended to be utilized,
- The interdependence between resources and sequence of work,
- Clear indication of the critical path activities and their dependencies,
- Key dates in respect of information to be provided by the Employers Agent and/or others,
- Labour resources schedule which must distinguish between the Contractors permanent labour and the temporary employed labour from the local ward,
- The lead time for training of labour from the local ward.
- If any change to the critical path occurs, the Contractor shall as soon as is practicable notify the Employers Agent in writing.

When drawing up the programme the Contractor shall, among other issues, take into consideration and make allowance for:

- The sequencing of the Works (if applicable) and taking all pertinent information contained in the documents into account,
- Expected weather conditions and their effects,
- Known physical conditions or artificial obstructions,
- Searching for, dealing with and carrying out alterations to the existing services,
- The requirements and effects of employing Labour Intensive Construction (LIC) methods (if applicable),
- The accommodation and safeguarding of public access and traffic,
- The lead time required for compliance with the Site-Specific Health and Safety Specification and Site Specific Baseline Risk Assessment (annexure H),
- Provision and implementation of the Health and Safety Plan in terms of the 2014 Construction regulations and the Occupational Health and Safety Act (1993)
- Election day,
- Official builders break,
- Special non-working days, and
- Non-working days.

Failure to produce a detailed programme may prejudice the Contractor in any claim for an extension of time.
Failure to comply with these requirements will entitle the Employers Agent to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

C 3.1.3. Employers Agent Inspection and Approval of the Works

The Contractor shall allow reasonable time in his programme for the Employers Agent to carry out examination of the work before covering up. Requests for inspections should be made in writing to the Employers Agent at least 72 hours before such inspections are required. Requests for inspections should coincide with the Employers Agent Representative daily site visit.
If the Employers Agent attends with the purpose of examining any part or materials of the works at the date and time agreed on with the Contractor and it is found that the works or materials are not ready for inspection, the Contractor shall be responsible for the cost of that visit by the Engineer.
The Employers Agent Representative will visit the site every 14 days for the purpose of supervision of the Contract and inspection and approval of completed work. The Contractor shall therefore arrange his working programme in such a way that all work is inspected and approved at the required time. Under no circumstances shall he proceed with any activity that covers up previous work before the previous work has been approved in writing (e.g. no trench shall be backfilled until the laid pipes and bedding have been inspected and approved).

C 3.1.4. Review of Progress

The Contractor shall review his progress each month and should progress lag behind the latest accepted programme by more than two (2) weeks, he shall submit a revised programme and method statement of how he proposes making up lost time. If, in the opinion of the Employers Agent, such revised programme will not make up lost time, the Employers Agent shall have the right to request the Contractor to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payments to meet any cost incurred due to such reorganization will not be accepted.
The Contractor is required together with his monthly updated programme to submit a cash flow indicating the anticipated total and monthly expenditure value for the contract at the monthly site/progress meetings.
The programme and cash flow will be reviewed at the monthly site meetings at which time the contractor shall provide sufficient detail that will allow a comparison of completed work per activity against the original approved programme. The Contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The Employers Agent may demand from the contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen (14) days of the demand.

C3.2 SEQUENCE OF THE WORKS

The Contractor may elect to undertake the work in any sequence he chooses, unless prior arrangements are made between the Employer, Employer's Agent and the Contractor.
The Contractor shall submit to the Employers Agent for approval at the start of the contract a detailed plan of action that set out the sequence of construction of the works. The approved plan of action shall be amended in consultation with the Employers Agent.
The Employer will consider favourably any approach where sections of the Work are fully completed and fire protection is provided to mitigate their risks.

C3.3 SOFTWARE APPLICATION FOR PROGRAMMING

Microsoft Project format/Ghant chart.

C3.4 METHODS AND PROCEDURES

C 3.4.1. Progress Photographs

The Contractor shall set up a system of recording progress on site on overall layout drawings on a two-weekly basis. The drawings shall be labelled with date, location and description and sent to the Employer's Agent via email. The format shall be PDF or similar common format.

C 3.4.2. Materials handling, use and storage

All materials shall be stored in the designated Contractor's camp area or as indicated by the Employers Agent. Any material to be stored and handled must be done in such a way as not to endanger any person on site or cause damage to the environment. The Contractor shall also ensure that all suppliers or delivery vehicles abide by all restrictions and procedures (speed limits, dust control, "no-go areas" etc.).

C3.5 QUALITY PLANS AND CONTROL

The Contractor is required to carry out his own control testing.
Any additional tests requested by the Employer's agent or any retests required, due to failure of the initial tests, will be charged to the Contractor at the rates ruling at the time.
The Contractor is required to carry out his own control testing, but if he so wishes, and agrees to abide by the results of the Employers Agent check test, he may dispense with his own tests. However, if the Contractor should wish to use the Employers Agent testing facilities, he will be charged for the various tests at the rates ruling at the time.
The Contractor shall engage the services of an approved independent laboratory or other institution – as applicable for quality testing – to ensure that his work complies with the Specifications.
No separate payment will be made for such testing, the cost of which will be deemed to be included in the Contractors rates tendered for the items of work that require testing in accordance with the Specifications.
The onus to produce work that confirms in quality and accuracy of details to the requirements of the Specifications and Drawings, rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide experienced engineers, foreman, surveyors, material technicians, other technicians and technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.
The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related works items.
The Contractors attention is drawn to the provisions of the various specifications regarding the minimum frequency of testing required. The Contractor, shall, at his own discretion, increase this frequency, where necessary, to ensure adequate control.
On completion and submission of every part of the work to the Employers Agent for examination, the Contractor shall furnish the Employers Agent with the results of the relevant tests to indicate compliance with the specifications.

C3.6 TESTING, COMPLETION, COMMISSIONING, AND CORRECTION OF DEFECTS

Practical completion of the works will only be considered once all systems have been tested and commissioned, with an electrical certificate of compliance has been provided for the Work.

C3.7 FORMAT OF COMMUNICATION

Throughout the construction period, the Contractor shall supply and maintain the following documentation that shall be kept on site, accessible to both the Contractor and the Employers Agent or representative at all times:

a) Site Request / Instruction book:
For the Contractor to provide the Employers Agent or Representative with information required, for giving notification in writing of inspections, drawings, etc., required by the Contractor, and for use by the Employers Agent or Representative for the purpose of writing day-to-day instructions or confirming verbal information or instructions given to the Contractor.

b) Health and Safety File
Containing the site and safety hierarchy, contact details, safety plan, audits, safety equipment, safety training, injuries log, inspections and all other relevant safety data

c) Quality Control File
Containing Quality Assurance and Quality Control Forms to be operated and maintained by the Contractor.

d) Measurement File
Containing records of work measurement and calculations

e) Daily Register
Listing labour and plant status. A complete record of staff employed on the Contract is to be kept on site for use by the Employers Agent.

f) Daily Contract Diary
For recording the work carried out on site each day – shall reference the specific area of work and shall be signed by the Construction Manager and the Employers Agents Representative.

g) Monthly Labour Return Schedule

h) One full set of contract drawings and contract documents.

i) Construction Programme

j) Site Diary

The site diary shall record the following:

- Progress of works
- Contractors and subcontractors' personnel on site
- Delays, possible delays and inclement weather
- Delivery of materials to site
- Plant and equipment on site

All communications regarding the contract shall be channeled through the Employers Agent and/or his authorised representative.

A site book in triplicate will be provided by the Contractor in which relevant matters shall be recorded and signed by the Employers Agent and the Construction Manager.

All communication shall be noted and recorded in the minutes of the monthly progress

meetings.

C3.8 WEATHER CONDITIONS

C 3.8.1. Recording of weather

The Contractor shall provide and erect a rain gauge on site. All rainfall and other adverse weather conditions affecting the contractual time for completion shall be recorded in the site diary.
The site diary shall be handed to the Employers Agent Representative for his signature no later than 7 days after rain that is considered to justify an extension of time that may occur.

C 3.8.2. Extension of Time Resulting from Abnormal Rainfall

Extension of time will not be considered for normal rainfall but only abnormal rainfall or saturated conditions and will be calculated in accordance with the following method:

a) The Contractor shall, in his programme, allow for the anticipated number of working days on which work could be delayed- as given in the Contract Data.

b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of the Work, plus any approved extension thereof, as follows:

i) A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Employers Agent, it delays an item or items which lie on the critical path determined by the Contractor's programme. Only delays on normal working days will be considered.

ii) Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations, less the monthly allowance.

iii) The net extension of time determined for each month, which may be negative, shall accumulate algebraically to determine the net number of days for extension of time due to abnormal rainfall, but a negative total at the end of the construction period will not be taken into account.

iv) Where a portion of a month is involved, a pro rata number of days shall be calculated.

C3.9 KEY PERSONNEL AND SUPERVISION

A schedule of key personnel to be used on site, including contact particulars, is to be provided to the Employers Agent before commencement of works.

The Key Personnel presented as part of the tender submission in returnable schedule T2.2(13): Organogram and T2.2(14) : Key Personnel as listed in the Tender Data shall apply. If the personnel indicated are no longer available, personnel with similar or better qualifications and experience shall be presented to the Employers Agent for approval.

C3.10 NORMAL WORKING HOURS

Normal working hours shall be 07:00 – 17:00 Mondays to Fridays.

C3.11 MANAGEMENT MEETING

The Employers Agent, Contractors designated representative(s), Employer and other Agents/Consultants/Subcontractors as required shall hold meetings related to the progress of the works, technical issues, quality, health and safety and environmental compliance and subcontractor co-ordination matters at regular intervals not exceeding 4 weeks, or at such other times may be necessary. The representatives of the Employers Agent, Contractor and Employer and their delegated authority will be confirmed at the Inaugural Site meeting.

The Contractor shall attend all progress/site meetings and ensure that all persons under his jurisdiction are notified timeously of all progress/site meetings should their attendance be required. All persons attending progress/site meetings are to have the necessary delegated authority in respect of aspects such as planning, change managements, health and safety and environmental.

C3.12 ELECTRONIC PAYMENTS

The Contractor will be responsible for supplying correct bank details to the employer for electronic payments and the Employer will not be held responsible for any incorrect bank details supplied by the Contractor.

<u>The Contractors tax invoice shall contain the following information as a minimum:</u>

- Contract number and description
- Date of invoice
- Invoice number
- Clearly stipulate the words “Tax Invoice”
- Be addressed to the Employer.
- Contain the details of the Employer.
- Contain the banking details, Vat number.
- Contain the logo of the contractor or contractors in the case of a joint venture.

C3.13 BONDS AND GUARANTEES

The Contractor shall deliver to the Employer the original fixed performance guarantee before commencement of works. The guarantee shall be held by the Employer for safekeeping until completion of the work.

No bonds are accepted.

C3.14 PAYMENT CERTIFICATES

Refer to clause B 10.0 of contract data.

C3.15 INSURANCE PROVIDED BY THE EMPLOYER

Refer to clause B 6.0 of contract data.

C3.16 NEATNESS OF THE SITE

Progressive and systematic finishing and tidying will form part of this contract. Spoil, rubble, materials, equipment or unfinished operations shall not be allowed to accumulate unnecessarily and in the event of this happening, the Employers Agent shall have the right to withhold payment for as long as the condition prevails in respect of the relevant works in the area(s) concerned. The general neatness and tidiness of the site is of particular concern. The Contractor shall therefore, on a day-to-day basis, keep the Works in a condition acceptable to the Employers Agent.

C3.17 PROTECTING THE SITE

The Contractor shall be solely responsible for the protection of the Site against all damage to property, services, terrain, etc. If in the normal execution of this Contract, disturbance to the Site of the Works is necessary, the Contractor shall obtain the prior permission of the Employers Agent. After completion of this work, the Contractor shall reinstate the area concerned to its original condition at his own cost or as covered under the rates in the Bill of Quantities. The Employers Agent ruling of what was the original condition of the Site or part thereof shall be final.

If the Contractor fails to reinstate the Site, the Employer shall do the reinstatement and the Employers Agent shall establish the extent of the work as well as its costs. The Employers Agent ruling shall be final and payment for the work will be deducted from the Contractor's monthly certificate.

The Contractor shall ensure that his actions do not cause any nuisance to the public. Should spillages occur, the Contractor must adequately disinfect the work site, including the container area.

C3.18 OTHER CONTRACTORS

During this contract there will be other Contractors operating within the boundaries of the site. The Contractor is to allow for the attendance and dealing with other Contractors in the construction programme and priced rates.

C3.19 OPERATION AND MAINTENANCE MANUALS

Prior to arranging the commissioning date, the Contract will hand over to the Employers Agent one draft hard copy of his proposed Operation and Maintenance manual for scrutiny and approval by the Employer and Employers Agent. The document with comments will be returned to the Contractor by the Employers Agent for preparations of the final Operation and Maintenance Manual by the Contractor.

The Contractor will submit One (1) hard copy of the final manual and Two (2) USB Flash Drives containing the final manual to the Employer on the day of commissioning.

The Completion Certificate will not be issued if the Operation and Maintenance Manuals are not final and received by the Employer.

MANDELA BAY THEATRE COMPLEX, GQEBERHA HVAC UPGRADE, LIFT INSTALLATION, FIRE PROTECTION MAINTENANCE

PART C4: GENERAL SPECIFICATION

C4.1 INTENT OF SPECIFICATION

HVAC SERVICES

GENERAL REQUIREMENTS

NOTICE

a. This standard specification forms part of and is to be read in conjunction with all drawings relating to this project as set out in the drawing register.
b. Where reference is made to “Contractor” it shall be read to mean the successful Tenderer appointed to execute the contract specified in the supplementary specification.

STANDARD MEASUREMEMTS

The dimensions, weights, etc. shown on the drawings mentioned in the specifications shall be taken as the Republic of South Africa’s legal standard weights and measures.

SCOPE OF WORKS

The scope of work, as indicated on the drawings, and including all manufacturing, conveying and delivering, unloading, storing, unpacking, hoisting, scaffolding, setting out, fitting and fixing in position, cutting, waste, patterns, templates, plant, temporary works, commissioning, return of packing, establishment charges, protection and removal thereof on completion, cleaning down complete, profit and other obligations arising out of the conditions of this contract.

AIR-CONDITIONING SYSTEM AND SERVICES

The air conditioning system shall consist of a combination exiting split units that are to remain in place. Areas not serviced by split units, conditioned air will be supplied by means of the existing ducting and diffusers as found on site. The air will be conditioned by means of VRF systems in conjunction with dedicated air handling units. The air handler positions will remain as is on site with the air handling unit itself being replaced and connected to the existing ducting network

VENTILATION SYSTEMS

Filtered fresh air will be introduced to all spaces according to the National Building regulations and the IUSS. The fresh air systems will consist of weather louvers, attenuators, filters, fire dampers, fresh air fans diffusers, ducting and volume control dampers. For the fresh air system grills will be installed that can be opened from the outside to clean and replace the filter (see figure 1 below). Various extraction systems are also included in the scope of works; the extraction system is designed and calculated according to the SANS 10400 part O.

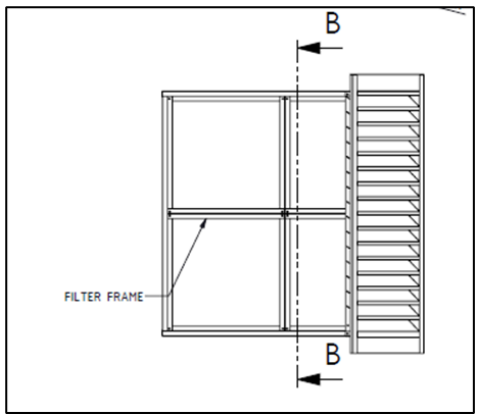


Figure 1: Openable grill.

CONFIRMATION OF ISSUES

Notwithstanding anything to the contrary as may be set down in the contract Agreement, but rather as an extension to these clauses, it will be in the interest of the Contractor to ensure that any verbal instruction, directive, explanation, etc., given as well as any agreement made or whatever, whether it will involve a variation or not, is confirmed in writing by the Engineer and/or the Principal Agent within 14 days of it being given or made.

Failure on the side of the Contractor to do so may invalidate any claim for a variation to the works and additional payment.

ALTERNATIVE MANUFACTURE AND PRICES

Should the tenderer wish to offer alternative equipment, etc., the details shall be submitted in a covering letter accompanying the tender and clearly identifying the extent, quality and advantages of the alternative(s) shall be submitted at close of tender.

Any price submitted for alternatives, variations, extras, savings, omissions, etc., whether prior to tender acceptance or during the construction stage of the works shall be taken to include the applicable Value Added Tax (VAT), unless clearly identified otherwise at the time of submission.

MATERIALS, WORKMANSHIP AND EQUIPMENT OFFERED

a. Materials and equipment offered shall be new and of the best quality and as specified herein. Workmanship offered shall be executed in the most substantial manner under the inspection and to the entire satisfaction of the Engineer.

b. The entire installation shall be in accordance with:

- The National Building Regulations and Building Standards, Act No. 103 of 1977 as amended in 1984 and all amendments thereafter,
- The latest revision of SABS 0400: The Applications of the National Building Regulations, as amended,
- SANS Code of Practice for the Wiring of Premises 142 of 1981, as amended,
- The Machinery and Occupational Health and Safety Act No. 85 of 1993,
- SANS 10400: The Code of Practice for the building regulations issued by the South African National Standards.
- SANS 204: The Code of Practice for designing efficient systems.
- The South African Occupational Health and Safety Act. (Act 85 of 1993).
- SANS 1125: Room air conditioners.
- SANS 0147: Refrigeration systems including plants associated with air conditioning systems.
- SANS 0173: The installation, testing and balancing of air-conditioning duct work.
- SANS193: Fire dampers.
- SANS 1238: Air conditioning ductwork.
- SANS 1424: Filters for air-conditioning and general ventilation.
- SANS 10400 – W: Fire Installation
- SANS 10400 – T: Fire Protection.

- SANS 10400 – Part A
- SANS 10400 – Part P
- SANS 10252 – Part 1
- SANS 10252 – Part 2
- SANS 10269
- SANS 1356
- SANS 1412
- SANS 1040-3
- SANS 2001 DP-2 (SABS 1200LB)
- EN 1253-1
- The municipal by-laws and any special requirements of the supply authorities of the area and district concerned.
- Any other relevant by-laws of local or other authorities.

c. It is the responsibility of the Contractor to ensure that the quality of the workmanship and the installation of equipment meet the requirements specified by the Engineer and that the work is carried out in such a manner that the equipment performance meets the requirements provided by the manufacturers and suppliers.

d. All materials shall be of the qualities specified and the Contractor shall, upon request by the Engineer, furnish the Engineer with proof to his reasonable satisfaction that the materials are of the specified quality. If so required, the Engineer may call for samples of the material and equipment for approval. Such samples shall be submitted within 14 days of the request.

e. Any fittings or item of equipment not specifically mentioned but obviously necessary for the successful completion of the installation is to be included so as to form a complete working installation.

f. If any materials or workmanship are not in accordance with the provisions of the agreement, then the same shall, at the cost of the Contractor, be removed and/or re-executed and all rejected materials shall be removed from the site.

g. The Contractor shall, if so requested, during the continuance of the contract/agreement, keep the Contractor and the Engineer informed regarding the placing of all orders for materials and the progress of manufacture or any article or materials.

h. Where alternatives for such materials, goods and equipment are permitted, the Contractor shall be liable for latent defects in such materials, goods and equipment and or the cost of making good physical loss and repairing damage to the works resulting there from.

i. No second-hand equipment may be offered or installed unless it is discussed and approved by all relevant parties.

j. Any fitting or item of equipment not specifically mentioned, but obviously necessary for the successful completion of the installation is to be discussed with the engineer involved and included so as to form a complete working installation.

APPROVED MANUFACTURERS

All equipment offered must adhere to the minimum requirements as specified in the technical specifications section of this document. It is required from all contractors to submit data sheets / brochures including all technical specifications to the engineer at the tender stage as well as prior to ordering.

CONTRACTOR TO INFORM

Notwithstanding anything to the contrary as may be set down in the Subcontract Agreement, Additional General Conditions or the Principal Building Agreement, any costs arising out of failure by the Contractor to assess the conditions and circumstances of the site and/or the works shall be borne by the Contractor.

By submission of a tender the Tenderer will be deemed to have acquainted himself fully with the tender document, local requirements and laws and all aspects of the work envisaged in the documents prior to

the submission of his tender.

The Tenderer is advised to inspect the drawings of the works which will be made available as no claim of whatever nature, arising out of his failure to do so, will be entertained.

STATUTORY REQUIREMENTS, DOCUMENTATION AND DRAWINGS

Further to the Additional General Conditions, the complete works shall comply in particular with the specifications and requirements of:

a. The Occupational Health and Safety Act, Act 85 of 1993, as amended.
b. The Application of the National Building Regulations, SANS 10400, as amended.
c. The SANS code of practice 10142, as amended (Wiring of Premises).
d. This detailed specification and the Engineer's drawings forming part of the tender documents.

Items (a) to (c) shall preference over all other specifications and requirements.
However, any deviation from this specification shall immediately be reported to the Engineer.
The work shall furthermore comply with all the requirements and bylaws of the relevant local authority. Where the proposed layouts, or any of the materials specified, etc., do not comply with these regulations, the matter shall immediately be brought to the attention of the Engineer.

Certificates of approval/ inspection from the local authority shall, if called for, be submitted to the Engineer before the final payment certificate will be issued. The Contractor shall furthermore issue all notices and pay all fees required to be given or paid in terms of statutory and regulatory requirements and the relevant local authority's bylaws.

ALLOCATED SPACE

The physical sizes of the equipment offered shall be suitable for the locations shown on the drawings and shall be positioned in such a manner to ensure reasonable access all around the equipment for maintenance purposes and as may be recommended by the suppliers of the equipment.

The Contractor shall, at tender stage, check and ensure that enough space has been allocated for the erection of their equipment and services, taking note of other services sharing the same space. Should the spaces indicated on the Engineer's drawings not be adequate, the tenderers shall at the time of tender advise the Engineer accordingly and, where relevant, submit with their tenders a sketch indicating the required space.

COORDINATION WITH OTHER TRADES

The Contractor shall plan his work in advance and shall coordinate all space requirements in conjunction with the Principal Agent, especially where other trades share the same space. Where conflicts occur, the Contractor shall request clarification from the Engineer.

BUILDER'S WORK

The successful Tenderer shall, within two weeks of acceptance of his tender, provide the Engineer with all Builder provided work such as holes, machine bases, chases, recesses, service ducts, wooden sleeves and frames, etc., as herein identified being provided by others and which will be required to accommodate his services.

No structural element shall be erected, and no holes shall be cut or made through the structure and no items of equipment shall be supported from the structure without the prior approval of the Engineer. Where foundations, machine bases, drained ducts, floor channels, cable sleeves, etc., have been identified herein to be provided by others, the Contractor shall liaise and assist the Principal Agent or others in setting out, locating, etc., of these items.

DRAWINGS

The Engineer's drawings and specifications shall be considered binding with regard to the quality, quantity, general scheme system, arrangement and function of the n/s works. All dimensions specially marked on the drawings shall be strictly followed.

Any discrepancy between the drawings, specification and schedules shall be drawn to the attention of the Engineer by the (Sub) Contractor immediately if such discrepancy is discovered.

The Engineer shall provide such information as may be necessary to enable the shop drawings to be prepared and the equipment to be selected by the (Sub) Contractor and the Engineer shall examine technical proposals and drawings from the (Sub) Contractor for conformity with design and specification. Such examination shall exclude detailed checking of detailed coordination and installation fit.

Any work installed before approval of working drawings may be liable for removal at the Engineer's discretion.

During the execution of the works the Contractor shall make available on site a full set of the approved shop drawings, schedules and specifications

As-built drawings shall be prepared and submitted to the Engineer for approval prior to the beneficial occupation inspection

a. Contractor's drawings

These drawings shall at least consist of:

- Builder's work drawings

  These shall indicate all work to be done by others (bases, foundations, holes in concrete and masonry, etc.) as well as the sizes, capacities and positions of service connections (electrical, water, drainage, etc.) to be provided by others, all in accordance with the supplementary specification.

- General arrangement drawings

  These shall indicate all equipment, distribution systems, testing and inspection requirements as well as instrumentation positions and access requirements.

  During their preparation, the Contractor shall take cognizance of all relevant architectural, structural, electrical and other services drawings in order to properly co-ordinate his layout. The drawings shall be amended as required during the contract period, and up to date copies kept on site for reference purposes.

  Positions and sizes of air grilles, louvers openings through reinforced concrete beams and slabs, etc., as indicated on the tender drawings shall be adhered to as far as possible. Amendments will only be considered if absolutely unavoidable.

- Shop drawings

  These shall be based on the General Arrangement drawings and shall show in detail the construction of all the parts of the works, method of assembly where applicable, erection and construction, materials and connections, welds, gaskets, sealants, fastenings, reinforcing and all other necessary detail.

- Electrical drawings

  Electrical drawings shall comprise complete control and power wiring diagrams, as well as front and side elevations giving major dimensions of control panels as well as instrumentation and switch position layouts.

- As-Built drawings and wiring diagrams

  These are up-to-date approved drawings at the completion of the contract. Tenderers shall allow in their price for submitting to the Engineer a sepia of each of the up-to-date general arrangement drawings, shop drawings, as well as electrical drawings together with the O&M manuals specified herein.

Where any work pierces waterproofing, including waterproof concrete and roofing, the method of installation shall be approved by the Architect and/or Engineer before the work is carried out.

All necessary sleeves, caulking, skirts, soaker sheets, flashing, etc., required to make the opening absolutely watertight shall be provided by the Contractor, but shall be handed over to others for installation.

HEALTH AND SAFETY SPECIFICATION

Tenderers shall allow in their costing for the preparation of a Health and Safety Plan in accordance with the OHS Act 85/1993, as amended, Construction Regulations (July 2014), and all other relevant legislation that may relate to their activities directly or indirectly. This H&S plan is to be discussed with, and approved by, the Principal Agent, on award of the Contract. The Contractor shall be registered with the Workman's Compensation Commissioner. The Contractor's H&S Plan shall be implemented and maintained and include, amongst others, at least monthly audits.

The Tenderers shall, in costing their H&S Plan, prepare a risk assessment specific to their operations, such as amongst others, but not restricted to, demolition work, edge protection and penetrations, stacking of materials, speed restriction and protection, construction plant, fire extinguishers and firefighting equipment, hired plant and machinery, scaffolding, working on heights, lifting machine and tackle, ladders and ladder work, general machinery, portable electrical tools, explosive power tools, public health and safety and night work.

The Principal Agent and all Contractors shall submit an organogram, outlining the Health and Safety Site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the Site Management Structure.

The Principal Agent and all Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions.

The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at health & safety meetings.

The Principal Agent and all Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993, as amended and with the Construction Regulations (July 2014). The Principal Agent shall ensure that all records of incidents/accidents, training, inspections, audits, etc. are kept in a health & safety file held in the site office. The Principal Agent must ensure that every Contractor opens its own health & safety file, maintains the file and makes it available on request.

PASSENGER LIFT INSTALLATION

GENERAL

Materials, components, mountings and fixtures shall be selected so that they are suitable for the expected conditions of use. If required, approval shall be obtained from the local authority regarding the use of specific materials or workmanship in the area concerned.

If the Tenderer has any doubt as to the meaning of any portion of these conditions or of the specification, etc. he shall submit such doubts to the Engineer in writing, in order that they may be resolved before submission of the tender.

Claims originating from non-compliance with the above requirements will not be considered after the closing of tenders.

MANUFACTURERS RATINGS

All equipment as specified in the supplementary specification shall operate well within the manufacturer's ratings. Any installation offering equipment for use below these limits will not be considered.

Tenders shall submit manufacturer's ratings of all equipment offered for the full range of capacities, speeds, power requirements, etc. provided this information is not already in the possession of the Employer or his Principal Agent.

SPACE AND ACCESS

Tenderers shall satisfy themselves that the equipment offered by them can be accommodated in the existing space of both shafts and motor spaces. Should it be found later that the equipment offered does not fit then all costs arising from the rectification of this problem shall be for the contractor's account. This will include any penalties for delaying the completion date.

The equipment shall be installed in such a manner that complete access is provided for operating and maintenance purposes thereafter as required under the latest SANS 1545 & 1543 for lifts and escalators and OHS Act Sect 17 (Driven Machinery) for the hoist units.

Tenders shall satisfy themselves that the equipment as offered by them will pass through existing building openings. Large equipment shall be made up in sections and each section shall be small enough for access through doors and other building openings. All additional costs involved for the modification of equipment or changing the brand of equipment in order to allow access shall be for the accounts of the contractor.

PROTECTION OF WORKS

The contractor shall take all precautions necessary for the protection of life, equipment and property on or about or in connection with the works during installation. Equipment damaged in transit or during installation will not be acceptable and shall be replaced prior to installation.

Damage caused by the contractor, or his servants, agents or workmen to the building, structure, erection or any other service, shall be rectified to the satisfaction of the engineer, at the expense of the contractor.

Equipment delivered to site shall be stored in a well-protected area where it cannot be damaged by either the weather or other trades. This shall be coordinated with the Principal Agent prior to delivery.

MATERIAL

All materials shall be new, undamaged, free of rust or other defects and shall be of the best quality. Materials shall comply with the relevant SANS and EN81 specifications where applicable. The contractor shall, upon the request of the engineer, furnish him with documentary proof to his satisfaction that the materials are of the quality specified. Samples of materials for testing, if required, shall be supplied by the contractor, free of charge.

The installation shall be erected in a workmanlike manner, to the satisfaction of the engineer, and shall include all materials and equipment required for the successful operation of the lift plant specified.

ASSEMBLY

For convenience and to simplify onsite installation during the erection period equipment and sub-assemblies shall be assembled in the workshops as far as practically possible in sub-units after manufacture. Individual units shall be marked with an identification number so that the assembly, erection and installation can be carried out efficiently in the minimum of time.

Equipment shall be delivered to site in the most complete stage of assembly that is feasible. In that case the largest sub-assemblies are practical.

INSPECTION AND TESTING

Please refer to the Occupational Health and Safety Act, Act 85 of 1993 LER (Lift, escalator and passenger conveyer regulations) as well as SANS 1545 with regards to design, construction, inspection and test of lifts and hoists.

The Principal Agent and/or consultant shall periodically inspect the lift equipment during installation, and the manufacturer workshop to witness tests which may be carried out on the lift equipment by others. Inspections of this nature carried out on lifts or equipment shall in no way relieve the contractor of his responsibility for materials, workmanship or any other responsibility in connection with the lifts.

The contractor shall carry out tests that are required in this specification or desired by the engineer to determine whether the lift or equipment complies with the preconditions laid out in the specifications. These tests shall be conducted on site under simulated test conditions. All tests if required by the engineer shall be carried out in the presence of the engineer and to his satisfaction at mutually arranged times.

STRUCTURAL STEELWORKS

All structural steel members and profiles shall be of the highest quality for the purpose for which they are to be used and shall comply with one of the following relevant standards:

- SANS building profiles for extruded carbon steel
- RSS "Weld able Structural Steels"

All structural steel assemblies or frames including floors walls and other structural sections of the lift shall be capable of carrying the stresses that are induced in them due to the total of all of the static and live loads that are exerted on the equipment. These loads and forces shall withstand in a structurally stable manner without exceeding the permissible safe working stress or buckling stress that is referred to by the manufacturer.

Every section of the structural installation shall be properly designed, manufactured and erected. The design and manufacture shall be in agreement with the latest amendment of the standard building regulations that cover structural steel works.

All fixing bolt loads shall comply with the requirements of the SANS and BSS and all welded joints shall comply with the conditions of BS 1856, BS 2642 and BS 938 as amended.

Welding shall only be carried out in the workshops or on level concrete floors on site. All on site but-joints in mid span, which connect structural steel profiles, shall be bolted. Deviations from this practice shall only be accepted with the approval of the engineer and the engineer shall reserve the right to carry out test and inspection of the joints in accordance with the conditions prescribed above.

STAINLESS STEEL

Stainless steel shall be a minimum of grade 304, number 4 and shall be properly finished without any scratch marks or any other similar defects. The finish shall have a uniform texture.

All material shall be machine bent, be true and have no ripples. All bends edges and similar elements shall be uniform, straight and continuous.

All welding shall comply with the TIG process and are to be neatly ground and finished off. Door panels shall be square, true and are not to be radiused unless otherwise indicated.

ELECTRICAL INSTALLATION

The installation and its wiring shall comply with the stipulations of the local authorities and the Department of Labor. On completion of the works a Certificate of Compliance (COC) for the electrical Installation shall be issued as an integral part of this contract.

Unless it exists, power points in the form of three phase isolating switches shall be supplied and carried out in this contract by the lift contractor.

Unless it exists, Distribution Boards and electrical work in the lifts shaft required to operate the lift car shall be supplied and carried out in this contract by the lift contractor.

Engraved identification plates shall be used to classify the function and the identification number of the mains electrical equipment. The name plates are to be in English. The lift contractor shall also supply electrical drawing layouts of all reticulation he intends to do for the normal operation of the lifts and to comply to SABS 1545 to the engineer for his approval. All equipment that is supplied shall be able to be connected to the existing low voltage reticulation without special adoption.

The contractor shall make allowance for the wiring of the lift, lift shaft, shaft lighting, landing, car buttons, alarm and intercom system to the control room. The necessary cables and conduits shall be provided as well as the necessary motive cables for the lift car. The installation shall be sufficiently earthed in agreement with the requirements of the local authorities.

The trailing cable for the lift shall be specially manufactured for this purpose, and they shall comply with BSS 6977. The fixings of the trailing cable at the lift machine room and the lift car shall be such that no stress is conveyed to the conductors.

LIFT MOTOR

The motor shall comply with the requirements of the SANS 1545 - 1 and no part of the motor may overheat under extreme ambient temperature at full load conditions.

DRIVES

V3F – Variable voltage, variable frequency gear less machine drives shall be used.

BRAKE

The brake drum shall be a part of the coupling between the motor and the drive sheave. The brake shall be of the spring type with an electromagnetic switch. The brake shall be capable of withstanding a static overload of 25% in the car lift.

EMERGENCY

The Tenderer must specify what safe emergency system/mechanism is provided with the upgrade/replacement equipment which is to be used during emergencies (power failures, etc.) to move the car to the nearest floor.

CONTROL

The control panel shall be mounted in a free-standing frame. Cabinet panels shall be manufactured from steel that has a minimum thickness of 1.6mm. The cabinet shall afford easy access to all the equipment that it houses.

The control systems should all be based on closed loop design with microprocessor control and shall be able to communicate with the lift motor. Information such as traffic analysis, stoppages etc. shall be available from the system. The client shall be able to access this information from the system without the intervention of the lift

company concerned. The Tenderer shall also submit a technical detailed description of the control system offered with the tender.

The following conditions will apply:

- Operation

Each lift shall operate independently in case of failure of the other one.

- Lift controllers

Each lift shall be equipped with its own controller.

- Call-Button Control

The latest technology of lift control must be used.

- Fire Control

The control should so be designed that in the event of fire the lifts shall be brought automatically to the main floor entrance storey without stopping and shall remain there with its doors open. The fireman's override key switch shall then put the lift back into operation under the SANS 1545 - 1 specified system. The key for the override switch shall be installed in such a position behind a glass cover against the wall on the main floor. It shall be visually marked as the fireman's key.

- Emergency lights, Power Packs and Alarm Bell

Each lift shall be provided with an emergency light with a power pack and alarm bell in case of a power failure. The power pack shall be rechargeable and shall power the emergency light and alarm bell for a period of 120 minutes. The alarm bells will be connected to the security/control station by the lift contractor. All interfacing with the BMS system will be done by the contractor in conjunction with the Employer's representative.

- Intercom systems

All the passenger lifts shall be provided with an intercom system. The systems will be connected to the security/control station. The position of the intercom in the control station will be determined on site in conjunction with the engineer. All interfacing with the BMS system will be done by the contractor in conjunction with the Employer's representative.

INDICATORS

The Tenderer shall specify his standard proposed call buttons and direction indicators, etc, ensuring the buttons are handicapped friendly, with audio visual landing announcement facilities. The backing plate for the call button assembly shall fully cover the existing draw-box aperture as well as overlap the existing wall finish to minimize remedial works to wall finishes. Position indicators shall likewise be specified within the Tenderer's control system and be of the digital type.

The backing plate for the position indicator assembly shall fully cover the existing draw-box aperture as well as overlap the existing wall finish to minimize remedial works to wall finishes.

FIRE PROTECTION SERVICES

GENERAL

Materials, components, mountings, and fixtures shall be selected so that they are suitable for the expected conditions of use. Where required, approval shall be obtained from the local authority and fire department regarding the use of specific materials, methods, or workmanship in the area concerned.

If the Tenderer has any doubt as to the meaning of any portion of these conditions or of the specification, such doubts shall be submitted to the Engineer in writing prior to tender submission.

Claims originating from non-compliance with the above requirements will not be considered after the closing of tenders.

MANUFACTURERS' RATINGS

All fire protection equipment, sprinkler heads, valves, hose reels, gas suppression components, and associated signage shall operate and be installed well within the manufacturer's ratings and in accordance with statutory requirements. All test certificates, performance curves, and data sheets must be submitted to the Engineer for approval prior to installation or reconditioning.

INSPECTION, TESTING, AND COMMISSIONING

The Contractor shall:

- Conduct hydrostatic pressure tests and leak detection tests on the entire sprinkler system and hose reel network, in accordance with SANS 10287 and SANS 10400–T.
- Test and service all main control valves, zone valves, and alarm valves to ensure compliance with SANS 10287.
- Carry out a full operational test of the hose reels, landing valves, and associated pipework in accordance with SANS 543 and SANS 10105.
- Evaluate the existing CO_2 suppression system, recondition or replace components as required, and certify compliance with SANS 14520 (Gaseous Fire-Extinguishing Systems).
- Provide all instruments, gauges, and calibrated test equipment necessary for testing.
- Evaluate all fire protection signage for condition, visibility, placement, and compliance with SANS 1186 and SANS 10400–T, replacing or correcting where required.
- The Engineer or Principal Agent shall witness all pressure and commissioning tests. Test results shall be documented and signed off by the Engineer.
- The Contractor shall issue a Certificate of Compliance in accordance with SANS 1475, SANS 10139, and NFPA 25 (where applicable).

SPRINKLER HEADS

All existing sprinkler heads shall be inspected for condition, type, and year of manufacture. Sprinklers older than 40 years or showing signs of corrosion, paint contamination, mechanical damage, or other non-compliance shall be replaced with new approved heads of equivalent rating in accordance with SANS 10287.

Note: Many sprinkler heads manufactured prior to 1985 contain hazardous liquids or alloys and do not meet current standards for thermal sensitivity and reliability. Replacement ensures compliance with statutory requirements, reliability in operation, and minimization of life-safety risk.

FIRE EXTINGUISHERS AND ANCILLARY EQUIPMENT

All portable fire extinguishers on site shall be serviced, refilled, and certified in accordance with SANS 1475–1 and SANS 1567. Signage, mounting heights, and accessibility shall be verified against the requirements of SANS 10400–T and SANS 1186.

DEFECTS AND REMEDIAL WORKS

Where faults are identified by the Contractor during inspection and testing, these shall be recorded in writing, with photographic evidence, and submitted to the Engineer. No remedial work shall be carried out without the written approval of the Engineer.

DOCUMENTATION AND CERTIFICATION

The Contractor shall supply the following at handover:

- Updated as-built drawings reflecting the fire protection system.
- Pressure test and commissioning reports.
- Certificates of compliance for sprinklers, hose reels, extinguishers, signage, and gas suppression systems.
- Updated maintenance schedules in accordance with SANS 1475 and NFPA 25.

HEALTH, SAFETY, AND STATUTORY COMPLIANCE

All work shall comply with:

- The Occupational Health and Safety Act (Act 85 of 1993).
- The National Building Regulations (SANS 10400 Parts T & W).
- SANS 10287 – Automatic Sprinkler Installations.
- SANS 543 – Fire hose reels.
- SANS 10105 – Fire hydrant systems.
- SANS 14520 – Gaseous extinguishing systems.
- SANS 1475 – Portable fire extinguishers (manufacture and maintenance).
- SANS 1186 – Symbolic safety signs.
- NFPA 25 (Inspection, Testing and Maintenance of Water-Based Fire Protection Systems), as guidance where SANS does not provide detail.

C4.4 SCOPE OF WORK

Project: Mandela Bay Theatre Complex (Formerly Opera House)
Location: John Kani Road, Gqeberha

1. HVAC Upgrades

Tie-In to Existing Ducting:
Connect new ductwork to the existing system where feasible, ensuring smooth airflow and compatibility with current infrastructure.

New Ductwork Installation:
Supply and install new ducting where required, including all supports, insulation, and air distribution outlets to improve ventilation and comfort levels throughout the facility.

New HVAC Plant Supply and Installation:
Provide, deliver, and install a new HVAC plant (air handling units, condensers, fans, controls, etc.) designed to meet the required cooling and heating demands of the theatre.
Includes connection to power supply, piping, and integration into the building's control system.

Testing and Commissioning:
Complete system testing, balancing, and commissioning to ensure correct operation at design conditions.

2. Lift Installation (2-Stop Lift)

Lift Supply and Installation:
Deliver and install a new two-stop lift system suitable for passenger use, ensuring compliance with safety and accessibility standards.

Sump Pump and Drainage:
Install a sump pump system at the lift pit to prevent water accumulation, with proper tie-in to the existing stormwater channel.

Finishes and Safety Systems:
Include all finishes, lift controls, safety mechanisms, and integration with the facility's power supply.

3. Fire Protection System Integration and Maintenance

Existing Fire Protection Maintenance:
Correct and integrate any existing installations with the current fire protection system to ensure seamless operation.

Maintenance and Upgrades:
Inspect, service, and upgrade fire protection components as needed (sprinklers, hydrants, alarms, and piping).

Testing and Certification:
Perform full functional testing of the fire protection system and issue compliance certification in line with relevant fire safety regulations.

4. General Project Deliverables

Design and Engineering:
Detailed design of HVAC, lift, and fire protection upgrades to suit the building's needs as per base line design parameters.

Supply and Delivery:
Transport and deliver all required equipment, materials, and components to site.

Installation and Commissioning:
Install all systems, test them under operating conditions, and hand over fully operational equipment.

Handover and Training:
Provide training to facility staff on operation and basic maintenance of the systems.

Deliver as-built drawings, manuals, and warranties for all installations.

C4.5 CO-ORDINATING

The Contractor shall familiarize himself with the requirements of the other professional disciplines and shall examine the plans and specifications covering each of these sections.

The generator space, noise and vibration requirements shall be carefully checked with other professional disciplines to ensure that the equipment can be installed in the proper sequence in the space allotted.

C4.6 TESTS CERTIFICATES AND INSPECTIONS

The following tests are to be carried out:

a) At the supplier's premises, before the generating set will be delivered to site Representatives of the Client must be present during the test to satisfy themselves that the generating set complies with the specification and delivers the specified output. The test must be carried out in accordance with SANS 8528. The Representative/Agent must be timeously advised of the date for the test.
b) After completion of the works and before practical completion is taken, a full test will be carried out on the installation for a period of sufficient duration to determine the satisfactory working thereof. During this period the installation will be inspected and the contractor shall make good, to the satisfaction of the Representative/Agent, any defects which may arise.
c) The Contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installation at completion.
d) Test reports of both tests as specified under (a) and (b) are to be submitted to the Representative/Agent.

The total costs for these test shall be included in the tendered amount.

In the event of the plant, equipment or installation not passing the test, the Representative/Agent shall be at liberty to deduct from the Contract amount all reasonable expenses incurred by the Employer and/or the Representative/Agent attending the test.

C4.7 OPERATING AND MAINTENANCE MANUALS

The Contractor shall be responsible for the compilation of a complete set of Operating and Maintenance manuals.

This shall be done in accordance with Section 4 – Operating and Maintenance manuals.

All information shall be recorded and reproduced in electronic format as well as supplying the Representative/Agent with three sets of hard copies.

Approval of the final Operating and Maintenance Manuals shall be a prerequisite for issuing of a Certificate of Practical Completion of the installation.

C4.8 GUARANTEE

Following completion and acceptance of the Works, the Contractor shall provide a twelve (12) month defects liability and free maintenance period covering the HVAC, Fire Protection and Lift installations.
During this period, the Contractor shall:Maintain all equipment in good working order in accordance with manufacturer's recommendations; Rectify, at no cost to the Employer, any defects, faults, or failures arising in the installations;
Provide routine servicing and inspections to ensure compliance with statutory and contractual requirements; Respond to breakdowns or urgent call-outs within a reasonable period as directed by the Employer's Representative. All records of inspections, servicing, and remedial works shall be submitted to the Employer.

The work under this section shall be performed by competent, qualified accredited personnel under the supervision and in the direct employment of the Generator Contractor and shall not be transferred to any non-affiliated agent. Contract maintenance and repair work shall be done during normal working hours and shall further provide emergency call-back service twenty-four (24) hours a day, seven (7) days a week.

During the guarantee/maintenance period the Client will invite tenders for the comprehensive maintenance of the generator, which will commence after the final completion has taken place, i.e. after the twelfth month guarantee period is over and all defects are corrected.

C4.9 MATERIALS AND WORKMANSHIP

a) The work throughout shall be executed to the highest standards and to the entire satisfaction of the Representative/Agent who shall interpret the meaning of the Contract Document and shall have the authority to reject any work and materials, which, in his judgement, are not in full accordance therewith. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Representative/Agent.
b) All work shall be executed in a first-class manner by qualified accredited tradesman.
c) The Contractor shall be fully responsible for his work and shall replace any of the work which may be damaged, lost or stolen. The Contractor shall protect the building and its contents against damage by him, his employees or sub-contractors and shall make good any damage thereto.
d) The Contractor shall indemnify the Employer of all liability for damages arising from injuries or disabilities to persons or damage to property occasioned by any act or omission of the Contractor or any of his sub-contractors, including any and all expenses, legal or otherwise, which may be incurred by the Employer or Representative/Agent in the defence of any claim, action or suit.
e) The Contractor shall warrant that the materials and workmanship shall be of the highest grade, that the equipment shall be installed in a practical and first-class manner in accordance with the best practices and ready and complete for full operation. It is specifically intended that all material or labour which is usually provided as part of such equipment as is called for and which is necessary for its proper completion and operation shall be provided without additional cost whether or not shown or described in the Contract Document.
f) The Contractor shall thoroughly acquaint himself with the work involved and shall verify on site all measurements necessary for proper installation and commissioning work. The Contractor shall also be prepared to promptly furnish any information relating to his own work as may be necessary for the proper installation work and shall co-operate with and co-ordinate the work of others as may be applicable.
g) The Contractor shall inspect and verify that the existing power feeder system is compatible with the equipment offered and any changes or upgrading of the electrical supply shall be brought to the attention of the Representative/Agent.
h) Material and equipment damaged in transit shall be replaced with undamaged material without additional cost to the Client.
i) All components and their respective adjustment, which do not form part of the equipment installation work, but influence the optimum and safe operation of the equipment shall be considered to form part of, and shall be included in the Contractor's scope of works.
j) All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.
k) The Contractor shall make sure that all safety regulations and measures and environmental regulations are applied and enforced during the installation and guarantee period to ensure

the safety of the public and the User Client.

C4.10 BROCHURES

Detailed brochures of all equipment offered shall be presented together with the tender documents.

MBTC: HVAC UPGRADE, LIFT INSTALLATION AND FIRE PROTECTION MAINTENANCE

PART C5: DETAILED SPECIFICATION

INTRODUCTION

DFR Kwakudi Consulting Engineers has been appointed by the Mandela Bay Theatre Complex, located at the corner of John Kani Road and Winston Ntshona Road, Port Elizabeth (Gqeberha), South Africa, 6001, to provide professional mechanical engineering services related to the assessment, redesign, and upgrade of the HVAC, fire protection and lift installation systems. The facility is currently in the final stages of building renovation, including the integration of a new section.

This section of the document serves as the Detailed Specification Report for the Mechanical Engineering Services relating to the Mandela Bay Theatre Complex project.

BACKGROUND

The building is old, it was opened in 1892 and was proclaimed a national monument since 1980. This makes the building over 100 years old. There were several critical concerns identified during the inspection, particularly regarding the condition, functionality, and compliance of the HVAC systems. It was found that the building houses two separate HVAC systems: an outdated and now redundant system, as well as a more recent chiller-based system. However, neither system is currently functional. The chiller system's outdoor units have been vandalized and stripped of components, rendering it inoperable. In addition, within the plant room, a significant water leak was discovered in the chilled water pipework, resulting in water accumulation on the floor. This poses a serious safety hazard as the distribution board (DB) serving the chiller system is located in the same space, and exposed electrical cables are at risk of water damage and electrical fault.

This specification report outlines the required specification of the detailed design, deemed necessary for replacements and upgrades to the HVAC, Fir Protection and Passenger Lift systems. The objective is to restore full functionality, improve safety, and ensure compliance with statutory regulations and energy efficiency.

HVAC SERVICES

TECHNICAL DETAIL

GENERAL

The Mandela Bay Theatre Complex is classified as an Entertainment and Public Assembly Occupancy (Occupancy Class A1), which requires strict adherence to statutory regulations for both mechanical ventilation and fire protection systems with a specific occupancy schedule and quantity.

The building is currently undergoing building renovations, which are now in the final stages. Ceilings and other finishes have already been installed, which made it impossible during the site inspection to accurately trace the position of the existing ductwork intended for reuse. As there are no available maintenance records or as-built drawings for either the HVAC, LiDAR scanning was conducted to map out the existing ducting infrastructure accurately.

The facility has been vacant for an extended period, and the condition of the existing ducting system was observed to be in fairly good condition. To ensure that the system works optimally, the system will need to undergo comprehensive testing and evaluation for contaminants, blockages, and physical defects. This will ensure that the refurbished system meets the requirements for air quality, thermal comfort, and energy efficiency.

REGULATORY COMPLIANCE

The design and retrofit shall comply with the following South African standards:

a) Materials and equipment offered shall be new and of the best quality and as specified herein. Workmanship offered shall be executed in the most substantial manner under the inspection and to the entire satisfaction of the Engineer.
b) The entire installation shall be in accordance with:
    - The National Building Regulations and Building Standards, Act No. 103 of 1977 as amended in 1984 and all amendments thereafter,
    - The latest revision of SABS 0400: The Applications of the National Building Regulations, as amended,
    - SANS Code of Practice for the Wiring of Premises 142 of 1981, as amended,
    - The Machinery and Occupational Health and Safety Act No. 85 of 1993,
    - SANS 10400: The Code of Practice for the building regulations issued by the South African National Standards.
    - SANS 204: The Code of Practice for designing efficient systems.
    - The South African Occupational Health and Safety Act. (Act 85 of 1993).
    - SANS 1125: Room air conditioners.
    - SANS 0147: Refrigeration systems including plants associated with air conditioning systems.
    - SANS 0173: The installation, testing and balancing of air-conditioning duct work.
    - SANS193: Fire dampers.
    - SANS 1238: Air conditioning ductwork.
    - SANS 1424: Filters for air-conditioning and general ventilation.
    - SANS 10400-O: Facilities for Ventilation – outlining the minimum ventilation requirements in enclosed public buildings.
    - SANS 5149 (Parts 1–4): HVAC system design, installation, and maintenance – addressing energy performance, operational safety, and environmental considerations.
    - SANS 10173: Indoor Environmental Air Quality – regulating thermal comfort and acceptable CO_2 levels in indoor spaces.
    - The municipal by-laws and any special requirements of the supply authorities of the area and district concerned.
    - Any other relevant by-laws of local or other authorities.

c) It is the responsibility of the Contractor to ensure that the quality of the workmanship and the installation of equipment meet the requirements specified by the Engineer and that the work is carried out in such a manner that the equipment performance meets the requirements provided by the manufacturers and suppliers.

d) All materials shall be of the qualities specified and the Contractor shall, upon request by the Engineer, furnish the Engineer with proof to his reasonable satisfaction that the materials are of the specified quality. If so required, the Engineer may call for samples of the material and equipment for approval. Such samples shall be submitted within 14 days of the request.
e) Any fittings or items of equipment not specifically mentioned but necessary for the successful completion of the installation are to be included to form a complete working installation.
f) If any materials or workmanship are not in accordance with the provisions of the agreement, then the same shall, at the cost of the Contractor, be removed and/or re-executed and all rejected materials shall be removed from the site.
g) The Contractor shall, if so requested, during the continuance of the contract/agreement, keep the Contractor and the Engineer informed regarding the placing of all orders for materials and the progress of manufacture or any article or materials.
h) Where alternatives for such materials, goods and equipment are permitted, the Contractor shall be liable for latent defects in such materials, goods and equipment and or the cost of making good physical loss and repairing damage to the works resulting there from.
i) No second-hand equipment may be offered or installed unless it is discussed and approved by all relevant parties.
j) Any fitting or item of equipment not specifically mentioned, but necessary for the successful completion of the installation is to be discussed with the involved engineer and included to form a complete working installation.

BUILDING DESCRIPTION

The Mandela Bay Theatre Complex is a multi-level facility designed to support a wide range of theatre-related operations including performances, technical support, administration, and audience engagement. The building falls under Occupancy Class A1 – Entertainment and Public Assembly, necessitating full compliance with national and mechanical HVAC standards.

Main Functional Spaces:

- Auditorium (G.17): Central performance area with tiered seating.
- Main Stage (G.16): Primary stage with access to adjacent technical support spaces.
- Balcony Seating (S.08): Elevated audience viewing area.
- Foyers and Lobby Areas (G.02, F.01, G.08): Entrance and circulation spaces for patrons.
- The Barn Extension (S.09): A newly added flexible space for auxiliary events or smaller performances.
- Bar and Concession Areas (F.02, F.10): Hospitality and refreshment counters for guest use.

Support Areas:

- Plant Room (G.03): Mechanical and electrical systems hub.
- Lighting and Sound Control Rooms (G.06, G.07): Technical control stations for stage production.
- Backstage & Dressing Rooms: Distributed across the building to support performer preparation.
- Office Spaces (F.13–F.16, G.12, G.19): Administration, planning, and operations offices.
- Restrooms & Changing Rooms (G.04, G.05, F.06, F.07, S.07): Sanitary facilities for both staff and public use.

HVAC Overview:

- Existing mechanical ventilation is routed via plant rooms and ducting networks.
- Ventilation strategies must meet the demands of high-occupancy and performance spaces.
- Due to the building's long period of disuse, all ducting will be tested for contamination, leaks, and structural integrity.

Documentation:

- There are currently no as-built drawings or maintenance records available for the existing HVAC system.

HVAC INSTALLATION

DESIGN PARAMETERS

The local climate has a direct impact on HVAC system design and energy efficiency planning. The HVAC design calculations are based on the following site design parameters, Port Elizabeth (Gqeberha):

Table 1: Climate Conditions

CLIMATE CONDITIONS	
Parameter	**Value**
Summer	
Outdoor design temperature	25˚C db
Indoor design temperature	21˚C db
Relative humidity	75% RH
Winter	
Outdoor design temperature	15˚C db
Indoor design temperature	21˚C db

Table 2: Site Information

BUILDING INFORMATION	
Site location	Port Elizabeth (Gqeberha), South Africa
Altitude	124m
Main class of occupancy (SANS 10400- A:2010 Edition 3)	A1
Design population	16 persons provided that the total number of persons per room is not more than 4
Climate zone (SANS 204)	Zone 4: Coastal Oceanic Climate
Construction status	In constructed
Windows	Glazing windows

The local climate has a direct impact on HVAC system design and energy efficiency of the system. The humidity of the area is generally moderate to high due to proximity to the ocean. The city is known for strong coastal winds, predominantly westerly and south-westerly, with seasonal variation. Spread throughout the year with no distinct dry season; average annual precipitation is approximately 600–700 mm.

DESIGN CONSIDERATION

The relatively mild climate reduces extreme heating and cooling loads, but the humidity, wind conditions, and need for fresh air intake must be carefully addressed in the HVAC design, especially in high-occupancy zones such as the auditorium and The Barn. Salt-laden coastal air also warrants corrosion-resistant components and regular maintenance planning.

DESIGN INTENT

The completed work shall, where applicable, conform in all respects to the criteria, and its operation shall be measured against that criterion during the practical and final completion inspections. The air conditioning system, as well as the ventilation, is primarily designed according to SANS10400 – building regulations and SANS204 – energy efficiency in buildings.

DESIGN APPROACH AND METHODOLOGY

The following was incorporated into the design of the HVAC system:

Components to be installed:

- Air-Handling Units.
- VRV outdoor condenser units.
- Fresh air and extraction ventilation fans, filters, and attenuators.
- Ventilation ducting complete with connections and accessories.
- Electrical reticulation for the HVAC system.
- Condensate drainage reticulation for air-conditioning units.
- Controls and instrumentation for the HVAC system.

DESIGN DESCRIPTION AND DATA

OVERVIEW

This type of system can provide simultaneous cooling and heating at any time of the year. This will be done by transferring heat from one zone, normally ejected outside the building, to be used in another zone within the building. An image showing simultaneous heating and cooling is shown:

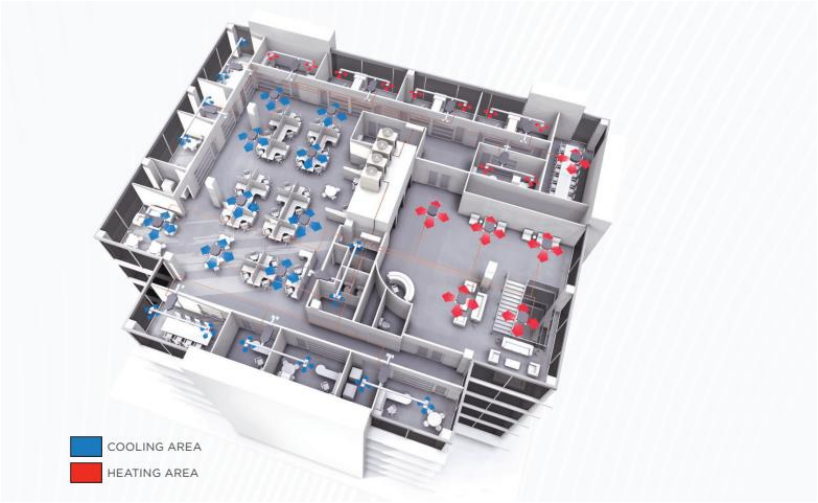


Figure 1: Simultaneous heating and cooling using a VRF system

The HVAC system will include a VRV (Variable Refrigerant Volume) system, incorporating Air Handling Units (AHUs) to deliver fresh air to both the auditorium and the main stage. The design will retain and reuse the existing ductwork, subject to a thorough compliance evaluation.

Key Features of the VRV System:

- Energy Efficiency: VRF systems automatically adjust the flow of refrigerant based on real-time heating or cooling demands, greatly improving energy usage efficiency.
- Zoning Capability: Independent climate control across different performance zones (e.g., audience seating, backstage) enhances comfort and reduces unnecessary energy consumption.
- Quiet Operation: A critical factor for theatres and performance spaces where low ambient noise is essential.
- Compact and Modular Design: Minimal ducting and mechanical space requirements allow for easy integration into the existing infrastructure.

System Control & CO_2 Monitoring:

- The VRF and AHU components will be integrated into a centralized control system for streamlined operation and monitoring.
- CO_2 sensors will be installed throughout the building, including the auditorium and stage, allowing for automated ventilation adjustment based on occupancy and indoor air quality requirements.

VENTILATION REQUIREMENTS

Ventilation design requirements are based on the larger of the required air changes per area, per hour, or the number of litres per second, per person inside the room as stipulated in the building regulations SANS 10400-O:2011 Edition 3. The tables below indicates the calculated ventilation requirements for each room for the building.

DUCT SIZING

The fundamental duct design is based on a combination of constant air velocity and constant pressure drop for each section of the different ducting lines.

Airflow in various duct lines is limited to the following velocities in order to limit air friction losses and noise levels:

2 – 4 [m/s] in indoor visible ducting.
4 – 6 [m/s] in indoor ducting located in the ceiling void.
6 – 8 [m/s] in ducting located outside of the building where noise is not a concern.

The ducting is sized using the equal friction method for constant pressure loss per unit length of ducting.

NB: The duct layout will remain as is, the ducting additions to be made are to allow retrofitting to the new AHUs and other areas that will need minor fixing.

PRESSURE DROPS

To calculate the pressure loss induced by the ducting, the following variables are selected from professional considerations and calculated from measurements taken:

- Equivalent diameter (Deq) calculated for rectangular ducting
- Length of ducting segments (L)
- Air flow velocity (V)
- Inner surface roughness of ducting (ε)
- Density of Air (ρ)
- Reynolds Number (Re)
- Friction factor of ducting for specific ducting segment (f)

Once the pressure loss (friction loss) in the straight ducting is calculated the pressure loss from components in the ducting is then calculated. These components include any radius bents, Tee-connections, reductions, volume, and fire dampers (located where the ducting passes through any firewalls). At the diffusing point of the ducting, the minimum pressure requirements for the air diffusers located in the applicable rooms in the building must be considered as per the product information from the supplier. This ensures adequate pressure is available to introduce or extract air as per the applicable room requirements.

Finally, the ventilation air fan requirements are established from the total system resistance, which includes the accumulated pressure loss in the ducting system. These include various components, namely, fresh air filters, sound attenuators, and outdoor louvers etc. The ventilation air fans are selected considering the fan with the highest efficiency for the required total airflow at the pressure of the single ducting run with the highest accumulated pressure losses (highest pressure load). It is assumed that the elevation of the ducting system is a constant elevation throughout the system.

VENTILATION FANS

Artificial ventilation in selected areas is achieved by the ventilation air fans situated in the ceiling void and complete with attenuators, filters and weather louver. The ablution areas shall be fitted with window-mounted extraction fans. A layout of the ventilation system showing the duct layout and areas being services with mechanical ventilation is shown in drawing No: 24220 / MECH / GA / HVAC _ 00.

Fans specification:

The ventilation fans to be installed shall comply with the minimum specification outlined below, in addition to the specific specification details.

Table 3: Typical ventilation fans

Ventilation fans	
Unit type	**Typical Image**
Window/Wall fan (WF)	
Inline -axial air fan	

Table 4: Wall/Window-mounted fans specification

Room name	Room number	Floor area	Description/ Specification	Fan Duty	Electrical power requirements
Exist. Changeroom(l) 1		5.3	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life, maintenance free bearings ensure suitability for running at any angle. - Window mount - Variable speed - 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay	636 m^3/h	41 Watts, 1PH, 120- 230V, 50-60Hz
Exist. Changeroom(l) 1 -wc		4.7	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life, maintenance free bearings ensure suitability for running at any angle. - Window mount - Variable speed - 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay	636 m^3/h	41 Watts, 1PH, 120- 230V, 50-60Hz
Exist. Changeroom(l) 2		4.4	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life,	636 m^3/h	41 Watts, 1PH, 120- 230V, 50-60Hz

Room name	Room number	Floor area	Description/ Specification	Fan Duty	Electrical power requirements
			maintenance free bearings ensure suitability for running at any angle. - Window mount - Variable speed - 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay		
Exist. Changeroom(l) 2-wc		1.3	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life, maintenance free bearings ensure suitability for running at any angle. - Window mount - Variable speed - 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay	229 m^3/h	9.5 Watts, 1PH, 120- 230V, 50-60Hz
Exist. Changeroom (l) 3		26	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life, maintenance free bearings ensure suitability for running at any angle. - Window mount - Variable speed - 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay	1546 m^3/h	85 Watts, 1PH, 120- 230V, 50-60Hz
Exist. Changeroom(r) 1		12.3	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life, maintenance free bearings ensure suitability for running at any angle. - Window mount - Variable speed - 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay	1546 m^3/h	85 Watts, 1PH, 120- 230V, 50-60Hz
Exist. Changeroom(r) 1 -wc		1.6	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life, maintenance free bearings ensure suitability for running at any angle. - Window mount - Variable speed - 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay	229 m^3/h	9.5 Watts, 1PH, 120- 230V, 50-60Hz
Exist. Changeroom(r) 2		12.3	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life, maintenance free bearings ensure suitability for running at any angle.	1546 m^3/h	85 Watts, 1PH, 120- 230V, 50-60Hz

Room name	Room number	Floor area	Description/ Specification	Fan Duty	Electrical power requirements
			- Window mount - Variable speed - 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay		
Exist. Changeroom(r) 2-wc		1.6	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life, maintenance free bearings ensure suitability for running at any angle. - Window mount - Variable speed - 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay	229 m^3/h	9.5 Watts, 1PH, 120- 230V, 50-60Hz
Exist. Changeroom(r) 3		12.3	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life, maintenance free bearings ensure suitability for running at any angle. - Window mount - Variable speed - 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay	1546 m^3/h	85 Watts, 1PH, 120- 230V, 50-60Hz
Exist. Changeroom(r) 3-wc		1.6	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life, maintenance free bearings ensure suitability for running at any angle. - Window mount - Variable speed - 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay	229 m^3/h	9.5 Watts, 1PH, 120- 230V, 50-60Hz
Female ablutions area	G.05	22	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life, maintenance free bearings ensure suitability for running at any angle. - Window mount - Variable speed - 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay	1546 m^3/h	85 Watts, 1PH, 120- 230V, 50-60Hz
Female ablutions area	F.07	26	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life, maintenance free bearings ensure suitability for running at any angle. - Window mount - Variable speed	1546 m^3/h	85 Watts, 1PH, 120- 230V, 50-60Hz

Room name	Room number	Floor area	Description/ Specification	Fan Duty	Electrical power requirements
			- 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay		
Male ablutions area	G.04	17	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life, maintenance free bearings ensure suitability for running at any angle. - Window mount - Variable speed - 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay	1546 m^3/h	85 Watts, 1PH, 120- 230V, 50- 60Hz
Male ablutions area	F.06	18	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life, maintenance free bearings ensure suitability for running at any angle. - Window mount - Variable speed - 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay	229 m^3/h	9.5 Watts, 1PH, 120- 230V, 50- 60Hz
Plant room	G.03	45	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life, maintenance free bearings ensure suitability for running at any angle. - Window mount - Variable speed - 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay	1546 m^3/h	85 Watts, 1PH, 120- 230V, 50- 60Hz
Change room	S.07	18	Reversible and features a totally enclosed external rotor motor providing constant volume outputs, even in gusty weather. Pre-balanced impellers eliminate “fan judder” and ensure quiet, trouble-free operation. Sealed for life, maintenance free bearings ensure suitability for running at any angle. - Window mount - Variable speed - 2 Speed with controller. - Automatic shutter - Intake & extract. - Time delay	1546 m^3/h	85 Watts, 1PH, 120- 230V, 50- 60Hz

Table 5: Inline-axial fans specification

Room name	Room number	Floor area	Description/ Specification	Fan Duty	Electrical power requirements
Main stage	G.16	45	Direct drive adjustable pitch axial flow fan 4 pole, 1140rpm	1845 m^3/h	1.1 Amps, 3PH, 400V, 50- 60Hz

AIR DISTRIBUTORS AND EXTRACTORS (DIFFUSERS, GRILLES)

The above-mentioned items will be selected and placed in such a manner to ensure even distribution and extraction of air. The existing air terminals connecting to the ducting will be reused. With the installation, the following will be considered when completing the installation:

- Direction of airflow (supply or extraction).
- Amount of airflow.
- Operating pressure limitations.
- Connection ducting.
- Area's sensitivity to noise.
- Air-throw area.
- Architectural requirements.

The air terminals selected for the building based on the air flow required are shown in the tables below:

Table 6: Typical Air-terminal fittings

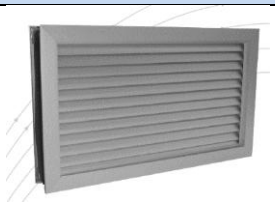
Air-terminals	
Unit type	**Typical Image**
Door grilles (DG)	

Table 7: Air terminal specification

Air terminal type	Description/ Specification	Size, mm (W x H)
Door Grille	Aluminuin, Non-vision grilles type, suitable for air transfer and exhaust air. Consisting of a surrounding front border with horizontal, fixed inverted vee blades and suitable for visible screw fixing (border counter punched), with a matching rear frame for door installation	550 x 400

INTERNAL HEAT LOADS

Air-conditioning is designed based on the site outdoor climatic conditions as well as internal heat gains to obtain maximum thermal comfort within the building. To compensate for efficiencies and losses, a design factor of 20% is incorporated into the heat load design.

Internal heat gains are categorised as:

- Occupant heat gains
- Electrical equipment heat gains
- Lighting heat gains

EXTERNAL HEAT GAINS

Windows, especially windows exposed to direct sunlight, have a vast influence on heat gains due to solar radiation. External heat gains can be categorised as:

- Warm air is mechanically introduced into the building.
- Warm air through cracks, windows, and doors.
- Conduction from exterior walls and windows.
- Solar radiation

Excel spreadsheet calculations were used to analyse the thermal heat gains on the building, fundamentally

making use of the heat gain calculation for each room. The calculated heat gain was used to size the air-conditioning units for the specified area to be air-conditioned. With the calculation results, we were able to select the following air-conditioning units indicated in Table 8: Selected AC Units.

Table 8: Typical Air-Conditioning units

Air conditioning Units	
Unit type	**Typical Image**
Air-Handling-Units (AHU)	 
Air-cooled VRV Air-conditioning Condenser Out-door Units (ODU)	
Centralised remote controller	

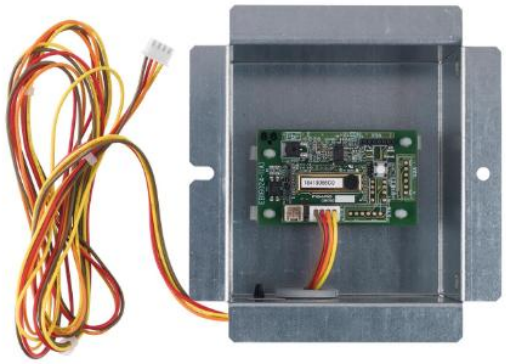
Air conditioning Units	
Unit type	**Typical Image**
CO_2 sensor	

Table 9: Air Handling Unit Specification

Room name	Room No.	Floor area	Design airflow (l/s)	Description/ Specification	Electrical power requirements
First floor foyer	F.01	155	387.5	**Modular Air-Handling Unit – AHU 1** Air flow = 8806.52 m^3/h (min) External static pressure = 200 Pa - Rotary heat recovery (Sensible or Sorption) - Compact design - Indoor and outdoor versions -Thermal bridge free for the entire AHU -DX cooling system integration -Advanced control features -Monitoring and control through -Air flow or pressure control (Variable Air Volume - Constant Air Volume) -Economy and Night mode operation	9.62 Amps, 3PH, 400V, 50-60Hz
Barn extension	S.09	20	133.56		
The barn	S.01	177	2015.83		
Bar1	F.02	12	92.67		
Bar2	F.10	10	77.22		
Lighting control	G.07	12	166.67		
Office1	G.13	8	11.56		
Office2	F.13	10	25.56		
Office3	F.14	10	25.56		
Office4	F.15	10	25.56		
Office5	F.16	10	25.56		
Passage	S.02	27	67.50		
Passage	F.12	22	56.22		
Security	G.12	8	20.44		
Sound booth	S.10	193	1288.81		
Sound control	G.06	6	83.33		
Staff circulation	F.11	27	69.00		
Tech office1	G.18	8	11.56		
Tech office2	G.19	8	11.56		
Managers office	F.19	36	92.00		
Room name	**Room No.**	**Floor area**	**Design airflow (l/s)**	**Description/ Specification**	**Electrical power requirements**
Auditorium	G.17	335	7435.14	**Modular Air-Handling Unit – AHU 2** Air flow = 33542 m^3/h (min) External static pressure = 200 Pa - Rotary heat recovery (Sensible or Sorption) - Compact design - Indoor and outdoor versions -Thermal bridge free for the entire	3PH, 400V, 50-60Hz
Main stage	G.16	45	512.50		
Balcony seating	S.08	205	1281.25		

Room name	Room No.	Floor area	Design airflow (l/s)	Description/ Specification	Electrical power requirements
				AHU -DX cooling system integration -Advanced control features -Monitoring and control through -Air flow or pressure control (Variable Air Volume - Constant Air Volume) -Economy and Night mode operation	
Room name	**Room No.**	**Floor area**	**Design airflow (l/s)**	**Description/ Specification**	**Electrical power requirements**
Balcony seating	S.08	205	1281.25	**Modular Air-Handling Unit – AHU 3** Air flow = 46125.5 m^3/h (min) External static pressure = 200 Pa - Rotary heat recovery (Sensible or Sorption) - Compact design - Indoor and outdoor versions -Thermal bridge free for the entire AHU -DX cooling system integration -Advanced control features -Monitoring and control through -Air flow or pressure control (Variable Air Volume - Constant Air Volume) -Economy and Night mode operation	4.23 Amps, 3PH, 400V, 50-60Hz

Table 10: VRV Specification

Room name	Room No.	Floor area	Design airflow (l/s)	Description/ Specification	Electrical power requirements
Plant Room	S.07	18		**VRV Units** Capacity range = 54 HP Cooling capacity, Nom = 151.2 kW Heating capacity, Nom = 46125.5 m^3/h (min) -Air-cooled, heat-recovery heat pump	125 Amps, 3PH, 400V, 50- 60Hz

Table 11: Controls

Item	Description/ Specification
Central remote controller	The iTouch is our advanced centralized controller. It can control up to 64 indoor unit groups (128 indoor units). It has independent cool and heat setpoints for occupied and unoccupied conditions. • On/Off • Operation Mode (Cool, Heat, Fan, Dry) • Independent Cooling and Heating setpoints in the occupied mode • Independent Setup (Cooling) and Setback (Heating) setpoints in the unoccupied mode adjustable to 40 - 95°F (5 - 35°C) • Fan Speed • Airflow direction (dependent upon indoor unit type) • Setpoint Range Limitation • Remote controller permit/prohibit of On/Off, Mode, and Setpoint • Touch screen (display) lockout • Provides battery backup power for up to 2 years in total time for the clock.

Table 12: CO2 Sensor

Item	Description/ Specification
CO_2 Sensor	• Ensures the right CO2 levels to create an enjoyable environment • Prevents energy losses from over-ventilation

LIFT INSTALLATION

GENERAL

The Contractor shall supply, deliver, install, test and commission a new 8–12 passenger, 2-stop lift for installation in the existing shaft (approx. 2070 mm width x 2250 mm depth). The Contractor shall verify all shaft dimensions on site prior to manufacture and installation.
The lift shall be equal or approved equivalent to Kone, to match the existing lifts currently in service and maintained on site.

APPLICABLE STANDARDS AND LEGISLATION

The lift installation shall comply with the latest editions of:

- SANS 1545-1: Lifts for the transport of persons and goods – Safety rules for the construction and installation
- SANS 50081-20: Safety rules for passenger and goods passenger lifts – Passenger lifts
- SANS 50081-50: Examinations and tests
- Occupational Health and Safety Act (Act 85 of 1993) – Driven Machinery Regulations

LIFT PERFORMANCE AND CAPACITY

- Rated load: minimum 1000 kg (8–12 passengers)
- Stops: 2 stops, serving ground and first floor (exact floor levels to be confirmed on site)
- Speed: 1.0 m/s nominal travel speed (typical for a 2-stop passenger lift)
- Duty classification: passenger lift, continuous duty
- Operation: automatic, simplex control system with landing call stations at each served level
- Electrical requirements: 400 V, 3-phase + neutral + earth, 50 Hz, protected by a 30 A 3-pole circuit breaker, with a dedicated isolator located adjacent to the lift machine space or control panel. The contractor shall confirm the final connected load and breaker sizing with the lift supplier and submit to the Engineer for approval.
- Emergency power: the lift shall be fitted with an auto-rescue device capable of lowering the car to the nearest floor and opening the doors in the event of a mains power failure. The rescue device shall be battery-backed or compatible with a building emergency power supply if available.

EQUIPMENT AND MATERIALS

- Lift car with powder-coated or stainless-steel finishes, LED lighting, handrails and non-slip flooring
- Automatic landing doors and frames at each served level, fire rated where required by regulation
- Car operating panel and landing operating panels at both floors with Braille and tactile markings in accordance with accessibility standards
- Emergency two-way communication device in car, connected to the building security or maintenance office
- Gearless traction or equivalent drive system, subject to shaft conditions, with counterweight and overspeed governor
- Guide rails, buffers, safety gear, pit equipment and car top safety devices in accordance with SANS 1545-1
- Control system to include floor position indicators, fault diagnostics, emergency stop, and compliance with energy efficiency standards
- All cables, trunking and electrical accessories required for safe and reliable operation
- Machine room or machine-room-less (MRL) design, depending on shaft suitability

DOCUMENTATION AND COMPLIANCE

The Contractor shall provide all statutory and commissioning documentation, including:

- Annexure A and Annexure B (Lift Registration with DoL/DoE)
- Complete wiring diagrams and schematic drawings
- User and maintenance manuals
- Certificates of inspection and load testing in accordance with SANS 50081-50
- As-built drawings and preventive maintenance schedules

TESTING AND COMMISSIONING

- Functional and safety tests shall be carried out in the presence of the Engineer and Department of

Employment and Labour inspector.

- All components including brakes, overspeed governor, safety gear, buffers and emergency power system shall be tested.
- Load test shall be conducted at 125% of rated capacity in accordance with SANS 50081-50.
- Certificates of Compliance shall be issued prior to handover.

HANDOVER

- The lift shall be handed over fully operational, safe, and ready for service.
- Training shall be provided to maintenance staff and operators on basic troubleshooting, emergency procedures, and routine inspection tasks.
- A defects liability period shall apply as per the Conditions of Contract, during which the contractor shall attend to faults at no additional cost.

FIRE PROTECTION SERVICES

GENERAL

The Contractor shall evaluate, test, service and recommission the existing fire protection installations at the Mandela Bay Theatre Complex to ensure full statutory compliance and reliable operation. All work shall be carried out in accordance with the latest editions of the relevant SANS standards, the Occupational Health and Safety Act (Act 85 of 1993), and municipal fire safety requirements.

SPRINKLER SYSTEM (SANS 10287)

- Conduct hydrostatic pressure and leak tests on the complete automatic sprinkler installation.
- Inspect all sprinkler heads; replace heads that are corroded, painted, damaged, or manufactured prior to current compliance standards.
- Inspect and service all sprinkler control valves, alarm valves and associated components.
- Replace defective or leaking pipework with seamless or welded medium pressure galvanized steel pipe in accordance with SANS 62-1 and fittings in accordance with SANS 62-2. Minimum working pressure 1.6 MPa, hot dip galvanized inside and out.

FIRE HOSE REELS AND HYDRANT RISERS (SANS 543 & SANS 10105-1/2)

- Inspect, test and service all hose reels, landing valves, hydrants and risers.
- Replace defective hoses, reels, valves, couplings or gaskets to ensure compliance with statutory requirements.
- Conduct flow and pressure testing in accordance with SANS 10105 to confirm performance.

PORTABLE FIRE EXTINGUISHERS (SANS 1475-1, SANS 1567, SANS 10400-T)

- Inspect, service and, where necessary, refill or replace all portable fire extinguishers.
- Extinguishers to be Dry Chemical Powder (DCP), CO_2, or water/foam type as appropriate for the risk area.
- All extinguishers to be mounted in accordance with SANS 10400-T, with valid service tags in accordance with SANS 1475-1 and cylinder specifications as per SANS 1567.

GAS SUPPRESSION SYSTEM (SANS 14520 SERIES)

- Conduct full evaluation, servicing and maintenance of the existing CO_2 suppression system.
- Inspect and hydrostatically test all cylinders in accordance with SANS 14520. Weigh contents and refill or replace cylinders where required.
- Calibrate or replace pressure gauges (glycerine-filled, stainless-steel case, 0–250 bar range).
- Inspect and service actuation devices, valves, discharge nozzles, and piping. Replace defective items as required using compliant materials (SANS 62-1/62-2).
- Verify operation of control panels, alarms and manual release devices.

FIRE SIGNAGE (SANS 1186 & SANS 10400-T)

- Supply and install illuminated LED exit signage, maintained type, in accordance with SANS 1186 and SANS 10400-T.
- Signs shall provide a minimum of 3 hours of emergency illumination with automatic battery charging and changeover circuitry.
- Signs shall be installed at all final exits and along escape routes to ensure visibility and direction of egress.

CERTIFICATION AND DOCUMENTATION

- All test results shall be recorded and submitted to the Engineer for approval.
- No remedial work shall be undertaken without written approval from the Engineer.

- On completion, the Contractor shall issue valid Certificates of Compliance for sprinklers, hose reels, hydrants, extinguishers, gas suppression and signage.
- Updated as-built drawings and maintenance schedules shall be submitted as part of the handover documentation.

PART C7: ANNEXURES

C7.1 ANNEXURE A - SBD4 - BIDDER'S DISCLOSURE

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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.

SBD4

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

C7.3 ANNEXURE B - SBD6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Youth (100% ownership) Youth (61 - 99% ownership) Youth (31 - 60% ownership) Youth (1 - 30% ownership) Youth ownership 0%	4 3 2 1 0	
Women (100% ownership) Women (61 - 99% ownership) Women (31 - 60% ownership) Women (1 - 30% ownership) Women ownership 0%	4 3 2 1 0	
Black100% ownership) Black (61 - 99% ownership) Black (31 - 60% ownership) Black (1 - 30% ownership) Black ownership 0%	4 3 2 1 0	
People living with disabilities	4	
Locality Based in Nelson Mandela Bay Metro Based in Eastern Cape	4	

Based in neighbouring provinces	3	
	2	
Based in other provinces	1	
Outside RSA	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

(c) cancel the contract and claim any damages which it has suffered

as a result of having to make less favourable arrangements due to such cancellation;

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

C7.5 ANNEXURE C - SBD8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)…… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……...	**……..**
Signature	**Date**
……	**……..**
Position	**Name of Bidder**

Js365bW

C7.6 ANNEXURE D - FUNCTIONALITY CRITERIA SCORESHEET

The attached tender functionality criteria score card forms part of the tender process. This will be scored on the relevant supporting documentation sent with the tender submission and will form Part of round 1. Each tenderer will be evaluated individually on the criteria submitted to support each section.

The tender will have to score a minimum of 70% in round 1 to go through to round 2, where the pricing and the Organ of State points criteria, of 80/20 preference point system will apply.

No.	Description	Criteria	Points	Points Achieved
1	**Company Background**			
1.1	**Established History**: Number of years in the HVAC supply and installation industry.	0-5 Years	1	
		6-8 Years	2	
		9-12 Years	3	
		>12 Years	5	
1.2	**Company Size and Structure**: Information about the organization's size, locations, and workforce.	0-5 People	1	
		6 - 20 People	2	
		21- 50 People	3	
		> 50 People	5	
1.3	**Company Location**: Company based in Nelson Mandela Metropole. Radius, in km, from the Gqeberha Town Hall	Outside 400km Distance	0	
		Outside the NMBM Metropole, but within 400km distance	10	
		Within the NMBM Metropole area	20	
2	**Relevant Project Experience**			
2.1	**Past Projects**: List of completed projects similar in scope and scale to the current tender.	No Information Supplied	0	
		Information Supplied	5	
		Information Confirmed	5	
3	**Technical Expertise**			
3.1	**HVAC Types**: Experience with various types of generators (e.g.,	No Information Supplied	0	
		Information Supplied	5	
3.2	**Installation Capabilities**: Proficiency in installation practices, including	No Information Supplied	0	
		Information Supplied	5	
4	**Maintenance and Support**			
4.1	**Service Agreements**: Description of maintenance support and service agreements offered.	No Information Supplied	0	
		Information Supplied	5	
		Information Acceptable	5	
4.2	**Response Times**: Historical data on response times for service calls or emergencies.	No Information Supplied	0	
		Information Supplied	5	
		Information Acceptable	5	
4.3	**Maintenance Support Location**: Company based in Nelson Mandela Metropole. Radius, in km, from the Gqeberha Town Hall, with full support team, workshop and vehicles.	Outside 400km Distance	0	
		Outside the NMBM Metropole, but within 400km distance	5	
		Within the NMBM Metropole area	10	
5	**Safety Record**			
5.1	**Safety Practices**: History of safety performance, including accident rates and safety training programs.	No Information Supplied	0	
		Information Supplied	5	
		Information Acceptable	5	
5.2	**Compliance with Safety Standards**: Adherence to industry safety standards during installation and operation.	No Information Supplied	0	
		Information Supplied	2.5	
		Information Acceptable	2.5	
6	**Project Management Skills**			
6.1	**Project Management Experience**: Proven track record of managing projects on time and	No Information Supplied	0	
		Information Supplied	5	
		Maximum Points	100	
		Score Achieved by Tenderer		

C7.7 ANNEXURE E - MWA GUARANTEE FOR CONSTRUCTION

MWA GUARANTEE FOR CONSTRUCTION

For use with **JBCC Minor Works Agreement** state edition / date

GUARANTOR DETAILS

Guarantor:			
Physical address:			
Guarantor's signatory 1:		Capacity	
Guarantor's signatory 2:		Capacity	
Employer:			
Contractor:			
Principal Agent:			
Works:			
Site:			
Contract Sum	Accepted amount inclusive of tax	Currency	**R**
...amount in words			
Contract Sum	Accepted amount inclusive of tax	Currency	**R**

...amount in words	
Security expiry date:	

AGREEMENT DETAILS

Agent issues:	JBCC format Payment Certificates, Final Payment Certificate, Certificate of Practical Completion and Certificate of Final Completion

1.0 The Guarantor's liability shall be limited to the diminishing amounts of the Guarantee Sum as follows:

	GUARANTOR'S LIABILITY	**PERIOD OF LIABILITY**
1.1.1	Maximum Guaranteed Sum (not exceeding 6.0% of the contract sum) in the amount of: R Amount in words	From and including the date of issue of this MWA Guarantee for Construction and up to and including the date of Certificate of Practical completion
1.1.2	Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of: R Amount in words	From and including the date of Certificate of Practical completion and up to and including the date of the Certificate of Final Completion

1.1.3	Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of :	From and including the day after the date of the Certificate of Final Completion and up to and including the date of issue of the Final Payment Certificate where payment is due to the Contractor, whereupon this MWA Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Employer, this MWA Guarantee for Construction shall expire on payment of the full amount

R

Amount in words

2.0 The Guarantor's liability limits set out in 1.1 to 1.3 shall apply in respect of any claim received by the Guarantor during the Security validity period:

3.0 The Guarantor hereby acknowledges that:

3.1 Any reference in this MWA Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship

3.2 Its obligation under this Guarantee is restricted to the payment of money

3.3 Reference to a Certificate of Practical Completion or to a Certificate of Final Completion shall mean such certificate as issued by the Agent

4.0 Subject to the Guarantor's maximum liability referred to in 1.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3 :

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the date of issue of the first written demand notice in terms of 4.1 and that the sum certified has still not been paid to date. The Employer herewith calls up this MWA Guarantee for Construction and demands payment of the sum certified from the Guarantor

4.3 A copy of the applicable payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified

5.0 Subject to the Guarantor's maximum liability referred to in 1.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this MWA Guarantee for Construction stating that :

5.1 The Agreement has been terminated due to the Contractor's default and that the MWA Guarantee for Construction is called up in terms of 5.0. The demand shall enclose a copy of the notice of termination; or called up in terms of 5.0. The demand notice shall enclose a copy of the notice of termination; or

5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the MWA Guarantee for Construction is called up in terms of 5.0. The demand shall enclose a copy of the court order

6.0 It is recorded that the aggregate amount of payments required to be made by the Guarantor in

terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0

7.0 Where the Guarantor is a p79ed insurer and has made payment in terms of 5.0, the Employer shall within one hundred and twenty (120) calendar days of receipt of payment submit an expense account to the Guarantor showing how all monies received in terms of the MWA Guarantee for Construction have been expended or will be expended, and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this MWA Guarantee for Construction shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date of payment by the Guarantor to the Employer until the date of refund

8.0 Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor

9.0 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this MWA Guarantee for Construction on account of any conduct alleged to be prejudicial to the Guarantor

10.0 The Guarantor chooses the physical address as stated above for all purposes in connection herewith

11.0 This MWA Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of either 1.3, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this MWA Guarantee for Construction shall be returned to the Guarantor after it has expired

12.0 This MWA Guarantee for Construction, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order

13.0 Where this MWA Guarantee for Construction is issued in the Republic of South Africa, the Guarantor hereby consents to the jurisdiction of a court in the area where the project is located

Signed at _____ Date _____

Guarantor's Signatory 1 _____ Guarantor's Signatory 2 _____

Witness _____ Witness _____

Guarantor's seal or stamp _____

C7.8 ANNEXURE F - WAIVER OF LIEN

WAIVER OF LIEN

Principal Building Agreement	Edition used	
Minor Works Agreement	Edition used	

Contractor:	
Employer:	
Works:	
Site:	

AGREEMENT

The **contractor** waives, in favour of the **employer**, any lien or right of retention that is or may be held in respect of the **works** to be executed on the **site**

This waiver shall only come into effect on provision by the **employer** of a **security for payment** in for fulfilment of obligations in terms of the identified **agreement**.

This done and signed at		Date	
Name of Signatory		Capacity	

for and on behalf of the Contractor who by signature warrants authorisation hereto

Signature of witness

Contractor:			
Street Address:		Code:	
Postal Address:		Code:	
E-mail:		Mobile:	
Fax:		Telephone:	

C7.9 ANNEXURE G - GUARANTEE FOR ADVANCE PAYMENT

GUARANTEE FOR ADVANCE PAYMENT

For use with **JBCC Principal Building Agreement** State edition / date

For use with **JBCC NSSA Subcontract Agreement** State edition / date

For use with **JBCC Minor Works Agreement** State edition / date

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Guarantor:

Physical address:

Guarantor's signatory 1: Capacity

Guarantor's signatory 2: Capacity

Employer:

Recipient:

Contractor:

Contractor:

Principal Agent:

Works:

Site:

Guaranteed Advance Payment Sum (maximum aggregate amount) Currency

…amount in words:

Security expiry date:

AGREEMENT DETAILS

Agent issues: JBCC format Interim Payment Certificate, interim Recovery Statements

1.0 GUARANTEE FOR ADVANCE PAYMENT

1.1 The particulars of the recoupment of the Advance Payment sum are set out in the following schedule:

Recoupment period	(no of months)	
Recoupment period commencement	(start months)	
Monthly recoupment (amount)	(amount)	
Note : Where the recoupment amounts and/or periods are irregular a schedule of recoupment amounts and dates must be attached		

1.2 The Guarantor's liability shall be limited to the outstanding diminishing amounts of the guaranteed Advance Payment sum as follows:

1.2.1 The guaranteed Advance Payment Sum on receipt thereof by the Recipient

1.2.2 The full outstanding balance after the deduction of each recoupment made in terms of the monthly payment certificate as stated in 1.1

1.2.3 After the deduction of the last scheduled recoupment payment or on settlement of the full outstanding balance this Guarantee for Advance Payment shall expirer

2.0 The Guarantor acknowledges that:

2.1 Any reference in this Guarantee for Advance Payment to the Agreement is made for the purpose of convenience and shall not be construed as any intention to create an accessory obligation or any intention to create a suretyship

2.2 Its obligation under this Guarantee for Advance Payment is restricted to the payment of money

2.3 Reference to a recovery statement or a Payment Certificate shall mean such certificate as issued by the Principal Agent

3.0 Subject to the Guarantor's maximum liability referred to in 1.0 the Guarantor undertakes to pay the Employer the sum certified on receipt of the documents identified in 3.1 to 3.3

3.1 A copy of a first written demand notice issued by the Employer to the Recipient stating that payment of a sum certified by the Principal Agent has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2

3.2 A first written demand notice issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Recipient stating that a period of seven (7) calendar days has elapsed since the issue of the first written demand notice in terms of 3.1 and that the sum certified has not been paid to date. The Employer herewith calls up this Guarantee for Advance Payment and demands payment of the sum certified from the Guarantor

3.3 A copy of the recovery statement and payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 3.0

4.0 Subject to the Guarantor's maximum liability referred to in 1.0 the Guarantor undertakes to pay the Employer the guaranteed Advance Payment Sum or the full outstanding balance upon receipt of a first written demand notice from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee for Advance Payment stating that:

4.1 The Agreement has been terminated due to the Recipient's default and that the Guarantee for Advance Payment is called up in terms of 4.0. The demand shall enclose a copy of the notice of termination; or

4.2 A provisional sequestration or liquidation court order has been granted against the Recipient and that the Guarantee for Advance Payment is called up in terms of 4.0. The demand shall enclose a copy of the court order

5.0 The aggregate amount of payments made by the Guarantor in terms of 3.0 and 4.0 shall not exceed the Guarantor's maximum liability in terms of 1.0

6.0 Payment by the Guarantor in terms of 3.0 or 4.0 shall be made within seven (7) calendar days on receipt of the first written demand notice to the Guarantor

7.0 The Employer shall have the absolute right to arrange his affairs with the Recipient in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee for Advance Payment on account of any conduct alleged to be prejudicial to the Guarantor

8.0 The Guarantor chooses the physical address as stated above for all transactions in connection with this Guarantee

9.0 This Guarantee for Advance Payment is neither negotiable nor transferable and shall expire upon payment of the Final Payment Certificate in terms of the Agreement or on payment in full of the guaranteed Advance Payment Sum or on the expiry date of the Security, whichever is the earlier, whereafter no claims will be considered by the Guarantor. The original Guarantee for Advance Payment shall be returned to the Guarantor after it has expired

10.0 This Guarantee for Advance Payment, with the required demand notices in terms of 3.0 or 4.0, shall be regarded as a liquid document for the purpose of obtaining a court order

Signed at _____ Date _____

Guarantor's Signatory 1 _____ Guarantor's Signatory 2 _____

Witness _____ Witness _____

Guarantor's seal or stamp _____

C7.10 ANNEXURE H - MATERIALS AND GOODS STORED ON SITE

APPLICATION FOR PAYMENT IN RESPECT OF MATERIALS AND GOODS STORED ON SITE
(Clause A19.3.2 & A19.6 of the Preliminaries)

Project ----------

Applicant ----------
(Contractor / Subcontractor / Supplier)

Contractor ----------

Employer ----------

I/We, hereby apply for payment in respect of materials and good on site to the value of

R ----------

(----------

----

all as per attached schedule (with materials separated into work groups as defined by CPAP, if applicable

I/We certify that these materials and goods have been supplied without suspensive conditions and are my / our bona fide property, ownership of which has passed to me/us according to law. Furthermore, these materials shall become the property of the employer om payment thereof.

---------- ----------
Name of signatory | Capacity of authorised signatory

---------- ----------
for and on behalf of the Applicant who by his signature warrants authorisation hereto | As witness

C7.10 ANNEXURE H - MATERIALS AND GOODS STORED ON SITE

C7.11 ANNEXURE I - MATERIALS AND GOODS STORED OFF SITE

APPLICATION FOR PAYMENT IN RESPECT OF MATERIALS AND GOODS STORED OFF SITE
(Clause A19.3.2 & A19.6 of the Preliminaries)

Project ----------

Applicant ----------
(Contractor / Subcontractor / Supplier)

Contractor ----------

Employer ----------

I/We, hereby apply for payment in respect of materials and good on site to the value of

R ----------

(----------

----

all as per attached schedule (with materials separated into work groups as defined by CPAP, if applicable

I/We certify that these materials and goods have been supplied without suspensive conditions and are my / our bona fide property, ownership of which has passed to me/us according to law. I/We shall provide the employer with a guarantee for advance payment and, if applicable, a Waiver of Hypothec from the Landlord of the premises where the materials and goods are being stored. Furthermore, these materials shall become the property of the employer om payment thereof.

---------- ----------
Name of signatory Capacity of authorised signatory

---------- ----------
for and on behalf of the Applicant who by his signature warrants authorisation hereto As witness

C7.12 ANNEXURE J - UNDERTAKING DESIGN RESPONSIBILITY

FOR INDEMNITY BY CONTRACTOR UNDERTAKING DESIGN RESPONSIBILITY
(Clause A7.1 of the Preliminaries)

employer ----------

project ----------

Principal Contractor ----------

We the Contractor, hereby indemnify and hold free : ----------

- the engineer ----------

- and the employer ----------

for responsibility for any claim or proceeding whatsoever due to fault in the design, detailing, calculations, manufacturing and erection of the work to the extent that such design is undertaken by us. With regard to the assumption of such design responsibility, we undertake, in addition, to provide professional indemnity cover to the extent as may reasonably be required by the principal agent.

Summary description of works for which the Contractor accepts design responsibility:

Signed at ---------- on this ---------- day of ----------

hereby agrees that the material and/or goods stored upon the above premises for the account of

---

Name of signatory Capacity of authorised signatory

---

for and on behalf of the Applicant who by his signature warrants authorisation hereto

---

As witness

C7.13 ANNEXURE K - HEALTH & SAFETY SPECIFICATIONS

HEALTH & SAFETY SPECIFICATIONS

The health and safety can be obtained from the Mandela Bay Theatre Complex and will be within accordance of the relevant regulation of South Africa construction industry.

C7.14 ANNEXURE L – CONSTRUCTION DRAWINGS

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the RFQ documents for the receipt of RFQs.

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

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

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

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

1.6 "Day" means calendar day.

1.7 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.8 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

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

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

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

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

1.13 "GCC" means the General Conditions of Contract.

1.14 "Services" means all of the actions/activities that the supplier is required to perform for/or on behalf of the purchaser under the contract.

1.15 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.16 "Project site," where applicable, means the place indicated in RFQ documents.

1.17 "Purchaser" means the organization purchasing the Services.

1.18 "Republic" means the Republic of South Africa.

1.19 "SCC" means the Special Conditions of Contract.

1.20 "Supplier" means Amilak Training Center being the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to Air Chefs.

1.21 "Tort" means in breach of contract.

1.22 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all RFQs, contracts and orders including RFQs for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the RFQ documents.

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

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

3. General

3.1 Unless otherwise indicated in the RFQ documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of an RFQ.

3.2

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the Purchaser, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the Purchaser.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

24. Antidumping and countervailing duties and rights

24.1 When, after the date of RFQ, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

28. Limitation of Liability

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a RFQ SARS must have certified that the tax matters of the preferred bidder are in order.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restricted practices

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

35.2 If a contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.

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