



Supplier Park Development Company SOC Ltd t/a  
**Automotive Industry Development Centre**  
*Your partner in becoming globally competitive*

## AUTOMOTIVE INDUSTRY DEVELOPMENT CENTRE – BID DOCUMENT

**Bid Number:** AIDC\_T08\_2022/23

**Bid Title:** BIDDERS WITH CIDB GRADING OF 3ME OR HIGHER ARE INVITED FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AIRCONDITIONER SYSTEM AT BUILDING F1 AND BUILDING F3 WITHIN THE AUTOMOTIVE SUPPLIER PARK IN ROSSLYN

**Issue Date:** 13 January 2023  
**Site Meeting Date:** 23 January 2023  
**Site Meeting Date extended to:** 26 January 2023  
**Site Meeting Time:** 13:00  
**Closing Date:** 08 February 2023  
**Closing date extended to:** 13 February 2023  
**Closing Time:** 11:00  
**Tender Validity:** 120 days

**Compulsory Briefing Session:** Yes ☒ No ☐

**Venue:** Automotive Supplier Park, 30 Helium Road, Rosslyn 0200

Bidder's details	
Company name:	
Company registration no:	
CSD registration no:	
Contact person:	
Tel number:	
Cell number:	
Email address:	

<b>OVERALL PROJECT GRAND TOTAL (VAT Inclusive)</b>	<b>R</b> _____
--	----------------

## 1. NOTICE TO BIDDERS

This original published document:

- a) May not be altered in any way.
- b) Must be completed in black ink and the relevant handwriting to be eligible.
- c) Bidders to attach all returnable documents as required
- d) The binding method to be appropriate and bidders are encouraged to avoid submission of loose pages

## 2. STANDARDS APPLICABLE TO THIS DOCUMENT

- a) CIDB  
*Standard for uniformity in engineering and construction works contracts, August 2019*
- b) JBCC  
*Joint building contracts committee edition 5.2, 2018*
- c) The contents of this document, as presented.
- d) SANS 10845 - 3  
*Standard conditions of tender.*

## CONTENTS

	<b><u>PAGE</u></b>
COVER PAGE	
Notice to Bidders	2
Standards applicable to this document	2
Contents	2

## THE TENDER

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
<b>PART T1</b>	<b>TENDERING PROCEDURES</b>	<b>4</b>
T 1.1	Tender Notice and Invitation to Tender	5
T 1.2	Tender Data	7
<b>PART T2</b>	<b>RETURNABLE DOCUMENTS</b>	<b>22</b>

## THE CONTRACT

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
<b>PART C1</b>	<b>AGREEMENT and CONTRACT DATA</b>	<b>48</b>
C 1.1	Form of Offer and Acceptance	50
C 1.2	Contract Data	54
C 1.3	Agreement in Terms of the Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	69
<b>PART C2</b>	<b>PRICING DATA</b>	<b>72</b>
C 2.1	Pricing Instructions	73
C 2.2	Pricing Schedule	75
<b>PART C3</b>	<b>SCOPE of WORK</b>	<b>78</b>
C 3.1	Description of Works	79
C 3.5	Health and Safety	82
<b>PART C4</b>	<b>SITE INFORMATION</b>	<b>85</b>
C 4.1	Site Information	85
<b>ANNEXURES</b>		
Appendix A	SHEQ Specifications	86
Appendix B	Local Content	87

# **PART T1      TENDERING PROCEDURES**

# **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bids are hereby invited from experienced contractors for the supply, delivery, installation, and commissioning of air conditioner system at building F1 and building F3 within the automotive supplier park in Rosslyn, Pretoria

Tender No	Project Description	CIDB Grading	Compulsory Meeting and Site Inspection Date	Closing Date
AIDC_T08_2022/23	THE SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF AIR CONDITIONER SYSTEM AT BUILDING F1 AND BUILDING F3 WITHIN THE AUTOMOTIVE SUPPLIER PARK IN ROSSLYN, PRETORIA	3 ME or HIGHER	26 JANUARY 2023 AT 13:00, AUTOMOTIVE SUPPLIER PARK, HELLIUM STREET, ROSSLYN, PRETORIA	13 FEBRUARY 2023 AT 11:00

Bidders must download a copy of the bid document and supporting annexures on the following websites:

GGDA - [www.ggda.co.za](http://www.ggda.co.za) AIDC - [www.aidc.co.za](http://www.aidc.co.za) and National e-Tender Portal: [www.etenders.gov.za](http://www.etenders.gov.za), free of charge.

Duly completed bid documents and supporting documents together with the bid document must be sealed in an envelope clearly marked: “**BID NO: AIDC\_T08\_2022/23 THE SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF AIR CONDITIONER SYSTEM AT BUILDING F1 AND BUILDING F3**” with the name of the bidder shall be placed in the bidbox at AUTOMOTIVE INDUSTRY DEVELOPMENT CENTRE at 30 HELIUM STREET, ROSSLYN, before 11:00 on the closing date.

Procurement Enquiries: Mitta Mashishi at Tel: (012) 564 5001, Email: [aidctenders@aidc.co.za](mailto:aidctenders@aidc.co.za)

## **T1.2 TENDER DATA**

## T1.2 TENDER DATA

Clause Number	
	<p>The conditions of tender are those contained in the published Annexure F of the CIDB standard for uniformity for construction procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015, and as amended from time to time (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>)</p> <p>The standard conditions of tender makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the above-mentioned standard conditions of tender.</p>
F.1.1	The Employer is: <b>AUTOMOTIVE INDUSTRY DEVELOPMENT CENTRE, 30 HELIUM STREET, ROSSLYN</b>
F.1.2	<p>For this contract the single volume approach is adopted.</p> <p>The tender documents issued by the Employer have been compiled under the headings as outlined in the CIDB standard for uniformity in construction procurement and therefore comprise:</p> <p><b>THE TENDER</b></p> <p><b>Part 1 Tendering Procedures</b></p> <p>T1.1 Tender Notice and Invitation to Tender</p> <p>T1.2 Tender Data</p> <p><b>Part 2 Returnable Documents</b></p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part 1 Agreement and Contract</b></p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p><b>Part 2 Pricing Data</b></p> <p>C2.1 Pricing Assumptions</p> <p>C2.2 Pricing Schedule</p>
	<p><b>Part 3 Scope of Works</b></p> <p>C3.1 Scope of Works</p> <p><b>Part 4 Site Information</b></p> <p>C4 Site Information</p> <p><b>Appendices</b></p> <p>Annexure A SHEQ Specification</p> <p>Annexure B Local Content</p>



<b>F.2.1</b>	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>a) CIDB registration</p> <p>Only those tenderers who are registered with the CIDB or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 3ME of construction work, are eligible to have their tenders evaluated.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> <li>(1) every member of the joint venture is registered with the CIDB;</li> <li>(2) the lead partner has a contractor grading designation in the <b>2 ME or Higher class</b> of construction work; and</li> <li>(3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>3ME or Higher class</b> of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>
<b>F2.2.1</b>	<p>The bidder accepts that, unless otherwise stated in the tender data, 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 complies with requirements.</p>
<b>F.2.3</b>	<p>The bidder to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
<b>F.2.4</b>	<p>The bidder to treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
<b>F.2.6</b>	<p>The bidder Acknowledges receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
<b>F.2.7</b>	<p>Bidder to attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.</p>

<b>F.2.10</b>	<p>F.2.10.1 bidder to include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable before the closing time stated in the tender data.</p> <p>F.2.10.3 The bidder to provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.</p> <p>F.2.10.4 The bidder to state the rates and prices in Rand unless instructed otherwise in the tender data.</p>
<b>F.2.11</b>	<p>Bidder shall not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
<b>F.2.12</b>	<p>Alternative tenders are not applicable for this tender.</p>
<b>F.2.13</b>	<p>1.1. The Supplier Park Development Company (SOC) Ltd trading as AIDC considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to AIDC. All information contained in any subsequent documentation shall be marked "COMPANY CONFIDENTIAL".</p> <p>1.2. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.</p> <p><b>All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document.</b></p> <p>1.3.</p> <p>1.4. All the documentation submitted in response to this invitation to bid must be in English.</p> <p>1.5. The service provider should verify the numbers of the pages of this document to satisfy themselves that none are missing or duplicated. No liability will be accepted by AIDC regarding anything arising from the fact that pages are missing or duplicated.</p> <p>1.6. <b>Please make proper division and reference/index your bid document and bid supporting documents attached.</b></p> <p>1.7 <b>Tender</b> responses should be submitted as follows:  <b>1 HARD COPY (1 x ORIGINAL + 1 x USB MEMORY STICK)</b> in a sealed envelope/package endorsed, "AIDC_T08_2022/23", with the service provider's details on the back of the envelope or on the front. The sealed envelope/package must be placed in the bid box at the Main Entrance Gate, Automotive Supplier Park, 30 Helium Road, Rosslyn X2, <b>by the closing date and time.</b></p> <p>1.8 <b>The closing date, company name and the return address must also be endorsed on the back of the properly sealed envelope (or side of a properly sealed package).</b> If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the AIDC's Bid Box. The courier must accept responsibility for ensuring that the bid documents are properly deposited into the bid box and the AIDC accepts no responsibilities in this regard.</p> <p>1.9 All bid documents must be submitted in hard copy in the bid box. Where a bid document is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. <b>Late bids OR BID DOCUMENTS NOT PROPERLY SEALED will not be considered.</b></p>

	<p>1.10 Amended bids may be made, in an envelope clearly marked “Amendment to bid no <b>“AIDC_T08_2022/23”</b>”, to represent the original document as the “replacement bid” and should be placed in the bid box before the closing date and time. An amendment bid without original bid documents deposited in the AIDC’s Bid Box will not be considered. In such a case, only the amended bid document will be assessed per the bid criteria of this tender bid request. Under no circumstances will the AIDC be using or can the service provider rely on any information as contained in the original bid documents, once replaced.</p> <p>1.11 The service provider is responsible for all the costs that they might incur related to the preparation and submission of the bid document.</p> <p>1.12 AIDC reserves the right not to accept the lowest bid price of any bid in part or whole. It normally awards the contract to the service provider who proves to be fully capable of handling the contract in terms of outputs and services that are advantageous to the aims, goals, and objectives of the AIDC.</p> <p>1.13 AIDC also reserves the right to award to a company that is BBBEE (Broad Based Black Economic Empowerment) compliant or may award this bid on the conditions that a joint venture with an empowerment company is formed. This may be added to the criteria when evaluating the bids.</p> <p>1.14. AIDC also reserves the right to cancel or award this bid as a whole or in part based on the Preferential Procurement Regulation, 2017 paragraph 13.</p> <p>1.15 AIDC reserves the right, at its sole discretion, not to award or consider bidders with (or who had) litigation against the AIDC or have been blocked for poor performance on the AIDC’s vendor database.</p> <p>1.16 This bid is subject to the Preferential Procurement Policy Framework act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of the contract.</p> <p>1.17 Responses to this tender received from a service provider will be valid for 120 days counted from the closing date of the tender.</p> <p>1.18 The successful bidder will be required to fill in and sign a written contract form (SBD7).</p> <p>1.19 Respondents are to note that the Local Content commitments made by the successful respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local Content obligations, non-compliance penalties shall be applicable. Breach of Local Content obligation also provide SPDC SOC LTD t/a AIDC cause to terminate the contract in certain cases where material non-compliance with Local Content requirements is not achieved.</p>
--	--

	<p><b>Bid Submission:</b></p> <p>1.7. The Supplier Park Development Company (SOC) Ltd trading as AIDC considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to AIDC. All information contained in any subsequent documentation shall be marked "COMPANY CONFIDENTIAL".</p> <p>1.8. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.</p> <p><b>All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document.</b></p> <p>1.9.</p> <p>1.10. All the documentation submitted in response to this invitation to bid must be in English.</p> <p>1.11. The service provider should verify the numbers of the pages of this document to satisfy themselves that none are missing or duplicated. No liability will be accepted by AIDC regarding anything arising from the fact that pages are missing or duplicated.</p> <p>1.12. <b>Please make proper division and reference/index your bid document and bid supporting documents attached.</b></p> <p>2.7 <b>Tender</b> responses should be submitted as follows:  <b>1 HARD COPY (1 x ORIGINAL + 1 x USB MEMORY STICK)</b> in a sealed envelope/package endorsed, "AIDC_T08_2022/23", with the service provider's details on the back of the envelope or on the front. The sealed envelope/package must be placed in the bid box at the Main Entrance Gate, Automotive Supplier Park, 30 Helium Road, Rosslyn X2, <b>by the closing date and time.</b></p> <p>2.8 <b>The closing date, company name and the return address must also be endorsed on the back of the properly sealed envelope (or side of a properly sealed package).</b> If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the AIDC's Bid Box. The courier must accept responsibility for ensuring that the bid documents are properly deposited into the bid box and the AIDC accepts no responsibilities in this regard.</p> <p>2.9 All bid documents must be submitted in hard copy in the bid box. Where a bid document is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. <b>Late bids OR BID DOCUMENTS NOT PROPERLY SEALED will not be considered.</b></p> <p>2.10 Amended bids may be made, in an envelope clearly marked "Amendment to bid no "AIDC_T08_2022/23", to represent the original document as the "replacement bid" and should be placed in the bid box before the closing date and time. An amendment bid without original bid documents deposited in the AIDC's Bid Box will not be considered. In such a case, only the amended bid document will be assessed per the bid criteria of this tender bid request. Under no circumstances will the AIDC be using or can the service provider rely on any information as contained in the original bid documents, once replaced.</p> <p>2.11 The service provider is responsible for all the costs that they might incur related to the preparation and submission of the bid document.</p> <p>AIDC reserves the right not to accept the lowest bid price of any bid in part or whole. It normally awards the contract to the service provider who proves to be fully capable of handling the contract in terms of outputs and services that are advantageous to the aims, goals, and objectives of the AIDC</p>
--	---

	<p>2.12 AIDC also reserves the right to award to a company that is BBBEE (Broad Based Black Economic Empowerment) compliant or may award this bid on the conditions that a joint venture with an empowerment company is formed. This may be added to the criteria when evaluating the bids.</p> <p>1.14. AIDC also reserves the right to cancel or award this bid as a whole or in part based on the Preferential Procurement Regulation, 2017 paragraph 13.</p> <p>1.15 AIDC reserves the right, at its sole discretion, not to award or consider bidders with (or who had) litigation against the AIDC or have been blocked for poor performance on the AIDC's vendor database.</p> <p>1.16 This bid is subject to the Preferential Procurement Policy Framework act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of the contract.</p> <p>1.17 Responses to this tender received from a service provider will be valid for 120 days counted from the closing date of the tender.</p> <p>1.20 The successful bidder will be required to fill in and sign a written contract form (SBD7).</p> <p>1.21 Respondents are to note that the Local Content commitments made by the successful respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local Content obligations, non-compliance penalties shall be applicable. Breach of Local Content obligation also provide SPDC SOC LTD t/a AIDC cause to terminate the contract in certain cases where material non-compliance with Local Content requirements is not achieved.</p>												
<p><b>F.3.1</b> <b>1</b></p>	<p>The bid will be evaluated in terms of the evaluation criteria stipulated in the tender documentation and the AIDC shall appoint an evaluation panel of not less than three persons.</p> <p>1. This bid will also be evaluated in terms of the following stages:</p> <ol style="list-style-type: none"> <li>Administration criteria (Stage 1)</li> <li>Evaluation for mandatory (compliance) criteria (Stage 2)</li> <li>Evaluation in terms of functionality (Stage 3)</li> <li>Evaluation in terms of 80/20 preference point system (Stage 4)</li> </ol> <p style="text-align: center;"><b>EVALUATION CRITERIA OF OFFERS</b></p> <p>This bid will be evaluated based on functionality and other compliance criteria as outlined in this bid document and <b>qualified bids will be further evaluated in terms of the 80/20 Preference Point System if less than R50 000 000</b> (20 allocated BBBEE, 80 to price)</p> <p>All bidders who score less than 70 points (which is 70 points out of 100 points) on functionality will not be considered further and will be regarded as having submitted a non-responsive bid and will be disqualified.</p> <p>1.1. AIDC reserves the right to independently verify all supplied documents.</p> <p>1.2. Any bid scoring less than the minimum required in any one or more of the above-mentioned evaluation criteria will not be evaluated further.</p> <p>1.3. Any bid not covering all the above will not be evaluated.</p> <p>1.4. For purpose of comparison and to ensure a meaningful evaluation, service providers are requested to furnish information in substantiation of compliance to the evaluation criteria mentioned above.</p> <p>1.5. BBBEE &amp; Price will be evaluated as per the preference point system as outlined below.</p> <table border="1" data-bbox="229 1787 1519 2065"> <thead> <tr> <th>B-BBEE</th><th>Weight = 20 points if less than R50 000 000</th></tr> <tr> <th>BBBEE Status Level of Contributor</th><th>Number of Points</th></tr> </thead> <tbody> <tr> <td>1</td><td>20</td></tr> <tr> <td>2</td><td>18</td></tr> <tr> <td>3</td><td>14</td></tr> <tr> <td>4</td><td>12</td></tr> </tbody> </table>	B-BBEE	Weight = 20 points if less than R50 000 000	BBBEE Status Level of Contributor	Number of Points	1	20	2	18	3	14	4	12
B-BBEE	Weight = 20 points if less than R50 000 000												
BBBEE Status Level of Contributor	Number of Points												
1	20												
2	18												
3	14												
4	12												

5	8
6	6
7	4
8	2
Non-compliant contributor	0
<b>PRICE</b>	<b>= 80 points if less than R50 000 000</b>
<b>TOTAL BBEE &amp; PRICE</b>	<b>100</b>

**- The Preference Point System and B-BBEE status level certification requirements as per the Preferential Procurement Policy Framework act no 5, 2000, including Preferential Procurement Regulations 2017:**

- Bidders are required to submit proof of their B-BBEE Status Level. Proof includes an original and valid B-BBEE Status Level Verification Certificate or a certified copy thereof together with their tenders or price quotations, to substantiate their B-BBEE rating claim.
- NB: A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.
- Bidders must ensure that the B-BBEE Status Level Verification Certificates submitted were issued by the one of the following:
  - Bidders other than EMEs must provide B-BBEE Certificate from B-BBEE verification agencies (BVA) accredited by SANAS; or
  - Bidders who qualify as EMEs, must provide a sworn affidavit signed by the EME representative and certified by a Commissioner of Oaths

**- Validity of B-BBEE Status Level Verification Certificates**

- Verification agencies accredited by SANAS:
  - These certificates are identifiable by a SANAS logo and a unique BVA number
  - Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing verification agency to the list of all SANAS accredited agencies. The list is accessible at [https://www.sanas.co.za/?page\\_id=727](https://www.sanas.co.za/?page_id=727)
  - The relevant BVA may be contacted to confirm whether such a certificate is valid
  -
- As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:
  - The name and physical location of the measured entity.
  - The registration number and, where applicable, the VAT number of the measured entity.
  - The date of issue and date of expiry.
  - The certificate number for identification and reference.
  - The scorecard that was used (for example QSE, Specialized or Generic).
  - The name and / or logo of the verification agency.
  - The SANAS logo.
  - The signature of the authorized person.

**Evaluation for mandatory (compliance) criteria - Technical Compliance Requirements – all documents to be submitted**

<b>PART B: Evaluation for mandatory – (Compliance Requirements) –</b>	<b>All documents to be submitted</b>
Bidders copy of CIDB Valid registration Grading with 3ME OR higher, (Submit proof of registration for CIDB on-line validation).  <b>NB: AIDC shall validate submission using CIDB online platform.</b>	Disqualified if not submitted

<p><b>SBD 6.2 (Local Production &amp; Content) with Annexure C Fully completed</b></p> <p>The stipulated minimum threshold percentages for the local production and content are as follows:</p> <ul style="list-style-type: none"> <li>Steel products and fasteners 100%</li> <li>Electrical Cabling 90%</li> </ul> <p><b>The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011. The SABS approved technical specification number SATS 1286:2011 and supporting schedule are accessible on <a href="http://www.thedti.gov.za/industrial_development/ip.jsp">http://www.thedti.gov.za/industrial_development/ip.jsp</a> at no cost. Also refer to SBD 6.2 for the formula to be used. Information provided will be verified for accuracy.</b></p>	<p>Disqualified if not fully completed and signed</p>
<ul style="list-style-type: none"> <li>➤ <b>Safety officer</b> (Construction Health and Safety Officer) registered with SACPCMP – Valid Certificate</li> <li>➤ <b>Site Manager</b> with a Qualification in Mechanical Engineering, Airconditioning and Refrigeration Technology or equivalent (National N Diploma, National Diploma, Degree or Relevant Certificate in Airconditioning)</li> </ul> <p>(Attach Valid Certified copies not older than six (6) months)</p>	
<p><b>Joint Venture</b> (where applicable)</p> <ul style="list-style-type: none"> <li>➤ A structured and duly signed joint venture agreement with full CIPC details of the joint venture parties – if applicable</li> </ul>	<p>Disqualified if not submitted</p>

Built Environment qualification in Building, Construction Management, Construction Project Management, Engineering, Quantity Surveying or equivalent (National N Diploma, National Diploma or Degree)

**Functionality and Capability Requirements**

FUNCTIONALITY & CAPABILITIES	TYPE OF COMPULSARY EVIDENCE/SUPPORTING DOCUMENTS REQUIRED	MAXIMUM	SCORE	MINIMUM
<p><b>NB:</b> The bidder shall achieve a minimum score of 70 points under functionality to be able to be evaluated further on pricing &amp; BBBEE as per preferential system.</p>		100		70
<p><b>1. TECHNICAL APPROACH AND METHODOLOGY</b></p>				
<p>Approach paper shall respond to the proposed scope of work/project design and outline the proposed approach/methodology. The bidder's methodology shall cover the following mandatory topics:</p> <ul style="list-style-type: none"> <li>Methodology with three out of three topics submitted = 30 Points</li> <li>Methodology with two out of three topics submitted = 20 Points</li> <li>Methodology with one out of three topics submitted = 10 Points</li> <li>Methodology with zero out of three topics submitted = 0 Points</li> </ul>	<p>Technical methodology in form of a report covering as a minimum the following topics:</p> <ol style="list-style-type: none"> <li>De-commission of existing system</li> <li>Rigging of units</li> <li>Installation of new VRV/VRF</li> </ol>	30		

		system, hide away, ceiling and cassette units			
	<b>2. WORK PLAN / PROGRAMME</b>				
	<p>The bidder should propose the work plan that is aligned with the Overall Project time frame, main activities for the assignment (not exceeding 02 months) and cover the following:</p> <p>N/B The technical approach and methodology portion of the approach paper, read in conjunction with the work</p> <ul style="list-style-type: none"> <li>▪ The content, duration, activity schedule, timing and sequencing should be appropriate and consistent with project objectives and requirements of the project = 4</li> <li>▪ All activities of importance linked to scope of work are included in the activity schedule = 4</li> <li>▪ Proposed work plan must link to the proposed methodology approach = 2</li> </ul>	Work Plan/ Program which covers all activities as per tender scope	<b>10</b>		
	<b>3. HEALTH AND SAFETY PLAN</b>				
	<p>Health and safety plan should be submitted in line with the project and SHEQ specification:</p> <p>N/B The technical approach and methodology portion of the approach paper, read in conjunction with the work,</p> <ul style="list-style-type: none"> <li>• Plan with four out of four topics submitted = 20 Points</li> <li>• Plan with three out of four topics submitted = 15 Points</li> <li>• Plan with two out of four topics submitted = 10 Points</li> <li>• Plan with one out of four topics submitted = 5 Points</li> <li>• Plan with zero out of four topics submitted = 0 Points</li> </ul>	<p>Detailed Health &amp; Safety Plan as per tender scope outlining as a minimum the following topics:</p> <ol style="list-style-type: none"> <li>1. Hazard Identification</li> <li>2. Risk Mitigation</li> <li>3. Safe working procedures</li> <li>4. Incident management</li> </ol>	<b>20</b>		
	<b>4. ORGANIZATION AND STAFFING TO BE ADDRESSED TO AIDC</b>				
	<p><b>Experience of the key staff</b> (This criterion covers the general trades experience, level of education and training of each key staff member / expert member.</p> <p><b>A. Site Manager experience (Installation of Airconditioning):</b></p> <ul style="list-style-type: none"> <li>▪ &gt; 5 years = 10 points</li> <li>▪ ≥ 4 years = 8 points</li> <li>▪ ≥ 3 years = 6 points</li> <li>▪ &lt; 2 year = 0 points</li> </ul> <p><b>B. Safety Officer (Construction Health and Safety Officer) experience:</b></p> <ul style="list-style-type: none"> <li>▪ &gt; 5 years = 5 points</li> <li>▪ ≥ 4 years = 3 points</li> <li>▪ ≥ 3 years = 1 points</li> <li>▪ &lt; 2 year = 0 points</li> </ul>	Attach CVs	<b>15</b>		



	<table><tr><td><p><b>5. Airconditioning Contractor's/company Experience</b></p><p>Bidder's experience with respect to the same project /comparable projects with the minimum value of R1 000 000.00 and above, over the last 10 years (Specifically Air-conditioner supply, decommissioning, installation, commissioning and certification):</p><ul style="list-style-type: none"><li>▪ 3 reference letters or completion certificates = <b>25 points</b></li><li>▪ 2 reference letters or completion certificates = <b>15 points</b></li><li>▪ 1 reference letters or completion certificates = <b>5 points</b></li><li>▪ No reference letters or completion certificates = <b>0 points</b></li></ul><p>(N/B) The reference letters to contain client's information and submitted in the following format:</p><ul style="list-style-type: none"><li>• Client's Company letter head</li><li>• Client's Contactable details (e.g., Physical Address, Mail, Telephone, etc.)</li><li>• Awarded Description/scope of the work</li><li>• Awarded Value and duration of the project</li></ul></td><td><p><b>Submit reference letter/ completion certificates</b></p></td><td><p><b>25</b></p></td><td></td><td></td></tr><tr><td colspan="3"><p><b>TOTAL SCORE</b></p></td><td><p><b>100</b></p></td><td></td><td><p><b>70</b></p></td></tr></table>	<p><b>5. Airconditioning Contractor's/company Experience</b></p> <p>Bidder's experience with respect to the same project /comparable projects with the minimum value of R1 000 000.00 and above, over the last 10 years (Specifically Air-conditioner supply, decommissioning, installation, commissioning and certification):</p> <ul style="list-style-type: none"><li>▪ 3 reference letters or completion certificates = <b>25 points</b></li><li>▪ 2 reference letters or completion certificates = <b>15 points</b></li><li>▪ 1 reference letters or completion certificates = <b>5 points</b></li><li>▪ No reference letters or completion certificates = <b>0 points</b></li></ul> <p>(N/B) The reference letters to contain client's information and submitted in the following format:</p> <ul style="list-style-type: none"><li>• Client's Company letter head</li><li>• Client's Contactable details (e.g., Physical Address, Mail, Telephone, etc.)</li><li>• Awarded Description/scope of the work</li><li>• Awarded Value and duration of the project</li></ul>	<p><b>Submit reference letter/ completion certificates</b></p>	<p><b>25</b></p>			<p><b>TOTAL SCORE</b></p>			<p><b>100</b></p>		<p><b>70</b></p>	<p><b>NB: The minimum threshold for the functionality evaluation is 70 points. The Tenderers that do not meet this minimum threshold will not proceed to the next stage of evaluation of the tender.</b></p>
<p><b>5. Airconditioning Contractor's/company Experience</b></p> <p>Bidder's experience with respect to the same project /comparable projects with the minimum value of R1 000 000.00 and above, over the last 10 years (Specifically Air-conditioner supply, decommissioning, installation, commissioning and certification):</p> <ul style="list-style-type: none"><li>▪ 3 reference letters or completion certificates = <b>25 points</b></li><li>▪ 2 reference letters or completion certificates = <b>15 points</b></li><li>▪ 1 reference letters or completion certificates = <b>5 points</b></li><li>▪ No reference letters or completion certificates = <b>0 points</b></li></ul> <p>(N/B) The reference letters to contain client's information and submitted in the following format:</p> <ul style="list-style-type: none"><li>• Client's Company letter head</li><li>• Client's Contactable details (e.g., Physical Address, Mail, Telephone, etc.)</li><li>• Awarded Description/scope of the work</li><li>• Awarded Value and duration of the project</li></ul>	<p><b>Submit reference letter/ completion certificates</b></p>	<p><b>25</b></p>											
<p><b>TOTAL SCORE</b></p>			<p><b>100</b></p>		<p><b>70</b></p>								

<b>F.2.13.6</b>	A two-envelope system will not be followed for this tender
<b>F.2.16</b>	The tender offer validity period is for <b>120 days</b>
<b>F.2.18</b>	The tenderer will be required to submit fully priced Bills of Quantities/ Pricing Schedule as provided in the tender documents
<b>F.3.13.1</b>	<p>The tender offer will only be accepted if:</p> <p>a) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (No. 12 of 2004) as a person prohibited from doing business with the public sector;</p>

# **PART 2 RETURNABLE DOCUMENTS**

## **T2.1 LIST OF RETURNABLE DOCUMENTS**

## T2.1 CHECKLIST FOR RETURNABLE DOCUMENTS

Documents required for this BID	Comments	Submitted (Yes /No) FOR OFFICE USE ONLY
<b>Mandatory Documents</b>		
Central Supplier Database (CSD) Summary Report	Info provided will be validated during evaluation stage & failure to meet CSD requirements & Tax Status will lead to disqualification	
SBD 1 (Invitation to Bid – and Bid Price Statement)	Must be completed and signed.	
SBD 2 (Tax Pin) – Tax Status	Bidders must submit tax pin at the closing date of the tender. Tax Status must be active on CSD &/or e-filing (status will be validated again during evaluation stage)	
SBD 3 (Pricing Schedule) – Provisional Bill of Quantities – Annexure B	Must be completed and signed – ZAR currency only <i>All mentioned items must be priced as prescribed without any alterations or, and no alternative bill of quantities will be allowed.</i>	
SBD 4 (Declaration of Interest)	Must be completed and signed.	
SBD 6.1 (Preferential Points Claim Form)  <b>Tenderers other than EMEs should submit:</b> (1) Valid B-BBEE certificate (only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS with BVA number will be accepted) OR; (2) QSE is less than 51% black owned must submit Valid B-BBEE Certificate (issued by an agency accredited by SANAS). (3) In case of a trust, consortium or joint venture a Valid Consolidated B-BBEE Status Level Verification Certificate from B-BBEE verification agencies accredited by SANAS must be submitted.  <b>Tenderers who qualify as EMEs should submit:</b> (4) Valid sworn affidavit issued by the DTI (Valid sworn affidavit must comply with the Justices of the Peace and Commissioners of Oaths Act), OR. (5) B-BBEE certificate issued by the Companies and Intellectual Property Commission.	Failure on the part of a bidder to fully complete and sign this form and submit a Valid B-BBEE Certificate as outlined or Affidavit together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed and the bidder will be allocated zero (0) points for B-BBEE	
Certified Copy of Board Resolution or Company Power of Attorney, authorising the person signing this bid response.  In addition, Consent by Supplier (As per POPI ACT):  To authorize AIDC to validate the submitted documents with respective bodies to ensure the validity of supplied documents must be included on the board resolution  <b>Respondents are required to provide consent below:</b>  <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">YES</div> <div style="border: 1px solid black; width: 60px; height: 20px;"></div> <div style="border: 1px solid black; padding: 5px; text-align: center;">NO</div> <div style="border: 1px solid black; width: 60px; height: 20px;"></div> </div>	Must be completed and signed	

Certified Copies of Identity Documents	For all current Shareholders / Members	
Letter of Good Standing (COIDA) – for Building construction Industry classifications.	To be requested at the award stage and should be submitted within 7 days. Failure to submit will lead to a disqualification	
Proof of Valid Public Liability insurance to the value of R10 000 000 million	To be requested at the award stage and should be submitted within 7 days. Failure to submit will lead to a disqualification	
VAT Registration Certificate (VAT103), if available	Tax Status must be active (status will be validated during evaluation stage)	

## **BIDDERS TO ENSURE THAT THEY COMPLY WITH THE BELOW REQUIREMENTS:**

- 1. Bid Documents must be completed with ink pen or typed. No correction pen is allowed. All changes must be scratched out and a signature appended next to each change.**
- 2. All certified documents must be within the current six (6) months.**
- 3. Bid documents must be secured together preferably bound or contained in a lever arch file as Supplier Park Development Company SOC LTD t/a Automotive Industry Development Centre will not take any responsibility for any loss of documents as a result of not being properly secured upon submission**

## **T2.2 RETURNABLE SCHEDULES**

## T2.2 Returnable Schedules

FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
FORM L	AUTHORITY OF SIGNATORY
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM P	REGISTRATION WITH CIDB
SBD 1	INVITATION TO BID – AND BID PRICE STATEMENT
SBD 2	TAX STATUS
SBD 3	PRICING SCHEDULE
SBD 4	DECLARATION OF INTEREST
SBD 6.1	PREFERENCE POINTS CLAIM FORM
SBD 6.2	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.



## C2. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL SBD 6.1 PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.**

### 1. General conditions

1.1 The following preference point systems are applicable to all bids:

- 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 Indication of the preference point system that will be used:

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor

1.4 The maximum points for this bid are allocated as follows:

	Points
<b>Price</b>	80
<b>B-BBEE Status Level of Contributor</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the purchaser

### 2. Definitions

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE Status Level of Contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes.
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:

- 1) B-BBEE Status Level Certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “QSE” means a Qualifying Small Business Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

### 3. Points awarded for price

#### The 80/20 or 90/10 preference point systems:

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. Points awarded for B-BBEE Status Level of Contributor

- 4.1 In terms of Regulation 6(2) and 7(2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution per the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

### 5. Bid declaration

Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

### 6. B-BBEE Status Level of Contributor claimed in terms of paragraphs 1.4 and 4.1

B-BBEE Status Level of Contributor = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be per the table reflected in paragraph 4.1 and must be substantiated by the relevant proof of the B-BBEE status level of the contributor.)

### 7. Sub-Contracting

7.1 Will any portion of the contract be sub-contracted? **Yes / No**

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted ..... %

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE **EME / QSE**

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

8.1	Name of company/firm:	<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
		Black people	✓	✓
		Black people who are youth		
		Black people who are women		
		Black people with disabilities		
		Black people living in rural or underdeveloped areas or townships		
		Cooperative owned by black people		
		Black people who are military veterans		
		<b>OR</b>		
		Any EME		
Any QSE				

.....

8.2 VAT registration number: .....

8.3 Company registration number: .....

8.4 Type of company/ firm (tick the applicable box):

- ☐ Partnership / Joint Venture / Consortium
- ☐ One person business / sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

8.5 Describe principal business activities:

.....  
 .....  
 .....  
 .....

8.6 Company classification (tick the applicable box):

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

8.7 Total number of years the company/firm has been in business: .....

8.8 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we 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 6, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:
- (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

**Witnesses**

1. ....

2. ....

.....  
**Signature(s) of bidders(s)**

**Date:** .....

**Address:** .....

.....

.....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT SBD 6.2 FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for Local Content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions and Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SANS 1286:2017 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), Annex D (Imported Content Declaration: Supporting Schedule to Annex C) and Annex E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content, will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SANS 1286:2017 as follows:

$$LC = [1 - \frac{x}{y}] * 100$$

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SANS 1286:2017 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this declaration certificate and Annex C of the South African Bureau of Standards (SABS) approved technical specification number SANS 1286:2017 (Edition 1) (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.
2. The stipulated minimum threshold(s) for local production and (refer to Annex A of SANS 1286:2017 or [http://www.dtic.gov.za/industrial\\_development/ip.jsp](http://www.dtic.gov.za/industrial_development/ip.jsp)) for this bid is/are as follows:

#### Description of services, works or goods

#### Stipulated minimum threshold

- |                                |      |
|--------------------------------|------|
| • Steel products and fasteners | 100% |
| • Electrical Cabling           | 90%  |

3. Does any portion of the goods or services offered have any imported content?

**Yes / No**

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information are accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SANS 1286:2017):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION****(REFER TO ANNEX B OF SANS 1286:2017)**

**Local Content Declaration by Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive or Senior Member/person with management responsibility (Close Corporation, Partnership or Individual)**

**In respect of bid no:** .....

**Issued by** (procurement authority/name of institution): .....

**NB**

The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

- 1 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.dti.gov.za/industrial\\_development/ip.jsp](http://www.dti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SANS 1286:2017 ; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SANS 1286:2017 , the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SANS 1286:2017	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SANS 1286:2017	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SANS 1286:2017, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SANS 1286:2017.

- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SANS 1286:2017, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness no. 1** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness no. 2** \_\_\_\_\_

**Date:** \_\_\_\_\_



**DECLARATION OF INTEREST****SBD4****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 is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. BIDDER'S DECLARATION**

- 2.1 Is the bidder, or any of its directors/trustees / shareholders/members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
 .....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
 .....

**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:

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.

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

---

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

## FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Notes to tenderer:

1. This tender document must form part of all tenders invited.
2. This form 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 tender of any tenderer may be disregarded if that tenderer 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;
  - 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 this tender.

Item	Question	Yes	No
4.1	<p><b>Is the tenderer 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?</b></p> <p>(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 <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:	<input type="checkbox"/>	<input type="checkbox"/>
4.2	<p><b>Is the tenderer 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)?</b></p> <p><b>for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:	<input type="checkbox"/>	<input type="checkbox"/>
4.3	<p><b>Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**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

\_\_\_\_\_  
Capacity under which Tender is Signed

\_\_\_\_\_  
Name of Tenderer

**FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

**PROJECT: SUPPLY AND INSTALLATION OF AIRCONDITIONER SYSTEM AT BUILDING F1 & F3**

This is to certify that I, .....

representative of (tenderer) .....

Telephone number .....

e-mail .....

attended the clarification meeting on (date) .....

I further certify that I am satisfied with the description of the works and the explanation given by the AIDC Representative at the clarification meeting and I fully understand the extent of the works to be done as specified for the execution of this contract.

Signature of Representative: \_\_\_\_\_

**Name and Signature of AIDC SCM Representative:** \_\_\_\_\_

**Name and Signature of AIDC Project Manager:** \_\_\_\_\_

**FORM B: 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
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

Attach additional pages if more space is required.

Signed .....

Date ..

Name .....

Position ..

**FORM H: DECLARATION OF GOOD STANDING REGARDING TAX**

**ATTACH VALID TAX COMPLIANCE STATUS (TCS)**

The Tax Compliance Status (TCS) must be submitted together with the tender. Failure to submit the above-mentioned documentation will result in the invalidation of the tender.

In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.

---

<b>FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE</b>
--

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. ([www.treasury.gov.za](http://www.treasury.gov.za)). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

***Affix Proof of the National Treasury Central Supplier Database to this page  
(Full CSD required, not summary)***



## FORM L: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name: .....

Contact number: .....

Office address: .....

.....

Signatories for close corporations and companies shall confirm their authority by attaching to this form **a duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

### PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr. ....  
.....

has been duly authorized to sign all documents in connection with the Tender for Contract Number/Name

.....and any Contract which may arise there  
from on behalf of

.....

.....  
(BLOCK CAPITALS) SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY

.....

SIGNATURE .....

AS WITNESSES: 1. NAME .....

SIGNATURE .....

2. NAME .....

SIGNATURE .....

**ATTACHED HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED  
COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

<b>FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER</b>
--

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in termination of contract.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).

***Affix certified Proof of Good Standing with Compensation Commissioner to this page***

## FORM P: REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. ([www.cidb.org.za](http://www.cidb.org.za)). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

Expiry Date: .....

# **PART C1: AGREEMENT AND CONTRACT DATA**

## **C1.1 FORM OF OFFER AND ACCEPTANCE**

## C1.1: FORM OF OFFER AND ACCEPTANCE

<b>Project Title:</b>	<b>THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AIRCONDITIONER SYSTEM AT BUILDING F1 AND BUILDING F3 WITHIN THE AUTOMOTIVE SUPPLIER PARK</b>
<b>Tender No:</b>	

### OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**the supply, delivery, installation and commissioning of air conditioner system at building f1 and building f3 within the automotive supplier park**

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

Rand (in words):	
Rand in figures:	R

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

#### THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: ..... . ..... . And: Whose Registration Number is: ..... . And: Whose Income Tax Reference Number is: ..... .....	O R	Natural Person of Partnership: ..... . ..... . Whose Identity Number(s) is/are: ..... ..... Whose Income Tax Reference Number is/are: ..... .
---	--------	---

**AND WHO IS** (if applicable):

Trading under the name and style of:

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b>  <b>A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b>
---	---

**SIGNED FOR THE TENDERER:**

Name of Representative	Signature	Date

**WITNESSED BY:**

Name of Witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents..... ☐

The official alternative..... ☐

Own alternative (only if documentation makes provision therefore) ..... ☐

**SECURITY OFFERED:**

- a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 10% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- b) the Tenderer offers to provide security as indicated below:
- i. cash deposit of 10 % of the Contract Sum. Yes ☐ No ☐
  - ii. payment reduction of 10% of the value certified in the payment certificate. Yes ☐ No ☐
  - iii. cash deposit of 5% of the Contract Sum and a payment reduction of 5% of the value certified in the payment certificate. Yes ☐ No ☐
  - iv. fixed construction guarantee of 5% of the Contract Sum and a payment reduction of 5% of the value certified in the payment certificate. Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No. ....

Fax No .....

Postal address .....



Banker ..... Branch  
 .....  
 Branch Code ..... Account number  
 .....  
 Registration No of Tenderer at Department of Labour .....  
 CIDB Registration Number: .....

## ACCEPTANCE

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

The terms of the contract, are contained in:

- Part 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**FOR THE EMPLOYER:**

Name of Signatory	Signature	Date

<b>Name of Organisation:</b>	<b>AIDC - Automotive Industry Development Centre</b>
<b>Address of Organisation</b>	<b>Automotive Industry Development Centre Automotive Supplier Park 30 Helium Road, Rosslyn, 0200</b>

**WITNESSED BY:**

Name of Witness	Signature	Date

## **C1.2 CONTRACT DATA**

## C1.2: CONTRACT DATA

### C1.2.1 Contract Specific Data

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 5 of July 2007)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The additions, deletions and alterations to the JBCC Principal Agreement are:

Clause	Additions, deletions and alterations
--------	--------------------------------------

- |     |   |
|-----|---|
| 1.1 | <p>Replace the following definitions in <b>DEFINITIONS AND INTERPRETATIONS</b> with the following wording:</p> <p><b>AGREEMENT</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.</p> <p><b>BILLS OF QUANTITIES</b> means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.</p> <p><b>CONSTRUCTION PERIOD</b> means the period commencing on the date of site hand over and ending on the date of practical completion.</p> <p><b>CONTRACT DOCUMENTS</b> means the Agreement and all documents referenced therein.</p> <p><b>CONTRACT SUM</b> means the total of prices in the Form of Offer and Acceptance.</p> <p><b>SCHEDULE</b> means the variables listed in the Contract Data.</p> <p><b>INTEREST</b> means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p> <p><b>SECURITY</b> means the form of security provided by the <b>employer</b> or <b>contractor</b>, as stated in the <b>schedule</b>, from which the <b>contractor</b> or <b>employer</b> may recover expense or loss.</p> |
| 1.6 | <p>Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:</p> <p>Delete sub-clause 1.6.4</p>   |
| 3.5 | Delete sub-clause 3.5   |

3.6 Delete sub-clause 3.6.

3.7 Add to the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the **employer**, **principal agent** and **agents** shall have access at all times.

3.9 Delete sub-clause 3.9

3.10 Replace the second reference to "**principal agent**" with the word "**employer**".

4.3 No clause

5.1.2 Under clause 41 — include reference 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents.

9 Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

10.5 Add the following as 10.5:

**Damage to the works**

(a) Without any way limiting the **contractor's** obligations in terms of the contract, the **contractor** Shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against Any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary.

(b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**.

(c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the expected risks as set out in 10.6.

(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if

requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.

10.6 Add the following as 10.6:

**Injury to Persons or loss of or damage to Properties**

(a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss,

claim or proceeding whether arising in common law or by statute, consequent upon personalinjuries

to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.

(b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss,

claim or proceeding consequent upon loss of or damage or to any moveable, or immoveable property or personal property or property contiguous to the **site**, whether belonging to or under the

control of the **employer** or any other body or person, arising out of or in the course of or by reason of

the execution of the **works** unless due to any act or negligence of any person for whose actions the

**employer** is legally liable.

(c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof

the **employer** shall be entitled to cause it to be made good and to recover the cost therefore from the

**contractor** or to deduct the same from amounts due to the **contractor**.

(d) The **contractor** shall be responsible for the protection and safety of such portions of thepremises

placed under his control by the **employer** for the purpose of executing the **works** until the issue of

the **certificate of practical completion**.

(e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the

specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works**

has been completed.

(f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose ofany

debris and to rebuild, restore, replace and / or repair such property and to execute the **works**.



10.7 Add the following as 10.7:

---

## HIGH RISK INSURANCE

In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable subsurface conditions which might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

### 10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and hold harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary.

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, replace and/or repair the **works**, at the **contractor's** own costs.

### 10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of construction.

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) **calendar days** of the **commencement date** but before commencement of the **works** submit to the **employer** proof of such insurance policy, if requested to do so.

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the **contractor's** default of his obligations as set out in 10.7.1, 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered on indivisible whole.

### 15.1.4 Add 15.1.4 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) **calendar days** of date of acceptance of the tender.

### 15.2.1 Under 41: Amend to read as follows:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1

### 20.1.3 No clause.

- 21            Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:  
The **contractor** and **principal agent** shall appoint a **selected subcontractor** in accordance with

- 
- the provisions of the Scope of Work.
- 29 Clause 29.0 is amended by:-
- i) The addition of the following clauses:-
- Clause 29.9
- “Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed.”
- ii) Clause 29.10 – Acceleration
- Clause 29.10.1
- Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.
- Clause 29.10.2
- Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.
- Clause 29.10.3
- The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.
- 30.1 Replace reference to 36.3 at end of sentence with 36.0
- 31.12 Delete “Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due.”
- 32.5.1 Add the following to the end of each of these clauses: “... due to no fault of the **contractor**.”
- 32.5.4
- 32.12 Delete sub-clause
- 34.2 Add # next to 34.2
- 34.13 Replace “seven (7) **calendar days**” with “twenty one (21) **calendar days**” and delete the words “subject to the **employer** giving the **contractor** a **tax** invoice for the amount due”
- 36.1 Add the following clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:
- 36.1.3 The **contractor's** refusal or neglect to comply strictly with any of the conditions of contract.

- 
- 36.1.4 The **contractor's** estate being sequestrated liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.
- 36.1.5 The **contractor**, in the judgment of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract.
- 36.3 Replace "**principal agent**" with "**employer**".
- 1.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 41.1.3 the definitions for  
(41.1.3) **CONSTRUCTION PERIOD** and **INTEREST**. Sub-clause 1.1 definitions will apply (see contract data)
- 10.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 10.1, 10.2 and 10.4 so that the  
10.2 provisions of sub-clauses 10.1, 10.2 and 10.4 of the non-**state** clauses will apply to the **state**.
- 11.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 11.1 so that the provisions of clause  
(41.0) 11.1 of the non-**state** clause will apply to the **state**.
- 12.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 12.1 so that the provisions of clause  
(41.0) 12.1 of the non-**state** clause will apply to the **state** and replace "**contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"
- 12.2 Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State  
(41.0) Clauses) to read "Where the **contractor** is responsible for insurances, the **contractor** shall  
....."
- 31.11.1 Delete in the Substitute Provisions (41.0 State Clauses) sub-clauses 31.11.1 and 31.11.2 so that the  
31.11.2 provisions of sub-clause 31.11.1 of the non-**state** clause will apply to the **state**.
- 36.7 Add in the Substitute Provisions (41.0 State Clauses) as clauses 36.7, 37.5 and 39.5, the following:  
37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the  
39.5 **employer** or the **contractor**, or for any reason whatsoever, the **contractor** shall on written  
(41.0) instruction, discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.
- 40.2.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and  
40.2.2 40.6 and replace with the following:  
40.3 40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand  
40.4 and the contractor on the other arises out of this **agreement**, such dispute shall be referred to  
40.6 adjudication.  
(41.0) 40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .
- 40.3 Should either party be dissatisfied with the decision given by the adjudicator, dispute shall be finally settled by court proceedings. Neither party shall have recourse to arbitration should they be dissatisfied with the decision given by the **adjudicator** as all disputes will be decided by a court of law.

## Part 1: Contract Data Completed by the Employer

Clause	Item and data
1.2	<p>The Employer is the <b>AUTOMOTIVE INDUSTRY DEVELOPMENT CENTRE</b></p> <p>The employer contact person is: <b>TBA</b></p> <p>Telephone: <b>TBA</b></p> <p>Address (physical): 30 Helium Street, Automotive Supplier Park, Rosslyn</p> <p>Address (postal):</p>
5.1	<p>The Principal Agent is: <b>N/A</b></p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address (physical):</p> <p>Address (postal):</p>
5.2	<p>Agent (1) is</p> <p>Agent's service</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address (physical):</p> <p>Address (postal):</p>
5.3	<p>Agent (2) is</p> <p>Agent's service</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address (physical):</p> <p>Address (postal):</p>
1.1	<p>The <b>Works</b> comprise Construction of (<b>Refer to document C3 – Scope of Works</b>)</p>
1.1	<p>The <b>Site</b> (<b>Refer to document C4 – Site Information</b>)</p>
1.1 22.2	<p>The <b>Works</b> or installations to be undertaken by <b>direct contractors</b> comprises <b>NONE</b></p>

41.0

The Employer is **an organ of State**

31.11.2

11.2

- The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.

31.4.2

26.1.2

- Lateral support insurance is / not to be effected by the **contractor**
- Payment will not be made for materials and goods

- Extended **defects** liability period will apply to the following elements:

- 15.2.1 Possession of the **site** is to be given on the date in the schedule providing the **employer** with **construction guarantees** in accordance with the provisions of 14.0.
- 15.3 The period for the commencement of the works after the contractor takes possession of the site is ten (10) working days.
- For the works as a whole:  
The date for **practical completion** is **2 Months** after contractual commencement date

## Part 2:

- 1.2 The law applicable to the agreement shall be that of the Republic of South Africa.
- 10.1; 10.2 and 12.1 Contract insurance is to be effected by the contractor.
- 10.1 Contract works insurance is to be effected by the contractor for a sum not less than the contract sum plus 10% with a deductible in an amount that the contractor deems appropriate.
- 10.2
- 12.1
- 10.1 Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.
- 10.2
- 12.1
- 11.1, 12.1 Public liability insurance to be effected by the contractor for an amount of R10,000,000.00 with a deductible in an amount as determined by the contractor's insurance company.
- 11.2, 12.1 Support insurance to be effected by the contractor for the sum of NOT APPLICABLE with a deductible in an amount that the contractor deems appropriate.
- 3.3, 15.1.3, 31.16.2 A waiver of the contractor's lien or right of continuing possession is required.
- 3.7 Three copies of the construction document are to be supplied to the contractor free of charge.
- 3.4 JBCC Engineering General Conditions are not to be included in the contract document.
- 31.5.3 The contract value is / is not to be adjusted using CPAP indices. The base month for the application of CPAP is the month of the closing of the tender and the following alternative indices are applicable:  
*October 2022*
- 31.3 There is no latest day of the month for the issue of an interim payment certificate.
- 14.5 The employer will not provide advanced payments against an advanced payment guarantee.
- 14.2 14.4 The construction guarantee is to be a fixed guarantee in an amount of 7.5% of the contract sum and payment reduction
- 40.0 Dispute resolution shall be by adjudication  
or  
Dispute determinations shall be by arbitration



## Contract Data completed by the Contractor

Clause	Item and data
--------	---------------

1.2	<p>The name of the Contractor is. ....</p> <p>The address of the contractor is:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address (physical):</p> <p>.....</p> <p>.....</p> <p>Address (postal):</p> <p>.....</p> <p>.....</p>
-----	---

## **C1.3 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

**(ACT NO 85 OF 1993)**

### C1.3 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at .....

on this the ..... day of ..... in the year .....

between AUTOMOTIVE INDUSTRY DEVELOPMENT CENTRE (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as .....

and .....

(hereinafter called "the Mandatory") of the other part, herein represented by .....

in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, **the supply, delivery, installation and commissioning of airconditioner system at building f1 and building f3** and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Joint building Contracts Committee (hereinafter referred to as "the JBCC"),
  - (b) the date of termination of the Contract in terms of JBCC
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or Mandatory, and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
  - (c) **All the requirements, regulations and standards of the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020.**
- 4 In addition to the requirements of JBCC and all relevant requirements, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

- 6 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 \_\_\_\_\_ 2 \_\_\_\_\_

NAME 1 \_\_\_\_\_ 2 \_\_\_\_\_

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1 \_\_\_\_\_ 2 \_\_\_\_\_

NAME 1 \_\_\_\_\_ 2 \_\_\_\_\_

(IN CAPITALS)

## PART C2 PRICING DATA

## C2.1: PRICING INSTRUCTIONS

1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:

- a) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
- b) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).

2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data.

3 The prices and rates in the Pricing Schedule are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

of the works.

4 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

5 The rates contained in the Pricing Schedule will apply irrespective of the final quantities of the different classes and kinds of work actually executed.

6 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.

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

8 The Pricing Schedule is not intended for the ordering of materials. Any ordering of materials, based on the Pricing Schedule, is at the Contractor’s risk.

9 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.

10 All work is to be constructed using labour-intensive methods.

Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

## **C2.2 PRICING SCHEDULE**



## Pricing Schedule

Item No.	Description	UOM*	QTY	Unit Price (excl. VAT)	Total Price (excl. VAT)
	<b>In line with detailed SCOPE specification as detailed in this same document.</b>				
<b>1</b>	<b>PRELIMINARY &amp; GENERAL</b>	Item			
<b>1.1</b>	Compliance with health and safety and environmental laws, including safety file	Item	1		
<b>1.2</b>	Decommissioning and removal of old air conditioning units	Item	40		
<b>1.4</b>	Existing Ducting repair and upgrades	Item	28		
<b>1.5</b>	PVC Drain repair and upgrades	Item	28		
<b>1.6</b>	Commissioning all	Units	25		
<b>1.7</b>	As build drawings & wiring diagrams	Item	1		
<b>1.8</b>	Hoisting of existing and new units	Item	20		
<b>1.9</b>	Small building works incl. cutting, piping, core drilling, painting, and making good	Item	1		
<b>1.10</b>	Contract documentation cost incl. admin.	Item	1		
<b>1.11</b>	Total price for insurance of the work	Item	1		
<b>1.12</b>	End user training	Item	1		
<b>1.13</b>	Issue of electrical certificate of compliance	Item	1		
<b>1.14</b>	Standard maintenance as per proposed maintenance plan in tender document	Item	1		
<b>2.</b>	<b>Supply only</b>				
<b>2.1</b>	9000 btu inverter high wall split	Unit	19		
<b>2.2</b>	12000 btu inverter high wall split	Unit	4		
<b>2.3</b>	12000 btu inverter ceiling cassette	Unit	3		
<b>2.4</b>	18000 btu inverter ceiling cassette	Unit	3		
<b>2.5</b>	24000 btu inverter ceiling cassette	Unit	6		
<b>2.6</b>	36000 btu inverter ceiling cassette	Unit	2		
<b>2.7</b>	600mm air curtains	Unit	2		
<b>2.8</b>	18000 btu inverter floor standing	Unit	1		
<b>2.9</b>	Piping kit 9000btu air conditioners	15m	19		
<b>2.9.1</b>	Piping kit 12000btu air conditioners	15m	7		
<b>2.9.2</b>	Piping kit 18000 btu air conditioners	15m	4		
<b>2.9.3</b>	Piping kit 24000 btu air conditioners	15m	6		
<b>2.9.4</b>	Piping kit 36000 btu air conditioners	15m	2		
<b>2.9.5</b>	Consumables	Each	38		
<b>3.</b>	<b>Supply, deliver, install and commission</b>				
<b>3.1</b>	12000 btu inverter high wall split	Unit	2		
<b>3.2</b>	12000btu inverter ceiling cassette	Unit	2		
<b>3.3</b>	18000 btu inverter ceiling cassette	Unit	5		
<b>3.4</b>	24000 btu inverter ceiling cassette	Unit	3		
<b>3.5</b>	36000 btu inverter ceiling cassettesans	Unit	6		
<b>3.6</b>	100000 btu inverter ducted hide away	Unit	2		
<b>3.7</b>	90000 btu inverter ducted hide away	Unit	1		
<b>3.8</b>	Piping kit 12000 btu air conditioners	15m	4		
<b>3.9</b>	Piping kit 18000 btu air conditioners	15m	5		

<b>3.9.1</b>	Piping kit 24000 btu air conditioners	15m	3		
<b>3.9.2</b>	Piping kit 36000btu air conditioners	15m	6		
<b>3.9.3</b>	Hide away unit piping kit	15m	2		
<b>3.9.4</b>	Hide away unit piping kit	15m	1		
<b>4</b>	<b>Supply, deliver, install and commission</b>				
<b>4.1</b>	220000 btu VRV/VRF outdoor condenser	Unit	2		
<b>4.2</b>	280000 btu VRV/VRF outdoor condenser	Unit	1		
<b>4.3</b>	180000btu VRV/VRF outdoor condenser	Unit	1		
<b>4.4</b>	VRV/VRF Indoors	Unit	24		
<b>4.5</b>	VRV/VRF BS boxes	Unit	8		
<b>4.6</b>	VRV/VRF ref net joints	Unit	16		
<b>4.7</b>	VRV/VRF Piping kit	15m	4		
<b>4.8</b>	VRV/VRF communication wiring	M	200		
<b>4.9</b>	VRV/VRF centralized controller	Unit	1		
<b>5</b>	Compilation of As Built Drawings and submission to client including two size A0 hard copies, PDF and .DWG file	Item	1		
<b>6</b>	Engineering Fees (ECSA PrTechEng) for a duration of two months	Item	1		
<b>7</b>	Core drilling size 100 dia. 5 no	Item	1		
<b>8</b>	Miscellaneous Items – Building Works Incl concrete plinths, waterproofing etc.	Item	1		
<b>9</b>	Electrical Installations including issuing of compliance certificates	Item	1		
<b>10</b>					

\*UOM = Unit of measure, e.g. meters/kilograms, etc.

<b>SUB-TOTAL</b>	
<b>HEALTH AND SAFETY</b>	
<b>CONTIGENCIES</b>	
<b>10%</b>	
<b>VAT @ 15%</b>	
<b>TOTAL</b>	

## **PART C3 SCOPE OF WORK**

### C3.1 DESCRIPTION OF WORKS

The Automotive Industry Development Centre (AIDC) serves to develop the automotive manufacturing sector to globally competitive standards of excellence, through a world-class value proposition which enables effective and sustainable socio-economic growth. The organization was established as a government support centre, to increase the local automotive industry's global competitiveness and to promote Gauteng as the automotive industry investment destination of choice.

The organization is the dedicated developmental agency of the Gauteng Growth and Development Agency (GGDA) in relation to the specific industrial, infrastructure and training needs required by the automotive and allied sector - in particular those based in the Gauteng province.

The AIDC is thus tasked by GGDA with special developmental-oriented projects aimed at retaining and attracting investments in the automotive and allied-related sector with a focus on enterprise development; support BBBEE SMME development, skills development and limited logistical infrastructure in line with the Gauteng provincial government's objectives of transformation, modernization and re-industrialization (TMR). The AIDC also undertakes projects related to the transport and energy sectors, as well as the development of the Auto City in the Northern Corridor.

### C3.2 BACKGROUND TO THE TENDER

#### C3.2.1 INTRODUCTION

The Supplier Park Development Company SOC Ltd trading as AIDC (hereinafter referred to as "AIDC") is a state-owned company (SOC) with all its shares held by the Gauteng Growth and Development Agency (GGDA), an agency of the Department of Economic Development of the Gauteng Province. The company was established to primarily provide support to the SA Automotive and Allied Industry, in its drive for global competitiveness.

The current Air-conditioning System (VRV 1 system at Building F1) and certain Splits Units for F3 has since reached their life span expectancies, at certain times there're no spares available and their maintenance warranty has since lapsed. Thus, we need to replace with new system.

**The installations and commissioning shall comply with the following regulations:**

- a) SANS 10400: The application of the National Building Regulations.
- b) SANS 1125: Room air conditioners and heat pumps
- c) SANS 10147: Code of Practice for Refrigeration systems, including plants associated with air conditioning systems
- d) SANS 10173:2003: The installation, testing and balancing of air-conditioning ductwork
- e) The Occupational Health and Safety Act, Act No. 85 of 1993
- f) Applicable Local Municipal Regulations

### C3.3 TENDER SCOPE OBJECTIVES

The aim of the tender is to request interested and experienced HVAC contractors for the supply, delivery, installation and commissioning of Air-conditioner system at Building F1 and Material Supply Only for Building F3 within the Automotive Supplier Park in Rosslyn Pretoria.

### C3.4 TENDER SCOPE

HVAC contractors are required for the supply, delivery, installation and commissioning of Air-conditioner system at Building F1 and material supply Only for Building F3 within the Automotive Supplier Park in Rosslyn Pretoria. The work will comprise of the following:

- Update and provide As-build Drawings
- Replace the entire air-conditioning system that serves the first and second floor and part of the ground floor. The contractor must supply and install a new replacement system,
- The new system must be a "Heat Recovery System",

- The noise levels should be within acceptable levels as required by South African applicable laws
- Equipment and installation warranty of 2 years and 1 year free service onsite,
- Provide accreditation training for our technicians for all new equipment installed (including BMS if applicable), and
- To replace the old system that uses R22 gas that is being phased out with any of the new gasses that comply with nation and international regulations that monitors and bars the use of Ozone-Depleting Substances (ODS) [SABS 0147 code of practice of Refrigeration Systems including Air Conditioning Plant systems under OHS act.

**C3.4.1** Supply the following units (including 15m pipe kits, excluding condenser brackets)  
All units must be "INVERTERS" using R410A refrigerant.

**FMM OFFICES F3**

FMM OFFICE 1	12000BTU	ceiling cassette
FMM OFFICE 2	9000BTU	high wall split
FMM OFFICE 3	9000BTU	high wall split
FMM OFFICE 4	9000BTU	high wall split
OPEN PLAN OFFICE	24 000BTU X 2	ceiling cassette
FMM STOREROOM	24 000BTU	ceiling cassette

**BLU OFFICES F3**

BLU OFFICE 1	9000BTU	high wall split
BLU OFFICE 2	9000BTU	high wall split
BLU OFFICE 3	9000BTU	high wall split
BLU OFFICE 4	12000BTU	ceiling cassette
BLU RECEPTION	24000BTU	ceiling cassette
BLU OFFICE 5	18000BTU	ceiling cassette
BLU BOARDROOM	9000BTU	high wall split
BLU OFFICE 6	9000BTU	high wall split
BLU OFFICE 7	9000BTU	high wall split
BLU OFFICE 8	9000BTU	high wall split

**BLUE COLLER F3**

BLUECOLLER RECEPTION	24000BTU	ceiling cassette
BLUE COLLER OFFICE 1	9000BTU	high wall split
BLUE COLLER OFFICE 2	9000BTU	high wall split
BLUE COLLER OFFICE 3	9000BTU	high wall split
BLUE COLLER OFFICE 4	9000BTU	high wall split
BLUE COLLER OFFICE 5	9000BTU	high wall split

**CANTEEN AND OLD FMM OFFICES F3**

CANTEEN	36000BTU	ceiling cassette
KITCHEN STORE	12000BTU	ceiling cassette
KITCHEN	2 x 600mm	air curtains
OLD FMM OFFICE 1	18000BTU	ceiling cassette
OLD FMM OFFICE 2	9000BTU	high wall split
OLD FMM GREEN ROOM	24000BTU	ceiling cassette

**GATES, SECURITY AND F1**

BUSINESS CENTRE	18000BTU	floor standing
SECURITY OFFICE	12000BTU	high wall split
MAIN GATE OFFICE	9000BTU	high wall split
MAIN GATE RECEPTION	18000BTU	ceiling cassette
TRUCK GATE OFFICE	9000BTU	high wall split
TRUCK GATE RECEPTION	36000BTU	ceiling cassette
MERSETA SERVER ROOM	9000BTU	high wall split

**C3.4.2** Supply, deliver, install and commission the following units, all units must be "INVERTERS" using R410A refrigerant.

**GROUND FLOOR BOARD ROOMS**

MELFI	36000BTU X2	ceiling cassette
CHIGAGO	24000BTU	ceiling cassette
LEIPZIG	18000BTU	ceiling cassette
CANTOON	36000BTU	ceiling cassette
KYUSHU	36000BTU	ceiling cassette

WACKERDORF	36000BTU	ceiling cassette
SAARLOUIS	36000BTU	ceiling cassette

**C3.4.3** Supply, deliver, install and commission the following units all units must be “INVERTERS” using R410A refrigerant.

**GROUND FLOOR**

KITCHEN	18000BTU	ceiling cassette
FIN. BOARDROOM	12000BTU	ceiling cassette
FIN. ALL OFFICES	220000BTU	VRV/VRF
HR. ALL OFFICES	220000BTU	VRV/VRF
GROUND FLOOR OFFICE 3RD WING	90000BTU	hide away
MERSETA RECEPTION	18000BTU	ceiling cassette
MERSETA ALL OFFICES	100000BTU	X 2 hide away

**TOP FLOOR**

EXECUTIVE BOARD ROOM	24000BTU	ceiling cassette
EXECUTIVE BOARD ROOM	18000BTU	ceiling cassette
CEO OFFICE	18000BTU	ceiling cassette
MIDDEL WING TOP FLOOR BOARD ROOM	24000BTU	ceiling cassette
MIDDEL WING TOP FLOOR SERVER	12000BTU	high wall split
FIRST WING TOP FLOOR SERVER	12000BTU	X 2 high wall split
MIDDEL WING TOP FLOOR	220000BTU	VRV / VRF
EXECUTIVE WING TOP FLOOR ALL OFFICES	180000BTU	VRV / VRF

**C3.5 QUALITY OF SERVICE**

- A list of all spares including prices and stock levels,
- The supplier is also required to reference similar installations done in the past for us to check durability, replacement parts availability and downtimes statistics etc,
- Proof of product certification and accreditation need to be provided SANS 10173 – 2003 or ISO 9001, EU, ASHRAE (American Standards of heating, refrigeration, air conditioning engineers),
- Contractor should describe the sequence on how the units will be installed given that there is an old system already in place,
- Certificate of compliance, and
- Accreditation Training.

## **C3.6: HEALTH AND SAFETY**

### **C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

Before starting work on site, the Contractor shall appoint a health and Safety Officer in writing and give a copy of the letter of appointment to the Employer.

The Health and Safety Specification is attached as Appendix B and must be referred to when compiling the Health and Safety Plan.

#### **a) Construction Regulations, 2014**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in the applicable Government Gazette. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

#### **b) COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19OHS), 2020**

The Contractor shall be required to comply with the COVID-19 Occupational Health and Safety Measures in Workplaces act: COVID-19 (C19 OHS), 2020 for as long as the declaration of a national disaster published in Government Gazette 43096 on 15 March 2020 remain in force. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works or termination of contract.

### **C3.6.2 PROTECTION OF THE PUBLIC**

The site is accessible to the general public. The Contractor shall ensure that all personnel entering the construction site is fully informed about the dangers, dos and don'ts on the site. The Contractor shall ensure that non-construction personnel are protected within the guidelines of the OH&S Regulations.

### **C3.6.3 BARRICADES AND LIGHTING**

All working space shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S Regulations.

### **C3.6.4 TRAFFIC CONTROL ON ROADS**

The Safety Officer shall take full responsibility for the traffic control in and around the site. The personnel on site shall be fully informed and trained by the Safety Officer regarding the construction traffic and general traffic control.

**C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS**

Necessary measures must be adopted and implement occupational health and safety measures to reduce and eliminate the escalations of infections in workplaces against disease, epidemics and pandemics on site as and when directed by the Department of Labour.

**C3.6.6 AIDS AWARENESS**

All construction personnel shall be given an Aids Awareness briefing session by the Safety Officer.

**C3.6.7 COVID-19 AWARENESS**

All construction personnel shall be given an COVID-19 Awareness briefing session by the Safety Officer.



## **PART C4 SITE INFORMATION**

## PART C4: SITE INFORMATION

### C4.1 Project Location

The project is located within the Automotive Supplier Park, Rosslyn. A township in the Pretoria North area under the jurisdiction of the City of Tshwane in the Gauteng Province. The scope of works request is for the building F1 and F3:

- **Building Location:** Automotive Supplier Development Park (Rosslyn)
- **Local Authority:** Tshwane Metro Municipality
- **Geographical location:** 30 Helium Road, Rosslyn, Pretoria
- **Coordinates:** 25°36'49.26"S, 28° 4'35.13"E



Figure 1 - Site Location (Google Satellite Image)

# **ANNEXURE A**

# **SHEQ SPECIFICATION**

# **ANNEXURE B**

## **LOCAL CONTENT**

BID NO: AIDC\_T08\_2022/23

The Supply, Delivery, Installation and Commissioning of Air conditioner System at building F1 and F3

**BID DOCUMENT END**