


TENDER NO.245Q/2024/25		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SCM – 663	Approved by Branch Manager: 15/07/2024	Version: 6.3	Page 1 of 264

FRAMEWORK CONTRACT DOCUMENT (WINNER-TAKES-ALL TYPE)

FOR THE

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

Framework Contract Period: Not exceeding 36 Months from date of commencement

Works Projects:

From R0 up to R500 000: 1ME or higher

From R500 001 up to R1 000 000: 2ME or higher

From R1 000 001 up to R3 000 000: 3ME or higher

THE TENDER

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 51** of this document
- Table 1: Tender Preference Claim Form is on **page 260** of this document

ISSUED BY: DIRECTOR: CORPORATE SERVICES: FACILITIES MANAGEMENT CITY OF CAPE TOWN Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001	COMPILED BY: FACILITIES MANAGEMENT Civic Centre, Tower block12 Hertzog Boulevard CAPE TOWN 8001	For official use.
		TENDER SERIAL No.:
		SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
		1.
		2.
		3.

April 2025

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	

FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	
Alternative Offer (see clause C.2.12)	

FILE REFERENCE NO:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

General Tender Information

TENDER ADVERTISED : 25 April 2025

CIDB CONTRACTOR GRADING

DESIGNATION : Works Projects from R0 up to R500 000: 1ME or higher
Works Projects from R500 001 up to R1 000 000: 2ME or higher
Works Projects from R1 000 001 up to R3 000 000: 3ME or higher

SITE VISIT/CLARIFICATION MEETING : 13h00 on 06 May 2025
(Not compulsory, but strongly recommended)

VENUE FOR SITE VISIT/CLARIFICATION MEETING

: Microsoft Teams

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTg4MjYxNzEtNzBIZC00ZjcWLTkyNTctOWM5ZTE2OTYxZDdk%40thread.v2/0?context=%7b%22Tid%22%3a%22ff731495-b3c8-44b3-93f8-6fca8fc5a699%22%2c%22Oid%22%3a%22aeb603fe-b128-4a62-912b-2c09a71f49a8%22%7d

Meeting ID: 373 437 701 861
Passcode: fj6P3M2i

CLOSING DATE : 02 June 2025

CLOSING TIME : 10h00

TENDER BOX & ADDRESS : **Tender Box 180** at the **Tender & Quotation Box Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. The onus

remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

CITY OF CAPE TOWN**CORPORATE SERVICES: FACILITIES MANAGEMENT****CONTRACT NO. 245Q/2024/25****TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN**

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Part T1: Tendering procedures

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CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

T1.1 Tender Notice and Invitation to Tender

The **CITY OF CAPE TOWN, CORPORATE SERVICES: FACILITIES MANAGEMENT**, invites tenders for Tender No. **245Q/2024/25: TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN**

Tenderers must be registered on Supplier Databases as described in the tender conditions.

Tenderers who are not registered on these Databases are not precluded from submitting tenders, but must however be registered upon being requested to do so in writing and within the period contained in such a request.

Tenderers must have a CIDB contractor grading designation of:

For Works Projects from R0 up to R500 000: 1ME or higher
For Works Projects from R500 001 up to R1 000 000: 2ME or higher
For Works Projects from R1 000 001 up to R3 000 000: 3ME or higher

Preferences are offered to tenderers who tender in accordance with the Preferential Procurement Regulations and the City of Cape Town's Supply Chain Management Policy (SCM Policy). Furthermore, in terms of these Regulations and the SCM Policy, tenderers are required to meet the HDI and/or RDP specific goals

The physical address for collection of tender documents is:

Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

Documents may be collected during working hours between 08:30 – 15:00 from **17 April 2025**.

A non-refundable tender fee of R300.00 payable by cash or Electronic Funds Transfer (EFT) in favour of the City of Cape Town, is required on collection of the tender documents.

The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at via email Popia@capetown.gov.za. Additional contact details are provided in clause C.1.6.5.6 of the Tender Data.

Queries relating to any issues in these documents may be addressed to SCM.Tenders4@capetown.gov.za and / or FM.Tenders@capetown.gov.za

A non-compulsory but strongly recommended site visit/clarification meeting with representatives of the Employer will take place on Microsoft Teams on **06 May 2025** starting at 13:00 for approximately 1.5 hours.

The closing time for receipt of tenders is **10:00 on 02 June 2025**.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that has been issued. Printed Schedules of Rates, in the same format (that is, layout, scheduled items, units and quantities, if applicable) as those issued electronically by the Employer upon request, may be submitted as stated in the Tender Data.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Clarification Meeting: Microsoft Teams.

A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will take place via a Microsoft Teams session.

Date: 06 May 2025

Time: 13:00 – 14:30

Link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTg4MjYxNzEtNzBIZC00ZjcwLTkyNTctOWM5ZTE2OTYxZDdk%40thread.v2/0?context=%7b%22Tid%22%3a%22ff731495-b3c8-44b3-93f8-6fca8fc5a699%22%2c%22Oid%22%3a%22aeb603fe-b128-4a62-912b-2c09a71f49a8%22%7d

Meeting ID: 373 437 701 861

Passcode: fj6P3M2i

CITY OF CAPE TOWN
TCT: MAINTENANCE
CONTRACT NO. 245Q/2024/25
TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING,
VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE
CITY OF CAPE TOWN

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

T1.2 Tender Data

The conditions of tender for the Framework Contract are the Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause number	Tender Data
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C.1	General
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C.1.1	Actions
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C.1.1.1	<i>Add the following:</i>
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The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised. Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy and / or applicable law.

The Employer is the City of Cape Town ("City" or "CCT"), represented by the Corporate Services, Facilities Management.

C.1.2	Tender Documents
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Add the following:

The documents issued by the employer for the purpose of this tender, is described in the **Contents** page preceding **Part T1: Tendering Procedures** of this document.

In addition to the above, the following further documents are part of the tender:

VOLUME 1: Drawings (listed in C3.2 Engineering and, if applicable, in each Works Project)

VOLUME 2: The Principal Building Agreement Edition 6.2, May 2018 as prepared by the Joint Building Contracts Committee Incorporated. This publication is available and tenderers must obtain copies at their own cost.

VOLUME 4: The General Preambles for Trades 2017 as published by the Association of South African Quantity Surveyors

The standard forms of contract and the applicable reference standards may also be reviewed, by appointment, at the offices of the Principal Agent during normal office hours.

VOLUME 4: The Works Project contract document (this is a separate document to be issued for each Works Project)

- C1.2.1 The employer will only issue tender documents through its Tender Distribution Office as described on **T1.1 Tender Notice and Invitation to Tender**. Bidders who obtain documents through any means other than described herein, will not be known to the employer and may thus not receive tender notices and addendums.

It is the responsibility of bidders who obtain documents through any means other than described herein to notify the employer in accordance with C1.4 of these tender conditions that they are participating in the tender. The employer accepts no liability for any tender notices or addendums not reaching any bidders who obtained documents through any means other than described herein.

C.1.3 Interpretation

Add the following to C.1.3.3:

- C.1.3.3 g) **framework contract** means the Framework Contract defined in Part C1.2 Contract Data
h) **alternative panel** means Alternative Panel defined in Part C1.2 Contract Data
i) **winner** means Winner defined in Part C1.2 Contract Data
j) **winner-takes-all** means the basis on which the highest ranked contractor in an area and Work Project value range, "the winner" in terms of the framework tender evaluation, is allocated work on an on-going basis, unless he refuses a work opportunity (or if his offer is non-responsive/invalid), in which circumstance, if a alternative panel has been appointed for that area and Work Project value range, the next highest ranked contractor will be offered such work and so on until a contractor accepts
k) **Works Project** means Works Project defined in Part C1.2 Contract Data.

C.1.4 Communication and employer's agent

Delete the first sentence of the clause and replace with the following:

Verbal or any other form of communication, from the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its Director: Supply Chain Management or his nominee.

The Employer's contact details are:

Name: SCM DEPARTMENT: FACILITIES MANAGEMENT

Address: City of Cape Town
Civic Centre
12 Hertzog Boulevard
Cape Town 8001

E-mail: SCM.Tenders4@capetown.gov.za and/or FM.Tenders@capetown.gov.za

C.1.5 Cancellation and Re-Invitation of Tenders

Delete the full stop at the end of C.1.5.1 d) and replace with , or

Add the following after C.1.5.1 d):

- e) the parties are unable to negotiate market related pricing.

C.1.6 Procurement procedures

C.1.6.1

General

Add the following:

Four area's within the City of Cape Town municipal area have been identified for Works Projects from R0 up to R500 000: 1ME or higher which will be an area based award as outlined in the table below:

Area	Work Areas
Area 1	Work Areas will be anywhere within an area. Refer to the drawings for the boundaries of each region (where ambiguity exists as to the exact location of the boundary, i.e. if the boundary is shown as being directly on a road, then the boundary shall always be either to the north or the east of the road in question).
Area 2	
Area 3	
Area 4	Map included in Scope of Work

The Employer intends to appoint, a winner-takes-all per area and two alternative contractors, per area for the Works Project range from R0 up to R500 000: 1ME or higher as follows:

For the allocation of work on a "winner-takes-all" basis in terms of the definitions in C.1.3 above but reserves the right to appoint fewer tenderers, or not to appoint at all, for an area or areas.

CIDB Contractor Grading	Works Project value Range	Area	No. of Winners (1 st Ranked)	No. of Alternatives (2 nd and 3 rd ranked)	Total No. of awards
1ME or Higher	From R0 up to R500 000	Area 1	1	2	3
		Area 2	1	2	3
		Area 3	1	2	3
		Area 4	1	2	3

Works Projects from R500 001 up to R1 000 000: 2ME or higher and from R1 000 001 up to R3 000 000: 3ME or higher will be an citywide based award as outlined in the table below:

Area	Work Areas
Citywide (All four areas)	Work Areas will be in any Area (1- 4) within the City of Cape Town Municipal Area (Map Included in Scope of Work)

The Employer intends to appoint a winner-takes-all and two alternative contractors per Works Project range for Works Projects ranges from R500 001 up to R1 000 000: 2ME or higher and from R1 000 001 up to R3 000 000: 3ME or higher as follows:

For the allocation of work on a "winner-takes-all" basis in terms of the definitions in C.1.3 above but reserves the right to appoint fewer tenderers, or not to appoint at all, for the Work Project value range or Work Project value ranges.

CIDB Contractor Grading	Works Project value Range	Area	No. of Winners (1 st Ranked)	No. of Alternatives (2 nd and 3 rd ranked)	Total No. of awards
2ME or Higher	From R500 001 up to R1 000 000	Citywide	1	2	3
3ME or Higher	From R1 000 001 up to R3 000 000	Citywide	1	2	3

Tenderers may elect to tender for all areas and Works Project value ranges or less, as indicated by them in the schedule titled **Areas and Works Project ranges of preference**.

Contractors, once appointed and subject to operational requirements, will be invited to execute the Works by means of Works Projects in accordance with their appointed area(s) and Works Project value ranges on a “winner-takes-all” basis. The work will always be offered and, if accepted, allocated to the highest ranked tenderer (“the winner”) in the framework contracts for that area and works project value range, and only if he refuses (or if his offer is non-responsive/invalid) will the work be offered to the next highest ranked tenderer.

The framework contract period shall be for a period of not exceeding 36 Months from the commencement date of the contract, as stated in Part C1.2 Contract Data.

C.1.6.2 Competitive negotiation procedure

Add the following to C.1.6.2:

A competitive negotiation procedure will not be followed.

C.1.6.3 Proposal procedure using the two-stage system

Add the following to C.1.6.3:

A two-stage system will not be followed.

Add the following after C.1.6.3.2.2

C.1.6.4 Nomination of Standby Supplier

Standby Supplier means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the standby supplier in terms of the procedures included its SCM Policy.

C.1.6.5 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

C.1.6.5.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

C.1.6.5.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant’s rights were affected by the decision;
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision.

- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

C.1.6.5.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

- C.1.6.5.4** All requests referring to sub clauses C.1.6.5.1 and C.1.6.5.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 021 400 5963 or 021 400 5830

Via email at: MSA.Appeals@capetown.gov.za

- C.1.6.5.5** All requests referring to clause C.1.6.5.3 must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 086 202 9982 or 021 400 5830

Via email at: Access2info.Act@capetown.gov.za

C.1.6.5.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).

For purposes of the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

The Employer, its employees, representatives and sub-contractors may, from time to time, process the tenderer's and/or its employees', representatives' and/or sub-contractors' personal information, for purposes of, and/or relating to, the tender, the contract and these conditions of tender, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the processing of the latter personal information by the Employer's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The Employer's justification for the processing of such aforesaid personal information is based on section 11(1)(b) of POPIA, i.e., in terms of which the Employer's processing of the said personal information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicaAll requests relating to data protection must be submitted in writing to:

The City Manager - C/o the Information Officer, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 086 202 9982

Via email at: Popia@capetown.gov.za.

C.1.6.5.7 Compliance to the City's Appeals Policy.

In terms of the City's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as annexure 'B' (see Schedule 24). Alternatively, via EFT into the City's **NEDBANK** Account: **CITY OF CAPE TOWN** and using Reference number: **198158966**. You are required to send proof of payment when lodging your appeal.

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

In the event where the bidder does not have a Municipal account with the City, the fee or surcharge may be recovered in terms of the City's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

C.1.7 City of Cape Town Supplier Database Registration

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

C.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address **<https://secure.csd.gov.za>**.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL aspect with the tender conditions, specifications, pricing instructions and contract conditions.

Add the following after C.2.1.2:

C.2.1.3 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

C.2.1.4 Only those tenderers who satisfy the following criteria will be declared responsive:

C.2.1.4.1 **Construction Industry Development Board (CIDB) Registration**

Only those tenderers who are registered with the CIDB, or capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than the following contractor grading designations, are eligible to have their tenders evaluated.

- i. From R0 up to R500 000: 1ME or higher
- ii. From R500 001 up to R1 000 000: 2ME or higher
- iii. From R1 000 001 up to R3 000 000: 3ME or higher

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB;
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the ME class of construction work; and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than what is required for the Works Project value range contractor grading designation.

Notwithstanding the above, tenderers who are capable of being so registered with an active status with the CIDB prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders takes place when the Employer's Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication Committee).

For alpha-numerics associated with the contractor Grading Designations see Annex G attached.

C.2.1.4.2 **Compliance with requirements of CCT SCM Policy and procedures**

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Compulsory Enterprise Questionnaire** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided;
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- e) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practices that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the Employer whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;

- k) A completed Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

C.2.1.4.3 Minimum score for functionality

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality in the Works Projects Value ranges being tendered for. Functionality will be evaluated separately for each Works Project value range.

The minimum score for functionality is **70**. Tenderers that fail to achieve the minimum score for functionality will be declared as non-responsive.

Tenderers tendering for multiple areas and/or Works Project value ranges and meet the functionality criteria for the highest value range will automatically be considered to have met the functionality criteria for the lower value range(s).

Where the entity tendering is a Joint Venture, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 3, Part C5.2: Returnable Schedules).

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format or within 5 working days written request thereof to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information IN THIS TENDER SUBMISSION could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria for each Works Project value range is given below:

Functionality criteria for Works Projects from R0 up to R500 000: 1ME or higher

Criterion 1:			
Demonstrated experience of the tendering entity with respect to completed comparable projects within the last 5 years			
Indicator	Evaluation Criteria	Points	Weighting
1.1	0 completed comparable projects	0	50%
1.2	1 completed comparable project	20	
1.3	2 completed comparable projects	40	
1.4	3 completed comparable projects	60	
1.5	4 completed comparable projects	80	
1.6	5 or more completed comparable projects	100	

Comparable Project:

- Supply and Installation of Heating, Ventilation and Air Conditioning (HVAC) systems
- Repairs and Maintenance of Heating, Ventilation and Air Conditioning (HVAC) systems
- Servicing of Air Conditioning (HVAC systems)

Or a combination of the above

Minimum value of project:

To qualify, each project must have an individual minimum value of R55,000.00 (incl. VAT). Routine projects may also qualify as a project if their cumulative value exceeds R55,000.00. A Purchase Order for the routine project should be attached to substantiate the value of the routine project.

Projects valued below R55,000.00 (incl. VAT) will not be considered. Only projects aligned with the scope of a Comparable Project will meet the qualification criteria.

Returnable Schedule:

SCHEDULE 19: FUNCTIONALITY, TABLE A1 must be completed

Contract/Project Title; Description of relevant project; Details of Work; Completion date; Project references.

Job completion Certificates or Final Invoices should be appended.

All references must be contactable. The City reserves the right to contact all references provided.

Criterion 2: Trade tested Air-Conditioning and Refrigeration technician and SAQCC Gas Authorized Practitioners in the employ of the tendering company			
Indicator	Evaluation Criteria	Points	Weighting
2.1	0 Trade tested Air-Conditioning and Refrigeration technician in the employ of the tendering company OR 0 SAQCC Gas Authorized Practitioner registered in category A2 or A3 or A4 or B6 in the employ of the tendering company	0	40%
2.2	1 Trade tested Air-Conditioning and Refrigeration technician that <u>IS NOT</u> registered with SAQCC as a Gas Authorized Practitioner in Category A2 or A3 or A4 or B6 in the employ of the tendering company	25	
2.3	1 SAQCC Gas Authorized Practitioner that <u>IS</u> registered in Category A2 or A3 or A4 or B6 in the employ of the tendering company	50	
2.4	1 Trade tested Air-Conditioning and Refrigeration technician that <u>IS NOT</u> registered with SAQCC as a Gas Authorized Practitioner in Category A2 or A3 or A4 or B6 in the employ of the tendering company <u>AND</u> 1 SAQCC Gas Authorized Practitioner that <u>IS</u> registered in category A2 or A3 or A4 or B6 in the employ of the tendering company	75	
2.5	2 or more SAQCC Gas Authorized Practitioners that <u>ARE</u> registered in category A2 or A3 or A4 or B6 in the employ of the tendering company	100	

Returnable Schedule:

SCHEDULE 19: FUNCTIONALITY, TABLE A2 must be completed:

A certified Copy/Copies of the Air-Conditioning & Refrigeration Trade Test certificate(s) of the trade tested personnel in the employ of the tendering company should be appended.

A Copy/Copies of the SAQCC Authorized Practitioner Card of a practitioner(s) who are registered as a Category A2 or A3 or A4 or B6 Authorized Practitioner, authorized to install and maintain HVAC and refrigeration systems, who is within the employment of the Tendering company and registered in the company's name should be appended.

Criterion 3: Trade tested electrician post trade test experience			
Indicator	Evaluation Criteria	Points	Weighting
3.1	Trade tested Electrician with post trade test experience of less than 1 year	0	10%
3.2	Trade tested Electrician with post trade test experience greater than or equal to 1 year but less than 3 years	50	
3.3	Trade tested Electrician with post trade experience greater than or equal to 3 years	100	

Returnable Schedule:

SCHEDULE 19: FUNCTIONALITY, TABLE A3 must be completed:

A certified Copy of the Electrician Trade Test certificate of the trade tested personnel should be appended.

Functionality criteria for Works Projects from R500 001 up to R1 000 000: 2ME or higher

Criterion 1:			
Demonstrated experience of the tendering entity with respect to completed comparable projects within the last 5 years			
Indicator	Evaluation Criteria	Points	Weighting
1.1	0 completed comparable projects	0	50%
1.2	1 - 2 comparable projects	25	
1.3	3 - 4 comparable projects	50	
1.4	5 - 6 completed comparable projects	75	
1.5	7 or more completed comparable projects	100	

Comparable Project:

- Supply and Installation of Heating, Ventilation and Air Conditioning (HVAC) systems
- Repairs and Maintenance of Heating, Ventilation and Air Conditioning (HVAC) systems
- Servicing of Air Conditioning (HVAC systems)

Or a combination of the above

Minimum value of project:

To qualify, each project must have an individual minimum value of R55,000.00 (incl. VAT). Routine projects may also qualify as a project if their cumulative value exceeds R55,000.00. A Purchase Order for the routine project should be attached to substantiate the value of the routine project.

Projects valued below R55 000.00 (incl. VAT) will not be considered. Only projects aligned with the scope of a Comparable Project will meet the qualification criteria.

Returnable Schedule:

SCHEDULE 19: FUNCTIONALITY, TABLE A1 must be completed.

Job completion Certificates or Final Invoices should be appended.

All references must be contactable. The City reserves the right to contact all references provided.

Criterion 2:			
Trade tested Air-Conditioning and Refrigeration technician and SAQCC Gas Authorized Practitioners in the employ of the tendering company			
Indicator	Evaluation Criteria	Points	Weighting
2.1	0 Trade tested Air-Conditioning and Refrigeration technician in the employ of the tendering company OR 0 SAQCC Gas Authorized Practitioner registered in category A2 or A3 or A4 or B6 in the employ of the tendering company	0	40%
2.2	1 Trade tested Air-Conditioning and Refrigeration technician that <u>IS NOT</u> registered with SAQCC as a Gas Authorized Practitioner in Category A2 or A3 or A4 or B6 in the employ of the tendering company	25	
2.3	1 SAQCC Gas Authorized Practitioner that <u>IS</u> registered in Category A2 or A3 or A4 or B6 in the employ of the tendering company	50	
2.4	1 Trade tested Air-Conditioning and Refrigeration technician that <u>IS NOT</u> registered with SAQCC as a Gas Authorized Practitioner in Category A2 or A3 or A4 or B6 in the employ of the tendering company <u>AND</u> 1 SAQCC Gas Authorized Practitioner that <u>IS</u> registered in category A2 or A3 or A4 or B6 in the employ of the tendering company	75	
2.5	2 or more SAQCC Gas Authorized Practitioners that <u>ARE</u> registered in category A2 or A3 or A4 or B6 in the employ of the tendering company	100	

Returnable Schedule:

SCHEDULE 19: FUNCTIONALITY, TABLE A2 must be completed:

A certified Copy/Copies of the Air-Conditioning & Refrigeration Trade Test certificate(s) of the trade tested personnel in the employ of the tendering company should be appended.

A Copy/Copies of the SAQCC Authorized Practitioner Card of a practitioner(s) who are registered as a Category A2 or A3 or A4 or B6 Authorized Practitioner, authorized to install and maintain HVAC and refrigeration systems, who is within the employment of the Tendering company and registered in the company's name should be appended.

Criterion 3: Trade tested electrician post trade test experience			
Indicator	Evaluation Criteria	Points	Weighting
3.1	Trade tested Electrician with post trade test experience of less than 1 year	0	10%
3.2	Trade tested Electrician with post trade test experience greater than or equal to 1 year but less than 3 years	50	
3.3	Trade tested Electrician with post trade experience greater than or equal to 3 years	100	

Returnable Schedule:

SCHEDULE 19: FUNCTIONALITY, TABLE A3 must be completed and include the following:

A certified Copy of the Electrician Trade Test certificate of the trade tested personnel should be appended.

Functionality criteria for 3ME or higher: Works Projects from R1 000 001 up to R3 000 000

Criterion 1:			
Demonstrated experience of the tendering entity with respect to completed comparable projects within the last 5 years			
Indicator	Evaluation Criteria	Points	Weighting
1.1	0 completed comparable projects	0	50%
1.2	1 - 2 completed comparable projects	20	
1.3	3 - 4 completed comparable projects	40	
1.4	5 - 6 completed comparable projects	60	
1.5	7 - 8 completed comparable projects	80	
1.6	9 or more completed comparable projects	100	

Comparable Project:

- Supply and Installation of Heating, Ventilation and Air Conditioning (HVAC) systems
- Repairs and Maintenance of Heating, Ventilation and Air Conditioning (HVAC) systems
- Servicing of Air Conditioning (HVAC systems)

Or a combination of the above

Minimum value of project:

To qualify, each project must have an individual minimum value of R55,000.00 (incl. VAT). Routine projects may also qualify as a project if their cumulative value exceeds R55,000.00. A Purchase Order for the routine project should be attached to substantiate the value of the routine project.

Projects valued below R55,000.00 (Incl. VAT) will not be considered. Only projects aligned with the scope of a Comparable Project will meet the qualification criteria.

Returnable Schedule:

SCHEDULE 19: FUNCTIONALITY, TABLE A1 must be completed.

Job completion Certificates or Final Invoices should be appended.

All references must be contactable. The City reserves the right to contact all references provided.

Criterion 2:			
Trade tested Air-Conditioning and Refrigeration technician and SAQCC Gas Authorized Practitioners in the employ of the tendering company			
Indicator	Evaluation Criteria	Points	Weighting
2.1	0 Trade tested Air-Conditioning and Refrigeration technician in the employ of the tendering company OR 0 SAQCC Gas Authorized Practitioner registered in category A2 or A3 or A4 or B6 in the employ of the tendering company	0	40%
2.2	1 Trade tested Air-Conditioning and Refrigeration technician that <u>IS NOT</u> registered with SAQCC as a Gas Authorized Practitioner in Category A2 or A3 or A4 or B6 in the employ of the tendering company	25	
2.3	1 SAQCC Gas Authorized Practitioner that <u>IS</u> registered in Category A2 or A3 or A4 or B6 in the employ of the tendering company	50	
2.4	1 Trade tested Air-Conditioning and Refrigeration technician that <u>IS NOT</u> registered with SAQCC as a Gas Authorized Practitioner in Category A2 or A3 or A4 or B6 in the employ of the tendering company <u>AND</u> 1 SAQCC Gas Authorized Practitioner that <u>IS</u> registered in category A2 or A3 or A4 or B6 in the employ of the tendering company	75	
2.5	2 or more SAQCC Gas Authorized Practitioners that <u>ARE</u> registered in category A2 or A3 or A4 or B6 in the employ of the tendering company	100	

Returnable Schedule:

SCHEDULE 19: FUNCTIONALITY, TABLE A2 must be completed:

A certified Copy/Copies of the Air-Conditioning & Refrigeration Trade Test certificate(s) of the trade tested personnel in the employ of the tendering company should be appended.

A Copy/Copies of the SAQCC Authorized Practitioner Card of a practitioner(s) who are registered as a Category A2 or A3 or A4 or B6 Authorized Practitioner, authorized to install and maintain HVAC and refrigeration systems, who is within the employment of the Tendering company and registered in the company's name should be appended.

Criterion 3:			
Trade tested electrician post trade test experience			
Indicator	Evaluation Criteria	Points	Weighting
3.1	Trade tested Electrician with post trade test experience of less than 1 year	0	10%
3.2	Trade tested Electrician with post trade test experience greater than or equal to 1 year but less than 3 years	50	
3.3	Trade tested Electrician with post trade experience greater than or equal to 3 years	100	

Returnable Schedule:

SCHEDULE 19: FUNCTIONALITY, TABLE A3 must be completed and include the following:

A certified Copy of the Electrician Trade Test certificate of the trade tested personnel should be appended.

C.2.1.4.4 Compulsory clarification meeting

Not applicable but strongly recommended

C.2.1.4.7 Good standing with Bargaining Council

Only those tenders submitted by tenderers who are in good standing with the the **Metal & Engineering Industry Bargaining Council (MEIBC)** at the time of the tender award will be declared responsive. Tenderers must attach such proof to the schedule titled **Declaration in Respect of Compliance with Labour Legislation** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

C.2.3 Check documents

Delete the clause and replace with the following:

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Principal Agent at once of any such problems identified

C.2.7 Clarification meeting

Add the following:

The arrangements for the site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

C.2.8 Seek Clarification

Add the following after the first sentence:

The tenderer warrants that it has:

- inspected the Specifications and read and fully understood the Conditions of Contract.
- read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials,

plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.

- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

C.2.10 Pricing the tender offer

Add the following at the end of C.2.10.2:

C.2.10.2 (only applicable in respect of Works Projects).

Add the following new sub-clause after C.2.10.4:

C.2.10.5 Provide rates for the items specified in Part C2.2 Schedules of Rates only for the area(s) and Works Project value range(s) tendered for (refer to C.1.6.1). If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that item.

Certain items in the Schedules of Rates may have been linked to minimum/maximum quantities to provide for differential pricing in respect of economies of scale. Where such rate categories have been provided a rate must be inserted in each category for such items.

If a rate is not provided for any item in the Schedules of Rates in those schedules for the areas(s)/Works Project value range(s) tendered for, such item will be regarded as having a nil rate.

The tenderer may be requested by the Employer to clarify nil rates or items regarded as having nil rates. The Employer may also perform a risk analysis in respect of such rates in accordance with C.3.11.10.

The rates shall also be used to evaluate tender offers in accordance with C.3.11.

C.2.11 Alterations to documents

Delete the first sentence and replace with the following:

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer in writing, or necessary to correct errors made by the tenderer.

C.2.12 Alternative tender offers

Delete clauses C.2.12.1, C.2.12.2 and C.2.12.3 and replace with the following:

C.2.12.1 Alternative rates/tender offers will not be considered.

C.2.13 Submitting a tender offer

Add the following to C.2.13.1 at the end of the first sentence:

C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Delete the clause and replace with the following:

C.2.13.5 The tender submission details are all described on the General Tender Information page. If it is not possible to submit the original tender and the required copies (see C.2.13.3) in a single envelope, then seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

Add the following to C.2.13.6:

C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).

Add the following sub-clause after C.2.13.9:

C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents, or elements thereof, may be made available to the tenderer at the Employer's discretion, upon written request in terms of this clause, subject to the following:

- a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.

- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Schedules of Rates, in the same format (that is, layout, billed items, etc.) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.
- d) Where Addenda have been issued which amend the Schedules of Rates, then the printed Schedules of Rates shall take these into account. The pages of the issued Schedules of Rates should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

C.2.15 Closing time

Add the following to C.2.15.1 after the first sentence:

C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

C.2.16 Tender offer validity

Add the following to C.2.16.1:

C.2.16.1 The tender offer validity period is **12 weeks (84 days)**.

C.2.16.2 *Delete the clause and replace with the following:*

Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered "completed", despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non award". A "non award" is supported as a recommendation to the BAC for noting.

C.2.17 Clarification of tender offer after submission

Add the following to C.2.17 at the end of the third sentence:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documentation requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documentation.

C.2.18 Provide other material

Delete the following word in C.2.18.1 at the end of the first paragraph:

C.2.18.1 notarized

Add the following to C.2.18.1:

C.2.18.1 Provide, on written request by the Employer, where the transaction value (estimated combined total of prices for all possible Work Projects which may be allocated to the tenderer/contractor over the entire framework contract period) inclusive of VAT **exceeds R 10 million:**

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

- Add the following after C.2.18.2:*
- C.2.18.3 Tenderers shall fully cooperate with the Employer's external service provider or internal official(s) appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.
- Failure to fully cooperate could result in a tender being declared as non-responsive.
- C.2.18.4 **Compliance with Occupational Health and Safety Act, 85 of 1993**
Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.
- In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 18: Health and Safety Plan in T2.2 : Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.
- C.2.23 **Certificates**
Add the following:
The tenderer is required to submit the following:
- C.2.23.1 **Evidence of tax compliance**
Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause C.2.1.4.2 h). The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**.
- Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working day, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.
- Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status.
- C.2.23.2 **Preference Points for Specific Goals**
tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.
- Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.
- C.2.24 **Deviations and Qualifications**
- Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.
- The tenderer accept that the Employer will examine such deviations in terms of clause C.3.8.2 and shall not be bound to accept any such deviations or qualifications.
- It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Deviations and Qualifications by Tenderer** or not.

C.3 The Employer's undertakings

C.3.2 Issue Addenda

Delete the first sentence and replace with:

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. The issuing of addenda is subject to C1.2.1.

Add the following to C.3.2:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

C.3.4 Opening of tender submissions

Delete C.3.4.2 and replace with the following:

Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where possible, the amount of the bid and the preference indicated.

C.3.8 Test for responsiveness

C.3.8.2

Replace the final sentence of C.3.8.2 with the following:

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation.

Add the following after clause C.3.8.2

C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

C.3.9 Arithmetical errors, omissions and discrepancies

Delete clause C.3.9 in its entirety and replace with the following.

C.3.9 Corrections to tendered rates

In the event of tendered rates being declared by the Employer to be unacceptable to it because they are excessively high, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates objected to, it reserves the right to negotiate such rates subject to the provisions of C.3.20.

In the event of tendered rates being declared by the Employer to be unacceptable to it because they are excessively low, such rates cannot be amended. In this regard the Employer may then perform a risk analysis in terms of C.3.11.10.

C.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

C..10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate..

C.3.11 Evaluation of tender offers

Add the following after clause C.3.11.1

C.3.11.2 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score

C.3.11.3 The tender will be evaluated in terms of the requirements of the Preferential Procurement Regulations and SCM Policy as follows:

C.3.11.3.1 The preference point system applicable to this tender is either the 80/20 or 90/10 preference point system.

Preference points shall be based on the Specific Goal as per below:

Table B1: Awards above R750 000 and up to R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20) Equal/ below R50 mil	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>				
1	Gender are women (ownership)* >75% - 100% women ownership: 5 points >50% - 75% women ownership: 4 points >25% - 50% women ownership: 3 points >0% - 25% women ownership: 2 points 0% women ownership = 0 points	5	<ul style="list-style-type: none"> Company Registration Certification Central Supplier Database report 	<ul style="list-style-type: none"> Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report
2	Race are black persons (ownership)* >75% - 100% black ownership: 5 points >50% - 75% black ownership: 4 points >25% - 50% black ownership: 3 points >0% - 25% black ownership: 2 points 0% black ownership = 0 points	5	<ul style="list-style-type: none"> B-BBEE certificate; Company Registration Certification Central Supplier Database report 	<ul style="list-style-type: none"> South African National Accreditation System approved certificate or commissioned sworn affidavit Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report
3	Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 3 points >0% - 2% ownership: 1.5 point 0% ownership = 0 points	3	<ul style="list-style-type: none"> Proof of disability Company Registration Certification 	<ul style="list-style-type: none"> Medical certificate/ South African Revenue Services disability registration Issued by the Companies and Intellectual Property Commission
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>				
4	Promotion of Micro and Small Enterprises Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996) SME partnership, sub-contracting, joint venture or consortiums	7	<ul style="list-style-type: none"> B-BBEE status level of contributor; South African owned enterprises; Financial Statement to determine annual turnover 	<ul style="list-style-type: none"> Specifically in line with the respective sector codes which the company operates, South African National Accreditation System approved certificate or commissioned sworn affidavit Certificate of incorporation or commissioned sworn affidavit Latest financial statements (1 Year)
	Total points	20		

*Ownership: main tendering entity

OR

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10) <i>Above R50 mil</i>	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>				
1	Gender are women (ownership)* >75% - 100% women ownership: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1 point >0% - 25% women ownership: 0.5 point 0% women ownership = 0 points	3	<ul style="list-style-type: none"> Company Registration Certification Central Supplier Database report 	<ul style="list-style-type: none"> Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report
2	Race are black persons (ownership)* >75% - 100% black ownership: 3 points >50% - 75% black ownership: 2 points >25% - 50% black ownership: 1 point >0% - 25% black ownership: 0.5 point 0% black ownership = 0 points	3	<ul style="list-style-type: none"> B-BBEE certificate; Company Registration Certification Central Supplier Database report 	<ul style="list-style-type: none"> South African National Accreditation System approved certificate or commissioned sworn affidavit Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report
3	Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 1 points >0% - 2% ownership: 0.5 point 0% ownership = 0 point	1	<ul style="list-style-type: none"> Proof of disability Company Registration Certification 	<ul style="list-style-type: none"> Medical certificate/ South African Revenue Services disability registration Issued by the Companies and Intellectual Property Commission
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>				
4	Promotion of Micro and Small Enterprises <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	3	<ul style="list-style-type: none"> B-BBEE status level of contributor; South African owned enterprises; Financial Statement to determine annual turnover 	<ul style="list-style-type: none"> Specifically in line with the respective sector codes which the company operates, South African National Accreditation System approved certificate or commissioned sworn affidavit Certificate of incorporation or commissioned sworn affidavit Latest financial statements (1 Year)

	Total points	10		
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**Ownership: main tendering entity*

C.3.11.3.2 Price, preference and functionality will be scored, as relevant, to two decimal places.

C.3.11.3.3 Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Points will be awarded to tenderers who are eligible for preferences in terms of the specific goals set out in the **Preference Schedule** which is included in T2.2 Returnable Schedules.

The terms and conditions of the **Preference Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector**.

The tenderer shall indicate in Section 4 of the **Preference Schedule** in respect of the enterprise status or structure of the tendering entity (the supplier).

C.3.11.3.4 General procurement procedures specific to this tender are set out in C.1.6.1.

For the purposes of this tender, work areas within the City of Cape Town municipal area have been identified and are outlined in the table in C.1.6.1.

The Employer shall create, for tender evaluation purposes, simulated (representative) Works Projects, indicative of the nature of works required in each relevant Works Project range, and which shall include a typical project relating to the supply, installation and repairs and maintenance of heating, ventilation, and air conditioning systems made up of various line items as contained in the Schedule of Rates

The Employer shall have assigned quantities to the items in the Schedules of Rates necessary for the execution of the representative Works Projects. The assigned quantities shall be multiplied by the tendered rates submitted by the tenderers to obtain amounts that will be totalled to provide a financial offer for each tenderer for the representative Works Projects. The financial offer per relevant Work Project value range, required in terms of the Preferential Procurement Regulations shall be determined by the TOTAL of the sum of the representative Works Projects for each tenderer.

Based on the tender evaluation points scored in terms of the Preferential Procurement Regulations (as stated above) the responsive tenderers per area and in the relevant work project range will be considered, taking into account that

a) Each tenderer may only be awarded a maximum of four (4) awards:

- Two (2) awards as a Winner
- Two (2) awards as an alternative

However, in the event that any of the areas and/or Works Project ranges are left without a tenderer, the Employer reserves the right to offer an already successful tenderer more than four (4) awards, provided the tenderer can prove he has the capacity to undertake the additional work in the additional area and/or Works Project range.

b) if a tenderer has the highest tender evaluation points scored in more than two (2) areas or Works Project ranges, **AREAS AND WORKS PROJECT RANGES OF PREFERENCE** will be considered, where possible.

c) the tender evaluation points (in terms of the Preferential Procurement Regulations) would be the primary basis upon which awards will be made and the preference per area and Works project value ranges as indicated by tenderers in the schedule titled **AREAS AND WORKS PROJECT RANGES OF PREFERENCE** would be the secondary basis that will be considered by the Employer within the outcomes determined by the tender evaluation points.

The highest ranked tenderer ("the winner") will be appointed to an area or areas within a Works Project range and up to two additional tenderers may be appointed as alternative contractors for each area within a Works Project range (refer to C.1.6.1).

C.3.11.4 Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the Employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts with the Employer in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13).

C.3.13 Acceptance of tender offer

Delete first sentence of C.3.13 and replace with the following):

Accept the tender offer, if in the opinion of the employer, it does not present any material risk and only if the tenderer:

Delete C.3.13 a) and replace with the following):

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system., preventing participation in the employer's procurement,

Add the following below C.3.13 f)

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

C.3.13.1 The Employer reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- a) reports of poor governance or unethical behaviour, or both;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative media reports, including negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes;
- f) where the contractor has been restricted from doing business with the Employer; and
- g) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

C.3.13.2 The Employer reserves the right to nominate a standby supplier at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the standby supplier in terms of the procedures included in its SCM Policy.

C.3.13.3 The Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. The successful bidder shall, in addition, be advised of the 21-day appeal period, and be notified that no rights accrue to him/her until the bid is formally accepted in writing.

C.3.13.4 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

C.3.17 Provide copies of the contract

Add the following:

The number of paper copies of the signed contract to be provided by the Employer is one.

C.3.19

Add the following after C.3.19

C.3.20

Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a reasonable price with any of the three highest scoring tenderers.

Annex C

(normative)

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, honestly and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her [duties impartially](#);
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new

requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept 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.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

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.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge 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.

C.2.7 Clarification meeting

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.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 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 fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 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.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do 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.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule

that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices indicated in cases of lump sum tenders and where're feasible for rates based tenders.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical

proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed for specific goals. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer

- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Annex G

(normative)

Alpha-numerics associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters applicable after 7 October 2019

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

Table G2: Classes of construction work

Description	Designation	Definition	Work types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity; or	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township Reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or	Buildings and ancillary works other than those categorised as being: a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS Stores Walls

Description	Designation	Definition	Work types	Examples
Mechanical engineering works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors. a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal. removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal. removal, renovation, alteration or, dismantling of lifts, escalators, travellers and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	

Description	Designation	Definition	Work types	Examples
	SK	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

CONTRACT NO. 245Q/2024/25



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM – 663

Approved by Branch Manager: 15/07/2024

Version: 6.3

Page 46 of 269

FRAMEWORK CONTRACT DOCUMENT (WINNER-TAKES-ALL TYPE)

FOR THE

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

Framework Contract Period: Not exceeding 36 months from date of commencement

Works Projects: From R0 up to R500 000: 1ME or higher
From R500 001 up to R1 000 000: 2ME or higher
From R1 000 001 up to R3 000 000: 3ME or higher

THE CONTRACT

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 62** of this document
- Table 1: Tender preference claim (B-BBEE contribution) is on **page 60** of this document

ISSUED BY:	COMPILED BY:	For official use.
DIRECTOR: CORPORATE SERVICES: FACILITIES MANAGEMENT CITY OF CAPE TOWN Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001	CORPORATE SERVICES: FACILITIES MANAGEMENT CITY OF CAPE TOWN Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001	TENDER SERIAL No.: SIGNATURES OF CITY OFFICIALS AT TENDER OPENING 1. 2. 3.

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	

FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	
Alternative Offer (see clause C.2.12)	

FILE REFERENCE NO:

Part C1: Agreements and Contract Data

	Pages
Memorandum of Agreement.....	49 – 50
C1.1 Form of Offer and Acceptance	51 – 55
C1.2 Contract Data (data supplied by the Employer)).....	56 – 84
C1.2 Contract Data (provided by contractor)	85
C1.3 Form of Guarantee for Construction	86 – 89
C1.4 Form of Guarantee for Advance Payment.....	90 – 91
C1.5 Occupational Health and Safety Agreement	92
C1.6 Protection of the Environment Declaration.....	93
C1.7 Insurance Broker's Warranty	94
C1.8 Contract of Temporary Employment as Community Liaison Officer	95 – 97
C1.9 Works Project Acceptance/Refusal Notice	98

MEMORANDUM OF AGREEMENT

FOR

**245Q/2024/25: TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND
 MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT
 VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN
 MADE AND ENTERED INTO BETWEEN**

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

CONTRACTOR	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The “Contractor” / “tenderer”)	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE CONTRACTOR	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

(HEREINAFTER COLLECTIVELY REFERRED TO AS “THE PARTIES” AND INDIVIDUALLY A “PARTY”)

Preamble

WHEREAS the City of Cape Town is desirous to award this Tender to the successful Contractor;

AND WHEREAS the City of Cape Town will consider and evaluate the offer made by the Tenderer/Contractor;

AND WHEREAS the Parties agree that this Contract is subject to the terms and conditions as contained in the final award of the City's Bid Adjudication Committee (BAC);

AND WHEREAS the Tenderer/Contractor agrees that the terms and conditions of the award will become binding upon communication of the award made by the BAC, upon the expiration of the prescribed appeal period in terms of Section 62 of the Municipal Systems Act and the furnishing of a duly counter signed contract by the City to the Contractor reflecting the BAC award.

NOW THEREFORE, the Parties agree and confirm that the Contract contains the following:

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) the JBCC Principal Building Agreement Edition 6.2 of May 2018),
- d) the Drawings,
- e) the Scope of Work,
- f) the Pricing Data, and
- g) the conditions of tender, the tender data and tender schedules

SIGNED AT _____ (PLACE) ON THE _____ (DAY) OF _____ (MONTH AND YEAR)

For and on behalf of the Contractor
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT NO. 245Q/2024/25: TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

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 completed Schedules of Rates (excluding VAT) for the areas and/or Works Project ranges tendered for, as contained in Part C2.2 Pricing Data, shall form the tender offer. These rates shall be multiplied, as applicable, by the quantities required in respect of relevant items to develop individual Works Projects to be allocated in accordance with the procedures described in Part C1.2 Contract Data in this Framework Contract document.

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.

Contractor	
Business Name	
Business Registration	
Tax number (VAT)	
Physical Address	
Signed – who by signature hereto warrants authority	
Name of signatory	
Signed: Date	
Signed: Location	
Signed: Witness	
Name of Witness	

For official use.		
INITIALS OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

Acceptance

By signing this part of this form of offer and acceptance, the City of Cape Town accepts the tenderer's (now Contractor's) offer. In consideration thereof, the City of Cape Town shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the contractor's offer shall form an agreement between the City of Cape Town and the contractor upon the terms and conditions contained in this document.

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this framework agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

The contractor shall within two weeks after contract commencement, contact the City of Cape Town to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents 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 the contract.

Unless indicated otherwise in the Deviation Schedule, this agreement comes into effect on the date when the contractor and confirms receipt from the City of Cape Town of one complete, signed copy of this contract containing price schedule as awarded by the BAC, including the schedule of deviations (if any).

This agreement constitutes a framework contract for the purposes of developing individual Works Projects to be allocated in terms of the procedures described in the contract, the area(s) and Works Project ranges awarded to the contractor in terms of this term tender process being recorded in the schedule of deviations.

Employer	
Business Name	
Business Registration	
Tax number (VAT)	
Physical Address	
Accepted contract sum including tax	
Signed – who by signature hereto warrants authority	
Name of signatory	
Signed: Date	
Signed: Location	
Signed: Witness	
Name of Witness	

Schedule of Deviations

Notes:

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

1 Subject Status of Contractor per area(s) and Works Project value range(s) awarded.

Details The status of the contractor with respect to the area(s) and Works Project value range(s) awarded to the contractor in terms of this term tender process is recorded in the table below.

Works Projects from R0 up to R500 000: 1ME or higher

Areas ¹ :	1ME or higher	Area 1	Area 2	Area 3	Area 4
Status of contractor (tick as applicable):	Winner				
	Alternative No. 1				
	Alternative No. 2				

¹ Unused areas are to be struck through.

Works Projects from R500 001 up to R1 000 000: 2ME or higher

Work Areas ¹ :	2ME or higher	Citywide
Status of contractor (tick as applicable):	Winner	
	Alternative No. 1	
	Alternative No. 2	

Works Projects from R1 000 001 up to R3 000 000: 3ME or higher

Work Areas ¹ :	3ME or higher	Citywide
Status of contractor (tick as applicable):	Winner	
	Alternative No. 1	
	Alternative No. 2	

2 Subject
Details

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

3 Subject
Details

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

4 Subject
Details

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

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

TENDER 245Q/2024/25: TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

(TO BE FILLED IN BY THE CONTRACTOR)

Confirmation of Receipt

The contractor identified in the offer part of the Contract hereby confirms receipt from the City of Cape Town (identified in the acceptance part) of 1 (one) complete, signed copy of the Contract containing price schedule as awarded by the BAC, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

The Conditions of Contract are clauses 1 to 30 of the **JBCC Principal Building Agreement (Edition 6.2 of May 2018)**, as prepared by the Joint Building Contracts Committee Inc.

Copies of these conditions of contract may be obtained from various constituent members' areaal offices. Please consult the JBCC webpage on www.jbcc.co.za for contact details of these members.

The pro forma "JBCC Principal Agreement Contract Data" as defined in clause 1 of the conditions of contract as prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

The pro forma "Guarantee for Construction" and "Guarantee for Advanced Payment" as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

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 JBCC Principal Building Agreement shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance
- b) the Contract Data
- c) JBCC Principal Building Agreement Edition as stated herein
- d) the Drawings
- e) the Scope of Work
- f) the Pricing Data
- g) the Model Preambles for Trades.

PRINCIPAL BUILDING AGREEMENT Contract Data

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN
Reference number	245Q/2024/25
Works description	<p>Work Allocation Procedures are applicable to all Works Project ranges.</p> <p>Works Projects from R0 up to R500 000; 1ME or higher – Area based</p> <p>Works Projects from R500 001 up to R1 000 000: 2ME or higher – Citywide based</p> <p>Works Projects from R1 000 001 up to R3 000 000: 3ME or higher – Citywide based</p> <p>(Including VAT and contingencies but excluding Contract Price Adjustment, if applicable):</p> <p>UNPLANNED MAINTENANCE Unplanned maintenance constitutes as unforeseen incidents and where immediate reactive action is required when the incident occurs. Incidents under this category can be classified as:</p> <ul style="list-style-type: none"> • normal and emergency breakdown of infrastructure, systems and sub-systems which were unforeseen or unknown to the user prior the breakdown; • damage to structure, infrastructure and or; • loss of supply, basic services as a result of unforeseen failure which required immediate remedial attention to restore services that supports operations. In the case of unplanned work, the line department will proceed with the normal works order process as described below. <p>NORMAL BREAKDOWNS Such maintenance is generally unplanned and requires action towards restoring an asset to its respective operational condition as a result of unforeseen failure. In the case of unplanned work, the line department will proceed with the normal works order process as described below.</p> <p>EMERGENCY BREAKDOWNS Such maintenance is generally unplanned and deemed as reactive maintenance that requires action towards restoring an asset to its respective operational condition as a result of unforeseen failure and/or natural disaster that seriously affects the functioning of the asset as well as health and safety of the user. This type of breakdown should be understood in conjunction with the FM SOP as well as the SCM definition of an emergency. Due to the serious implications that could arise from the nature of above mentioned, such emergency breakdowns must be attended to immediately. The employer will request the service provider to make safe the area whereafter the normal works process will follow.</p> <p>WORKS ALLOCATION PROCEDURE The procedures for the allocation of Works Projects, given below, are to be read in conjunction with clause Part T1.2 Tender Data and in the Contract Data. These procedures include the development of a Works Project contract document, applying the tendered rates in order to arrive at a financial offer, receiving the contractor's Works Project contract document, and allocating the Works Project to the contractor, on a "winner-takes-all" basis as follows: "whereby the work will always be offered and, if accepted, allocated to, the highest ranked tenderer ("the winner") in the framework contracts for that area and Works Project value range, and only if he refuses (or if his offer is non-responsive) will the work be offered to the next highest ranked tenderer".</p>

	<p>In terms of the foregoing, “the contractor” in the procedures below is the <u>contractor under consideration in a particular area and Works Project value range</u> (starting with “the winner”) for allocation of the Works Project.</p> <p>The procedures are summarised under the stages below, wherein the Employer (acting through his agent) shall</p> <p>Stage 1: Employer prepares Works Project contract document and prices bills of quantities using the contractor’s rates for the area and applicable Works Project value range</p> <ul style="list-style-type: none"> a) select a Work Area within the area for the execution of the Works Project; b) prepare a Works Project contract document, including Bills of Quantities and Scope Work therein; and c) compile priced bills of quantities for the contractor appointed to the area, using his framework contract rates; <p>Note: The employer will allocate works projects on an ad-hoc basis and based on operational requirements. Further to this, the employer will undertake a review of the contractors ability execute multiple in progress projects (for all projects in each area within a works projects ranges) based on compliance to turnaround times stipulated in this work allocation procedure.</p> <p>The contractor may not be considered for the allocation of a works project if the Contract Manager receives a report of poor performance or finds the contractor non-compliant to the works order process described, unless the Contract Manager deems otherwise. Only the alternative contractor in that area and Works Project value range will then be invited to execute the work under consideration.</p> <p>If the Project Manager requests additions to the Scope of Work after the site clarification meeting an additional 2 working days will be added to the the response time required.</p> <p>Stage 2: Contractor collects copy of Works Project contract document and attends a Works Project meeting</p> <ul style="list-style-type: none"> d) make available to the contractor a copy of the Works Project contract document with the Bills of Quantities priced by the Employer; e) simultaneously, invite the contractor to attend a compulsory Works Project meeting; f) conduct the Works Project meeting, including discussing any issues the contractor may have (this may result in changes being made to the Works Project contract document and it being re-issued); and g) receive any Refusal Notice from the contractor timeously after the meeting; <p>Stage 3: Contractor submits completed Works Project contract document and Employer allocates Works Project</p> <ul style="list-style-type: none"> h) if the contractor who attended the Works Project meeting did not submit a refusal notice, request him to complete the Returnable Schedules, Form of Offer, Works Project Acceptance/Refusal Notice, etc. in the Works Project contract document and submit the completed document to the Employer; and i) test submission for completeness and allocate the Works Project to the contractor or, if his offer is non-responsive, repeat the processes in h) and i) with the alternative contractor that has the next highest ranking. <p>Further details of the procedures under the above stages are given below.</p> <p>Stage 1</p>
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	<p>As and when the Employer requires work to be executed in a Works Project under the framework contract, the Employer shall specify, <i>inter alia</i>, the nature, location(s), extent, scope of work, proposed programme and contract period for the work required, in a Works Project contract document comprising, as relevant, Work Allocation Procedures, Returnable Schedules, Agreements and Contract Data, Bills of Quantities and Scope of Work.</p> <p>In the Bills of Quantities the Employer shall assign quantities to the work items relating to the specific Scope of Work in the Works Project. The assigned quantities shall be multiplied by the framework contract rates to constitute amounts that will be totalled to provide a financial offer for the contractor for this specific Works Project.</p> <p>Stage 2</p> <p>The Employer will generate a report from the City of Cape Town's SAP System listing all open Purchase Orders under this framework agreement. If the combined value of these open Purchase Orders exceeds the contractor's maximum contract capacity relevant to the contractors CIDB grading, as defined by the CIDB's Works Capability table (Refer to Annex G, Table G1: Contractor grading designations and associated parameters applicable after 7 October 2019), the contractor will not be considered for additional assignments. Further work may only be assigned once existing Purchase Orders are closed out and the total value of open Purchase Orders falls below the contractor's maximum capacity unless the employers representative deems otherwise.</p> <p>The Employer shall invite the contractor under consideration in the particular area and/or Works Project value range to attend a compulsory Works Project meeting at a time and venue disclosed in writing by the Employer.</p> <p>The Employer shall issue the invitation three (3) working days prior to the meeting date, and simultaneously make available to the contractor his individually priced Works Project contract document.</p>
	<p>The Employer shall conduct the compulsory Works Project meeting on the date specified. The purpose of this meeting is to inform the contractor of the Scope of Work required in the Works Project. The meeting shall furthermore serve to answer any queries the contractor may have in respect of the required work, billed items and quantities, etc. (this may result in changes being made to the Works Project contract document and its being re-issued as in f) above).</p> <p>A contractor who fails to attend the compulsory Works Project meeting will be excluded from further participation in the Works Project allocation process.</p> <p>Included in the Works Project contract document is a Works Project Acceptance/Refusal Notice requesting the contractor to state in writing whether he accepts/refuses the opportunity afforded to participate further in the work allocation procedure (i.e. that he is willing/not willing to undertake the work specified in the Scope of Work and Bills of Quantities and has/has not the necessary resources, available to complete the work within the required Works Project contract period should he be allocated the work). The contractor who refuses will be required to complete and return the Works Project Acceptance/Refusal Notice, either by fax or email, to the Employer within five (5) working days after the compulsory Works Project meeting.</p> <p>Stage 3</p> <p>The Works Project contract document shall be completed, signed and returned by the contractor to the Principal agent's offices no later than five (5) working days after the date of the compulsory Works Project meeting or after receipt thereof if changes thereto were required (refer to f) above).</p> <p>The Employer will specify the proposed Works Project construction time period (time from the date specified for commencement with Works execution to Due Completion Date) for completing the specified Works in the Scope of Work in the Works Project contract document.</p>

	<p>The submission of a fully completed and signed Works Project contract document is mandatory for the contractor who accepts, and the contractor may be requested by the Employer to complete and/or sign his submission, if necessary, should he have not already done so.</p> <p>A contractor whose offer is non-responsive, or who failed to return the completed, signed Works Project contract document (the offer) within the time stated herein, will be excluded from further participation in the Works Project allocation process.</p> <p>Acceptance of the contractor's offer takes place on the date the contractor (now Contractor in terms of the Contract) receives the City of Cape Town's official purchase order, such date being the Commencement Date of the Works Project contract.</p> <p>Working days for these procedures are Mondays to Fridays.</p>
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A2.0 Site [1.1]

Erf / stand number	The sites are located throughout the municipal area of the City of Cape Town as defined in each Works Project
Township / Suburb	As defined in the Works Project Document
Site address	As defined in the Works Project Document
Local authority	As defined in the Works Project Document

A 3.0 Employer [1.1]

Name	Directorate: Corporate Services Department: Facilities Management		
Legal entity of above	City of Cape Town	Contact person	Director: Facilities Management
Business registration number		Telephone number	
VAT /GST number		Mobile number	
Country		Email	
Postal Address	PO Box 4518, Cape Town		
		Postal Code	
Physical Address	Civic Centre, 12 Hertzog Boulevard Cape Town		
		Postal Code	

A 4.0 Principal Agent [1.1]

Name	Senior Professional Officer: Facilities Management Tenders and Contracts		
Legal entity of above	City of Cape Town	Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
	PO Box 4518, Cape Town	Postal Code	

A 5.0 **Agent** [1.1; 6.2]

Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 6.0 **Agent** [1.1; 6.2]

Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 7.0 **Agent** [1.1; 6.2]

Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 8.0 **Agent** [1.1; 6.2]

Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 9.0 **Agent** [1.1; 6.2]

Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 10.0 **Agent** [1.1; 6.2]

Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 11.0 **Agent** [1.1; 6.2]

Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 12.0 **Agent** [1.1; 6.2]

Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

B CONTRACT DATA

B 1.0 Definitions [1.1]

Bills of quantities: System/ Method of measurement	Latest edition of Standard System for Measurement of Building Work in South Africa
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works , state country [2.1]	South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	ZAR
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost	2

Documents comprising the agreement	Notes
Agreement	See Definition
Priced Document	See Definition
Contract Drawings	See below

Contract drawings – description	Number	Revision	Date
N/A			

NOTE: If insufficient space, please see annexure: -	
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B 5.0 Employer's agents [6.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [6.2]

Principal Agent [6.1, 6.2] Principal agent is an employee of the Employer

Delegations to other **agents** will be confirmed in writing during contract execution [6.2]

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

Principal agent is an employee of the Employer

B 6.0 Design Responsibility [7.0]

[7.1]	Description of elements of the works for which the contractor is responsible	1. All elements requiring design by the contractor will be detailed individually in each works project, 2. Shop drawings may be required for works projects
[7.2]	Description of elements of the works for which subcontractors are responsible	1.N/A 2. 3. 4. 5. 6. 7. 8.

B 7.0 Insurances [10.0] and Securities [11.0]

Insurances [10.0]

Insurances by employer			Amount including tax	Deductible amount including tax
Removal of lateral support insurance [10.1.4; 10.2]			To be determined for each Works Project	
Other insurance [10.1.5]			To be determined for each Works Project	
Yes/ no?		If yes, description 1		
Yes/ no?		If yes, description 2		

and/ or

Insurances by contractor			Amount including tax	Deductible amount including tax
Contract works insurance:				
	New works [10.1.1] (contract sum or amount)		To be determined for each Works Project	To be determined for each Works Project
or	Works with practical completion in sections [10.2] (contract sum or amount)		To be determined for each Works Project	To be determined for each Works Project
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		To be determined for each Works Project	To be determined for each Works Project
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		To be determined for each Works Project	To be determined for each Works Project
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		To be determined for each Works Project	To be determined for each Works Project
	Escalation, professional fees and reinstatement costs if not included above		25% of insured value	
Total of the above contract insurance amount				
Supplementary insurance [10.1.2]			To be determined for each Works Project	To be determined for each Works Project
Public liability insurance [10.1.3]			R20 million	R20'000
Removal of lateral support insurance [10.1.4]			To be determined for each Works Project	To be determined for each Works Project
Other insurance [10.1.5]:				

Yes/ no?	Yes	See 10.1.5 to 10.1.8 of Contract Data	To be determined for each Works Project	To be determined for each Works Project
Yes/ no?		If yes, description 2		

Securities [11.0]

Guarantee for Construction [11.1]

Securities provided by contractor	Percentage
Value of Fixed Guarantee for Construction [11.1, 11.1.2]	
Works Projects from R0 up to R500 000	R50 000 blanket per area
Works Projects from R500 001 up to R1 000 000	R100 000 blanket
Works Projects from R1 000 001 up to R3 000 000	R200 000 blanket

Guarantee for Advance Payment [11.2.2, 12.1.8, 27.1.8, 27.2.4, 29.9]

ADVANCE PAYMENT SCHEDULE	
<p>The purpose of this schedule is to itemise specific Plant and materials not yet brought on to the Site for building into the Permanent Works and for which the Employer is prepared to make advance payments to the Contractor, subject to the conditions below.</p> <p>The items of Plant and materials which have been identified by the Employer as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the Employer.</p>	
Plant and materials which have been manufactured and are stored at places other than the Site:	Plant and materials yet to be manufactured and for which a deposit with order is required from the Contractor by a manufacturer/supplier, and which may be stored at places other than the Site after manufacture:
Not Applicable	Not Applicable
<p>Conditions:</p> <ol style="list-style-type: none">1) The Contractor can only rely on advance payment being permitted by the Employer in respect of the Plant and materials listed in the table above. The Employer may, however, permit advance payment for other Plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Contractor.2) Advance payment for the purposes of deposits will only be provided up to a limit of 20% of the value of any one item being claimed.3) The Contractor shall provide the Employer with documentary evidence of the terms and conditions for which a deposit with order is required by a manufacturer/supplier, together with the Guarantee for Advance Payment.4) The Contractor will also be permitted to obtain advance payment for the balance of the value of the Plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored at a place other than the Site. The Contractor shall, in respect of such payment, provide an Guarantee for Advance Payment, either for such balance or, if the Guarantee for Advance Payment in respect of the deposit is to be returned by the Employer upon request, for the whole value of the item. <p>NOT APPLICABLE</p>	

B 8.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes/ no?	Yes
If yes, description	All work to be carried out in/on premises that are occupied. The contractor to take this into account in compiling work schedules and Health and Safety procedures for each Works Project		
Restriction of working hours [12.1.2]		Yes/ no?	Yes
If yes, description	Will be identified in each Works Project		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes/ no?	Yes
If yes, description	Will be identified in each Works Project		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes/ no?	Yes
If yes, description	Will be identified in each Works Project		
Supply of free issue [12.1.10]		Yes/ no?	Yes
If yes, description	Will be identified in each Works Project		
Documents to be submitted / complied with by the contractor before possession of the site can be given [12.1.14]			
<ul style="list-style-type: none">- Proof of Registration / Good Standing with Building Industries Bargaining Council (BIBC) and/or Metal & Engineering Industry Bargaining Council (MEIBC)- Proof of good standing / compliance with requirements of the Compensation for Occupational Injuries and Diseases Act- Signed Health and Safety Agreement together with Department of Labour approvals as required			

B 9.0 Nominated subcontractors [14.0]

Specialisation 1	Will be identified in each Works Project
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 10.0 Direct contractors [16.0]

Extent of work [12.1.11]	None
Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	

B 11.0 Description of sections [20.1]

Section 1	Will be identified in each Works Project
Section 2	Will be identified in each Works Project

Section 3	Will be identified in each Works Project
Section 4	Will be identified in each Works Project
Section 5	Will be identified in each Works Project
Section 6	Will be identified in each Works Project
Section 7	Will be identified in each Works Project
Section 8	Will be identified in each Works Project
Section	Remainder of works

B 12.0 Possession of site [12.1.5], practical completion [19.0;20.0] and penalties [24.0]

Practical completion for the works as a whole	Intended date of possession of the site [12.1.5]	Period for inspection by the principal agent [19.3]	Date for practical completion [12.2.7; 24.1]	Penalty [24.1]
	Date	working days	Date	Penalty amount per calendar day
	As defined in the Works Project Document	As defined in the Works Project Document	As defined in the Works Project Document	As per calculation below.

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the section [12.1.5]	Period for inspection by the principal agent [19.3]	Date for practical completion [12.2.7; 24.1]	Penalty [24.1]
	Date	working days	Date	Penalty amount per calendar day
Section 1	As defined in the Works Project Document	As defined in the Works Project Document	As defined in the Works Project Document	As per calculation below.
Remainder of the works	As defined in the Works Project Document	As defined in the Works Project Document	As defined in the Works Project Document	As per calculation below

Works Project value range:

From R0 up to R500 000: $\text{Penalty/day} = \frac{\text{Works Project value}}{\text{Works Project Period}} \times 5\%$

From R500 001 up to R1 000 000: $\text{Penalty/day} = \frac{\text{Works Project value}}{\text{Works Project Period}} \times 5\%$

From R1 000 001 up to R3 000 000: $\text{Penalty/day} = \frac{\text{Works Project value}}{\text{Works Project Period}} \times 5\%$

Additionally, should such delays result in extended services by the principal agent, the client reserves the right to recover the associated costs by offsetting these amounts against the penalties payable by the contractor.

Criteria to achieve practical completion not covered in the definition of practical completion
Will be identified in each Works Project Document, but in general:
<ul style="list-style-type: none"> - In each section by the due date all finishes and services must be commissioned and ready for final tenant installation. - In Cash Offices no outstanding defects may be present as the contractor will not be allowed access into these areas once operations have commenced. - All operating manuals, as built drawings, guarantees, etc. must be provided. -Certificates of Compliance (COC's) must be provided. Will be identified in each Works Project Document

B 13.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]			
Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	Yes	
Method to calculate	<p>13.1 Adjustment for Year 1</p> <p>Rates will remain fixed for the first 12 months of the contract period unless 15 months or more have elapsed between the tender closing date to contract commencement, in which case an initial adjustment shall be applied at contract commencement. Refer to 13.1.1 below.</p> <p>13.1.1 Adjustment prior to commencement due to delays in award</p> <p>Rates will be adjusted for the period exceeding 15 months after tender closing and up to contract commencement.</p> <p>The base month will be the calendar month prior to tender closing and the current month will be two months prior to commencement.</p> <p>13.2 Adjustment for Year 2</p> <p>CPAP for Year 2 will be calculated in month 12 based on current indices for month 10 and will be applicable for the next 12 months with the base month being the calendar month prior to the tender closing date.</p> <p>13.3 Adjustment for Year 3</p> <p>CPAP for Year 3 will be calculated in month 24 based on current indices for month 22 and will be applicable for the next 12 months with the base month being the calendar month prior to the tender closing date.</p>		

	<p>Contract Price Adjustment Provisions (CPAP) will be based on the STATS SA Statistical Release P0151.1</p> <p>The principal agent shall calculate an adjustment amount for each valuation period in respect of each work group by the application of the formula:</p> $A = 0.85 \times V \left(\frac{X_e}{X_o} - 1 \right)$ <p>Where: A = the adjustment amount 0.85 = a constant which provides for a 15% nonadjustable Element V = the work value in such work group and the valuation period Xe = the value of the index applicable to such work group and the valuation period for the calendar month during which the payment certificate is dated Xo = the value of the index applicable to such work group for the base month</p>
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CPAP Work Group Indices:

Work group 170: Mechanical Services
Work group 172: Refrigeration Installations
Work group 171: Ductwork installations
Work group 160: Electrical Installations
Work group 190: Preliminaries

25.12	Payment Reduction up to date of practical completion	%	<p>Works Project value range from R0 up to R500 000: 10%</p> <p>Works Project value range from R500 001 up to R1 000 000: 10%</p> <p>Works Project value range from R1 000 001 up to R3 000 000: 5%</p>
25.12	Payment Reduction after date of practical completion	%	<p>Works Project value range from R0 up to R500 000: 5%</p> <p>Works Project value range from R500 001 up to R1 000 000: 5%</p> <p>Works Project value range from R1 000 001 up to R3 000 000: 2.5%</p>
25.12	Payment Reduction after date of final completion	%	0%

B 14.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Association of Arbitrators,
Applicable rules for adjudication [30.6.2]	

B 15.0 JBCC General Preliminaries – selections

Provisional bills of quantities [P2.2]		Yes / no?	No	
Availability of construction information [P2.3]		Yes / no?	Will be identified in each Works Project	
Previous work – dimensional accuracy – details of previous contract(s) [P3.1]		Will be identified in each Works Project		
Previous work – defects – details of previous contract(s) [P3.2]		Will be identified in each Works Project		
Inspection of adjoining properties – details [P3.3]		Will be identified in each Works Project		
Handover of site in stages – specific requirements [P4.1]		Will be identified in each Works Project		
Enclosure of the works – specific requirements [P4.2]		Will be identified in each Works Project		
Geotechnical and other investigations – specific requirements [P4.3]		Will be identified in each Works Project		
Existing premises occupied – details [P4.5]		Will be identified in each Works Project		
Services – known – specific requirements [P4.6]		Will be identified in each Works Project but typically costs will be for the Contractor's account		
Water [P8.1]	By contractor	Yes/no?	No	unless specified otherwise.
	By employer	Yes/no?	Yes	unless specified otherwise
	By employer - metered	Yes/no?	No	unless specified otherwise
Electricity [P8.2]	By contractor	Yes/no?	No	unless specified otherwise
	By employer	Yes/no?	Yes	unless specified otherwise
	By employer - metered	Yes/no?	Yes	unless specified otherwise
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	No	unless specified otherwise
	By employer	Yes/no?	Yes	unless specified otherwise
Communication facilities – specific requirements [P8.4]		Will be identified in each Works Project		
Protection of the works – specific requirements [P11.1]		Will be identified in each Works Project		
Protection / isolation of existing works and works occupied in sections – specific requirements [P11.2]		Will be identified in each Works Project		
Disturbance – specific requirements [P11.5]		Will be identified in each Works Project		
Environmental disturbance – specific requirements [P11.6]		Will be identified in each Works Project		

B 16.0 Changes made to JBCC documentation

See part D of this document

Note: The amendments contained in Part D of this document constitutes the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect.

C TENDERER'S SELECTIONS

C 1.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	Start date		End date	
Year 2 contractor's annual holiday period	Start date		End date	
Year 3 contractor's annual holiday period	Start date		End date	

C 2.0 Payment of preliminaries [25.0]

Option A	Assessed by the principal agent , an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for contract price adjustment (cost fluctuations) shall be excluded for the calculation of the aforesaid ratio
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C 3.0 Adjustment of preliminaries [26.9.4]

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

For the adjustment of **preliminaries** both the **contract sum** and the **contract value** shall exclude the amount of **preliminaries**, contingency sum(s) and any provision for contract price adjustment (cost fluctuations)

Option A	<p>The preliminaries shall be adjusted in accordance with an allocation of preliminaries amounts to be provided by the contractor in his bid submission of the tender as follows:</p> <ul style="list-style-type: none">- An amount which shall not be varied;- An amount varied in proportion to the contract value as compared to the contract sum;- An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period <p>Where the above-mentioned information is not provided the following allocation of preliminaries amounts may apply:</p> <ul style="list-style-type: none">- Ten per cent (10%) shall not be varied- Fifteen per cent (15%) shall be varied in proportion to the contract value as compared to the contract sum- Seventy-five per cent (75%) shall be varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period <p>Where completion in sections is required the contractor shall provide an appointment of preliminaries per section. Should the contractor fail to provide the apportionment of preliminaries per section the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
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D CHANGES MADE TO JBCC DOCUMENTATION

The pro forma “JBCC Principal Agreement: Contract Data” as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

The pro forma “Guarantee for Construction” and “Guarantee for Advanced Payment” as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

PRINCIPAL BUILDING AGREEMENT

The clauses listed below replaces in full the corresponding clauses as contained in the conditions of contract:

DEFINITIONS

1.0 GENERAL PROVISIONS

1.1 Definitions

AGREEMENT (also referred to as **FRAMEWORK CONTRACT**): The JBCC Principal Building Agreement (by reference), the completed **contract data**, Part C1.1 Form of Offer and Acceptance and other documents reduced to writing and signed by the authorised representatives of the **parties**.

BILLS OF QUANTITIES: The document drawn up in accordance with the measuring system [CD] and the Pricing Assumptions contained in the Pricing Data.

CONSTRUCTION PERIOD: The period commencing on the date on which the possession of the **site** was handed over to the **contractor** as recorded on the site possession certificate and ending on the **date for practical completion** and excluding all statutory holidays and those annual building holiday periods as stated in the **contract data**.

CONTRACT PERIOD: The period, relating to a **works project**, commencing on the date of the authorisation of the **purchase order** and ending on the date of **final completion**

CONTRACT SUM: The accepted amount of each **works project** within the value range as stated in the **contract data**

CONTRACT VALUE: A monetary value initially equal to the **contract sum** exclusive of **tax** [CD] and any allowances for contingencies, subject to adjustment in terms of this **agreement**.

DATE FOR PRACTICAL COMPLETION: The contractual completion date or dates based on the **construction period** as stated in the **contract data** or revision thereof on or before which the **contractor** agrees to bring the **works** or **sections** thereof to **practical completion**

DATE OF PRACTICAL COMPLETION: The actual or deemed date or dates on which the **contractor** achieves **practical completion**

FRAMEWORK CONTRACT: See **agreement**

FRAMEWORK CONTRACT MANAGER: See **principal agent**

FRAMEWORK CONTRACT PERIOD: The period stated in the **contract data**, during which **works projects** may be allocated to the **contractor** and for which **purchase orders** may be authorised on the SAP system provided that such orders be completed prior to the expiry of the **framework contract period**; provided that the **framework contract** shall continue to remain in force after the expiration of the **framework contract period** in the event that the **works** of the **contractor's** last **works project** are only completed in all respects after the expiration of the **framework contract period**, and a **certificate of final completion** has been issued by the **principal agent** for that **works project** in accordance with the **agreement**.

GUARANTEE FOR ADVANCE PAYMENT: A **security** at call obtained by the **contractor** from a financial institution approved by the Employer, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.4: Form of Guarantee for Advance Payment, and that replaces the term JBCC® Guarantee for Advance Payment wherever it occurs in the Agreement

GUARANTEE FOR CONSTRUCTION: A security at call obtained by the **contractor** from a financial institution approved by the **employer**, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.3: Form of Guarantee for Construction, and that replaces the term JBCC® Guarantee for Construction wherever it occurs in the Agreement

PRINCIPAL AGENT: The party named in the **contract data** and/or appointed by the **employer** with full authority and obligation to act in terms of the **agreement**, or **works project**, as the context requires

PURCHASE ORDER: The official **purchase order** authorised on the City of Cape Town's SAP System

SCHEDULE OF RATES: The document drawn up in accordance with the Pricing Assumptions contained in the Pricing Data of the **framework contract** and that will be used to compile the **bills of quantities**.

ALTERNATIVE PANEL; A number of **contractors** appointed by the **employer** under **framework contracts** to be available to execute **works projects** as and when they arise, on a "winner-takes-all" basis as stated in the **agreement**, in the order of their ranking in terms of the **framework contract** tender evaluation, and then only if the **winner** has refused a work opportunity (or if his offer is non-responsive/invalid).

WINNER: The **contractor** appointed by the **employer** under the **framework contract** to be available to execute **works projects** as and when they arise, on a "winner-takes-all" basis as stated in the **agreement**, and who will be allocated work on an on-going basis, unless he refuses a work opportunity (or if his offer is non-responsive/invalid), for the duration of the **framework contract period**

WORKS: The works, applicable to the **works projects** individually or as a whole, described in general terms in the **contract data**, detailed in the **contract documents**, ordered in **contract instructions** and including the **contractor's** and **n/s subcontractors'** temporary works. **Works** includes **materials and goods** and those supplied free or otherwise by the **employer** to the **contractor** and excludes work or installations to be executed by **direct contractors**

WORKS PROJECT: A part of the **works** to be performed (task) by the **contractor** under the **agreement**, the specific terms, conditions and scope of the **works project** being specified in a **works project contract document**.

WORKS PROJECT CONTRACT DOCUMENT: The documentation required to be completed for each **works project** in which the specific terms, conditions and scope of the **works project** is specified

WORKS PROJECT ACCEPTANCE / REFUSAL NOTICE: The formal notification, signed by the successful tenderer/prospective **contractor** and sent to the **employer**, of his decision to accept/ refuse the opportunity afforded to participate further in the **contractor** appointment procedure for a **works project** as specified in the **agreement**.

INTELLECTUAL PROPERTY: means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

1.2 Interpretation

- 1.2.6 The **agreement** is the entire contract between the **parties** regarding the matters addressed in the **agreement**. No representations, terms, conditions or warranties not contained in the **agreement** shall be binding on the **parties**. No agreement or addendum varying, adding to, deleting or terminating the **agreement** including this clause shall be effective unless reduced to writing and signed by the **parties**

1.3 Intellectual Property

- 1.3.1 The contractor acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the **employer**.
- 1.3.2 The contractor hereby assigns to the **employer**, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 1.3.3 The contractor shall, and warrants that it shall:

- 1.3.3.1 not be entitled to use the **employer's** Intellectual Property for any purpose other than as contemplated in this contract;
- 1.3.3.2 not modify, add to, change or alter the **employer's** Intellectual Property, or any information or data related thereto, nor may the contractor produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the **employer**;
- 1.3.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the **employer**;
- 1.3.3.4 comply with all reasonable directions or instructions given to it by the **employer** in relation to the form and manner of use of the **employer** Intellectual Property, including without limitation, any brand guidelines which the **employer** may provide to the contractor from time to time;
- 1.3.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 1.3.3.1 to 1.3.3.3 above;

unless the **employer** expressly agrees thereto in writing after obtaining due internal authority.

- 1.3.4 The **contractor** represents and warrants to the **employer** that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the **employer** from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the contractor of any third party's Intellectual Property rights.
- 1.3.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the **employer's** Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the **employer** by the contractor and no copies thereof shall be retained by the contractor unless the **employer** expressly and in writing, after obtaining due internal authority, agrees otherwise.

1.4 Protection of Personal Information Act of 2013

- 1.4.1 By submitting a tender to the Employer, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Contractor thereby acknowledges and unconditionally agrees:
- 1.4.2 that the Contractor has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the Employer's reporting purposes;
- 1.4.3 to the collection and processing of the Contractor's personal information by the Employer and agrees to make available to the Employer, all information reasonably required by the Employer for the above purposes;
- 1.4.4 that the personal information the Employer collects from the Contractor or about the Contractor may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 1.4.5 undertakes to keep the Employer and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the Employer (including the costs incurred in defending or contesting any such claim) in relation to the Contractor or the Contractor's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the Employer's failure to obtain the Contractor's consent or to notify the Contractor of the reason for the processing of the Contractor's personal information;
- 1.4.6 to the disclosure of the Contractor's personal information by the Employer to any third party, where the Employer has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 1.4.7 that, under POPIA, the Contractor may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the Employer in relation to you, subject to applicable law; and
- 1.4.8 that under POPIA, subject to applicable law, the Contractor also has the right to be notified of a personal information breach and the right to object to, or restrict, the Employer's processing of its personal information.

- 1.4.1 All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Corporate Services Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via fax at: 086 202 9982
Via email at: Popia@capetown.gov.za.

2.0 LAW, REGULATIONS, NOTICES AND POLICIES

- 2.1 The **contractor** shall comply with the **law [CD]**, obtain permits, licences and approvals required and pay related charges for the execution of the **works** [17.1.4]. The **employer** shall comply with the **law [CD]** obtain permits, building or similar permissions and pay charges for the **works** other than those which are the responsibility of the **contractor**. [26.4.1]

Where the **Employer** is required to apply to the Provincial Director of the Department of Labour for a construction work permit to perform the intended construction work of any **works project**, the **employer** shall do so upon receipt of relevant documents as stated in clause 12.1.14.

- 2.4.4 Sent by telefax – within one (1) **working day** after transmission (if agreed to by both parties)
- 2.5 The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised. Please refer to this document contained on the CCT's website.
- 2.6 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy.

3.0 OFFER AND ACCEPTANCE

- 3.1.1 The following principles will be applicable to the allocation of **works projects**:
- 3.1.1.1 The **employer** reserves the right to plan and effect individual **works projects** at its sole discretion and subject to the availability of funding
- 3.1.1.2 The **employer** will only order those quantities of work items which it actually requires for execution in a **works project** from time to time. The **employer** reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.
- 3.1.1.3 The **works projects** shall be executed in areas identified within the City of Cape Town municipal area and outlined in clause C.1.6.1 in Part T1.2 Tender Data, on a "winner-takes-all" basis as described therein.
- 3.1.1.4 The procedures for the allocation of **works projects** are described in detail in the **contract data**
- 3.3 This **agreement** shall come into force as indicated in Part C1.1 Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

5.0 DOCUMENTS

- 5.2 The **parties** shall sign the original **contract documents** and shall each be issued with a copy thereof. The original signed **contract documents** shall be held by the **employer**.
- 5.4 The **principal agent** shall decide, and advise the **contractor**, which parts of the **priced document** may be used as a specification of **materials and goods** or methods, if any.

6.0 EMPLOYER'S AGENTS

- 6.1 The **employer** warrants that the **principal agent** has full authority and obligation to act and bind the **employer** in terms of the **agreement**, or any **works project**, subject to the limitations detailed in clauses 17 and 26. The **principal agent** has no authority to amend the **agreement**.

6.6 The **employer** shall not interfere with or prevent the **principal agent** or an **agent** from exercising fair and reasonable judgement when performing his obligations in terms of this **agreement** or any **works project**

7.0 DESIGN RESPONSIBILITY

7.1 The **contractor** shall not be responsible for the design of the **works** other than what is identified in the **contract data** [CD] and the **contractor's** and **subcontractors'** temporary works. The **contractor** shall not be responsible for the coordination of design elements other than what is identified in the **contract data** [CD] and the **contractor's** and **subcontractors'** temporary works.

9.0 INDEMNITIES

9.2.7 Physical loss or damage to an existing structure and contents thereof where this **agreement** is alterations or additions to an existing structure beyond the amounts stated [CD] for which the **contractor** must provide insurance. Should such an event occur, the **contractor** shall forthwith give **notice** to the **principal agent**.

10.0 INSURANCES

10.1.5 Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

10.1.6 Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

10.1.7 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

10.1.8 Where the **agreement** involves manufacturing and/or fabrication of the **works** or part thereof at premises other than the **site**, the **contractor** shall satisfy the **employer** that all materials and equipment for incorporation in the **works** are adequately insured during manufacture and/or fabrication. In the event of the **employer** having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the **contractor's** Policies of Insurance.

10.2 Where **practical completion** in **sections** is required [20.0] or the **works** is for alterations or renovations to an existing building(s) the effecting of contract works insurance [10.1.1-4] shall be the responsibility of the **contractor** to the values stated [CD].

10.3 The **party** responsible for effecting such insurances [10.1.1-5 10.2] shall make available to the other party, before commencement of the **construction period**, documentary evidence as provided for in C1.6: Insurance Brokers Warranty as contained in this document, that insurances have been effected, and provide proof of extension or renewal of such insurances before their expiry. Upon request the party responsible for effecting insurances shall provide the other **party** with the entire policy wording of such insurances.

10.6 Where this **agreement**, or any **works project**, is terminated [29.0] and the **contractor** is not required to make good the physical loss or repair damage to the **works**, the right to the proceeds of an insurance claim shall vest in the **employer**. The **party** responsible for the insurance shall give **notice** to the insurer to clarify the status of the insurance cover and /or further insurance obligations applicable to the **works**, Public Liability Insurance, Supplementary Insurance and Removal of Lateral Support Insurance.

11.0 SECURITY

11.1 Provide a **Guarantee for Construction (fixed)** to the **employer** within fourteen (14) **calendar days** of the commencement of the contract as stated below.

11.1.1 No clause

11.1.2 The **Guarantee for Construction** (fixed) and payment reduction shall be set at the percentages as stated in the **contract data**. The **contractor** shall keep such **security** valid and enforceable until the only or last **certificate of practical completion** has been issued.

11.2.2 Provide a **Guarantee for Advance Payment**, the authenticity of which has been verified by the Employer's Treasury Department, where an advance payment is required. The **contractor** shall keep such **security** valid and enforceable until the advanced payment has been repaid [11.3].

11.4.1 No clause

11.5 No clause

11.6 No clause

11.10 The **contractor** shall waive his lien within 7 (7) **calendar days** of the commencement of the **contract period**. The **contractor** shall ensure that a waiver of lien is included in all subcontracts and that the **works** executed on the **site** are kept free of all liens and other encumbrances at all times [11.10]

12.0 DUTIES OF THE PARTIES

12.1.1 No clause

12.1.14 List documents the **contractor** must submit and/or comply with before possession of the **site** can be given

12.1.15 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the CCT shall monitor the performance of the Supplier on at least a monthly basis, and the Supplier agrees to provide the CCT with its full cooperation in this regard.

12.2.1.a The **contractor** shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the **site**. The **contractor** shall also provide at his own cost any additional facilities outside the **site** required by him for the purposes of the **works**.

12.2.2 Prior to the authorising of the **purchase order** the **contractor** shall submit to the **principal agent** the works project acceptance / refusal notice.

14.0 NOMINATED SUBCONTRACTORS

14.1.1 Prepare tender documents in conformity with the **n/s subcontract agreement** and the requirements of the **employer** for work intended to be executed by a *nominated subcontractor*

14.1.2 Call for tenders as follows:

14.1.2.a For subcontract work over R 300 000, 00, advertise the proposed subcontract works in accordance with the requirements of the **employer**.

14.1.2.b For subcontract work less than R 300 000, 00, invite at least three tenders from a shortlist approved by the **employer**.

14.1.3 Scrutinize the received tenders for compliance with the tender documents, in consultation with the **employer**

15.0 SELECTED SUBCONTRACTORS

15.1.1 Prepare tender documents in conformity with the **n/s subcontract agreement** and the requirements of the **employer** for work intended to be executed by a *selected subcontractor*

15.1.2 Call for tenders as follows:

15.1.2.a For subcontract work over R 300 000, 00, advertise the proposed subcontract works in accordance with the requirements of the **employer**.

15.1.2.b For subcontract work less than R 300 000, 00, invite at least three tenders from a shortlist compiled by the **principal agent** and the **contractor**.

15.1.3 Scrutinize the received tenders for compliance with the tender documents, in consultation with the **contractor**

16.0 DIRECT CONTRACTORS

16.1.4 Provide an area for site establishment, allow the use of personnel welfare facilities, provide water, lighting and electrical power to a position within 50m of where the direct contract work is to be carried out and allow use of erected scaffolding and hoisting equipment while it remains erected.

17.0 CONTRACT INSTRUCTIONS

17.1 The **principal agent** may issue **contract instructions** to the **contractor**, provided that approval is sought from the **employer** for any revision of the **date for practical completion** and adjustment of the **contract value**, regarding:

17.1.21 Position, standard, content and permission for erection of notice boards [12.2.18]

22.0 LATENT DEFECTS LIABILITY PERIOD

22.2. Where termination of this **agreement**, or any **works project**, occurs before the achievement of **final completion**, the latent defects liability period shall end:

23.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION

23.6.2 The cause and effect of the delay on the current date for **practical completion** to the extent that the delay exceeds concurrent delays caused by or at the risk of the **contractor**, where appropriate, illustrated by a change to the critical path of the current **programme**

23.7 The **principal agent** shall make all assessments, prepare relevant documentation, make recommendations, advise and enable the **employer** to grant in full, reduce or refuse the **working days** claimed within thirty (30) **working days** of receipt of the claim, and:

23.8 Where there is a failure to act within the period [23.7] such claim shall be deemed to be refused. The **contractor** may give **notice** of a disagreement [30.1] where a claim is refused, reduced or there was a failure to act.

25.0 PAYMENT

25.2 The **principal agent** shall regularly by the due date [CD] issue **payment certificates** to the **contractor** with a copy to the **employer** until and including the issue of the **final payment certificate**. A **payment certificate** may be for a nil or negative value. The **principal agent** shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of the contract and as described in the Scope of Work.

25.10 The **employer** shall pay the **contractor** the amount certified in an issued **payment certificate** within thirty (30) calendar days of the date for issue of the **payment certificate** [CD] including default and/or compensatory interest. The Contractor may submit a fully motivated application regarding more frequent payment the Principal Agent to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of Employer and is not a right in terms of this contract.

25.12 For the purpose of the fixed **guarantee for construction** and payment reduction [11.1.2], the value of work executed [25.3.1] and **materials and goods** [25.3.2] shall be subject to the percentage adjustments as stated in the **contract data**.

25.12.1 No clause

25.12.2 No clause

25.12.3 No clause

25.14.2 No clause

25.14.3 No clause

26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT

26.1 The **principal agent** shall determine the value of adjustments to the **contract value** in cooperation with the **contractor** in the preparation of the **final account**, subject to the approval of the **employer**. Where such adjustments require measurement on **site**, the contractor shall have the right to be present.

26.9.5 Adjust the **contract value** according to the contract price adjustment method, if applicable [CD]. Furthermore, if as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents. Similarly, if as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents .. The base month will be the calendar month six months after the tender closing date

26.9.7 Adjust the **contract value** for any **materials and goods** imported from outside the Republic of South Africa based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **Employer's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column (B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

26.9.7.1 Adjustment for variations in rates of exchange:

- a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by **Employer's** main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Schedules of Quantities for the relevant items.
- d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Contractor may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- e) The Contractor (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the schedule titled "**Price Basis for Imported Resources**".
- f) When the **Contractor** (or supplier or **sub-contractor**) so obtains forward cover, the **Contractor** shall immediately notify the **Employer** of the rate obtained and furnish the **Employer** with a copy of the foreign exchange contract note.
- g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below. Failure to provide such evidence shall result in no such recalculation shall be considered by the Employer.
- h) The adjustments shall be calculated upon the value in foreign currency in the Contractor's (or supplier's or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

26.9.7.2 Adjustment for variations in Customs Surcharge and Customs Duty:

- a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the **Contractor** shall advise the **Principal Agent** of any changes which occur.

26.9.7.3 Adjustment for Variation in Labour and Material Costs

- a) If the prices for imported **materials and goods** are not fixed, the **Contractor** shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.
- b) Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

27.0 RECOVERY OF EXPENSE AND/OR LOSS

27.2.6 Termination of this **agreement**, or any **works project**

27.1.4 Penalties for breach of conditions of granting preferences in terms of the **Preference Schedule**.

- 27.1.5 Penalties for failure to meet targeted labour and local enterprises contract participation goals (if applicable)
- 27.1.6 Any other fines or penalties levied in accordance with any of the specifications
- 27.4.1 In case of insolvency of the Contractor, in addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
 - 27.4.1.1 at any time, terminate the Contract by giving written notice to the Supplier; or
 - 27.4.1.2 accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

28.0 SUSPENSION BY THE CONTRACTOR

28.1.1 No clause

29.0 TERMINATION

Termination by the employer

29.1 The **employer** may give notice of intention to terminate this **agreement**, or any **works project**, where:

29.1.1 The **contractor** has failed to provide a **guarantee for construction** [CD]

29.1.2 The **contractor** has failed to proceed with the **works** [12.2.17]

29.1.3 The **contractor** has failed to comply timeously with a **contract instruction** [17.0]

29.1.4 The **contractor** has failed to provide, documentary evidence that insurances have been effected [10.3]

29.1.5 The **contractor** is a sole proprietor or a sole member of a Closed Corporation who has died.

29.1.6 A material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy.

29.1.7 The implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

29.1.7.1 reports of poor governance and/or unethical behaviour;

29.1.7.2 association with known notorious individuals and family of notorious individuals;

29.1.7.3 poor performance issues, known to the Employer;

29.1.7.4 negative social media reports;

29.1.7.5 adverse assurance (e.g. due diligence) report outcomes;

29.1.7.6 where the contractor has been restricted from doing business with the Employer; or

29.1.7.7 circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

29.2 Where the **employer** contemplates terminating this **agreement**, or any **works project**, the **employer** or the **principal agent** on instruction from the **employer** shall give **notice** thereof to the **contractor** of a specified default [29.1.1-7], to be remedied within ten (10) **working days** of the date of receipt of such **notice**.

29.3 Where the **contractor** has not remedied a specified default within such period [29.2] the **employer** may forthwith give **notice** to the **contractor** of termination of this **agreement**, or any **works project**

29.11 Where this **agreement**, or any **works project**, is terminated, the **contractor** shall forthwith give **notice** of termination of the **n/s subcontract agreement** to each **subcontractor**

Termination by the contractor

29.14 The **contractor** may give **notice** of intention to terminate this **agreement**, or any **works project**, where the **employer** has failed to:

29.14.1 No clause

29.15 Where the **contractor** contemplates terminating this **agreement**, or any **works project**, the **contractor** shall give **notice** to the **employer** and/or the **principal agent** of a specified default [29.14.1-7], to be remedied within ten (10) **working days** of the date of receipt of such **notice**

29.16 Where a specified default has not been remedied within such period [29.15] the **contractor** may forthwith give **notice** to the **employer** and the **principal agent** of the termination of this **agreement**, or any **works project**

29.17 Where this **agreement**, or any **works project**, is terminated:

29.17.7 No clause

- 29.20 Either **party** may give **notice** of intention to terminate this **agreement**, or any **works project**, where:
- 29.21 The **party** contemplating termination of this **agreement**, or any **works project**, shall give ten (10) **working days' notice** to the other **party**. Where this **agreement**, or any **works project**, is terminated by either **party**:
- 29.21.3 No clause

30.0 DISPUTE RESOLUTION

- 30.1 Should any disagreement arise between the **employer** (or the **principal agent** or an **agent**) and the **contractor** arising out of or concerning the action or inaction of the **employer** (or **principal agent** or an **agent**) or the **contractor**, or any other matter concerning this **agreement**, or any **works project**, (including the validity thereof), either **party** may give a **notice** of a disagreement to the other. The **parties** shall attempt to resolve such disagreement between them and record such resolution in writing signed by them
- 30.5 Failure to comply with the procedure described [30.3-4] shall cause the dispute to be resolved by litigation and not adjudication
- 30.6.5 Where the adjudicator has not given a determination within the time period allowed or extended time period provided in the JBCC Rules for Adjudication, either **party** may give **notice** to the other **party** and to the adjudicator that if such determination is not received within ten (10) **working days** of receipt of this **notice** his appointment is thereupon automatically terminated and such dispute is then referred to further adjudication or litigation, at the option of the claimant
- 30.7 No clause

General

- 30.10 Where the **parties** fail to specify a body to nominate the adjudicator [30.6.1] the referring **party** shall have the right to choose a local recognised body to suggest one or more persons with appropriate skills to be appointed as an adjudicator. Such nomination shall be binding on the **parties**.

AGREEMENT No Clause

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C1.2 Contract Data

Data provided by the Contractor

The name of the Contractor is

The address of the Contractor is

Physical : Address	Postal : Address
.....
.....
.....
.....

Telephone : Fax:

email :

CONTRACTOR’S ANNUAL HOLIDAY PERIODS DURING CONSTRUCTION PERIOD

Year 1 contractor’s annual holiday period	Start date		End date
Year 2 contractor’s annual holiday period	Start date		End date
Year 3 contractor’s annual holiday period	Start date		End date

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C1.3 Form of Guarantee for Construction

PERFORMANCE GUARANTEE

For use with the Conditions of Contract as described in C1.2: Contract Data Part 1: Contract Data provided by the Employer

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The City of Cape Town, Corporate Services, Facilities Management

"Contractor" means: :

"Principal Agent" means:

"Works" means: Works Projects which may be allocated in the Area/Works Project range, individually or as a whole as the context provides, under Framework Contract No. 245Q/2024/25: TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN .

"Site" means: The sites as defined in the Contract Data.

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties, and includes the Works Project Agreement.

"Guaranteed Sum" means: The maximum aggregate amount

Works Project from R0 up to R500 000: R50 000 blanket per area
Works Project from R500 001 up to R1 000 000: R100 000 blanket
Works Project from R1 000 001 up to R3 000 000: R200 000 blanket
.

Amount in words The maximum aggregate amount of:

Works Project from R0 up to R500 000: Fifty Thousand Rand blanket per area
Works Project from R500 001 up to R1 000 000: One Hundred Thousand Rand blanket per Works Project Range
Works Project from R1 000 001 up to R3 000 000: Two Hundred Thousand Rand blanket per Works Project Range
.

"Expiry Date" means: The date of issue by the Principal Agent of the last final Practical Completion Certificate for the Works Projects in an area and Works Project Value range.

CONTRACT DETAILS

Principal Agent issues: Interim Payment Certificates, Final Payment Certificates and the Certificates of Completion of the Works, in respect of individual Works Projects, as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Principal Agent and/or the Employer shall advise the Guarantor in writing of the date on which the last Practical Completion Certificate of the Works for the Works Projects in a area- and Works Project range has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 28 February 2023) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Limited
FirstRand Bank Limited
Investec Bank Limited
Nedbank Limited.
Standard Bank of SA Limited

International Banks (with branches in South Africa):

Barclays Bank PLC.
CitibankNA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
Mutal and Federal Risk Financing Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance
Santam Limited

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

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C1.4 Form of Guarantee for Advance Payment

NOT APPLICABLE

Schedule of Plant and materials

Not Applicable

CITY OF CAPE TOWN

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C1.5 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "EMPLOYER") AND

..... ,
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I, , representing

..... , as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day of.....20....

Witness

Mandatory

Signed at on the.....day of.....20

Witness

for and on behalf of
City of Cape Town

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

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C1.6 Protection of the Environment Declaration

PROTECTION OF THE ENVIRONMENT DECLARATION

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO.: 245Q/2024/25

CONTRACT TITLE: TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

I/ we,.....{Contractor} record as follows:

1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Schedules of Rates items for the Environmental Management Programme.
4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Principal Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 4.1 The Principal Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
 - 4.2 The Principal Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Principal Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed
CONTRACTOR

Date.....

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

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C1.7 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8001

Dear Sir

CONTRACT NO.: 245Q/2024/25

CONTRACT TITLE: TERM TENDER TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned term tender contract have been issued and, in the case of blanket/umbrella policies, will be endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to each Works Project contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

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C1.8 Contract of Temporary Employment as Community Liaison Officer

NOT APPLICABLE

Construction Contract No.:

PROJECT.....

AGREEMENT made between the CONTRACTOR and the Community Liaison Officer....., hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above named construction contract.

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be **R460** per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
 - (i) 9¼ hours per day
 - (ii) 45 hours per week;
 - (iii) 5 days per week;
 - (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
 - (v) A spread-over period of 12 hours.
- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

3.5 Workers and the CLO will not be permitted to work under conditions of:

- (i) undisciplined or unruly behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) criminal actions by the employee;
- (v) strike action or political stayaways.

3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:

- (i) undisciplined or unruly behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) wilful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.

3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- (i) the name of the Contractor;
- (ii) the CLO's name;
- (iii) the number of days worked by the CLO;
- (iv) the rate per day;
- (v) the details of any deductions made;
- (vi) the actual amount paid to the CLO.

3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.

3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.

3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

6. **THUS AGREED AND SIGNED BY THE PARTIES:**

Contractor:

Community Liaison officer:

Date:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

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C1.9 Works Project Acceptance/Refusal Notice

Should the contractor accept the work opportunity, he shall do so on this form as part of his Works Project offer.

Should the contractor wish to refuse the work opportunity, he shall do so on this form, which must be returned to the offices of the Principal Agent as soon as possible, but not later than the date for submission of the offer.

The contractor who fails to submit a refusal notice, or an offer, by the due date will be **excluded** from further participation in the work allocation process.

I/We herewith

Accept	<input type="checkbox"/>	}	Tick applicable box
Refuse	<input type="checkbox"/>		

the opportunity afforded to me/us by the City of Cape Town to participate in the work allocation process as set out in the Work Allocation Procedures for the work specified in the Works Project contract document.

I/We accept that no contractor will be allocated work unless the contractor has demonstrated to the satisfaction of the Employer that he has the resources, including a site specific construction manager, required for this Works Project.

I/We agree to the construction time period specified in the Scope of Work.

CONTRACTOR'S NAME:

AUTHORISED CONTACT PERSON (NAME):

SIGNATURE:

DATE:.....

Part C2: Pricing Data

Pages

C2.1 Pricing Assumptions.....	100 – 101
C2.2 Schedules of Rates	102 – 131

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this framework contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices (rates).

These Pricing Assumptions are applicable to the Schedules of Rates in this document. Pricing Assumptions applicable to the Bills of Quantities in Works Project contract documents are provided in such documents.

1. The Schedule of Rates have been drawn up in accordance with the latest edition of the "Standard System of Measuring Building Work published by the South African Association of Quantity Surveyors.

Descriptions in the Schedule of Rates are abbreviated and comply generally with those in the "General Preambles for Trades 2017".

2. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
3. No quantities are set out in the Schedules of Rates and the Contractor will be required to undertake whatever quantities may be directed by the Principal Agent from time to time in the relevant Works Project. The final Contract Price for each completed Works Project shall be computed from the actual quantities of work done, valued at the relevant rates (refer to Clause 10 in these Pricing Assumptions in this regard).
4. Rates inserted in the Schedules of Rates are deemed to be based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
5. The rates (excluding VAT) inserted in the Schedules of Rates shall be the full inclusive rates for the work described under the several items. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable rates shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith shall be provided for and included in the rates tendered for such items.

6. A rate is to be entered against each item in the Schedules of Rates for the area(s) and Works Project value ranges selected by the Tenderer. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

7. The units of measurement described in the Schedules of Rates are metric units. Abbreviations which may be used in these Schedules of Rates are as follows:

mm	=	Millimetre	h	=	hour
m	=	Metre	kg	=	kilogram
km	=	Kilometre	t	=	ton (1000 kg)
km-pass	=	kilometre-pass	No.	=	number
m2	=	square metre	sum	=	lump sum
m2.pass	=	square metre-pass	MN	=	meganewton
ha	=	Hectare	MN.m	=	meganewton-metre
m3	=	cubic metre	P C sum	=	Prime Cost sum
m3.km	=	cubic metre-kilometre	Prov sum	=	Provisional sum
l	=	Litre	%	=	per cent
kl	=	Kilolitre	kW	=	kilowatt
MPa	=	Megapascal	day	=	Working day
kPa	=	Kilopascal			

8. **Tenderers are only to price their Areas of Preference as they have indicated on the relevant returnable schedule, in accordance with clauses C.1.6.1 and C.2.10.5 in Part T1.2 Tender Data.**

9. Tenderers shall provide rates for the execution of items as specified in the Schedules of Rates. Unless otherwise described in the items in the Schedules of Rates, all rates (sums in particular) apply to individual Works Project contracts. Framework Contract pay items shall be initial one-off payments in the Framework Contract.

The rates provided in the Schedules of Rates shall be used in representative Works Projects for tender evaluation purposes in accordance with clause C.3.11.1 in Part T1.2 Tender Data, as well as in the allocation of individual Works Projects in accordance with Clause 2.6 in Part C1.2 Contract Data and the Procedures for the allocation of Works Projects referred to therein.

10. Tenderers shall provide rates (excluding VAT) for each required rate category (if provided) for each item specified in every schedule in the Schedules of Rates applicable to the area(s) and/ Works Project ranges tendered for (refer to clause C.2.10.5 in Part T1.2 Tender Data). Prime Cost and Provisional Sums will be multiplied by a factor (quantity) to be provided by the Employer at Works Project stage only.
11. Tenderers are referred to clause C.1.6.1 in Part T1.2 Tender Data with regard to working within the boundaries of the four areas identified within the City of Cape Town municipal area, as shown on the drawings and as tabled therein.

Rates submitted in the respective Schedules of Rates shall apply to Works Projects executed anywhere within that specific area.

12. The Employer will only order those quantities of work items, which it actually requires for execution in a Works Project from time to time. The Employer reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.

13. The procedures for allocation of Works Projects are specified in Part C1.2 Contract Data (refer to Clause A2).

14. Clause C.2.13.11 c) in Part T1.2 Tender Data shall be applicable to the submission of Schedules of Rates which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his tender in the place of handwritten priced Schedules of Rates.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Schedules of Rates, then the printed Schedules of Rates shall take these into account.

The pages of the issued Schedules of Rates should not be removed from the tender document.

15. Tenderers are referred to Clause E8 Measurement and Payment in the Environmental Management (EM) Specification in Part C3.5 in the Scope of Work for the basic principles of measurement and pricing of the EMSpecification.

16. Tenderers are referred to Clause 25 in Part C1.2 Contract Data regarding contract price adjustment.

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C2.2 Schedules of Rates

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

CONTRACTORS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

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SCHEDULES OF RATES

Columns have been provided for tenderers to insert rates for each area under **"Works Projects from R0 up to R500 000: 1ME or higher."** Rates for all line items under the area(s) tendered for are to be inserted.

A single column has been allocated for bidders to insert rates applicable to both **"Works Projects from R500 001 up to R1 000 000: 2ME or higher"** and **"Works Projects from R1 000 001 up to R3 000 000: 3ME or higher."**

Tenderers are to indicate which area(s) and Works Project range(s) they are tendering for in the **AREAS AND WORKS PROJECT RANGES OF PREFERENCE** schedule.

ITEM NO	DESCRIPTION	UNIT	Area 1 rate (Excl. VAT)	Area 2 rate (Excl. VAT)	Area 3 rate (Excl. VAT)	Area 4 rate (Excl. VAT)	Citywide rate (Excl. VAT)
1	BILL NO. 1						
1.1	PRELIMINARIES						
	(CPAP WORK GROUP 190 UNLESS OTHERWISE STATED)						
	(ONLY APPLICABLE IN EXCEPTIONAL CIRCUMSTANCES, IF AND WHEN REQUIRED, IN WHOLE OR IN PART OR DEDUCTED IN ITS ENTIRETY BY THE DISCRETION OF THE CLIENT OR THE PROJECT MANAGER)						
	PREAMBLES						
	For preambles refer to "The General Preambles for Trades 2017 as published by the Association of South African Quantity Surveyors"						
	SUPPLEMENTARY PREAMBLES						
	THE TENDERER SHALL NOTE THE FOLLOWING AND IT WILL BE DEEMED TO BE UNDERSTOOD AND AGREED UPON WHEN SUBMITTING THIS TENDER DOCUMENT: Items captured under "Preliminaries", will only be applicable in exceptional circumstances if and when required, in whole or in part or deducted in its entirety by the client or the project manager. Rates for items in their respective trades throughout this entire schedule of rates will be deemed to include the supply and installation of each item, unless otherwise stated. The tenderer is referred to the pricing assumptions in part C2.1 in this document. The Contractor is responsible for ensuring a safe working environment and compliance with all conditions of the Occupational Health and Safety Act (OHS Act 85 of 1993) and the Construction Regulations 2014. Appropriate allowances for such compliance must be made within the rates contained in this contract.						
1.1.1	Provide health and safety compliance with the health and safety specification refer to C3.5 Management for works projects, Occupational Health and Safety Act No. 85 of 1993 and Construction Regulations, 2014. Including the appointment of a Construction Health and Safety Officer in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations. (Unit in percentage of total Works Project value)						
1.1.1.1	Work project value above R0 up to R500 000	Sum					
1.1.1.2	Work project value above R500 001 up to R1 000 000	Sum					
1.1.1.3	Work project value above R1 000 001 up to R3 000 000	Sum					
1.1.2	ENVIRONMENTAL MANAGEMENT PLAN COMPLIANCE Provide compliance with the environmental management plan refer to C3.5 Management for works projects. (Unit in percentage of total Works Project value)						

1.1.2.1	Work project value from R0 up to R500 000	Sum					
1.1.2.2	Work project value from R500 001 up to R1 000 000	Sum					
1.1.2.3	Work project value from R1 000 001 up to R3 000 000	Sum					
1.1.3	LABOUR CHARGES Supply the following labour (licenced where applicable) based on normal hourly labour rates for labour only works or other works that are required to be executed, work excludes materials and includes all installations, transport, incidental costs, equipment, hand tools, power tools and safety equipment, etc. as instructed by the principal agent on an ad hoc basis. Weekdays (standard 8 hour working day)						
1.1.3.1	Labour only rate: Certified Refrigeration technician	hr					
1.1.3.2	Labour only rate: General Assistant/Labourer	hr					
1.1.3.3	Labour only rate: Qualified Electrician	hr					
1.1.3.4	Labour only rate: Drivers/Plant operators	hr					
1.1.4	Additional labour rates over and above the normal working hour rates for labour teams/individuals engaged in labour only works or other works that are required to be executed outside of the normal working hours, weekdays after hours and Saturdays:						
1.1.4.1	Labour only rate: Certified Refrigeration technician	hr					
1.1.4.2	Labour only rate: General Assistant/Labourer	hr					
1.1.4.3	Labour only rate: Qualified Electrician	hr					
1.1.4.4	Labour only rate: Drivers/Plant operators	hr					
1.1.4.5	Call out fee - Emergency work (After hours)	Sum					
1.1.5	Additional labour rates over and above the normal working hour rates for labour teams/individuals engaged in labour only works or other works that are required to be executed outside of the normal working hours, Sundays and Public Holidays						
1.1.5.1	Labour only rate: Certified Refrigeration technician	hr					
1.1.5.2	Labour only rate: General Assistant/Labourer	hr					
1.1.5.3	Labour only rate: Qualified Electrician	hr					
1.1.5.4	Labour only rate: Drivers/Plant operators	hr					
1.1.5.5	Call out fee - Emergency work (After hours)	Sum					
1.1.6	SCAFFOLDING Supply, transport to site, erect, keep maintained in good order, dismantle and remove from site appropriate scaffolding including rental of equipment						
1.1.6.1	Single bay independant/free standing scaffold exceeding 2.5m high and not exceeding 5m high (to be multiplied by total bays required)	Day					
1.1.6.2	Single bay independant/free standing scaffold exceeding 5m high and not exceeding 7.5m high (to be multiplied by total bays required)	Day					
1.1.6.3	Single bay independant/free standing scaffold exceeding 7.5m high and not exceeding 10m high (to be multiplied by total bays required)	Day					
1.1.6.4	Single bay independent/ free standing scaffolding exceeding 10m high and not exceeding 15m high (to be multiplied by total bays required)	Day					
1.1.7	AERIAL PLATFORMS Supply, maintain and operate the following equipment (fully inclusive wet rate, including fuel, transport to and from site, operator, etc.)						
1.1.7.1	Cherry picker mobile access platform/aerial platform trucks with 17m vertical height reach	Day					
1.1.7.2	Cherry picker mobile access platform/aerial platform trucks with 20m vertical height reach	Day					
1.1.7.3	Cherry picker mobile access platform/aerial platform trucks with 22m vertical height reach	Day					
1.1.7.4	Cherry picker mobile access platform/aerial platform trucks with 25m vertical height reach	Day					
1.1.7.5	Trailer mounted articulating boom lift (maximum platform height of 15 metres with a safe working load capacity of approximately 230kg).	Day					
1.1.7.6	Scissor type platform lift (maximum platform height of 12 metres with a safe working load capacity of approximately 300kg).	Day					
1.1.8	CERTIFICATE OF COMPLIANCE:						

1.1.8.1	As required, provide Certificate of Compliance for electrical installation for works order	No.					
1.1.9	PROVISIONAL SUMS						
1.1.9.1	Material required for replacing defective parts on existing HVAC systems All work must be executed in compliance with the latest standards and Original Equipment Manufacturer (OEM) instructions where applicable and any relevant laws and regulations. Only approved Manufacturers parts are to be used.						
1.1.9.1.1	Manufacturers materials (Not covered in the schedule), required for replacing HVAC components and defective parts	Sum	R100 000.00	R100 000.00	R100 000.00	R100 000.00	R200 000.00
1.1.9.1.2	Profit and attendance on item above	%					
1.1.9.2	Specialist Services						
1.1.9.2.1	Specialist HVAC and HVAC related electrical Services required on works project	Sum	R100 000.00	R100 000.00	R100 000.00	R100 000.00	R200 000.00
1.1.9.2.2	Profit and attendance on item above	%					
1.1.9.3	As-Built drawings and Shop drawings						
1.1.9.3.1	As-built and Shop drawings per project	Sum	R10 000.00	R10 000.00	R10 000.00	R10 000.00	R10 000.00
1.1.9.3.2	Profit and attendance on item above	%					
2	BILL NO. 2						
2.1	ALTERATIONS						
	(CPAP WORK GROUP 102 UNLESS OTHERWISE STATED) PREAMBLES						
	For preambles refer to "The General Preambles for Trades 2017 as published by the Association of South African Quantity Surveyors"						
	SUPPLEMENTARY PREAMBLES						
	Rates for items in their respective trades throughout this entire schedule of rates will be deemed to include for the necessary preliminary and general cost (Transport, supply and labour for installation of items, unless otherwise specified) in its entirety as it may apply. The tenderer is referred to the pricing assumptions in part C2.1 in this document.						

	<p>The below list is not exhaustive: Prices for all items hereunder are deemed to include for the following: - scaffolding up to 2.5m high - work both inside and outside of existing buildings - carting all materials to work area to maximum 4 storeys high, whether internal or external - cleaning up of work area upon completion - protecting of existing premises - work in small quantities - All plant, equipment and tools required to carry out the work. Specifications, drawings, etc. Where there is conflict between the General Preambles for Trades and the Specifications, the Specifications will take preference. Special care is to be exercised not to interfere with any electrical installation, and notice is to be given to the Representative/Agent when any disconnections, removal of wires, etc. necessary. The Contractor shall not remove or interfere with any electrical work, furniture, fittings or similar articles unless specially mentioned in the following items and shall give adequate notice to the Representative/Agent of the removal of any articles from parts of the building are to be altered becomes necessary so that the Employer may have same removed before the Contractor commences work in such parts. The Contractor will be held solely responsible for any damage to persons and property and for the safety of the structures and must make good at his expense any damage that may occur. Old materials to become property of the employer unless stated otherwise. Old materials from alterations will become the property of the employer unless stated otherwise. Old materials to be carted away - Old materials from alterations except where described as re-used or where it becomes property of the employer, as well as all rubbish, etc. must be regularly carted from the site and not be allowed to accumulate on or around the site. Old materials to be re-used - None of the old materials are to be used for new work except where specifically described as being set aside for re-use. Handing over of materials: Where certain materials or articles from demolitions or alterations are described as to be handed over by the contractor to the Employer's Representative such materials or articles shall be properly stored by the contractor until handing over thereof. The contractor must obtain an official receipt listing the materials or articles and dates of handover. If the contractor fails to submit the receipt when requested to do so it shall be deemed that the materials or articles are still in his possession and he will be held liable to the Department for the full replacement value thereof which amount will be deducted from any monies due to the contractor.</p>						
	<p>General: The contractor shall carry out the whole works with as little mess and noise as possible and with a minimum of disturbance to the occupants of the building. electrical conduits and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the Client. The contractor shall make good and re-instate all existing finishes including substrates where disturbed as a consequence of alteration. Making good of finishes shall include making good existing substrates which includes but is not limited to brick, concrete, timber and metal surfaces onto which the new finishes are applied, where necessary. Temporary works: close any holes or gaps using sheet metal/wood up until a new unit is installed. Samples: Samples of all materials, elements, hardware or components must be provided for approval by the Principal Agent before the commencement of work. Carting away Materials to be carted away to its respective destinations as directed by the Client shall be included for in the prices of the pertaining items.</p>						
	<p>Please note that the price must be the total cost to remove and dispose of the air-conditioning units per item as per the "Regulations regarding the phasing-out and management of ozone-depleting substances" Government Gazette No. 37621, 8th May 2014 for all items listed. Decommissioning of existing units containing hydro-chlorofluorocarbons (HCFC-22) in accordance with legislation. Recovery of all gas and proper disposal or recovery thereof. (Including; all labour, safe transportation, appropriately permitted recycling and or recovery and certification).</p>						
2.1.1	<p>REMOVAL OF EXISTING WORK</p> <p>Take down, remove and safe disposal of existing HVAC units and accessories, etc:</p>						

2.1.1.1	Window/Wall Air Conditioning units:						
2.1.1.1.1	9 000 BTU	No.					
2.1.1.1.2	12 000 BTU	No.					
2.1.1.1.3	18 000 BTU	No.					
2.1.1.1.4	24 000 BTU	No.					
2.1.1.1.5	30 000 BTU	No.					
2.1.1.1.6	36 000 BTU	No.					
2.1.1.1.7	Wall mounted heaters	No.					
2.1.1.2	MID-WALL SPLIT AIR CONDITIONER						
2.1.1.2.1	9 000 BTU	No.					
2.1.1.2.2	12 000 BTU	No.					
2.1.1.2.3	18 000 BTU	No.					
2.1.1.2.4	24 000 BTU	No.					
2.1.1.2.5	30 000 BTU	No.					
2.1.1.2.6	34 000 BTU	No.					
2.1.1.2.7	36 000 BTU	No.					
2.1.1.3	CASSETTE SPLIT AIR CONDITIONER						
2.1.1.3.1	9 000 BTU	No.					
2.1.1.3.2	12000 BTU	No.					
2.1.1.3.3	18000 BTU	No.					
2.1.1.3.4	24000 BTU	No.					
2.1.1.3.5	30000 BTU	No.					
2.1.1.3.6	36000 BTU	No.					
2.1.1.3.7	40000 BTU	No.					
2.1.1.3.8	48000 BTU	No.					
2.1.1.3.9	56000 BTU	No.					
2.1.1.3.10	60000 BTU	No.					
2.1.1.4	UNDER CEILING SPLIT AIR CONDITIONER						
2.1.1.4.1	9000 BTU	No.					
2.1.1.4.2	12 000 BTU	No.					
2.1.1.4.3	18 000 BTU	No.					
2.1.1.4.4	24000 BTU	No.					
2.1.1.4.5	30000 BTU	No.					
2.1.1.4.6	36000 BTU	No.					
2.1.1.4.7	40000 BTU	No.					
2.1.1.4.8	48000 BTU	No.					
2.1.1.4.9	60 000 BTU	No.					
2.1.1.5	DUCTED SPLIT AIR CONDITIONER						
2.1.1.5.1	9000 BTU	No.					
2.1.1.5.2	12 000 BTU	No.					
2.1.1.5.3	18000 BTU	No.					
2.1.1.5.4	24000 BTU	No.					
2.1.1.5.5	30 000 BTU	No.					

2.1.1.5.6	36000 BTU	No.					
2.1.1.5.7	48000 BTU	No.					
2.1.1.5.8	52 000 BTU	No.					
2.1.1.5.9	56000 BTU	No.					
2.1.1.5.10	60000 BTU	No.					
2.1.1.6	LARGE DUCTED SPLIT AIR CONDITIONER						
2.1.1.6.1	70 000 BTU	No.					
2.1.1.6.2	80000 BTU	No.					
2.1.1.6.3	100 000 BTU	No.					
2.1.1.6.4	150 000 BTU	No.					
2.1.1.6.5	205 000 BTU	No.					
2.1.1.7	FLOOR STANDING AIR CONDITIONER						
2.1.1.7.1	76 000 BTU	No.					
2.1.1.7.2	96 000 BTU	No.					
2.1.1.8	CONSOLE AIR CONDITIONER						
2.1.1.8.1	9 000 BTU	No.					
2.1.1.8.2	12 000 BTU	No.					
2.1.1.9	ROOF TOP AIR CONDITIONER						
2.1.1.9.1	90 000 BTU	No.					
2.1.1.9.2	100 000 BTU	No.					
2.1.1.9.3	120 000 BTU	No.					
2.1.1.9.4	150 000 BTU	No.					
2.1.1.9.5	180 000 BTU	No.					
2.1.1.9.6	240 000 BTU	No.					
2.1.1.9.7	345 000 BTU	No.					
2.1.1.9.8	358 000 BTU	No.					
2.1.1.9.9	374000 BTU	No.					
2.1.1.9.10	478 000 BTU	No.					
2.1.1.10	PORTABLE AIR CONDITIONER						
2.1.1.10.1	12 000 BTU	No.					
2.1.1.11	AIR CURTAIN						
2.1.1.11.1	900 mm (L)	No.					
2.1.1.11.2	1200 mm (L)	No.					
2.1.1.11.3	1500 mm (L)	No.					
2.1.1.11.4	1800 mm (L)	No.					
2.1.1.12	VRV/VRF Mini heat pump (outdoor) unit:						
2.1.1.12.1	41300 BTU	No.					
2.1.1.12.2	47800 BTU	No.					
2.1.1.12.3	52900 BTU	No.					
2.1.1.12.4	76400 BTU	No.					
2.1.1.12.5	95500 BTU	No.					
2.1.1.12.6	114300 BTU	No.					
2.1.1.13	VRV/VRF Heat pump (outdoor) unit:						

2.1.1.13.1	VRV/VRF Heat pump (outdoor) unit: 136 500 BTU/hr	No.					
2.1.1.13.2	VRV/VRF Heat pump (outdoor) unit: 153 500 BTU/hr	No.					
2.1.1.13.3	VRV/VRF Heat pump (outdoor) unit: 172 000 BTU/hr	No.					
2.1.1.13.4	VRV/VRF Heat pump (outdoor) unit: 191 000 BTU/hr	No.					
2.1.1.13.5	VRV/VRF Heat pump (outdoor) unit: 210 200 BTU/hr	No.					
2.1.1.13.6	VRV/VRF Heat pump (outdoor) unit: 229 300 BTU/hr	No.					
2.1.1.13.7	VRV/VRF Heat pump (outdoor) unit: 248 400 BTU/hr	No.					
2.1.1.13.8	VRV/VRF Heat pump (outdoor) unit: 268 200 BTU/hr	No.					
2.1.1.13.9	VRV/VRF Heat pump (outdoor) unit: 286 600 BTU/hr	No.					
2.1.1.14	VRV/VRF Branch circuit controller / branch selector:						
2.1.1.14.1	2 ports	No.					
2.1.1.14.2	4 ports	No.					
2.1.1.14.3	6 ports	No.					
2.1.1.14.4	9 ports	No.					
2.1.1.14.5	16 ports	No.					
2.1.1.14.6	18 ports	No.					
2.1.1.14.7	36 ports	No.					
2.1.1.15	REMOVAL OF REFRIGERANT PIPING						
2.1.1.15.1	1/4"	m					
2.1.1.15.2	1/2"	m					
2.1.1.15.3	5/8"	m					
2.1.1.15.4	3/8"	m					
2.1.1.15.5	3/4"	m					
2.1.1.15.6	7/8"	m					
2.1.1.15.7	1 & 1/8"	m					
2.1.1.16	REMOVAL OF DIFFUSERS						
2.1.1.16.1	Not exceeding 0.6m²	No.					
2.1.1.16.2	Exceeding 0.6m²	No.					
2.1.1.17	REMOVAL OF DOOR GRILLES						
2.1.1.17.1	Not exceeding 0.1m²	No.					
2.1.1.17.2	Exceeding 0.1m²	No.					
2.1.1.18	REMOVAL OF LOUVRES						
2.1.1.18.1	Not exceeding 0.3m²	No.					
2.1.1.18.2	Exceeding 0.3m²	No.					
2.1.1.19	REMOVAL OF EXTRACTION AND AIR SUPPLY FANS INCLUDING ACCESSORIES						
2.1.1.19.1	Not exceeding 200l/s	No.					
2.1.1.19.2	Exceeding 200l/s but not exceeding 500l/s	No.					
2.1.1.20	REMOVAL OF FILTER PANELS						
2.1.1.20.1	Not exceeding 0.3m²	No.					
2.1.1.20.2	Exceeding 0.3m²	No.					
2.1.1.21	REMOVAL OF DUCTING AND ACCESSORIES						
2.1.1.21.1	Not exceeding 0.25m²	m					
2.1.1.21.2	Exceeding 0.25m² but not exceeding 0.5m²	m					

2.1.1.21.3	Exceeding 0.5m² but not exceeding 1m²	m					
2.1.1.21.4	Exceeding 1m² but not exceeding 1.5m²	m					
2.1.1.21.5	Bends	No.					
2.1.1.21.6	Tees	No.					
2.1.1.21.7	Reducers	No.					
2.1.1.22	REMOVAL OF SUNDRY ITEMS						
2.1.1.22.1	Quadrant Dampers	No.					
2.1.1.22.2	Air valves	No.					
2.1.1.22.3	Extract valves	No.					
2.1.1.22.4	Electric driven motors for fans/pumps not exceeding 25kw	No.					
2.1.1.22.5	Electric driven motors for fans/pumps exceeding 25kw but not exceeding 50kw	No.					
2.1.1.22.6	Electric driven motors for fans/pumps exceeding 50kw but not exceeding 75kw	No.					
2.1.1.22.7	Electric driven motors for fans/pumps exceeding 75kw but not exceeding 100kw	No.					
2.1.1.22.8	Protection cages for 9 000 - 18 000 BTU units	No.					
2.1.1.22.9	Protection cages for 19 000 - 30 000 BTU units	No.					
2.1.1.22.10	Protection cages for 31 000 - 60 000 BTU units	No.					
2.1.1.22.11	HVAC electrical power supply	m					
2.1.1.22.12	HVAC mini circuit breakers	No.					
2.1.1.23	CORE DRILLING						
2.1.1.23.1	Concrete core drilling of holes not exceeding 50mm	No.					
2.1.1.23.2	Concrete core drilling of holes exceeding 50mm and not exceeding 80mm	No.					
2.1.1.23.3	Concrete core drilling of holes exceeding 80mm and not exceeding 100mm	No.					
2.1.1.23.4	Concrete core drilling of holes exceeding 100mm	No.					
2.1.2	REFRIGERANT						
	(CPAP WORK GROUP 172)						
	The re-gassing process must comply with applicable health, safety, and environmental regulations, including the Pressure Equipment Regulations (PER), as well as regulations for handling and disposal of refrigerants						
	Work on air-conditioning units shall only be carried out by certified technicians who are trained and licensed to handle refrigerants as per the Occupational Health and Safety Act.						
	Only refrigerants approved and specified for each unit shall be used, in compliance with manufacturer guidelines and industry standards						
	Replacement refrigerants must be compatible with the system components, and care must be taken to avoid cross-contamination with other refrigerants.						
	Payment shall cover the full cost of labor, materials, tools, and any other resources required to drain and complete the re-gassing, including any incidental costs such as refrigerant disposal fees.						
2.1.2.1	REFRIGERANT RECOVERY - Remove remaining refrigerant from HVAC system						
2.1.2.1.1	R32	kg					
2.1.2.1.2	R134a	kg					
2.1.2.1.3	R410a	kg					
2.1.2.1.4	R404	kg					
2.1.2.1.5	R407	kg					
2.1.2.1.6	R507	kg					
2.1.2.2	Re-Gassing of HVAC System						
2.1.2.2.1	R32	kg					

2.1.2.2.2	R134a	kg					
2.1.2.2.3	R410a	kg					
2.1.2.2.4	R404	kg					
2.1.2.2.5	R407	kg					
2.1.2.2.6	R507	kg					
2.1.3	SERVICING AND MINOR REPAIRS						
	(CPAP WORK GROUP 170 UNLESS OTHERWISE STATED) PREAMBLES						
	Servicing inclusive minor repairs of existing HVAC equipment. All servicing and maintenance shall be carried out in accordance with the manufacturer's instructions, including the provision of all necessary consumables to ensure optimal performance, as specified by the manufacturer. Pricing to include removal, cleaning, servicing, minor repairs (if required) and refixing etc. Refer to Project / Particular specification.						
2.1.3.1	MINOR SERVICE:						
2.1.3.1.1	WINDOW /WALL AIR CONDITIONER						
2.1.3.1.1.1	9000 BTU	No.					
2.1.3.1.1.2	12000 BTU	No.					
2.1.3.1.1.3	18000 BTU	No.					
2.1.3.1.1.4	24000 BTU	No.					
2.1.3.1.2	MID-WALL SPLIT AIR CONDITIONER						
2.1.3.1.2.1	9000 BTU	No.					
2.1.3.1.2.2	12000 BTU	No.					
2.1.3.1.2.3	18000 BTU	No.					
2.1.3.1.2.4	24000 BTU	No.					
2.1.3.1.2.5	30000 BTU	No.					
2.1.3.1.2.6	34 000 BTU	No.					
2.1.3.1.2.7	36000 BTU	No.					
2.1.3.1.3	CASSETTE SPLIT AIR CONDITIONER						
2.1.3.1.3.1	9 000 BTU	No.					
2.1.3.1.3.2	12000 BTU	No.					
2.1.3.1.3.3	18000 BTU	No.					
2.1.3.1.3.4	24000 BTU	No.					
2.1.3.1.3.5	30000 BTU	No.					
2.1.3.1.3.6	36000 BTU	No.					
2.1.3.1.3.7	40000 BTU	No.					
2.1.3.1.3.8	48000 BTU	No.					
2.1.3.1.3.9	56000 BTU	No.					
2.1.3.1.3.10	60000 BTU	No.					
2.1.3.1.4	DUCTED SPLIT AIR CONDITIONER						
2.1.3.1.4.1	12000 BTU	No.					
2.1.3.1.4.2	18000 BTU	No.					
2.1.3.1.4.3	24000 BTU	No.					
2.1.3.1.4.4	36000 BTU	No.					
2.1.3.1.4.5	48000 BTU	No.					

2.1.3.1.4.6	56000 BTU	No.					
2.1.3.1.4.7	60000 BTU	No.					
2.1.3.1.5	LARGE DUCTED SPLIT AIR CONDITIONER						
2.1.3.1.5.1	70 000 BTU	No.					
2.1.3.1.5.2	80000 BTU	No.					
2.1.3.1.5.3	90000 BTU	No.					
2.1.3.1.5.4	100 000 BTU	No.					
2.1.3.1.5.5	150 000 BTU	No.					
2.1.3.1.5.6	170 000 BTU	No.					
2.1.3.1.5.7	190 000 BTU	No.					
2.1.3.1.5.8	200 000 BTU	No.					
2.1.3.1.6	FLOOR STANDING AIR CONDITIONER						
2.1.3.1.6.1	76 000 BTU	No.					
2.1.3.1.6.2	96 000 BTU	No.					
2.1.3.1.7	CONSOLE AIR CONDITIONER						
2.1.3.1.7.1	9 000 BTU	No.					
2.1.3.1.7.2	12 000 BTU	No.					
2.1.3.1.7.3	18 000 BTU	No.					
2.1.3.1.8	ROOF TOP AIR CONDITIONER						
2.1.3.1.8.1	90 000 BTU	No.					
2.1.3.1.8.2	100 000 BTU	No.					
2.1.3.1.8.3	120 000 BTU	No.					
2.1.3.1.8.4	150 000 BTU	No.					
2.1.3.1.8.5	345 000 BTU	No.					
2.1.3.1.8.6	374 000 BTU	No.					
2.1.3.1.9	PORTABLE AIR CONDITIONER						
2.1.3.1.9.1	12 000 BTU	No.					
2.1.3.1.10	AIR CURTAIN						
2.1.3.1.10.1	900 mm (L)	No.					
2.1.3.1.10.2	1200 mm (L)	No.					
2.1.3.1.10.3	1500 mm (L)	No.					
2.1.3.1.10.4	1800 mm (L)	No.					
2.1.3.1.11	VRV/VRF Mini heat pump (outdoor) unit:						
2.1.3.1.11.1	41300 BTU	No.					
2.1.3.1.11.2	47800 BTU	No.					
2.1.3.1.11.3	52900 BTU	No.					
2.1.3.1.11.4	76400 BTU	No.					
2.1.3.1.11.5	95500 BTU	No.					
2.1.3.1.11.6	114300 BTU	No.					
2.1.3.1.11.7	136 500 BTU	No.					
2.1.3.1.11.8	153 500 BTU	No.					
2.1.3.1.11.9	172 000 BTU	No.					
2.1.3.1.11.10	191 000 BTU	No.					

2.1.3.1.11.11	210 200 BTU	No.					
2.1.3.1.11.12	229 300 BTU	No.					
2.1.3.1.11.13	248 400 BTU	No.					
2.1.3.1.11.14	268 200 BTU	No.					
2.1.3.1.11.15	286 600 BTU	No.					
2.1.3.2	MAJOR SERVICE						
2.1.3.2.1	WINDOW /WALL AIR CONDITIONER						
2.1.3.2.1.1	9000 BTU	No.					
2.1.3.2.1.2	12000 BTU	No.					
2.1.3.2.1.3	18000 BTU	No.					
2.1.3.2.1.4	24000 BTU	No.					
2.1.3.2.2	MID-WALL SPLIT AIR CONDITIONER						
2.1.3.2.2.1	9000 BTU	No.					
2.1.3.2.2.2	12000 BTU	No.					
2.1.3.2.2.3	18000 BTU	No.					
2.1.3.2.2.4	24000 BTU	No.					
2.1.3.2.2.5	30000 BTU	No.					
2.1.3.2.2.6	34 000 BTU	No.					
2.1.3.2.2.7	36000 BTU	No.					
2.1.3.2.3	CASSETTE SPLIT AIR CONDITIONER						
2.1.3.2.3.1	9 000 BTU	No.					
2.1.3.2.3.2	12000 BTU	No.					
2.1.3.2.3.3	18000 BTU	No.					
2.1.3.2.3.4	24000 BTU	No.					
2.1.3.2.3.5	30000 BTU	No.					
2.1.3.2.3.6	36000 BTU	No.					
2.1.3.2.3.7	40000 BTU	No.					
2.1.3.2.3.8	48000 BTU	No.					
2.1.3.2.3.9	56000 BTU	No.					
2.1.3.2.3.10	60000 BTU	No.					
2.1.3.2.4	DUCTED SPLIT AIR CONDITIONER						
2.1.3.2.4.1	12000 BTU	No.					
2.1.3.2.4.2	18000 BTU	No.					
2.1.3.2.4.3	24000 BTU	No.					
2.1.3.2.4.4	36000 BTU	No.					
2.1.3.2.4.5	48000 BTU	No.					
2.1.3.2.4.6	56000 BTU	No.					
2.1.3.2.4.7	60000 BTU	No.					
2.1.3.2.5	LARGE DUCTED SPLIT AIR CONDITIONER						
2.1.3.2.5.1	70 000 BTU	No.					
2.1.3.2.5.2	80000 BTU	No.					
2.1.3.2.5.3	90000 BTU	No.					
2.1.3.2.5.4	100 000 BTU	No.					

2.1.3.2.5.5	150 000 BTU	No.					
2.1.3.2.5.6	170 000 BTU	No.					
2.1.3.2.5.7	190 000 BTU	No.					
2.1.3.2.5.8	200 000 BTU	No.					
2.1.3.2.6	FLOOR STANDING AIR CONDITIONER						
2.1.3.2.6.1	76 000 BTU	No.					
2.1.3.2.6.2	96 000 BTU	No.					
2.1.3.2.7	CONSOLE AIR CONDITIONER						
2.1.3.2.7.1	9 000 BTU	No.					
2.1.3.2.7.2	12 000 BTU	No.					
2.1.3.2.7.3	18 000 BTU	No.					
2.1.3.2.8	ROOF TOP AIR CONDITIONER						
2.1.3.2.8.1	90 000 BTU	No.					
2.1.3.2.8.2	100 000 BTU	No.					
2.1.3.2.8.3	120 000 BTU	No.					
2.1.3.2.8.4	150 000 BTU	No.					
2.1.3.2.8.5	345 000 BTU	No.					
2.1.3.2.8.6	374 000 BTU	No.					
2.1.3.2.9	PORTABLE AIR CONDITIONER						
2.1.3.2.9.1	12 000 BTU	No.					
2.1.3.2.10	AIR CURTAIN						
2.1.3.2.10.1	900 mm (L)	No.					
2.1.3.2.10.2	1200 mm (L)	No.					
2.1.3.2.10.3	1500 mm (L)	No.					
2.1.3.2.10.4	1800 mm (L)	No.					
2.1.3.2.11	VRV/VRF Mini heat pump (outdoor) unit:						
2.1.3.2.11.1	41300 BTU	No.					
2.1.3.2.11.2	47800 BTU	No.					
2.1.3.2.11.3	52900 BTU	No.					
2.1.3.2.11.4	76400 BTU	No.					
2.1.3.2.11.5	95500 BTU	No.					
2.1.3.2.11.6	114300 BTU	No.					
2.1.3.2.11.7	136 500 BTU	No.					
2.1.3.2.11.8	153 500 BTU	No.					
2.1.3.2.11.9	172 000 BTU	No.					
2.1.3.2.11.10	191 000 BTU	No.					
2.1.3.2.11.11	210 200 BTU	No.					
2.1.3.2.11.12	229 300 BTU	No.					
2.1.3.2.11.13	248 400 BTU	No.					
2.1.3.2.11.14	268 200 BTU	No.					
2.1.3.2.11.15	286 600 BTU	No.					
2.1.3.3	SERVICE EXISTING CONDENSATE PUMP						
2.1.3.3.1	Aspen or equivalent inline condensate pump trunk kit.	No.					

2.1.3.4	SERVICE EXISTING INSTALLED REFRIGERANT CONTROL BOXES (BS AND MCU)						
2.1.3.4.1	2 ports	No.					
2.1.3.4.2	4 ports	No.					
2.1.3.4.3	6 ports	No.					
2.1.3.4.4	9 ports	No.					
2.1.3.4.5	16 ports	No.					
2.1.3.4.6	18 ports	No.					
2.1.3.4.7	36 ports	No.					
2.1.3.5	SERVICE EXTRACTION FANS						
2.1.3.5.1	25 l/s	No.					
2.1.3.5.2	50 l/s	No.					
2.1.3.5.3	55 l/s	No.					
2.1.3.5.4	78 l/s	No.					
2.1.3.5.5	110 l/s	No.					
2.1.3.5.6	140 l/s	No.					
2.1.3.5.7	170 l/s	No.					
2.1.3.5.8	217 l/s	No.					
2.1.3.5.9	250 l/s	No.					
2.1.3.5.10	300 l/s	No.					
2.1.3.5.11	310 l/s	No.					
2.1.3.5.12	400 l/s	No.					
2.1.3.5.13	500 l/s	No.					
2.1.3.6	SERVICE SUPPLY AIR FANS						
2.1.3.6.1	25 l/s	No.					
2.1.3.6.2	50 l/s	No.					
2.1.3.6.3	55 l/s	No.					
2.1.3.6.4	78 l/s	No.					
2.1.3.6.5	110 l/s	No.					
2.1.3.6.6	140 l/s	No.					
2.1.3.6.7	170 l/s	No.					
2.1.3.6.8	217 l/s	No.					
2.1.3.6.9	250 l/s	No.					
2.1.3.6.10	300 l/s	No.					
2.1.3.6.11	310 l/s	No.					
2.1.3.6.12	400 l/s	No.					
2.1.3.6.13	500 l/s	No.					
2.1.3.7	SERVICE ELECTRIC MOTORS						
2.1.3.7.1	0.5 KW to 0.75 KW	No.					
2.1.3.7.2	0.75 KW to 1,1 KW	No.					
2.1.3.7.3	1.1 KW to 2.5 KW	No.					
2.1.3.7.4	2,5 KW to 5.5 KW	No.					
2.1.3.7.5	5.5 KW to 7.5 KW	No.					
2.1.3.7.6	7.5 KW to 12 KW	No.					

2.1.3.7.7	12 KW to 25 KW	No.					
2.1.3.7.8	25 KW to 45 KW	No.					
2.1.3.7.9	55 KW to 75 KW	No.					
2.1.3.7.10	75 KW to 90 KW	No.					
2.1.3.8	VENTILATION AND VENTILATION ACCESSORIES CLEANING – Including all consumables required for optimum service as per Manufacturers instructions Diffusers						
2.1.3.8.1	Door Grilles	m²					
2.1.3.8.2	Louvers	m²					
2.1.3.8.3	Ducting	m³					
2.1.3.8.4	Axial Fans	m²					
2.1.3.8.5	Fresh Air Fans	m²					
2.1.3.8.6	Exhaust intakes	m²					
2.1.3.8.7	Diffusers	m²					
3	BILL NO. 3						
3.1	MECHANICAL INSTALLATION						
	(CPAP WORK GROUP 170, 171 and 172 UNLESS OTHERWISE STATED) PREAMBLES						
	SUPPLY AND INSTALL AIR CONDITIONING UNITS						
	PREAMBLES						
	For preambles refer to "The General Preambles for Trades 2017 as published by the Association of South African Quantity Surveyors"						
	SUPPLEMENTARY PREAMBLES						
	Rates for items in their respective trades throughout this entire schedule of rates will be deemed to include for the necessary preliminary and general cost (supply and labour for installation of items, unless otherwise specified) in its entirety as it may apply. The tenderer is referred to the pricing assumptions in part C2.1 in this document. Prices for all items hereunder are deemed to include for the following: - scaffolding up to 2.5m high - work both inside and outside of existing buildings - carting all materials to work area to maximum 4 storeys high, whether internal or external - cleaning up of work area upon completion - protecting of existing premises - work in small quantities - All plant, equipment and tools required to carry out the work.						
	Working Conditions: The contractor is hereby made aware that the proposed work is to be executed in confined spaces. The contractor is to allow for all costs in this regard in the tender price.						
	Ductwork: Where transformations or reducers occur the larger size ductwork has been measured through the fitting. Descriptions of ductwork shall be deemed to include stiffeners, jointing materials, sealants, couplers in the running length and access/inspection panels in accordance with the specification. Where an in-line reduction in size of ducting occurs, the larger size shall be measured over the full length of the fitting. No distinction shall be made between ducting fixed vertically, horizontally or raking nor between ducting fixed to different elements.						
	Air Diffusion: Descriptions of air terminals, grilles, louvres and the like shall be deemed to include necks, frames, supports and flexible connections.						
	Piping: All pipe diameters are nominal internal unless otherwise stated where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained. Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level.						

	This must include the making good of each item and the warranties of the items. Air-conditioning systems with inverter technology rates-based on a standard "back to back" installation with the condenser and evaporator situated approximately 10 meters apart for split units and appropriate piping length as per the manufacturer's instructions for the VRF/VRV units. Included in standard installation: delivery to site, refrigerant, control cabling, refrigerant & condensate piping sleeved in 100x40mm PVC trunking. Including all materials and accessories required for the installation to be fully functional as per manufacturers instruction. All units to have both Heating and Cooling modes. The selected capacities and input power are based on nominal conditions; the selected units will have extra capacity when on high mode. The energy efficiency of units (EER/COP) are the minimum acceptable values.						
	Note: All sealants (e.g. silicone, acrylic sealant, duct tape etc.) and fasteners (e.g. bolts, nuts, washers, threaded rods, screws, clamps etc.) to be included in the pricing schedule for components where such materials would be required.						
3.1.1	WINDOW/WALL AIR CONDITIONER Including all materials and accessories required for the installation to be fully functional as per manufacturers instruction (Excluding electrical supply to the unit). All units to have both Heating and Cooling modes. (complete with wired and/or infrared remote control):						
3.1.1.1	9000 BTU; 2.64 kW cooling/heating; power input:0.787 kW; EER: 3.21, COP: 3.21; R410A refrigerant	No.					
3.1.1.2	9000 BTU; 2.64 kW cooling/heating; power input:0.787 kW; EER: 3.21, COP: 3.21; R32 refrigerant	No.					
3.1.1.3	12 000 BTU; 3.5 kW cooling/heating; power input:1.2 kW; EER: 3.01, COP: 3.05; R410A refrigerant	No.					
3.1.1.4	12 000 BTU; 3.5 kW cooling/heating; power input:1.2 kW; EER: 3.01, COP: 3.05; R32 refrigerant	No.					
3.1.1.5	18 000 BTU; 5.3 kW cooling/heating; power input:1.8 kW; EER: 3.02, COP: 3.01; R410A refrigerant	No.					
3.1.1.6	18 000 BTU; 5.3 kW cooling/heating; power input:1.8 kW; EER: 3.02, COP: 3.01; R32 refrigerant	No.					
3.1.2	MID-WALL SPLIT AIR CONDITIONER Including all materials and accessories required for the installation to be fully functional as per manufacturers instruction with 5 metres of all interlinking piping, insulation, cabling and trunking. (PVC Trunking indoors, Galvanized Trunking Outdoors, ONLY Copper Piping to be used on all installations) (Excluding electrical supply to the unit). All units to have both Heating and Cooling modes. INVERTER UNITS ONLY. (complete with wired and/or infrared remote control):						
3.1.2.1	9000 BTU; 2.6 kW cooling/ heating; power input: 0.785kW; EER: 3.25, COP: 3.41; R410A refrigerant	No.					
3.1.2.2	9000 BTU; 2.6 kW cooling/ heating; power input: 0.785kW; EER: 3.25, COP: 3.41; R32 refrigerant	No.					
3.1.2.3	12000 BTU; 3.5 kW cooling/ heating; power input: 1.1kW; EER: 3.04, COP: 3.42; R410A refrigerant	No.					
3.1.2.4	12000 BTU; 3.5 kW cooling/ heating; power input: 1.1kW; EER: 3.04, COP: 3.42; R32 refrigerant	No.					
3.1.2.5	18000 BTU; 5 kW cooling/ heating; power input: 1.644kW; EER: 3.01, COP: 3.41; R410A refrigerant	No.					
3.1.2.6	18000 BTU; 5 kW cooling/ heating; power input: 1.644kW; EER: 3.01, COP: 3.41; R32 refrigerant	No.					
3.1.2.7	24000 BTU; 7 kW cooling/ heating; power input: 2.137 kW; EER: 3.03, COP: 3.42; R410A refrigerant	No.					
3.1.2.8	24000 BTU; 7 kW cooling/ heating; power input: 2.137 kW; EER: 3.03, COP: 3.42; R32 refrigerant	No.					
3.1.2.9	34 000 BTU; 10 kW cooling/ heating; power input: 3.23 kW; EER: 3.13, COP: 3.27; R410A refrigerant	No.					
3.1.2.10	34 000 BTU; 10 kW cooling/ heating; power input: 3.23 kW; EER: 3.13, COP: 3.27; R32 refrigerant	No.					
3.1.3	CASSETTE SPLIT AIR CONDITIONER Including all materials and accessories required for the installation to be fully functional as per manufacturers instruction with 5 METRES of all interlinking piping, insulation, cabling and trunking. (PVC Trunking indoors, Galvanized Trunking Outdoors, ONLY Copper Piping to be used on all installations) (Excluding electrical supply to the unit). All units to have both Heating and Cooling modes. INVERTER UNITS ONLY. (complete with wired and/or infrared remote control):						
3.1.3.1	9 000 BTU; 2.64 kW cooling/ heating; power input: 0.68kW; EER: 3.88, COP: 3.87; R410A refrigerant	No.					
3.1.3.2	9000 BTU; 2.64 kW cooling/ heating; power input: 0.68kW; EER: 3.88, COP: 3.87; R32 refrigerant	No.					

3.1.3.3	12 000 BTU; 3.52 kW cooling/ heating; power input: 1.09 kW; EER: 3.23, COP: 3.44; R410A refrigerant	No.				
3.1.3.4	12000 BTU; 3.52 kW cooling/ heating; power input: 1.09 kW; EER: 3.23, COP: 3.44; R32 refrigerant	No.				
3.1.3.5	16 800 BTU; 4.84 kW cooling/ heating; power input: 1.6 kW; EER: 3.08, COP: 3.5; R410A refrigerant	No.				
3.1.3.6	16 800 BTU; 4.84 kW cooling/ heating; power input: 1.6 kW; EER: 3.08, COP: 3.5; R32 refrigerant	No.				
3.1.3.7	18 000 BTU; 18000 BTU; 5.2 kW cooling/ heating; power input: 1.75kW; EER: 3.21, COP: 3.41; R410A refrigerant	No.				
3.1.3.8	18 000 BTU; 18000 BTU; 5.2 kW cooling/ heating; power input: 1.75kW; EER: 3.21, COP: 3.41; R32 refrigerant	No.				
3.1.3.9	19500 BTU; 5.71 kW cooling/ heating; power input: 1.88 kW; EER: 3.04, COP: 3.52; R410A refrigerant	No.				
3.1.3.10	19500 BTU; 5.71 kW cooling/ heating; power input: 1.88 kW; EER: 3.04, COP: 3.52; R32 refrigerant	No.				
3.1.3.11	24000 BTU; 7 kW cooling/ heating; power input: 2.34 kW; EER: 3.01, COP: 3.40; R410A refrigerant	No.				
3.1.3.12	24000 BTU; 7 kW cooling/ heating; power input: 2.34 kW; EER: 3.01, COP: 3.40; R32 refrigerant	No.				
3.1.3.13	24200 BTU; 7.1 kW cooling/ heating; power input: 2.53 kW; EER: 2.81, COP: 3.33; R410A refrigerant	No.				
3.1.3.14	24200 BTU; 7.1 kW cooling/ heating; power input: 2.53 kW; EER: 2.81, COP: 3.33; R32 refrigerant	No.				
3.1.3.15	30700 BTU; 9 kW cooling/ heating; power input: 2.75 kW; EER: 3.27, COP: 3.7; R410A refrigerant	No.				
3.1.3.16	30700 BTU; 9 kW cooling/ heating; power input: 2.75 kW; EER: 3.27, COP: 3.7; R32 refrigerant	No.				
3.1.3.17	34100 BTU; 10 kW cooling/ heating; power input: 3.12 kW; EER: 3.21, COP: 3.61; R410A refrigerant	No.				
3.1.3.18	34100 BTU; 10 kW cooling/ heating; power input: 3.12 kW; EER: 3.21, COP: 3.61; R32 refrigerant	No.				
3.1.3.19	36 000 BTU; 10.6 kW cooling/ heating; power input: 4.15 kW; EER: 2.6, COP: 3.6; R410 refrigerant	No.				
3.1.3.20	36 000 BTU; 10.6 kW cooling/ heating; power input: 4.15 kW; EER: 2.6, COP: 3.6; R32 refrigerant	No.				
3.1.3.21	40900 BTU; 12 kW cooling/ heating; power input: 4.12 kW; EER: 2.55, COP: 3.42; R410A refrigerant	No.				
3.1.3.22	40900 BTU; 12 kW cooling/ heating; power input: 4.12 kW; EER: 2.55, COP: 3.42; R32 refrigerant	No.				
3.1.3.23	45700 BTU; 13.4 kW cooling/ heating; power input: 4.45 kW; EER: 3.01, COP: 3.41; R410A refrigerant	No.				
3.1.3.24	45700 BTU; 13.4 kW cooling/ heating; power input: 4.45 kW; EER: 3.01, COP: 3.41; R32 refrigerant	No.				
3.1.3.25	48 000 BTU ; 14.07 kW cooling/ heating; power input: 5.41 kW; EER: 2.67, COP: 3.31; R410 refrigerant	No.				
3.1.3.26	48 000 BTU ; 14.07 kW cooling/ heating; power input: 5.41 kW; EER: 2.67, COP: 3.31; R32 refrigerant	No.				
3.1.3.27	55000 BTU/h; 16.1 kW cooling/ heating; power input: 6.7 kW; EER: 2.41, COP: 2.7; R410A refrigerant	No.				
3.1.3.28	55000 BTU/h; 16.1 kW cooling/ heating; power input: 6.7 kW; EER: 2.41, COP: 2.7; R32 refrigerant	No.				
3.1.3.29	60000 BTU/h; 17.58 kW cooling/ heating; power input: 6.7 kW; EER: 2.41, COP: 2.7; R410A refrigerant	No.				
3.1.3.30	60000 BTU/h; 17.58 kW cooling/ heating; power input: 6.7 kW; EER: 2.41, COP: 2.7; R32 refrigerant	No.				
3.1.4	UNDER CEILING SPLIT AIR CONDITIONER Including all materials and accessories required for the installation to be fully functional as per manufacturers instruction with 5 METRES of all interlinking piping, insulation, cabling and trunking. (PVC Trunking indoors, Galvanized Trunking Outdoors, ONLY Copper Piping to be used on all installations) (Excluding electrical supply to the unit). All units to have both Heating and Cooling modes. INVERTER UNITS ONLY. (complete with wired and/or infrared remote control):					
3.1.4.1	18000 BTU; 5 kW cooling/ heating; power input: 2.95kW; EER: 3.21, COP: 3.35; R410A refrigerant	No.				
3.1.4.2	18000 BTU; 5 kW cooling/ heating; power input: 2.95kW; EER: 3.21, COP: 3.35; R32 refrigerant	No.				
3.1.4.3	24000 BTU; 7.6 kW cooling/ heating; power input: 3.35kW; EER: 4.14, COP: 4.44; R410A refrigerant	No.				
3.1.4.4	24000 BTU; 7.6 kW cooling/ heating; power input: 3.35kW; EER: 4.14, COP: 4.44; R32 refrigerant	No.				
3.1.4.5	27000 BTU cooling/ heating; 7.9 kW; power input: 2.1 kW; EER: 3.33, COP: 3.75; R410A refrigerant	No.				
3.1.4.6	27000 BTU cooling/ heating; 7.9 kW; power input: 2.1 kW; EER: 3.33, COP: 3.75; R32 refrigerant	No.				
3.1.4.7	34000 BTU; 10 kW cooling/ heating; power input: 3.34 kW; EER: 3.02, COP: 3.42; 410A refrigerant	No.				
3.1.4.8	34000 BTU; 10 kW cooling/ heating; power input: 3.34 kW; EER: 3.02, COP: 3.42; R32 refrigerant	No.				
3.1.4.9	36000 BTU cooling/ heating; 10.6 kW; power input: 3.8 kW; EER: 2.8, COP: 3.6; R410A refrigerant	No.				

3.1.4.10	36000 BTU cooling/ heating; 10.6 kW; power input: 3.8 kW; EER: 2.8, COP: 3.6; R32 refrigerant	No.					
3.1.4.11	45700 BTU cooling/ heating; 13.4 kW; power input: 4.45 kW; EER: 3.01, COP: 3.41; R410A refrigerant	No.					
3.1.4.12	45700 BTU cooling/ heating; 13.4 kW; power input: 4.45 kW; EER: 3.01, COP: 3.41; R32 refrigerant	No.					
3.1.4.13	48000 BTU cooling/ heating; 14 kW/ 16 kW; power input: 5.2 kW; EER: 2.71, COP: 3.51; R410A refrigerant	No.					
3.1.4.14	48000 BTU cooling/ heating; 14 kW/ 16 kW; power input: 5.2 kW; EER: 2.71, COP: 3.51; R32 refrigerant	No.					
3.1.4.15	51200 BTU; 15 kW cooling/ heating; power input: 5.28kW; EER: 2.34, COP: 2.88; R410A refrigerant	No.					
3.1.4.16	51200 BTU; 15 kW cooling/ heating; power input: 5.28kW; EER: 2.34, COP: 2.88; R32 refrigerant	No.					
3.1.4.17	55000 BTU; 16 kW cooling/ heating; power input: 6.9 kW; EER: 3.01, COP: 3.61; R410A refrigerant	No.					
3.1.4.18	55000 BTU; 16 kW cooling/ heating; power input: 6.9 kW; EER: 3.01, COP: 3.61; R32 refrigerant	No.					
3.1.4.19	60 000 BTU/h; 17.58 kW cooling/ heating; power input: 6.9 kW; EER: 2.34, COP: 2.88; R410 refrigerant	No.					
3.1.4.20	60 000 BTU/h; 17.58 kW cooling/ heating; power input: 6.9 kW; EER: 2.34, COP: 2.88; R32 refrigerant	No.					
3.1.4.21	61 000 BTU; 18 kW cooling/ heating; power input: 6.02kW; EER: 3.07, COP: 3.86; R410A refrigerant	No.					
3.1.4.22	61 000 BTU; 18 kW cooling/ heating; power input: 6.02kW; EER: 3.07, COP: 3.86; R32 refrigerant	No.					
3.1.5	DUCTED SPLIT AIR CONDITIONER Including all materials and accessories required for the installation to be fully functional as per manufacturers instruction with 5 METRES of all interlinking piping, insulation, cabling and trunking. (PVC Trunking indoors, Galvanized Trunking Outdoors, ONLY Copper Piping to be used on all installations) (Excluding electrical supply to the unit). All units to have both Heating and Cooling modes. INVERTER UNITS ONLY. (complete with wired and/or infrared remote control):						
3.1.5.1	9 000 BTU; 2.6 kW cooling/heating; power input: 0.76 kW; EER: 3.42, COP: 3.76; R410A refrigerant	No.					
3.1.5.2	9 000 BTU; 2.6 kW cooling/heating; power input: 0.76 kW; EER: 3.42, COP: 3.76; R32 refrigerant	No.					
3.1.5.3	12 000 BTU; 3.5 kW cooling/heating; power input: 1.05kW; EER: 3.33, COP: 3.33; R410A refrigerant	No.					
3.1.5.4	12 000 BTU; 3.5 kW cooling/heating; power input: 1.05kW; EER: 3.33, COP: 3.33; R32 refrigerant	No.					
3.1.5.5	17 100 BTU; 5 kW cooling/heating; power input: 1.56kW; EER: 3.21, COP: 3.8; R410A refrigerant	No.					
3.1.5.6	17 100 BTU; 5 kW cooling/heating; power input: 1.56kW; EER: 3.21, COP: 3.8; R32 refrigerant	No.					
3.1.5.7	18000 BTU; 5 kW cooling/ heating; power input: 1.6kW; EER: 6.3, COP: 4.1; R410A refrigerant	No.					
3.1.5.8	18000 BTU; 5 kW cooling/ heating; power input: 1.6kW; EER: 6.3, COP: 4.1; R32 refrigerant	No.					
3.1.5.9	19 800 BTU; 5.8 kW cooling/heating; power input: 1.95kW; EER: 2.97, COP: 3.59; R410A refrigerant	No.					
3.1.5.10	19 800 BTU; 5.8 kW cooling/heating; power input: 1.95kW; EER: 2.97, COP: 3.59; R32 refrigerant	No.					
3.1.5.11	24000 BTU; 7 kW cooling/heating; power input: 2.15kW; EER: 3.33, COP: 3.64; R410A refrigerant	No.					
3.1.5.12	24000 BTU; 7 kW cooling/heating; power input: 2.15kW; EER: 3.33, COP: 3.64; R32 refrigerant	No.					
3.1.5.13	30 700 BTU; 9 kW cooling/heating; power input: 2.9kW; EER: 3.1, COP: 3.64; R410A refrigerant	No.					
3.1.5.14	30 700 BTU; 9 kW cooling/heating; power input: 2.9kW; EER: 3.1, COP: 3.64; R32 refrigerant	No.					
3.1.5.15	34 100 BTU; 10 kW cooling/heating; power input: 3.5kW; EER: 2.86, COP: 3.39; R410A refrigerant	No.					
3.1.5.16	34 100 BTU; 10 kW cooling/heating; power input: 3.5kW; EER: 2.86, COP: 3.39; R32 refrigerant	No.					
3.1.5.17	36000 BTU; 10.5 kW cooling/heating; power input: 3.59kW; EER: 2.85, COP: 3.26; R410A refrigerant	No.					
3.1.5.18	36 000 BTU; 10.5 kW cooling/heating; power input: 3.59kW; EER: 2.85, COP: 3.26; R32 refrigerant	No.					
3.1.5.19	40 900 BTU; 12 kW cooling/heating; power input: 4.4kW; EER: 2.73, COP: 3.25; R410A refrigerant	No.					
3.1.5.20	40 900 BTU; 12 kW cooling/heating; power input: 4.4kW; EER: 2.73, COP: 3.25; R32 refrigerant	No.					
3.1.5.21	48000 BTU; 14 kW cooling/heating; power input: 5.43kW; EER: 2.59, COP: 3.46; R410A refrigerant	No.					
3.1.5.22	48 000 BTU; 14 kW cooling/heating; power input: 5.43kW; EER: 2.59, COP: 3.46; R32 refrigerant	No.					
3.1.5.23	60 000 BTU/h; 20 kW cooling/ heating; power input: 7.3 kW; EER: 3.30, COP: 3.61; R410 refrigerant	No.					
3.1.5.24	60 000 BTU/h; 20 kW cooling/ heating; power input: 7.3 kW; EER: 3.30, COP: 3.61; R32 refrigerant	No.					

3.1.6	LARGE DUCTED SPLIT AIR CONDITIONER Including all materials and accessories required for the installation to be fully functional as per manufacturers instruction with 5 METRES of all interlinking piping, insulation, cabling and trunking. (PVC Trunking indoors, Galvanized Trunking Outdoors, ONLY Copper Piping to be used on all installations) (Excluding electrical supply to the unit). All units to have both Heating and Cooling modes. INVERTER UNITS ONLY. (complete with wired and/or infrared remote control):						
3.1.6.1	70000 BTU; 23 kW cooling/ heating; power input: 8 kW; EER: 3.1, COP: 3.45; R410 refrigerant	No.					
3.1.6.2	70000 BTU; 23 kW cooling/ heating; power input: 8 kW; EER: 3.1, COP: 3.45; R32 refrigerant	No.					
3.1.6.3	85000 BTU; 25 kW cooling/ heating; power input: 9.58 kW; EER: 2.62, COP: 3.24; R410 refrigerant	No.					
3.1.6.4	85000 BTU; 25 kW cooling/ heating; power input: 9.58 kW; EER: 2.62, COP: 3.24; R32 refrigerant	No.					
3.1.6.5	96 000 BTU; 28.5 kW cooling/ heating; power input: 12 kW; EER: 2.62, COP: 3.24; R410 refrigerant	No.					
3.1.6.6	96 000 BTU; 28.5 kW cooling/ heating; power input: 12 kW; EER: 2.62, COP: 3.24; R32 refrigerant	No.					
3.1.6.7	150 000 BTU; 45 kW cooling/ heating; power input: 12.9 kW; EER: 3.5, COP: 4.2; R410 refrigerant	No.					
3.1.6.8	150 000 BTU; 45 kW cooling/ heating; power input: 12.9 kW; EER: 3.5, COP: 4.2; R32 refrigerant	No.					
3.1.6.9	205 000 BTU; 56 kW cooling/ heating; power input: 16 kW; EER: 3.5, COP: 4.05; R410 refrigerant	No.					
3.1.6.10	205 000 BTU; 56 kW cooling/ heating; power input: 16 kW; EER: 3.5, COP: 4.05; R32 refrigerant	No.					
3.1.7	FLOOR STANDING AIR CONDITIONER Including all materials and accessories required for the installation to be fully functional as per manufacturers instruction with 5 METRES of all interlinking piping, insulation, cabling and trunking. (PVC Trunking indoors, Galvanized Trunking Outdoors, ONLY Copper Piping to be used on all installations) (Excluding electrical supply to the unit). All units to have both Heating and Cooling modes. INVERTER UNITS ONLY. (complete with wired and/or infrared remote control):						
3.1.7.1	8900/11900 BTU cooling/ heating 2.6 kW/3.5 kW; power input: 0.67kW; EER: 3.88, COP: 3.61; R410A refrigerant	No.					
3.1.7.2	8900/11900 BTU cooling/ heating 2.6 kW/3.5 kW; power input: 0.67kW; EER: 3.88, COP: 3.61; R32 refrigerant	No.					
3.1.7.3	11900/13600 BTU cooling/ heating; 3.5 kW/ 4kW; power input: 1.09kW; EER: 3.21, COP: 3.61; R410A refrigerant	No.					
3.1.7.4	11900/13600 BTU cooling/ heating; 3.5 kW/ 4kW; power input: 1.09kW; EER: 3.21, COP: 3.61; R32 refrigerant	No.					
3.1.7.5	17100/19100 BTU cooling/ heating; 5 kW/ 5.6 kW; power input: 1.75kW; EER: 3.21, COP: 3.61; R410A refrigerant	No.					
3.1.7.6	17100/19100 BTU cooling/ heating; 5 kW/ 5.6 kW; power input: 1.75kW; EER: 3.21, COP: 3.61; R410A refrigerant	No.					
3.1.7.7	76 000 BTU; 22.23 kW cooling/ heating; power input: 11.7 kW; EER: 2.34, COP: 2.97; R410 refrigerant	No.					
3.1.7.8	76000 BTU/h; 22.23 kW cooling/ heating; power input: 11.7 kW; EER: 2.34, COP: 2.97; R32 refrigerant	No.					
3.1.7.9	96000 BTU; 28.13 kW cooling/ heating; power input: 14.4 kW; EER: 2.34, COP: 2.93; R410 refrigerant	No.					
3.1.7.10	96000 BTU; 28.13 kW cooling/ heating; power input: 14.4 kW; EER: 2.34, COP: 2.93; R32 refrigerant	No.					
3.1.8	CONSOLE AIR CONDITIONER Including all materials and accessories required for the installation to be fully functional as per manufacturers instruction with 5 METRES of all interlinking piping, insulation, cabling and trunking. (PVC Trunking indoors, Galvanized Trunking Outdoors, ONLY Copper Piping to be used on all installations) (Excluding electrical supply to the unit). All units to have both Heating and Cooling modes. INVERTER UNITS ONLY. (complete with wired and/or infrared remote control):						
3.1.8.1	11900/13600 BTU/hr cooling/ heating; 3.5 kW/ 4kW; power input: 1.09kW; EER: 3.21, COP: 3.61; R410A refrigerant	No.					
3.1.8.2	11900/13600 BTU/hr cooling/ heating; 3.5 kW/ 4kW; power input: 1.09kW; EER: 3.21, COP: 3.61; R32 refrigerant	No.					
3.1.8.3	17100/19100 BTU/hr cooling/ heating; 5 kW/ 5.6 kW; power input: 1.75kW; EER: 3.21, COP: 3.61; R410A refrigerant	No.					
3.1.8.4	17100/19100 BTU/hr cooling/ heating; 5 kW/ 5.6 kW; power input: 1.75kW; EER: 3.21, COP: 3.61; R32 refrigerant	No.					

3.1.9	ROOF TOP PACKAGE UNITS Including all materials and accessories required for the installation to be fully functional as per manufacturers instruction with 5 METRES of all interlinking piping, insulation, cabling and trunking. (PVC Trunking indoors, Galvanized Trunking Outdoors, ONLY Copper Piping to be used on all installations) (Excluding electrical supply to the unit). All units to have both Heating and Cooling modes. INVERTER UNITS ONLY. (complete with wired and/or infrared remote control):						
3.1.9.1	89 000 BTU; 26 kW cooling/heating; power input: 7.9 kW; EER: 3.29; COP: 3.37; R410A refrigerant	No.					
3.1.9.2	89 000 BTU; 26 kW cooling/heating; power input: 7.9 kW; EER: 3.29; COP: 3.37; R32 refrigerant	No.					
3.1.9.3	90 000 BTU; 26 kW cooling/ heating; power input: 13.5 kW; EER: 9.7, COP: 11.6; R410 refrigerant	No.					
3.1.9.4	90 000 BTU; 26 kW cooling/ heating; power input: 13.5 kW; EER: 9.7, COP: 11.6; R32 refrigerant	No.					
3.1.9.5	120 000 BTU; 35 kW cooling/heating; power input: 10.7 kW; EER: 3.27; COP: 3.36; R410A refrigerant	No.					
3.1.9.6	120 000 BTU; 35 kW cooling/heating; power input: 10.7 kW; EER: 3.27; COP: 3.36; R32 refrigerant	No.					
3.1.9.7	180 000 BTU; 53 kW cooling/heating; power input: 16.7 kW; EER: 3.17; COP: 3.26; R410A refrigerant	No.					
3.1.9.8	180 000 BTU; 53 kW cooling/heating; power input: 16.7 kW; EER: 3.17; COP: 3.26; R32 refrigerant	No.					
3.1.9.9	240 000 BTU; 70 kW cooling/heating; power input: 22.6 kW; EER: 3.1 COP: 3.18; R410A refrigerant	No.					
3.1.9.10	240 000 BTU; 70 kW cooling/heating; power input: 22.6 kW; EER: 3.1 COP: 3.18; R32 refrigerant	No.					
3.1.9.11	300 000 BTU; 88 kW cooling/heating; power input: 28.9 kW; EER: 3.04; COP: 3.2; R410A refrigerant	No.					
3.1.9.12	300 000 BTU; 88 kW cooling/heating; power input: 28.9 kW; EER: 3.04; COP: 3.2; R32 refrigerant	No.					
3.1.9.13	335 000 BTU; 98 kW cooling/heating; power input: 32.8 kW; EER: 2.99; COP: 3.05; R410A refrigerant	No.					
3.1.9.14	335 000 BTU; 98 kW cooling/heating; power input: 32.8 kW; EER: 2.99; COP: 3.05; R32 refrigerant	No.					
3.1.9.15	345 000 BTU; 97 kW cooling/ heating; power input: 48.6 kW; EER: 10, COP: 10.3; R410 refrigerant	No.					
3.1.9.16	345 000 BTU; 97 kW cooling/ heating; power input: 48.6 kW; EER: 10, COP: 10.3; R32 refrigerant	No.					
3.1.9.17	358 000 BTU; 105 kW cooling/heating; power input: 41.5 kW; EER: 2.53; COP: 2.65; R410A refrigerant	No.					
3.1.9.18	358 000 BTU; 105 kW cooling/heating; power input: 41.5 kW; EER: 2.53; COP: 2.65; R32 refrigerant	No.					
3.1.9.19	478 000 BTU; 140 kW cooling/heating; power input: 52.5 kW; EER: 2.66 COP: 2.86; R410A refrigerant	No.					
3.1.9.20	478 000 BTU; 140 kW cooling/heating; power input: 52.5 kW; EER: 2.66 COP: 2.86; R32 refrigerant	No.					
3.1.10	PORTABLE AIR CONDITIONER Including all materials and accessories required for the installation to be fully functional as per manufacturers instruction (Excluding electrical supply to the unit). (complete with wired and/or infrared remote control):						
3.1.10.1	12 000 BTU; 3.52 kW cooling/ heating; power input: 1.35 kW; R410 refrigerant	No.					
3.1.10.2	12 000 BTU; 3.52 kW cooling/ heating; power input: 1.35 kW; R32 refrigerant	No.					
3.1.11	AIR CURTAIN Including all materials and accessories required for the installation to be fully functional as per manufacturers instruction (complete with wired and/or infrared remote control):						
3.1.11.1	900 mm (L) Airflow: 1630 m³/hr; Air Speed: 13m/s; Power: 205 W	No.					
3.1.11.2	1200 mm (L) Airflow: 2500 m³/hr; Air Speed: 13m/s; Power: 240 W	No.					
3.1.11.3	1500 mm (L) Airflow: 3580 m³/hr; Air Speed: 13m/s; Power: 320 W	No.					
3.1.11.4	1800 mm (L) Airflow: 4000 m³/hr; Air Speed: 13m/s; Power: 370 W	No.					
3.1.12	Air Conditioning Units connected to VFR/VRV sized accordingly. (VRF/VRV Measured elsewhere)						
3.1.12.1	Wall Mounted indoor Air Conditioning Unit						
3.1.12.1.1	5100 BTU; 1.5 kW cooling/ heating	No.					
3.1.12.1.2	7500 BTU; 2.2 kW cooling/ heating	No.					
3.1.12.1.3	9600 BTU; 2.8 kW cooling/ heating	No.					
3.1.12.1.4	12300 BTU; 3.6 kW cooling/ heating	No.					

3.1.12.1.5	15 400 BTU; 4.5 kW cooling/ heating	No.					
3.1.12.1.6	19 100 BTU; 5.6 kW cooling/ heating	No.					
3.1.12.1.7	23 200 BTU; 6.8 kW cooling/ heating	No.					
3.1.12.1.8	31 700 BTU; 9.3 kW cooling/ heating	No.					
3.1.12.2	Hide Away (Ducted) indoor Air Conditioning Unit						
3.1.12.2.1	5100 BTU; 1.5 kW cooling/ heating	No.					
3.1.12.2.2	7500 BTU; 2.2 kW cooling/ heating	No.					
3.1.12.2.3	9600 BTU; 2.8 kW cooling/ heating	No.					
3.1.12.2.4	12 300 BTU; 3.6 kW cooling/ heating	No.					
3.1.12.2.5	15 400 BTU; 4.5 kW cooling/ heating	No.					
3.1.12.2.6	19 100 BTU; 5.6 kW cooling/ heating	No.					
3.1.12.2.7	24 200 BTU; 7.1 kW cooling/ heating	No.					
3.1.12.2.8	30 700 BTU; 9 kW cooling/ heating	No.					
3.1.12.2.9	38 200 BTU; 11.2 kW cooling/ heating	No.					
3.1.12.2.10	43 700 BTU; 12.8 kW cooling/ heating	No.					
3.1.12.2.11	47 800 BTU; 14 kW cooling/ heating	No.					
3.1.12.2.12	54 600 BTU; 16 kW cooling/ heating	No.					
3.1.12.2.13	61 400 BTU; 18 kW cooling/ heating	No.					
3.1.12.2.14	76 400 BTU; 22.4 kW cooling/ heating	No.					
3.1.12.2.15	95 500 BTU; 28 kW cooling/ heating	No.					
3.1.12.3	Under Ceiling indoor Air Conditioning Unit						
3.1.12.3.1	12 300 BTU; 3.6 kW cooling/ heating	No.					
3.1.12.3.2	19 100 BTU; 5.6 kW cooling/ heating	No.					
3.1.12.3.3	24 200 BTU; 7.1 kW cooling/ heating	No.					
3.1.12.3.4	38 200 BTU; 11.2 kW cooling/ heating	No.					
3.1.12.3.5	47 800 BTU; 14 kW cooling/ heating	No.					
3.1.12.4	Console (Floor standing) Air Conditioning Unit						
3.1.12.4.1	7 500 BTU; 2.2 kW cooling/ heating	No.					
3.1.12.4.2	9 600 BTU; 2.8 kW cooling/ heating	No.					
3.1.12.4.3	12 300 BTU; 3.6 kW cooling/ heating	No.					
3.1.12.4.4	15 400 BTU; 4.5 kW cooling/ heating	No.					
3.1.12.4.5	19 100 BTU; 5.6 kW cooling/ heating	No.					
3.1.12.4.6	24 200 BTU; 7.1 kW cooling/ heating	No.					
3.1.12.5	Cassette indoor Air Conditioning Unit						
3.1.12.5.1	5 100 BTU; 1.5 kW cooling/ heating	No.					
3.1.12.5.2	7 500 BTU; 2.2 kW cooling/ heating	No.					
3.1.12.5.3	9 600 BTU; 2.8 kW cooling/ heating	No.					
3.1.12.5.4	12 300 BTU; 3.6 kW cooling/ heating	No.					
3.1.12.5.5	15 400 BTU; 4.5 kW cooling/ heating	No.					
3.1.12.5.6	19 100 BTU; 5.6 kW cooling/ heating	No.					
3.1.12.5.7	24 200 BTU; 7.1 kW cooling/ heating	No.					
3.1.12.5.8	30 700 BTU; 9 kW cooling/ heating	No.					
3.1.12.5.9	38 200 BTU; 11.2 kW cooling/ heating	No.					

3.1.12.6	VRV/VRF Mini heat pump (outdoor) unit:						
3.1.12.6.1	41300 BTU; 12 kW heating/cooling; power input: 3.6 kW; EER: 3.36, COP: 4.17; R410A refrigerant	No.					
3.1.12.6.2	47800 BTU; 14 kW heating/cooling; power input: 3.69 kW; EER: 3.79, COP: 4.43; R410A refrigerant	No.					
3.1.12.6.3	52 900 BTU; 15.5 kW heating/cooling; power input: 4.31 kW; EER: 3.6; COP: 4.1; R410A refrigerant	No.					
3.1.12.6.4	76 400 BTU; 22.4 kW heating/cooling; power input: 6.9 kW; EER: 3.25; COP: 3.86; R410A refrigerant	No.					
3.1.12.6.5	95 500 BTU; 28 kW heating/cooling; power input: 7.29 kW; EER: 3.84; COP: 4.68; R410A refrigerant	No.					
3.1.12.6.6	114 300 BTU; 33.5 kW heating/cooling; power input: 8.77 kW; EER: 3.82; COP: 4.79; R410A refrigerant	No.					
3.1.12.7	VRV/VRF heat pump (outdoor) unit:						
3.1.12.7.1	136 500 BTU; 40 kW heating/cooling; power input: 10.93 kW; EER: 3.66; COP: 4.43; R410A refrigerant	No.					
3.1.12.7.2	153 500 BTU; 45 kW heating/cooling; power input: 11.61 kW; EER: 3.72; COP: 4.34; R410A refrigerant	No.					
3.1.12.7.3	172 000 BTU; 50.4 kW heating/cooling; power input: 11.96 kW; EER: 4; COP: 4.76; R410A refrigerant	No.					
3.1.12.7.4	172 000 BTU; 50.4 kW heating/cooling; power input: 11.96 kW; EER: 4; COP: 4.76; R32 refrigerant	No.					
3.1.12.7.5	191 100 BTU; 56 kW heating/cooling; power input: 14.18 kW; EER: 3.95; COP: 4.53; R410A refrigerant	No.					
3.1.12.7.6	210 200 BTU; 51.6 kW heating/cooling; power input: 17.35 kW; EER: 3.55; COP: 4.15; R410A refrigerant	No.					
3.1.12.7.7	229 300 BTU; 67.2 kW heating/cooling; power input: 17.1 kW; EER: 3.93; COP: 4.34; R410A refrigerant	No.					
3.1.12.7.8	248 400 BTU; 72.8 kW heating/cooling; power input: 18.91 kW; EER: 3.85; COP: 4.55; R410A refrigerant	No.					
3.1.12.7.9	268 200 BTU; 78.6 kW heating/cooling; power input: 20.68 kW; EER: 3.8; COP: 4.37; R410A refrigerant	No.					
3.1.12.7.10	286 600 BTU; 84 kW heating/cooling; power input: 22.7 kW; EER: 3.7; COP: 4.59; R32 refrigerant	No.					
3.1.12.8	VRV/VRF heat recovery (outdoor) unit:						
3.1.12.8.1	76 400 BTU; 22.4 kW heating/cooling; power input: 5 kW; EER: 4.48; COP: 4.94; R410A refrigerant	No.					
3.1.12.8.2	95 500 BTU; 28 kW heating/cooling; power input: 6.8 kW; EER: 4.12; COP: 4.7; R410A refrigerant	No.					
3.1.12.8.3	114 600 BTU; 33.6 kW heating/cooling; power input: 8.4 kW; EER: 4; COP: 4.34; R410A refrigerant	No.					
3.1.12.8.4	136 500 BTU; 40 kW heating/cooling; power input: 9.5 kW; EER: 4.49; COP: 4.74; R410A refrigerant	No.					
3.1.12.8.5	153 500 BTU; 45 kW heating/cooling; power input: 11 kW; EER: 4.09; COP: 4.38; R410A refrigerant	No.					
3.1.12.8.6	172 000 BTU; 50.4 kW heating/cooling; power input: 11.9 kW; EER: 3.91; COP: 4.76; R410A refrigerant	No.					
3.1.12.8.7	191 100 BTU; 56 kW heating/cooling; power input: 15.19 kW; EER: 3.69; COP: 4.53; R410A refrigerant	No.					
3.1.12.8.8	210 200 BTU; 51.6 kW heating/cooling; power input: 17.35 kW; EER: 3.55; COP: 4.15; R410A refrigerant	No.					
3.1.12.8.9	229 300 BTU; 67.2 kW heating/cooling; power input: 16 kW; EER: 4.2; COP: 4.8; R410A refrigerant	No.					
3.1.12.8.10	248 400 BTU; 72.8 kW heating/cooling; power input: 17.33 kW; EER: 4.2; COP: 4.8; R410A refrigerant	No.					
3.1.12.8.11	268 200 BTU; 78.6 kW heating/cooling; power input: 19.65 kW; EER: 4; COP: 4.7; R410A refrigerant	No.					
3.1.12.8.12	286 600 BTU; 84 kW heating/cooling; power input: 22.7 kW; EER: 3.7; COP: 4.59; R410A refrigerant	No.					
3.1.12.9	VRV/VRF Branch circuit controller / branch selector:						
3.1.12.9.1	2 ports	No.					
3.1.12.9.2	4 ports	No.					
3.1.12.9.3	6 ports	No.					
3.1.12.9.4	9 ports	No.					
3.1.12.9.5	16 ports	No.					
3.1.12.9.6	18 ports	No.					
3.1.12.9.7	36 ports	No.					
3.1.13	DIFFUSERS Including all materials and accessories required for the installation to be fully functional as per manufacturers instruction.						
3.1.13.1	200mmØ x 600 x 600mm Constant Volume Diffuser	No.					
3.1.13.2	250mmØ x 600 x 600mm Constant Volume Diffuser	No.					

3.1.13.3	300mmØ x 600 x 600mm Constant Volume Diffuser	No.					
3.1.13.4	350mmØ x 600 x 600mm Constant Volume Diffuser	No.					
3.1.13.5	200mmØ x 600 x 600mm Variable Volume Diffuser	No.					
3.1.13.6	250mmØ x 600 x 600mm Variable Volume Diffuser	No.					
3.1.13.7	300mmØ x 600 x 600mm Variable Volume Diffuser	No.					
3.1.13.8	350mmØ x 600 x 600mm Variable Volume Diffuser	No.					
3.1.13.9	150mmØ round Diffuser	No.					
3.1.13.10	200mmØ round Diffuser	No.					
3.1.14	DOOR GRILLES						
3.1.14.1	200 x 300mm Aluminium Powder Coated Door Grille	No.					
3.1.14.2	200 x 400mm Aluminium Powder Coated Door Grille	No.					
3.1.14.3	400 x 400mm Door Grille Aluminium Powder Coated Door Grille	No.					
3.1.14.4	300 x 600mm Aluminium Powder Coated Door Grille	No.					
3.1.14.5	600 x 600mm Aluminium Powder Coated Door Grille	No.					
3.1.15	LOUVERS						
3.1.15.1	300 x 300 mm Aluminium Powder Coated Louver	No.					
3.1.15.2	300 x 600mm Aluminium Powder Coated Louver	No.					
3.1.15.3	600 x 600mm Aluminium Powder Coated Louver	No.					
3.1.15.4	800 x 800mm Aluminium Powder Coated Louver	No.					
3.1.16	EXTRACTION FANS						
3.1.16.1	25 l/s	No.					
3.1.16.2	50 l/s	No.					
3.1.16.3	55 l/s	No.					
3.1.16.4	78 l/s	No.					
3.1.16.5	110 l/s	No.					
3.1.16.6	140 l/s	No.					
3.1.16.7	170 l/s	No.					
3.1.16.8	217 l/s	No.					
3.1.16.9	250 l/s	No.					
3.1.16.10	300 l/s	No.					
3.1.16.11	310 l/s	No.					
3.1.16.12	400 l/s	No.					
3.1.16.13	500 l/s	No.					
3.1.17	SUPPLY AIR FANS COMPLETE WITH 2 x SILENCERS AND FILTER / SIDE ACCESS FILTER BOX						
3.1.17.1	25 l/s	No.					
3.1.17.2	50 l/s	No.					
3.1.17.3	55 l/s	No.					
3.1.17.4	78 l/s	No.					
3.1.17.5	110 l/s	No.					
3.1.17.6	140 l/s	No.					
3.1.17.7	170 l/s	No.					
3.1.17.8	217 l/s	No.					
3.1.17.9	250 l/s	No.					
3.1.17.10	300 l/s	No.					
3.1.17.11	310 l/s	No.					
3.1.17.12	400 l/s	No.					

3.1.17.13	500 l/s	No.					
3.1.18	PRIMARY FILTRATION						
3.1.18.1	Filter Panels for Fresh Air Intake Panel Type						
3.1.18.1.1	600 x 600 x 50 mm - Washable	No.					
3.1.18.1.2	600 x 600 x 50mm - Disposable	No.					
3.1.18.1.3	600 x 600mm Metal frame and clips	No.					
3.1.18.2	Filter Panels for AHU Panel Type						
3.1.18.2.1	600 x 600 x 50 mm - Washable	No.					
3.1.19	SECONDARY FILTRATION						
3.1.19.1	Filter Panels for AHU Bag Filters						
3.1.19.1.1	600 x 600 x 600 mm	No.					
3.1.19.2	Filter Panels for AHU Hepa Filters						
3.1.19.2.1	600 x 600 x 600 mm	No.					
3.1.20	DUCTING AND ACCESSORIES						
	(CPAP WORK GROUP 171 UNLESS OTHERWISE STATED) PREAMBLES						
3.1.20.1	SQUARE DUCTING						
3.1.20.1.1	Not exceeding 150mm Square non- insulated sheet metal ducting	m					
3.1.20.1.2	Exceeding 150mm and not exceeding 200mm Square non- insulated sheet metal ducting	m					
3.1.20.1.3	Exceeding 200mm and not 250mm Square non- insulated sheet metal ducting	m					
3.1.20.1.4	Exceeding 250mm and not exceeding 300mm Square non- insulated sheet metal ducting	m					
3.1.20.1.5	Exceeding 300mm and not exceeding 350mm Square non- insulated sheet metal ducting	m					
3.1.20.1.6	Exceeding 350mm and not exceeding 400mm Square non- insulated sheet metal ducting	m					
3.1.20.1.7	Not exceeding 150mm Square insulated sheet metal ducting	m					
3.1.20.1.8	Exceeding 150mm and not exceeding 200mm Square insulated sheet metal ducting	m					
3.1.20.1.9	Exceeding 200mm and not exceeding 250mm Square insulated sheet metal ducting	m					
3.1.20.1.10	Exceeding 250mm and not exceeding 300mm Square insulated sheet metal ducting	m					
3.1.20.1.11	Exceeding 300mm and not exceeding 350mm Square insulated sheet metal ducting	m					
3.1.20.1.12	Exceeding 350 mm and not exceeding 400mm Square insulated sheet metal ducting	m					
3.1.20.2	SQUARE DUCTING - BENDS						
3.1.20.2.1	150mm x 150mm	No.					
3.1.20.2.2	200mm x 200mm	No.					
3.1.20.2.3	250mm x 250mm	No.					
3.1.20.2.4	300mm x 300mm	No.					
3.1.20.2.5	350mm x 350mm	No.					
3.1.20.2.6	400mm x 400mm	No.					
3.1.20.3	SQUARE DUCTING - TEES						
3.1.20.3.1	150mm x 150mm	No.					
3.1.20.3.2	200mm x 200mm	No.					
3.1.20.3.3	250mm x 250mm	No.					
3.1.20.3.4	300mm x 300mm	No.					
3.1.20.3.5	350mm x 350mm	No.					
3.1.20.3.6	400mm x 400mm	No.					
3.1.20.4	RECTANGULAR DUCTING						

3.1.20.4.1	100mm x 150mm	m					
3.1.20.4.2	300mm x 200mm	m					
3.1.20.4.3	400mm x 300mm	m					
3.1.20.4.4	500mm x 400mm	m					
3.1.20.4.5	600mm x 500mm	m					
3.1.20.4.6	700mm x 600mm	m					
3.1.20.4.7	800mm x 700mm	m					
3.1.20.4.8	900mm x 800mm	m					
3.1.20.4.9	100mm x 900mm	m					
3.1.20.4.10	1500mm x 1000mm	m					
3.1.20.5	RECTANGULAR DUCTING - BENDS						
3.1.20.5.1	100mm x 150mm	No.					
3.1.20.5.2	300mm x 200mm	No.					
3.1.20.5.3	400mm x 300mm	No.					
3.1.20.5.4	500mm x 400mm	No.					
3.1.20.5.5	600mm x 500mm	No.					
3.1.20.5.6	700mm x 600mm	No.					
3.1.20.5.7	800mm x 700mm	No.					
3.1.20.5.8	900mm x 800mm	No.					
3.1.20.5.9	100mm x 900mm	No.					
3.1.20.5.10	1500mm x 1000mm	No.					
3.1.20.6	RECTANGULAR DUCTING - TEES						
3.1.20.6.1	100mm x 150mm	No.					
3.1.20.6.2	300mm x 200mm	No.					
3.1.20.6.3	400mm x 300mm	No.					
3.1.20.6.4	500mm x 400mm	No.					
3.1.20.6.5	600mm x 500mm	No.					
3.1.20.6.6	700mm x 600mm	No.					
3.1.20.6.7	800mm x 700mm	No.					
3.1.20.6.8	900mm x 800mm	No.					
3.1.20.6.9	100mm x 900mm	No.					
3.1.20.6.10	1500mm x 1000mm	No.					
3.1.20.7	SPIRAL DUCTING						
3.1.20.7.1	Not exceeding 100mmØ Round spiral non-insulated sheet metal ducting	m					
3.1.20.7.2	Exceeding 100mmØ and not exceeding 150mmØ Round spiral non-insulated sheet metal ducting	m					
3.1.20.7.3	Exceeding 150mmØ and not exceeding 200mmØ Round spiral non-insulated sheet metal ducting	m					
3.1.20.7.4	Exceeding 200mmØ and not exceeding 250mmØ Round spiral non-insulated sheet metal ducting	m					
3.1.20.7.5	Exceeding 250mmØ and not exceeding 300mmØ Round spiral non-insulated sheet metal ducting	m					
3.1.20.7.6	Exceeding 300mmØ and not exceeding 350mmØ Round spiral non-insulated sheet metal ducting	m					
3.1.20.7.7	Exceeding 350mmØ and not exceeding 400mmØ Round spiral non-insulated sheet metal ducting	m					
3.1.20.7.8	Not exceeding 100mmØ Round spiral insulated sheet metal ducting	m					
3.1.20.7.9	Exceeding 100mmØ and not exceeding 150mmØ Round spiral insulated sheet metal ducting	m					
3.1.20.7.10	Exceeding 150mmØ and not exceeding 200mmØ Round spiral insulated sheet metal ducting	m					

3.1.20.7.11	Exceeding 200mmØ and not exceeding 250mmØ Round spiral insulated sheet metal ducting	m				
3.1.20.7.12	Exceeding 250mmØ and not exceeding 300mmØ Round spiral insulated sheet metal ducting	m				
3.1.20.7.13	Exceeding 300mmØ and not exceeding 350mmØ Round spiral insulated sheet metal ducting	m				
3.1.20.7.14	Exceeding 350mmØ and not exceeding 400mmØ Round spiral insulated sheet metal ducting	m				
3.1.20.8	SPIRAL DUCTING - BENDS					
3.1.20.8.1	Not exceeding 100mmØ Round spiral	No.				
3.1.20.8.2	Exceeding 100mmØ and not exceeding 150mmØ Round spiral	No.				
3.1.20.8.3	Exceeding 150mmØ and not exceeding 200mmØ Round spiral	No.				
3.1.20.8.4	Exceeding 200mmØ and not exceeding 250mmØ Round spiral	No.				
3.1.20.8.5	Exceeding 250mmØ and not exceeding 300mmØ Round spiral	No.				
3.1.20.8.6	Exceeding 300mmØ and not exceeding 350mmØ Round spiral	No.				
3.1.20.8.7	Exceeding 350Ø and not exceeding 400mmØ Round spiral	No.				
3.1.20.9	SPIRAL DUCTING - TEES					
3.1.20.9.1	Not exceeding 100mmØ Round spiral	No.				
3.1.20.9.2	Exceeding 100mmØ and not exceeding 150mmØ Round spiral	No.				
3.1.20.9.3	Exceeding 150mmØ and not exceeding 200mmØ Round spiral	No.				
3.1.20.9.4	Exceeding 200mmØ and not exceeding 250mmØ Round spiral	No.				
3.1.20.9.5	Exceeding 250mmØ and not exceeding 300mmØ Round spiral	No.				
3.1.20.9.6	Exceeding 300mmØ and not exceeding 350mmØ Round spiral	No.				
3.1.20.9.7	Exceeding 350Ø and not exceeding 400mmØ Round spiral	No.				
3.1.20.10	FLEXIBLE DUCTING					
3.1.20.10.1	Not exceeding 100mmØ Insulated flexible ducting	m				
3.1.20.10.2	Not exceeding 100mmØ Un-insulated flexible ducting	m				
3.1.20.10.3	Exceeding 100mmØ and not exceeding 150mmØ Insulated flexible ducting	m				
3.1.20.10.4	Exceeding 100mmØ and not exceeding 150mmØ Un-insulated flexible ducting	m				
3.1.20.10.5	Exceeding 150mmØ and not exceeding 200mmØ Un-insulated flexible ducting	m				
3.1.20.10.6	Exceeding 150mmØ and not exceeding 200mmØ insulated flexible ducting	m				
3.1.20.10.7	Exceeding 200mmØ and not exceeding 250mmØ Un-insulated flexible ducting	m				
3.1.20.10.8	Exceeding 200mmØ and not exceeding 250mmØ insulated flexible ducting	m				
3.1.20.10.9	Exceeding 250mmØ and not exceeding 300mmØ un-insulated flexible ducting	m				
3.1.20.10.10	Exceeding 250mmØ and not exceeding 300mmØ insulated flexible ducting	m				
3.1.20.10.11	Exceeding 300mmØ and not exceeding 350mmØ Un-insulated flexible ducting	m				
3.1.20.10.12	Exceeding 300mmØ and not exceeding 350mmØ insulated flexible ducting	m				
3.1.20.11	REDUCERS					
3.1.20.11.1	Not exceeding Ø400mm Spiral duct	No.				
3.1.20.11.2	Exceeding Ø400mm and not exceeding Ø1000mm Spiral duct	No.				
3.1.20.11.3	500mm x 500mm - 200mm x 200mm Square duct	No.				
3.1.20.11.4	1000mm x 1000mm - 600mm x 600mm Square duct	No.				
3.1.20.11.5	500mm x 400mm - 200mm x 150mm Rectangular duct	No.				
3.1.20.11.6	1500mm x 1000mm - 600mm x 500mm Square duct	No.				
3.1.20.12	FIRE DAMPERS					
3.1.20.12.1	150mm Square fusible link fire damper	No.				
3.1.20.12.2	200mm Square fusible link fire damper	No.				

3.1.20.12.3	250mm Square fusible link fire damper	No.					
3.1.20.12.4	300mm Square fusible link fire damper	No.					
3.1.20.12.5	350mm Square fusible link fire damper	No.					
3.1.20.12.6	400mm Square fusible link fire damper	No.					
3.1.20.12.7	150mmØ Round fusible link fire damper	No.					
3.1.20.12.8	200mmØ Round fusible link fire damper	No.					
3.1.20.12.9	250mmØ Round fusible link fire damper	No.					
3.1.20.12.10	300mmØ Round fusible link fire damper	No.					
3.1.20.12.11	350mmØ Round fusible link fire damper	No.					
3.1.20.12.12	400mmØ Round fusible link fire damper	No.					
3.1.20.13	ALUMINIUM POWDER COATED DIFFUSERS AND VALVES						
3.1.20.13.1	AIR DIFFUSER						
3.1.20.13.1.1	Ø 200mm Constant volume Circular disc diffuser	No.					
3.1.20.13.1.2	Ø 250mm Constant volume Circular disc diffuser	No.					
3.1.20.13.1.3	Ø 350mm Constant volume Circular disc diffuser	No.					
3.1.20.13.1.4	Ø 150mm Swirl diffuser	No.					
3.1.20.13.1.5	Ø 200mm Swirl diffuser	No.					
3.1.20.13.1.6	Ø 250mm Swirl diffuser	No.					
3.1.20.13.1.7	Ø 300mm Swirl diffuser	No.					
3.1.20.13.1.8	Ø 350mm Swirl diffuser	No.					
3.1.20.13.1.9	Ø 400mm Swirl diffuser	No.					
3.1.20.13.2	QUADRANT DAMPER						
3.1.20.13.2.1	Ø 150mm Damper	No.					
3.1.20.13.2.2	Ø 200mm Damper	No.					
3.1.20.13.2.3	Ø 250mm Damper	No.					
3.1.20.13.3	AIR VALVES						
3.1.20.13.3.1	Ø 100mm	No.					
3.1.20.13.3.2	Ø 150mm	No.					
3.1.20.13.3.3	Ø 200mm	No.					
3.1.20.13.4	EXTRACT VALVES						
3.1.20.13.4.1	Ø 70mm	No.					
3.1.20.13.4.2	Ø 100mm	No.					
3.1.20.13.4.3	Ø 150mm	No.					
3.1.20.13.4.4	Ø 200mm	No.					
3.1.20.14	ALUMINIUM POWDER COATED GRILLES & LOUVRES						
3.1.20.14.1	GRILLES + OBD						
3.1.20.14.1.1	200mm x 200mm	No.					
3.1.20.14.1.2	300mm x 300mm	No.					
3.1.20.14.1.3	400mm x 400mm	No.					
3.1.20.14.1.4	500mm x 500mm	No.					
3.1.20.14.1.5	600mm x 600mm	No.					
3.1.20.14.2	DOOR GRILLES - BACK TO BACK						
3.1.20.14.2.1	200mm x 150mm	No.					

3.1.20.14.2.2	300mm x 200mm	No.					
3.1.20.14.2.3	400mm x 300mm	No.					
3.1.20.15	WEATHER LOUVRES NO OBD + VERMIN MESH						
3.1.20.15.1	300mm x 300mm	No.					
3.1.20.15.2	400mm x 400mm	No.					
3.1.20.15.3	500mm x 500mm	No.					
3.1.20.15.4	600mm x 600mm	No.					
3.1.20.15.5	700mm x 700mm	No.					
3.1.20.15.6	800mm x 800mm	No.					
3.1.20.16	HVAC/ DUCT INSULATION						
3.1.20.16.1	35 mm FRK	m²					
3.1.20.17	HVAC/ DUCT INSULATION CLADDING ALUMINIUM / GALVANISED SHEETING						
3.1.20.17.1	External ducting	m²					
3.1.20.18	CONTROLLERS						
3.1.20.18.1	Hard-wired remote controller for indoor units	No.					
3.1.20.18.2	Infrared remote controllers for indoor units	No.					
3.1.21	ELECTRIC MOTORS Electric Driven Motors for Fans / Pumps Factory Manufactured Motors as Specified - 220 V / 380 V - 50 Hz Electric Motors including mounting and lining up / connection to Fans / Pumps Electrical Connection Testing / Commissioning .						
3.1.21.1	0.5 KW to 0.75 KW	No.					
3.1.21.2	0.75 KW to 1,1 KW	No.					
3.1.21.3	1.1 KW to 2.5 KW	No.					
3.1.21.4	2,5 KW to 5.5 KW	No.					
3.1.21.5	5.5 KW to 7.5 KW	No.					
3.1.21.6	7.5 KW to 12 KW	No.					
3.1.21.7	12 KW to 25 KW	No.					
3.1.21.8	25 KW to 45 KW	No.					
3.1.21.9	55 KW to 75 KW	No.					
3.1.21.10	75 KW to 90 KW	No.					
3.1.22	AIR CONDITIONING ACCESSORIES R410A & R32 REFRIGERANT GRADE COPPER PIPING						
3.1.22.1	1/4" Copper Piping with insulation	m					
3.1.22.2	3/8" Copper Piping with insulation	m					
3.1.22.3	1/2" Copper Piping with insulation	m					
3.1.22.4	5/8" Copper Piping with insulation	m					
3.1.22.5	3/4" Copper Piping with insulation	m					
3.1.22.6	7/8" Copper Piping with insulation	m					
3.1.22.7	1 & 1/8" Copper Piping with insulation	m					
3.1.22.8	Extra over for jointing to existing piping	No.					
3.1.23	TRUNKING						
3.1.23.1	100 x 75mm Galvanized trunking for external use	m					
3.1.23.2	1 x 70 Galvanized Trunking	m					
3.1.23.3	100 x 40mm PVC	m					

3.1.23.4	40 x 40mm PVC	m					
3.1.23.5	25 x 16mm PVC	m					
3.1.23.6	16 x 16mm PVC	m					
3.1.23.7	1 x 16 EGA Trunking PVC	m					
3.1.23.8	1 x 40 EGA Trunking PVC	m					
3.1.24	CONDENSATE PIPING AND FITTINGS						
3.1.24.1	20mm Pressure Pipe (Blue)	m					
3.1.24.2	20mm Coupling (Grey)	No.					
3.1.24.3	20mm Bend (Grey)	No.					
3.1.24.4	20mm T Piece (Grey)	No.					
3.1.24.5	20mm Union (Grey)	No.					
3.1.24.6	25mm Pressure Pipe (Blue)	m					
3.1.24.7	25mm Coupling (Grey)	No.					
3.1.24.8	25mm Bend (Grey)	No.					
3.1.24.9	25mm T Piece (Grey)	No.					
3.1.24.10	25mm Union (Grey)	No.					
3.1.24.11	32mm Pressure Pipe (Blue)	m					
3.1.24.12	32mm Coupling (Grey)	No.					
3.1.24.13	32mm Bend (Grey)	No.					
3.1.24.14	32mm T Piece (Grey)	No.					
3.1.24.15	32mm Union (Grey)	No.					
3.1.24.16	40mm Pressure Pipe (Blue)	m					
3.1.24.17	40mm Coupling (Grey)	No.					
3.1.24.18	40mm Bend (Grey)	No.					
3.1.24.19	40mm T Piece (Grey)	No.					
3.1.24.20	40mm Union (Grey)	No.					
3.1.25	CONDENSATE PUMP						
3.1.25.1	Aspen or equivalent inline condensate pump trunk kit.	No.					
3.1.26	GALVANIZED ANTI-THEFT CONDENSOR CAGES To secure Condensor Units with anti-theft cage complete with all accessories and padlocks etc. Refer to Project specification.						
3.1.26.1	To secure 9 000 to 18 000 BTU Condensor Unit with anti-theft cage complete with all accessories and padlocks etc.	No.					
3.1.26.2	To secure 19 000 to 30 000 BTU Condensor Unit with anti-theft cage complete with all accessories and padlocks etc.	No.					
3.1.26.3	To secure 31 000 to 60 000 BTU Condensor Unit with anti-theft cage complete with all accessories and padlocks etc.	No.					
4	BILL NO. 4						
4.1	ELECTRICAL						
	(CPAP WORK GROUP 160 UNLESS OTHERWISE STATED)						
	PREAMBLES For preambles refer to "The General Preambles for Trades 2017 as published by the Association of South African Quantity Surveyors"						

	Rates for items in their respective trades throughout this entire schedule of rates will be deemed to include for the necessary preliminary and general cost (supply and labour for installation of items, unless otherwise specified) in its entirety as it may apply. The tenderer is referred to the pricing assumptions in part C2.1 in this document. Prices for all items hereunder are deemed to include for the following: - scaffolding up to 2.5m high - work both inside and outside of existing buildings - carting all materials to work area to maximum 4 storeys high, whether internal or external - cleaning up of work area upon completion - protecting of existing premises - work in small quantities - All plant, equipment and tools required to carry out the work.						
4.1.1	ELECTRICAL POWER SUPPLY CABLE						
4.1.1.1	3 core 1.5mm cabtire	m					
4.1.1.2	3 core 2.5mm cabtire	m					
4.1.1.3	1.5mm twin and earth	m					
4.1.1.4	2.5mm twin and earth	m					
4.1.1.5	4mm twin and earth	m					
4.1.1.6	5 core 1.5mm cabtire	m					
4.1.1.7	5 core 2.5mm cabtire	m					
4.1.1.8	7 core 2.5mm cabtire	m					
4.1.1.9	1.5 mm x2 core surfix white/black cable	m					
4.1.1.10	2.5 mm x2 core surfix white/black cable	m					
4.1.1.11	4 mm x2 core surfix white/black cable	m					
4.1.1.12	1.5 mm x3 core surfix white/black cable	m					
4.1.1.13	2.5 mm x3 core surfix white/black cable	m					
4.1.1.14	4 mm x3 core surfix white/black cable	m					
4.1.2	ISOLATOR BOX						
4.1.2.1	4 x 4 double pole weather proof PVC rotary switch isolator	No.					
4.1.2.2	4 x 4 triple pole weather proof PVC rotary switch isolator	No.					
4.1.3	MINIATURE CIRCUIT BREAKER						
4.1.3.1	5amp orange lever single pole	No.					
4.1.3.2	10amp orange lever single pole	No.					
4.1.3.3	15amp orange lever single pole	No.					
4.1.3.4	20amp orange lever single pole	No.					
4.1.3.5	25amp orange lever single pole	No.					
4.1.3.6	30amp orange lever single pole	No.					
4.1.3.7	15amp orange lever triple pole	No.					
4.1.3.8	20amp orange lever triple pole	No.					
4.1.3.9	25amp orange lever triple pole	No.					
4.1.3.10	30amp orange lever triple pole	No.					
4.1.3.11	40amp orange lever triple pole	No.					

DECLARATION (In respect of completeness of Tender)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN

I/we, the undersigned, do hereby declare that these are the properly priced Schedule of Rates forming Part C2.2 of this Contract Document containing 167 pages in consecutive order, with Annex 5 attached containing 43 pages in consecutive order, upon which my/our tender for **TENDER NO. 245Q/2024/25: TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN** has been based. If I/we have submitted a printed version of the Schedules of Rates, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

SIGNATURE OF TENDERER/S

DATE

Part C3: Scope of Work

Pages

C3.1	Description of the Works	134– 137
C3.2	Engineering	138 – 139
C3.3	Procurement	140 – 141
C3.4	Construction	142 – 160
C3.5	Management.....	161 – 211
C3.6	Annexes.....	212 – 218

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

Drawings
Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6)
Model Preambles for Trades 2008

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C3.1 Description of the Works

CONTENTS

- 3.1.1 EMPLOYER'S OBJECTIVES
- 3.1.2 OVERVIEW OF THE WORKS
- 3.1.3 EXTENT OF THE WORKS
- 3.1.4 LOCATION OF THE WORKS
- 3.1.5 TEMPORARY WORKS

3.1.1. EMPLOYER'S OBJECTIVES

The contractor will be responsible for supply and installation, servicing, repairs and maintenance and replacement of heating, ventilation and air conditioning (HVAC) systems at various municipal facilities within the city of cape town areas as and when required.

The project description outlined in the Scope of Work serves as a general overview of the Contract Works and does not limit the scope of work required from the Contractor under this contract. While key items are highlighted in this section, detailed descriptions of each type of work to be performed in accordance with the contract documents are included in the Schedule of Rates.

3.1.2. OVERVIEW OF THE WORKS

The works are for the supply, installation, servicing, repairs, maintenance and replacement of Heating, Ventilation, and Air conditioning (HVAC) systems across various facilities within the City of Cape Town. These services will be provided on an as and when required basis for the duration of the term tender and are to be executed by the highest ranked available contractor in their respective Works Project value ranges and area(s) awarded, who are allocated Works Projects on a "winner-takes-all" basis (as described in the Tender Data and Contract Data) with a winner in each of the areas and Works Project value ranges.

The Service Provider(s) will be responsible for fulfilling all requirements related to the Works. All work must be executed in compliance with the latest standards and Original Equipment Manufacturer (OEM) instructions and specifications where applicable and any relevant laws and regulations.

3.1.3. EXTENT OF THE WORKS

Work items under this term tender contract may include any one or more of the following:

General items

- Establishment on site by the Contractor
- The supply of labour, tools, equipment, materials and supervision to complete the work
- Setting out of the Works
- Maintenance of the works during and after construction.
- Supply, installation, servicing, repairs and maintenance and replacement of existing Heating, Ventilation and Air Conditioning (HVAC) systems

The individual work projects will only be identified for each facility in a planning exercise done prior to the beginning of each financial year by the departments as best can be done. There will also be in addition to planned work, emergency remedial work and reactive maintenance which will only be identified at the time it occurs. This work will have to be undertaken at short notice depending on severity and impact of the repair.

The work will vary in nature from minor work projects and some major work projects of up to

R3 million. The extent and frequency of these projects cannot be determined at this early stage. Once again this will be driven by available budgets/project readiness in any given financial year. Most of the work projects will be of such a nature that the contractor will be adequately resourced to undertake such projects with in-house expertise. There may be instances where a portion of the works project will be of a specialist nature which will require the main contractor to procure a relevant specialist subcontractor(s) to remedy.

Given all of the foregoing, the contractor is to understand that the various work projects are created throughout the tender period.

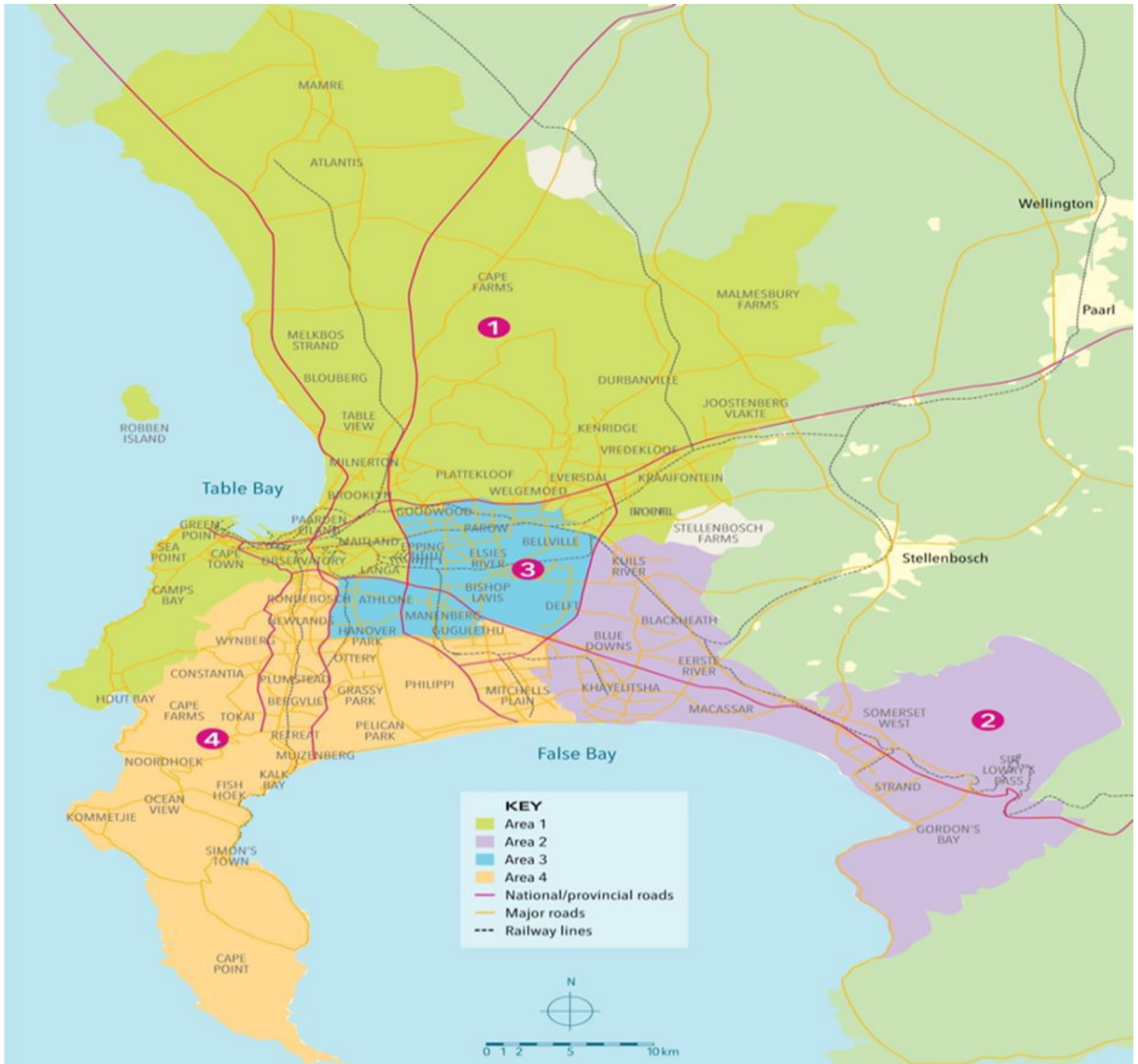
The Works that are to be carried out will be specified in Works Project contract documents as and when required and as provided for in the Bills of Quantities therein.

3.1.4. LOCATION OF THE WORKS

The entire City of Cape Town municipal area, is shown below. Where ambiguity exists as to the exact location of the boundary (i.e. the boundary is shown as being directly on the road), the boundary shall always be either to the north or east of the road in question

The Employer requires that awarded contractors establish an office within the City of Cape Town municipal area within 30 days of contract signing.

Citywide consists of all four areas within the municipal boundary.



3.1.5 TEMPORARY WORKS

- **Scaffolding and access platforms**

For safe access to high or difficult-to-reach areas during installation, repairs, and maintenance of HVAC systems

- **Temporary Power Supply**

Provision of temporary electrical connections to power tools, equipment, and HVAC units during installation or maintenance, if the permanent power supply is unavailable or disconnected

- **Site establishment**

Temporary site offices, storage facilities for equipment, and staging areas for HVAC materials, components, and spare parts.

- **Closing of voids**

When applicable, temporary holes/gaps and voids are to be closed up using sheet metal or wood fixed to the substrate until the new unit is installed

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C3.2 Engineering

CONTENTS

- 3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX
- 3.2.2 EMPLOYER'S DESIGN
- 3.2.3 DESIGN BRIEF
- 3.2.4 DRAWINGS
- 3.2.5 DESIGN PROCEDURES

3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

N/A

3.2.2 EMPLOYER'S DESIGN

N/A

3.2.3 DESIGN BRIEF

N/A

3.2.4 DRAWINGS

The Contractor shall be responsible for the preparation of "as built" drawings and shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract.

Construction drawings if applicable will, in terms of the Conditions of Contract, be issued to the Contractor by the Principal Agent, as appropriate, prior to the date for commencement with Works execution, and from time to time as required.

The Works shall be constructed in accordance with the issued design drawings, if any.

3.2.5 DESIGN PROCEDURES

N/A

C3.3 Procurement

CONTENTS

- 3.3.1 PREFERENTIAL PROCUREMENT
- 3.3.2 SUB-CONTRACTING PROCEDURES

1. PREFERENTIAL PROCUREMENT

The Works, and Works Projects, shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

The declarations made in the **Preference Schedule** of the framework contract will be used in the evaluation of tender offers as described in clause C.3.11 in Part T1.2 Tender Data.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Contractor is found to have breached any of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor).

Notwithstanding the application of penalties, the Contractor's attention is drawn to other sanctions that may be applied by the Employer (listed in the **Preference Schedule**) with due consideration to the circumstances.

2. SUB-CONTRACTING PROCEDURES

2.1 Monitoring the use of sub-contractors

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **Preference Schedule**, the Contractor shall submit to the Principal Agent, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

The Contractor shall submit to the Principal Agent documentary evidence in accordance with the applicable codes of good practise of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Principal Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Principal Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

2.2 Procedure for the selection of sub-contractors/suppliers

Where monetary allowances for provisional sums or prime cost items have been provided in the Bills of Quantities in the Works Project contract document, and where the work or items to which the allowances relate are to be executed/supplied by sub-contractors/suppliers, then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

Where the monetary allowance is less than or equal to R300 000, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers for the required work or items. The selection of the three sub-contractors/suppliers shall be in consultation with, and to the approval of the Principal Agent. The evaluation of the quotations received must include a preference points system as described in C.3.11 of the Tender Data.

Where the monetary allowance is in excess of R300 000, an open competitive tender process shall be followed in respect of the selection of a sub-contractor/supplier for the required work or items. In such circumstances, tender documentation will be prepared by the Principal Agent in consultation with and to the approval of the Contractor, invitations to tender will be advertised in the media by the Principal Agent on behalf of the Contractor, and a sub-contractor/supplier will be selected from the responses received, by the Contractor and Principal Agent in consultation. The evaluation of the offers received must include a preference points system as described in C.3.11 of the Tender Data. The Contractor must satisfy him/herself that the selected sub-contractor/supplier can meet the requirements of the sub-contract /supply agreement and may, on reasonable grounds, elect not to employ a particular sub-contractor/supplier.

In both instances above (less than or equal to R300 000 or in excess of R300 000), the contractual relationship between the Contractor and sub-contractor/supplier shall be as described in Clause 4.4.3 of the General Conditions of Contract.

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C3.4 Construction

CONTENTS

- 3.4.1 TRADE NAMES OR PROPRIETARY PRODUCTS
- 3.4.2 APPLICABLE STANDARDISED SPECIFICATIONS
- 3.4.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS
- 3.4.4 WAYLEAVES, PERMISSIONS AND PERMITS
- 3.4.5 LOCAL PRODUCTION AND CONTENT
- 3.4.6 EMPLOYMENT OF SECURITY PERSONNEL
- 3.4.7 UNIVERSAL ACCESS

3.4.1 TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

Tenderers must note the following:

When an equivalent item is proposed by the Contractor, the Employer will request that the following is submitted as part of the Works Project Document in order to verify the legitimacy of the equivalent product:

- 1) Submit the product data sheet and terms of guarantee of the specified item and the equivalent alternative. The Employer will require that both datasheets are marked-up where similar properties complying are evident.
- 2) Mark up both datasheets to substantiate their request to consider the alternative product.
- 3) The mark up shall cover all applicable SANS, ISO, EN and other standards as a minimum, as well as other products parameters related to durability and performance. It is expected that similar or better guarantees or warranties are offered in the alternative product.

Notwithstanding the above and in the case where the line item is not a propriety item, the Principal Agent may require that the Contractor submits the following with the Works Project Document to confirm compliance to specification:

- 1) Submit a product data sheet of the proposed product to comply to the contract specifications of the generically described product.
- 2) Mark up the datasheet and an extract of the specifications to substantiate their request to approve this product.
- 3) The mark up shall cover all applicable SANS, ISO, EN and other standards and products parameters specified at tender stage.

Acceptance or rejection of a proposed products/ alternatives will be at the discretion of the Principal Agent in consultation with the Contract Manager (or any other technical experts which the CCT deems fit), based on their assessment whether the product is compliant to specification. Rejection or acceptance of the proposed product will be communicated prior to works project commencement. Should the proposed product be rejected by the Principal Agent, the Contractor must provide a product that is in line with the specification. The Contractor will have no claim to increase the rate for a line item to comply to the specification, and the onus is on the Contractor to ensure that the quoted rate is based on a product that fully compliant with specifications.

CONTRACTORS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

3.4.2 APPLICABLE STANDARDISED SPECIFICATIONS

The "General Preambles for Trades 2017 edition" recommended and published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Schedules of Rates and Bills of Quantities, with amendments as follows:

References to "Architect" in the General Preambles are to be read as "Principal Agent".

Tenderers who are not familiar with the aforesaid "General Preambles for Trades" are advised to obtain a copy thereof from The Association of South African Quantity Surveyors, P.O. Box 3527, Halfway House, 1685 - telephone (011) 315-4140, before a Tender is submitted.

3.4.2.1 COMPLIANCE WITH REGULATIONS AND STANDARDS

All services and installations shall comply with the latest revisions and amendments of the following listed standards and specifications. The Contractor shall obtain these standards and specifications and keep a copy on site for inspection by the Contractors technical staff, foremen and other staff.

The Municipal By-Laws and Regulations and any regulations of the Supplier of Electricity, or any Government Department.

The Local Fire Department Regulations.

National Standards and good working practice.

Pressure Equipment Regulations, 2009.

The applicable SANS / SABS Specifications and Codes of Practice, or the ISO Specification where no SANS Specification exist.

No claims for extras for failure of the Contractor to comply with any of the regulations and standards listed above will be considered.

Where conflict appears to exist between any of the regulations and standards listed above and this specification, the Contractor shall inform the Principal Agent in writing immediately after receipt of official appointment.

3.4.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS

General

All installations, maintenance and repairs shall be executed by competent personnel. The contractor's staff will not be allowed on site in the absence of a competent person. The Contractor shall at all times use competent and trained staff. All mechanical, electrical and other specialised work shall be executed by, or under the direct supervision of a competent person. The competent person(s) must display their card at all times while on site.

The following maintenance specifications serve as a minimum guide that the successful tenderer must meet or exceed. Equipment maintenance must ultimately align with the manufacturer's specifications and account for the unique needs of each site's equipment. The successful tenderer shall be fully responsible for compliance with Regulation DMR 15 of the Occupational Health and Safety Act, Act No. 85 of 1993, as amended. Additionally, the Contractor is required to adhere fully to the regulations outlined in the Montreal and Kyoto Protocols for the safe handling of refrigerants, as well as the Pressure Equipment Regulations of 2009.

The installation shall be completed with the best workmanship expected for the Trade, to the satisfaction of the Principal Agent.

Should any material or workmanship not be to the satisfaction of the Principal Agent/ Principal Agent, it shall be rectified at the cost of the Contractor.

Only competent artisans shall be employed to complete the Installation.

3.4.3.1 TYPICAL MAINTENANCE/ SERVICE TO BE CARRIED OUT

A) Fresh Air and Extraction systems

The following typical maintenance tasks will be performed on fresh air and extraction systems; however, the manufacturer's service guidelines will take priority.:

1) Fan: Where applicable, check on the v-belts for wear and correct tension; check pulleys for wear and correct alignment; check bearings for noise, overheating and corrosion. Bearings must be well lubricated. Check condition of fan blades and clean where accessible. Check all fasteners. Check all fan guards.

2) Electric Fan motor: Check motor bearings for noise and overheating. Motor bearings must be lubricated when necessary. Motor cooling fan and its guard to be cleaned and securely fastened. Check terminal connection block for signs of overheating and tighten up terminals. Check amperage and voltage readings and record.

3) Air Filters: Where applicable, filter media, roller filter drive mechanisms and electrostatic filters must be inspected and cleaned. Check if air bypasses the filter then seal.

3.1) Washable pleated panel filters to be replaced

4) Air Dampers: Check for correct operation. Lubricate linkages. Check damper actuators and recalibrate when necessary.

5) Ducting: Check solid and flexible ducting for leaks then seal.

6) Controls: all controls and safety devices to be checked and recalibrated when necessary. Heaters to be checked for correct operation where applicable.

7) Check and clean fan and intake grilles.

8) Check for any corrosion then treat accordingly.

B) Split Units/Package Air Conditioning Units

The following typical maintenance tasks will be performed on Package/ Split air conditioning units; however, the manufacturer's service guidelines will take priority.:

1) Clean/ wash filters

2) Check controller settings and operation of each mode setting, cooling, heating, auto etc.

3) Clean drain pan and clear drain line and check that condensate drains away

4) Check operation of drain pump and clean where applicable

5) All coils to be chemically cleaned (non-toxic) and washed down so as to leave no chemical residue.

6) The product used for cleaning coils should have the following characteristics:

- Non-Corrosive
- Odourless
- Safe for operators to use.
- Leave a protective film on coils and fins to extend their life.
- Capable of eliminating slime and bacteria

7) Comb coil fins

8) Check drive belts and pulleys where applicable

9) Clean all panels

10) Check panels and insulation for damage

11) Check flexible and solid ducting for leaks then seal

12) Grease bearings where applicable

13) Check for any corrosion and treat accordingly

14) Check for condensate or refrigerant leaks

- 15) Check oil and refrigerant charge
- 16) Exercise all valves
- 17) Check operation of safety controls
- 18) Check compressor running amps and record
- 19) Check compressor voltage and record
- 20) Check for any loose connections, over heating or burning of electrical items
- 21) Tighten all terminals
- 22) Check overload settings
- 23) Check condenser and evaporator fan motor and blades.

Air-Conditioning Units Minor/Major Service checklist

Air-conditioning units			
Item	Description	Minor Service	Major Service
1	Check filters, clean when required.	X	X
2	Check cooling and heating operation.		X
3	Check heat pump reversing valves for correct operation.		X
4	Check fans and fan motor operation.		X
5	Check condensate drains for obstruction.	X	X
6	Test thermostat and controls operation.		X
7	Generally clean equipment externally.	X	X
8	Replace batteries of remote control.		X
9	Air pressure clean evaporator coil (where access allows)		X
10	Air pressure clean condenser coil if necessary		X
11	Clean condensate pans and drains.	X	X
12	All ferrous metal components to be examined including, corrosion removed treated and repainted with Tectyl or similar to prevent further corrosion (coastal applications only).	X	X
13	Put into operation and check all functions.	X	X
14	Check brackets for rust, remove any rust & paint with rust converter and anti-rust coatings. Check that brackets are properly fixed unto wall & outside unit unto brackets.	X	X

Package Air conditioning Units Minor/Major Service checklist

PACKAGE AIR CONDITIONING UNITS – AIR COOLED			
Item	Description	Minor Service	Major Service
1	Isolate and remove all inspection panels, and clean inside of units and rectify any damaged insulation.		X
2	Air filters - Check & report for action	X	X
3	Washable type to be removed, cleaned, dried, replaced & recorded	X	X
4	Disposable media type to be fitted with new media, if necessary & recorded.	X	X
5	Air filter frames to be checked for air by-pass and rectified, if necessary & noted.		X
6	Evaporator coils to be cleaned and washed.		X
7	Condenser coils to be cleaned and washed.		X
8	V-belts to be checked for correct tension and alignment and & report for action.	X	X
9	Axial flow fans to be checked for correct operation and undue noise & report for action.	X	X
10	Drive pulleys on fans and motors to be tightened if necessary.		X
11	Check bearings for vibrations and noise & & report for action.	X	X
12	Fresh air and return air damper settings and operation to be checked and adjusted, if necessary.		X
13	Switchboards and electrical control panels to be cleaned inside.		X
14	Check and tighten terminals and replace indicating light globes where necessary.		X
15	Circuit breakers and fuses to be checked and investigate reasons for any blown fuses or circuit		X
16	Rectify faults and replace blown fuses and faulty circuit breakers.		X
17	Starters, Contactors and Relays to be checked to ensure moving bridges slide freely and that all contact points are clean.		X
18	Investigate and rectify cause of excessive burning of contacts.		X
19	Time switch settings to be checked and reset to start and stop plant at correct time, if necessary.	X	X

20	Condensate drip pans to be cleaned, check water flow and remove any blockages from drain piping.	X	X
21	Flexible connections to be checked for air leaks & report for action.	X	X
22	Heater batteries to be tested and faulty elements to be replaced.		X
23	Control thermostats operation to be checked and recalibrate, if necessary.		X
24	Safety controls to be checked and operation of controls to be tested, i.e. air flow switch, air pressure switch, smoke detectors, heater safety stats.		X
25	Compressor oil level to be checked and topped up, if necessary.		X
26	Sight glasses to be checked for correct liquid charge and moisture in system & report for action.	X	X
27	Compressors unloading mechanism to be checked, if applicable		X
28	Compressor crankcase heater operation to be checked.	X	X
29	Refrigerant system suction, discharge and oil pressures to be checked and recorded while compressors are operating.		X
30	High and low pressures cut out and oil pressure switch operation and set points to be checked and reset if necessary (Refer manufacturer's manual for correct settings).		X
31	Inspection panels to be checked and all fastening devices secured.		X
32	Lubricate damper linkages, check operation and record damper operating parameters (where applicable).	X	X
33	All ferrous metal components to be examined, corrosion treated removed and repainted to prevent further corrosion.	X	X
34	Evaporator coils to be cleaned with high-pressure air.		X
35	Condenser coils to be cleaned with high-pressure air		X
36	Control and safety devices to be checked.		X
37	Operation of entire plant to be checked and recorded.		X

3.4.3.2 Anti-theft Cage for Air Conditioning Condenser Units

All condenser units shall be security protected by galvanized steel cages to the following specification:

1. The framework of the cage to be of 30x30x5 mm angle iron.
2. The cage surfaces to be of Expanded metal 320 G – raised (25x25x3.0x3.0 mm)
3. Solid and continuous expanded metal sections, no joins.
4. A hinged or sliding door to be fitted on one side for service access of condenser unit.
5. The hinged door shall be fitted with a minimum of two butterfly hinges and to be padlock lockable with a 75 mm disc lock. Lock to be supplied with at least 3 keys. Lock to be protected by a steel ring.
6. The sliding door shall be padlock lockable with a 75 mm disc lock. Lock to be supplied with at least 3 keys. Lock to be protected by steel ring.
7. Two clearly marked keys to be handed to the manager on site and one marked key to be handed to the air conditioning area operations office.
8. Cages shall be mounted to the wall with 10 x75 mm Security Coach Screws (of the snap-off head type) or M10 Rawlbolts.
9. The cage shall, subsequent to manufacture, be hot dip galvanised to: SABS/SANS 121:2000/ISO4042:1999

Hot Dip Galvanised Coating On Fabricated Iron and Steel Articles – Specifications and Test Methods.

The mean coating thickness shall be 70 microns and no further alterations to the structure shall be permitted after the hot dip galvanising process.

10. All fasteners shall be coated to:
SANS/SABS 4042:1999/ISO 1461:1999 Fasteners – Electroplated Coatings (commercial grade coatings).

3.4.3.3 QUALITY OF MATERIAL

Materials and equipment supplied for this Contract must be approved by the SABS or IEC. All materials provided by the Contractor must be of high quality, bearing recognized quality marks and logos where applicable.

Where necessary, the Contractor shall submit samples of materials and equipment to the Principal Agent for approval before installation.

If specified products are unavailable to match existing, the Contractor must propose suitable alternatives, which require the Principal Agents written approval. The Principal Agents decision on the acceptance of substitutes is final. If directed by the Principal Agent to install an "approved alternative" or an "equal and approved" material or equipment, the Contractor shall comply.

All materials and equipment must adhere to the requirements outlined in the following Specification.

The unit shall be provided with a minimum of the following: An ON/OFF facility with the ability to select:

- Full air conditioning.
- Fan operation only.
- A fan speed selector with a HIGH/LOW setting.
- The controls shall be clearly marked and easy to operate

Safety requirements on the air-conditioning units:

- Fan motor shall be non-overloading at any operating point on the performance curve.
- Both indoor and outdoor units shall be fully protected and shall fail safe.
- Minimum safety protection, caused by possible external abnormal conditions shall be provided for the following, and require manual or automatic reset after fault occurrence:

- i) High discharge pressure.
 - ii) Low Suction pressure/anti-freeze protection.
 - iii) Crankcase heater.
 - vi) Thermal overload protection for all motors.
 - vii) Current overload protection on compressor.
 - viii) Re-starting time delay for compressor.
 - ix) Auto re-start on power supply interruption
- Supplier/manufacturer of the unit shall submit service, maintenance, trouble shooting, installation and testing instructions in order to obtain acceptance approval.
 - All condensate drain piping shall be installed in accordance with the supplier/manufacturer's recommendations
 - Condensate drains shall be allowed for all condensing units, piped to the nearest full-bore.
 - All split units to be controlled via either wired (complete with wall cradle) or infrared controllers.
 - Pricing shall include a commissioning verification by the supplier/manufacturer if applicable.
 - Existing electrical supply to all air condition units be used. The electrical supplies shall terminate in suitable isolators.
 - Existing air-conditioning refrigerant gasses shall be disposed of as detailed by local authority / local bylaws.
 - Materials, equipment and expendable sundries shall be supplied and purchased new from manufacturers or stockists and no second hand, reconditioned or overhauled equipment shall be allowed.
 - Ensure all plant, equipment and materials are protected against damage or adverse weather conditions until practical completion. Any plant equipment or materials that have been subjected to damage, incorrect storage or incorrect installation will require to be replaced.
 - Materials shall be of a consistent manufacturer and standard. Each type of material item, or range of material items shall therefore be of a single manufacture.
 - Unless specifically stated, material items shall be of the same finish and/or quality and/or grade as the system within which they are installed.
 - All access facilities shall be located such that they are easily accessible, fit for their purpose and in compliance with health and safety regulations. Health and Safety of maintenance staff must be considered.
 - No equipment is to be installed in such a manner that it cannot be routinely and regularly maintained in a safe manner.

Access is required for:

- Regular maintenance, fabrication or adjustment.
- Replacement of parts
- Monitoring plant conditions
- Cleaning

- All welding shall be executed by competent qualified/certified welding operators fully experienced in the type and size of welding being carried out.
- Welders shall present a copy of their current welding certificate for examination by the Employer before any works are commenced.
- Pipework in exposed positions shall be protected from possible frost damage by means of thermal insulation of adequate thickness and suitable finish.
- Where thermal insulation is not practicable or insufficient to prevent freezing electrically heated tracing cables around the pipework shall be provided, in addition to thermal insulation, controlled by a clamp on type thermostat and wired to an adjacent electrical supply point.

Standards to adhere to:

- ASTM B280: Seamless Copper Tube.
- SANS 10147: Refrigerating System.
- SANS 1125: Room air-conditioners and heat pumps.
- SANS 1238: Air-conditioning ductwork.
- SANS 10173 Installation, testing and balancing of air-conditioning ductwork.
- SANS 3575: Galvanized sheet metal.
- SANS 1253: Fire doors and fire shutters
- SANS 193: Fire dampers.
- OHSACT: The Occupational Health and Safety Acts
- SABS 1583, SANS 1583: Refrigerant recycle equipment for the minimization of environmental pollution during the servicing and repair of automotive air-conditioning equipment 1993, 1

For the purpose of this Contract the following Standard Specifications shall apply:

Summary of SABS Safety Standards, Performance Standards and Codes of Practice relating to the air-conditioning and refrigeration industry.

- SANS 60335-2-24: Safety of household and similar electrical appliances – Part 2: Particular requirements for refrigerating appliances and ice makers
- SANS 60335-2-40: Safety of household and similar electrical appliances – Part 2: Particular requirements for electrical heat pumps, air conditioners and dehumidifiers.

Performance standards

- SANS 1125: Room air conditioners and heat pumps
- SANS 5151: Non-ducted air conditioners and heat pumps – Testing and rating for performance
- SANS 7371: Household refrigerating appliances – Refrigerators with or without low-temperature compartment – Characteristics and test methods.

Code of practice

- SANS 10147: Refrigerating systems including plants associated with air-conditioning systems.

Performance

- (SANS 1238) Air-conditioning ductwork
- (SANS 1287-1) Ventilation brattices and ducting Part 1: Flexible ducting
- (SANS 1287-2) Ventilation brattices and ducting Part 2: Brattices unsupported.
- (SANS 1424) Filters for use in air-conditioning and general ventilation.
- (SANS 10173) The installation, testing and balancing of air conditioning duct work.
- (SANS 1583) Refrigerant recycle equipment for the minimisation of environmental pollution during the servicing and repair of automotive air conditioning equipment.

Safety standards

- (SANS 60335-2-65) Safety of household and similar electrical appliances. Part 2-65: Particular requirements for air-cleaning appliances.
- (SANS 60335-2-80) Safety of household and similar electrical appliances. Part 2-80: Particular requirements for fans.
- (SANS 60335-2-98) Safety of household and similar electrical appliances. Part 2-98: Particular requirements for humidifiers.
- SABS 021, SANS 10021
- The waterproofing of buildings (including damp-proofing and vapour barrier installation) 2002, 3.01
- SABS 0103, SANS 10103
- The measurement and rating of environmental noise with respect to annoyance and to speech communication 1994, 4
- SABS 0106, SANS 10106
- Solar water heaters 1972, 2
- SABS 0122, SANS 10122
- Asbestos terms and definitions 1975, 1
- SABS 0132, SANS 10132
- The installation and operation of refrigerated milk tanks 1983, 2
- SABS 0139, SANS 10139
- Fire detection and alarm systems for buildings - System design, installation and servicing 2000, 2
- SABS 0140-3, SANS 10140-3
- Identification colour marking Part 3: Contents of pipelines 1992, 2
- SABS 0142-1, SANS 10142-1
- The wiring of premises Part 1: Low-voltage installations 2001, 1
- SABS 0143, SANS 10143
- Building drawing practice 1980, 1
- SABS 0147, SANS 10147

- Refrigerating systems including plants associated with air-conditioning systems 2002, 4
- SABS 0156, SANS 10156
- The handling of chilled and frozen foods 1979, 1
- SABS 0173, SANS 10173
- The installation, testing, and balancing of air-conditioning duct work 1980, 1
- SABS 0191, SANS 10191
- Acoustics - Determination of sound power levels of noise sources - Guidelines for the use of basic standards for the reparation of noise test codes 1984, 1
- SABS 0196, SANS 10196
- Acoustics - Determination of sound power levels of noise sources - Precision methods for anechoic and semi-anechoic rooms 1984, 1
- SABS 0250-1, SANS 10250-1
- The minimization of environmental pollution during the servicing and repair of automotive air-conditioning equipment Part 1: Establishment of procedures for the servicing and repair of road vehicles' comfort-cooling air-conditioning equipment 1993, 1
- SABS 0250-2, SANS 10250-2
- The minimization of environmental pollution during the servicing and repair of automotive air-conditioning equipment Part 2: Servicing and repairs using refrigerant recycle equipment 1993, 1
- SABS 0254, SANS 10254
- The installation, maintenance, replacement and repair of fixed electric storage water heating systems 2000, 2
- SABS 158, SANS 158
- Electrical appliances for heating liquids 2000, 4.03
- SABS 181, SANS 181
- Thermostats for electric storage water heaters 1974, 2
- SABS 185, SANS 185
- Immersion-type heating units for electric appliances 1994, 3
- SABS 186, SANS 186
- Energy regulators for electric heating units 1998, 3
- SABS 193, SANS 193
- Fire dampers 2000, 2
- SABS 460, SANS 460
- Copper tubes for domestic plumbing services 1985, 3
- SABS 585, SANS 585

- The production of frozen fish, frozen marine molluscs and frozen products derived there from 1996, 3
- SABS 988, SANS 988
- Braided reinforced rubber hose for air and water 1971, 1
- SABS 1238, SANS 1238
- Air-conditioning ductwork 1979, 1
- SABS 1287-1, SANS 1287-1
- Ventilation brattices and ducting Part 1: Flexible ducting 1980, 1
- SABS 1287-2, SANS 1287-2
- Ventilation brattices and ducting Part 2: Brattices, unsupported 1981, 1
- SABS 1307, SANS 1307
- Domestic solar water heaters 1992, 2
- SABS 1381-1, SANS 1381-1
- Materials for thermal insulation of buildings Part 1: Mineral fibre thermal insulation mats 1993, 2.01
- SABS 1381-2, SANS 1381-2
- Materials for thermal insulation of buildings Part 2: Loose fill thermal insulation material 1989, 1
- SABS 1381-4, SANS 1381-4
- Materials for thermal insulation of buildings Part 4: Reflective foil laminates (rolls, sheets and sections) 1985, 1
- SABS 1381-6, SANS 1381-6
- Materials for thermal insulation of buildings Part 6: Cellulose loose fill thermal insulation material 1994, 1
- SABS 1383, SANS 1383
- Rigid urethane and isocyanurate foams for use in thermal insulation 1983, 1
- SABS 1403, SANS 1403
- Wood-burning stoves, water heaters and space heaters (reduced smoke emission type) 1986, 1
- SABS 1424, SANS 1424
- Filters for use in air-conditioning and general ventilation 1987, 1
- SABS 1445-2, SANS 1445-2
- Thermal insulation materials for industrial applications Part 2: Metal-mesh-faced mineral fibre mattresses 1990, 1

- SABS 1445-3, SANS 1445-3
- Thermal insulation materials for industrial applications Part 3: Bonded preformed mineral fibre pipe sections 1990, 1
- SABS 1470-1, SANS 1470-1
- Sound power labelling Part 1: Compressors 1988, 1
- SABS 1470-2, SANS 1470-2
- Sound power labelling Part 2: Welding generators 1988, 1
- SABS 1470-3, SANS 1470-3
- Sound power labelling Part 3: Rotating electrical machinery 1997, 1.01
- SABS 1470-4, SANS 1470-4
- Sound power labelling Part 4: Pneumatic equipment 1990, 1
- SABS 1498, SANS 1498
- Algaecides for use in industrial cooling water 1989, 1
- SABS 1508, SANS 1508
- Expanded polystyrene thermal insulation boards 1990, 1
- SABS 1532, SANS 1532
- Vent valves for drainage installations 1991, 1
- SABS 1551-1, SANS 1551-1
- Check valves (flanged and wafer types) Part 1: PN series 2000, 1.01
- SABS 1551-2, SANS 1551-2
- Check valves (flanged and wafer types) Part 2: Class series 2000, 1.01
- SABS 1583, SANS 1583
- Refrigerant recycle equipment for the minimization of environmental pollution during the servicing and repair of automotive air-conditioning equipment 1993, 1
- SABS 1849, SANS 1849
- Butterfly valves for general purposes 2001, 1
- SABS IEC 60335-2-24, SANS 60335-2-24, IEC 60335-2-24
- Safety of household and similar electrical appliances Part 2-24: Particular requirements for refrigerating appliances, ice-cream appliances and icemakers 2000, 3
- SABS IEC 60335-2-30, SANS 60335-2-30, IEC 60335-2-30
- Safety of household and similar electrical appliances Part 2-30: Particular requirements for room heaters 1996, 2
- SABS IEC 60335-2-35, SANS 60335-2-35, IEC 60335-2-35

- Safety of household and similar electrical appliances Part 2-35: Particular requirements for instantaneous water heaters 1997, 2
- SABS IEC 60335-2-40, SANS 60335-2-40, IEC 60335-2-40
- Safety of household and similar electrical appliances Part 2-40: Particular requirements for electrical heat pumps, air-conditioners and dehumidifiers 1995, 2
- SABS IEC 60335-2-41, SANS 60335-2-41, IEC 60335-2-41
- Safety of household and similar electrical appliances Part 2-41: Particular requirements for pumps 1996 2 Safety of household and similar electrical appliances Part 2-51: Particular requirements for stationary circulation pumps for heating and service water installations 1997, 2
- SABS IEC 60335-2-61, SANS 60335-2-61, IEC 60335-2-61
- Safety of household and similar electrical appliances Part 2-61: Particular requirements for thermal storage room heaters 1992, 1
- SABS IEC 60335-2-65, SANS 60335-2-65, IEC 60335-2-65
- Safety of household and similar electrical appliances Part 2-65: Particular requirements for air-cleaning appliances 1993, 1
- SABS IEC 60335-2-73, SANS 60335-2-73, IEC 60335-2-73
- Safety of household and similar electrical appliances Part 2-73: Particular requirements for fixed immersion heaters 1994, 1
- SABS IEC 60335-2-74, SANS 60335-2-74, IEC 60335-2-74
- Safety of household and similar electrical appliances Part 2-74: Particular requirements for portable immersion heaters 1994, 1
- SABS IEC 60335-2-88, SANS 60335-2-88, IEC 60335-2-88
- Safety of household and similar electrical appliances Part 2: Particular requirements for humidifiers intended for use with heating, ventilation, or air conditioning systems 1997, 1
- SABS IEC 60335-2-98, SANS 60335-2-98, IEC 60335-2-98
- Safety of household and similar electrical appliances Part 2-98: Particular requirements for humidifiers
- 1997, 1
- SABS IEC 60598-2-19, SANS 60598-2-19, IEC 60598-2-19
- 1981, 1
- SABS IEC 60730-2-9, SANS 60730-2-9, IEC 60730-2-9
- Automatic electrical controls for household and similar use Part 2-9: Particular requirements for temperature sensing controls 2000, 1
- SABS IEC 60730-2-11, SANS 60730-2-11, IEC 60730-2-11
- Automatic electrical controls for household and similar use Part 2-11: Particular requirements for energy regulators 1997, 1.02
- SABS ISO 140-1, SANS 140-1, ISO 140-1
- Acoustics - Measurement of sound insulation in buildings and of building elements Part 1: Requirements for laboratory test facilities with suppressed flanking transmission1 997, 1

- SABS ISO 140-2, SANS 140-2, ISO 140-2
- Acoustics - Measurement of sound insulation in buildings and of building elements Part 2: Determination, verification and application of precision data 1991, 1
- SABS ISO 140-3, SANS 140-3, ISO 140-3
- Acoustics - Measurement of sound insulation in buildings and of building elements Part 3: Laboratory measurements of airborne sound insulation of building elements 1995, 1
- SABS ISO 140-4, SANS 140-4, ISO 140-4
- Acoustics - Measurement of sound insulation in buildings and of building elements Part 4: Field measurements of airborne sound insulation between rooms 1998, 1
- SABS ISO 140-5, SANS 140-5, ISO 140-5
- Acoustics - Measurement of sound insulation in buildings and of building elements Part 5: Field measurements of airborne sound insulation of facade elements and facades 1998, 1
- SABS ISO 140-7, SANS 140-7, ISO 140-7
- Acoustics - Measurement of sound insulation in buildings and of building elements Part 7: Field measurements of impact sound insulation of floors 1998, 1
- SABS ISO 140-8, SANS 140-8, ISO 140-8
- Acoustics - Measurement of sound insulation in buildings and of building elements Part 8: Laboratory measurements of the reduction of transmitted impact noise by floor coverings on a heavyweight standard floor 1997, 1
- SABS ISO 554, SANS 554, ISO 554
- Standard atmospheres for conditioning and/or testing – Specifications 1976, 1
- SABS ISO 717-1, SANS 717-1, ISO 717-1
- Acoustics - Rating of sound insulation in buildings and building elements Part 1: Airborne sound insulation 1996, 1
- SABS ISO 717-2, SANS 717-2, ISO 717-2
- Acoustics - Rating of sound insulation in buildings and building elements Part 2: Impact sound insulation 1996, 1
- SABS ISO 7371, SANS 7371, ISO 7371
- Household refrigerating appliances - Refrigerators with or without low-temperature compartment - Characteristics and test methods 1995,
- SABS ISO 8187, SANS 8187, ISO 8187
- Household refrigerating appliances - Refrigerator-freezers - Characteristics and test methods 1991, 1
- SABS ISO 8297, SANS 8297, ISO 8297
- Acoustics - Determination of sound power levels of multi-source industrial plants for evaluation of sound pressure levels in the environment - Engineering method 1994, 1
- SABS ISO 8561, SANS 8561, ISO 8561

- Household frost-free refrigerating appliances - Refrigerators, refrigerator-freezers, frozen food storage cabinets and food freezers cooled by internal forced air circulation - Characteristics and test methods
- 1995, 1
- SABS ISO 14644-1, SANS 14644-1, ISO 14644-1
- Clean rooms and associated controlled environments Part 1: Classification of air cleanliness 1999, 1
- It shall be the responsibility of the Contractor to obtain, at his own expense, the most recent copies of the relevant editions of the documents referred to above.
- The Contractor shall keep copies of the above Standard Specifications, copies which are available from the South African Bureau of Standards.

3.4.3.4 SAFE DISPOSAL, RECYCLING OF REFRIGERANT

Remove and dispose of the air-conditioning units per item as per the "Regulations regarding the phasing-out and management of ozone-depleting substances" Government Gazette No. 37621, 8th May 2014 for all items listed. Decommissioning of existing units containing hydro-chlorofluorocarbons (HCFC-22) in accordance with legislation. Recovery of all gas and proper disposal or recovery thereof (including; all labour, safe transportation, appropriately permitted recycling and or recovery and certification).

3.4.3.5 REPORTING REQUIREMENTS

The Contractor shall provide a permanent record of all work accomplished in a clear, readable and understandable manner in electronic format. Electronic records shall be presented in Microsoft Word or Microsoft Excel format as appropriate, or failing this, in a format to be agreed between the City and the Contractor. At the completion of the project the Contractor will provide the City of Cape Town with a Certificate of Compliance (if applicable) which confirms that all electrical work was executed to appropriate standards.

3.4.3.6 EQUIPMENT WARRANTIES

All the installed HVAC units shall be accompanied with their respective manufacturer's warranties.

3.4.3.7 COMPETENT PERSONNEL

The successful Tenderer must employ a sufficient number of competent staff to complete the works in adherence with the programme with access to their own tools and transport to perform the works. All tools supplied to the service teams must be of high quality.

3.4.3.7.1 Qualified refrigeration/air-conditioning technicians:

All installations, repairs and maintenance must be carried out by qualified competent personnel, using the most efficient and effective methods. Contractor staff will only be permitted on site when accompanied by a qualified competent person. The Contractor is also responsible for supplying all tools and equipment needed for repairs and maintenance, which will remain their property when the contract concludes.

The Contractor must check in with the Employers site representative before commencing any work. At all times, the Contractor and their employees are required to have the following identification:

- a) Clothing that permanently displays the contracting company's name
- b) A company tag with persons name and position

Non-compliance with these identification requirements may result in the Contractor being denied site access, with any related costs borne solely by the Contractor.

3.4.3.7.2 Trade tested Electrician

The Electrician shall have passed a recognised trade test as an electrician

All mechanical, electrical, and other specialized tasks must be performed by, or under the direct supervision of a competent person.

The Employer reserves the right to request proof of qualifications for the 'competent persons'. If requested, the Contractor must provide the relevant qualification certificates and/or documentation.

3.4.3.8 DEFINITION OF FUNCTIONS

3.4.3.8.1 Replacement of defective parts and restoration of the systems

This involves a thorough inspection by the Contractor of the relevant HVAC systems, identifying any defective or substandard components or systems, and restoring them to meet the relevant standards and additional Specification applicable at the time of the original installation, including any subsequent additions or modifications.

3.4.3.8.2 Replacement of systems

If the appointed Contractor can demonstrate to the Employers satisfaction that spare parts are unavailable to restore the system to its original condition, or that an upgrade would be more cost-effective, the Contractor may replace the system or components. This replacement is permitted only if the new system is approved in writing by the Employer and complies with the applicable Standard Specifications.

3.4.3.9 PROGRAM

3.4.3.9.1 Meetings

The contractor or his fully authorized representative shall attend all meetings arranged by the Principal Agent. Meetings will be held in two formats, Technical and Progress meetings. Meetings will take place such interval as determined by the Principal Agent.

The two types of meetings will Alternative but the timing of the Progress meeting shall coincide with claims to be submitted.

The Contractor shall make provision in his pricing to attend these meetings.

The Contractor shall approve the minutes of the previous meeting at the next meeting.

The Contractor shall submit a program of the work at the first site meeting.

The up to date program shall be available at every site meeting.

The Contractor shall co-ordinate the delivery dates for all items of equipment supplied by him to allow adequate time for installation, testing and commissioning to comply with the submitted program.

The contractor shall submit, on request, documentary proof of the placing of such orders for equipment having a protracted delivery period. No substitution of specified items shall be allowed due to the placing of late orders.

The Contractor shall submit shop drawings timeously to the Principal Agent for his approval.

3.4.4 WAYLEAVES, PERMISSIONS AND PERMITS

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Principal Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

3.4.5 LOCAL PRODUCTION AND CONTENT

The Contractor will be required to comply with all requirements as stated in this document.

3.4.6 EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the contractor on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the Principal Agent upon request.

3.4.7 UNIVERSAL ACCESS

In pursuit of becoming a fully accessible city, the City of Cape Town expects all Consultants and Service Providers to design and construct to SANS Standards for accessible Design, and any relevant City of Cape Town documents as may be relevant, and to exhibit a commitment to employing Universal Design Principles in their design, construction, service and product delivery of construction projects. This applies to all projects whether new, temporary, upgrades or rehabilitation works.

The contractor will engage with project representatives and the CCT's Universal Accessibility Department on how Universal Design Principles will enhance accessibility, within this project, that meets a variety of needs and creates a city that is accessible to everyone.

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C3.5 Management

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- 3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME
- 3.5.6. HEALTH AND SAFETY

3.5.1 FORMS FOR CONTRACT ADMINISTRATION

The Contractor shall complete, sign and submit with each monthly statement for payment in respect of each Works Project contract, the following updated returns (the format of which are attached in C3.6 Annexes):

- a) Monthly Project Labour Report (Annex 1)
- b) B-BBEE Sub-Contract Expenditure Report (Annex 2)
- c) Joint Venture Expenditure Report (Annex 3)
- d) Targeted Labour Contract Participation Expenditure Report (Annex 4)
- e) Targeted Enterprises Contract Participation Expenditure Report (Annex 5)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Contractor shall simultaneously furnish the Principal Agent with copies of the signed employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the Principal Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein and copies of all submitted documents must be kept on site be made available to the Principal Agent upon request.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

The Targeted Labour Contract Participation Expenditure Report is required for monitoring the contractor's compliance for achieving the specified minimum targeted labour contract participation goal (CPG_L) and, if applicable, for calculating any penalty in terms thereof.

The Targeted Enterprises Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted enterprises contract participation goal (CPG_E) and, if applicable, for calculating any penalty in terms thereof.

The Expenditure Reports shall be verified by the Principal Agent/Principal Agent's Representative.

In respect of Annexes 2 and 3, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** in Part

T2.2 Returnable Schedules. In the case of joint ventures (Annex 3), the contractor shall prove his compliance with item 6) in Section 2 of the **Preference Schedule** by providing a consolidated scorecard at his own cost on instruction from the Principal Agent.

3.5.2 PARTICIPATION OF TARGETED LABOUR

3.5.2.1 Minimum targeted labour contract participation goal

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at alleviating poverty through the creation of temporary employment opportunities using labour intensive methodologies and practices where possible, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this term tender contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled temporary employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of each Works Project contract, failing which, penalties as described will be applied. The Contractor is required to provide all skills training where necessary, so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of training shall be included in the rates for the various work activities.

The specified minimum targeted labour contract participation goal (CPGL) is:

Works Project value range:	CPGL
From R0 up to R500 000	0%
From R500 001 up to R1 000 000	0%
From R1 000 001 up to R3 000 000	5%

The minimum CPGL is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Principal Agent to do so, submit details of his/her plan to achieve the minimum CPGL in the Works Project. If, due to the selection of items and quantities in any individual Works Project, it is not possible for the Contractor to achieve the specified minimum CPGL on that particular Works Project, then the Principal Agent, at his/her sole discretion, may reduce such minimum CPGL upon motivation by the Contractor.

3.5.2.2 Definitions

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

“Target area” means the geographical area described in the Works Project contract document.

“Targeted labour contract participation goal (CPGL)” means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

“Targeted labour” means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

“Threshold value” is R350.00 per day as adjusted from time to time (excluding any benefits). The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, 75 of 1977.

“Value of the contract” means the **Works Project** contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

3.5.2.3 The selection and recruitment of targeted labour

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates

from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Principal Agent.

3.5.2.4 Contract participation goal credits

Credits towards the achieving the minimum CPG_L shall be granted by converting the total monetary value of wages paid to targeted labour (including that of sub-contractors) to a percentage of the value of the contract. No credits shall be accorded should the contractor/sub-contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Monthly Project Labour Report which is required to be furnished by the Contractor.

3.5.2.5 Training of targeted labour

The Contractor is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

3.5.2.6 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_L^S - \text{CPG}_L^A) \times P^*$$

Where CPG_L^S = the specified minimum targeted labour contract participation goal (expressed as a percentage).

CPG_L^A = the targeted labour contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

3.5.3 COMMUNITY LIAISON OFFICER

Certain Works Projects may require a Community Liaison Officer (CLO) to be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.

The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Sub-council Manager through a process of advertising and shortlisting. Should suitable candidates not be identified through this process, the Contractor shall be allowed to seek candidates from the relevant Sub-Council Job-Seekers Database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the Contractor.

The period of appointment of the CLO shall be as stated in the Contract for Temporary Employment as a Community Liaison Officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Principal Agent.

If it is required, therefore, that the Contractor enter into a contract of temporary employment with the selected CLO, the contracting parties will be the Contractor and the CLO. To this end, a specimen Form of Contract of Temporary Employment as Community Liaison Officer is included in this document (Part C1.9 Community Liaison Officer). This Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO. The rate of remuneration for the CLO, payable by the Contractor, is currently **R460** per day. As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and items will be provided in the Bills of Quantities in the Works Project contract document therefor.

3.5.4. PARTICIPATION OF TARGETED ENTERPRISES

3.5.4.1 Minimum targeted enterprises contract participation goal

It is a requirement of this contract that enterprises located within the target area, as defined, be engaged by the Contractor for the provision of supplies, services or works necessary for the performance of this contract.

To this end, a minimum targeted enterprises contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum targeted enterprises contract participation goal (CPG_E) is:

Works Project value range:	CPGE
From R0 up to R500 000	0%
From R500 001 up to R1 000 000	0%
From R1 000 001 up to R3 000 000	2%

The Contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract, is sufficient to achieve the specified minimum CPG_E.

3.5.4.2 Definitions

For the purposes of the requirements in respect of the participation of targeted enterprises, the following definitions shall apply:

“Target area” means the geographical area described in the Works Project contract document.

“Targeted enterprises contract participation goal (CPG_E)” means the value of supplies, services or works (exclusive of VAT), for which the Contractor contracts targeted enterprises, either directly or indirectly, in the performance of the contract, expressed as a percentage of the value of the contract.

“Targeted enterprises” means any sole trader, partnership or legal entity that acts as a supplier, manufacturer, service provider or sub-contractor, and which has its base of operations in the target area.

“Value of the contract” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

3.5.4.3 Achieving the contract participation goal

The contractor may achieve the specified minimum CPG_E as follows:

- by engaging one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- by engaging non-targeted enterprises, who in turn engage one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- by a combination of the above.

The Contractor shall, within 5 working days of being requested by the Principal Agent to do so, submit details of his/her plan to achieve the minimum CPG_E.

3.5.4.4 Contract participation goal credits

Credits towards achieving the minimum CPG_E shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor's sub-contractors, and targeted enterprises, to a percentage of the value of the contract.

No credits shall be accorded should the Contractor (or sub-contractors):

- make direct payment to third parties in connection with the contract on behalf of targeted enterprises, when such payment is recovered by making deductions from payments due to the targeted enterprise;
- fail to enter into written contractual agreements with the relevant targeted enterprises.

Credits claimed towards the contract participation goal shall be denied where such written contractual agreements contain any of the following:

- c) conditions which are more onerous than those that exist in the prime contract (this contract);
- d) payment procedures based on a pay when paid system;
- e) authoritarian rights given to the employing contractor, with no recourse to independent adjudication in the event of a dispute arising.

No credits may be claimed in respect of targeted enterprises that do not adhere to statutory labour practices.

No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.

In the event that a targeted enterprise sub-contracts to another targeted enterprise, only the value of the higher level sub-contract shall be granted as credit towards achieving the specified minimum CPG_E.

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Principal Agent, upon written request, with documentary evidence that the targeted enterprises have their base of operations in the target area, copies of the contractual agreements with the various targeted enterprises, as well as documentary proof of payments made to the various targeted enterprises.

3.5.4.5 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted enterprises contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_E^S - \text{CPG}_E^A) \times P^*$$

Where CPG_E^S = the specified minimum targeted enterprises contract participation goal (expressed as a percentage).

CPG_E^A = the targeted enterprises contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

3.5.5 ENVIRONMENTAL MANAGEMENT PROGRAMME

Particular Specification E: Environmental Management Specification and its Annexures are attached hereto.

3.5.6 HEALTH AND SAFETY

Particular Specification H: Health and Safety Specification is attached hereto.

E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

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TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

CONSTRUCTION PHASE ENVIRONMENTAL MANAGEMENT PLAN

PROJECT SPECIFICATION – 06/2009: ENVIRONMENTAL MANAGEMENT

ENVIRONMENTAL MANAGEMENT (SPEC EM)

1 SCOPE

The general principles contained within the SPEC EMA (Specification EMA: Environmental Management (Basic)) shall apply to all construction activities. All construction activities shall observe any relevant environmental legislation and in so doing shall be undertaken in such a manner as to minimise impacts on the natural and social environment. The objective is to ensure that all works are conducted in a manner that minimizes environmental impact, complies with all relevant legislation, and follows best practices in environmental management.

2 INTERPRETATIONS

2.1 *Application*

This Specification contains clauses specifically applicable and related to the environmental requirements for the supply, installation and repairs and maintenance of existing heating, ventilation and air conditioning systems at various municipal facilities within the city of Cape Town.

Where any discrepancy or difference occurs between this Specification and SPEC EMA, the provision of this Specification shall prevail.

2.2 *Definitions*

For the purposes of this Specification the following definitions shall apply:

Principal Agent: refers to the 'Employer's Agent' as defined by the City of Cape Town.

Method statements: definition provided by the Basic EMP. The Environmental Control Officer (ECO) will be required to assess method statements for potential negative impacts on the environment. In addition, the term "Method Statement" has, for ease of identification, been underlined in the Project Specifications where submissions to the Principal Agent are required by the contractor.

Site: means any area within the boundaries of that is demarcated as a working area.

Working area: means any area within the boundaries of the Site where construction is taking place.

3 MATERIALS

3.1 *Materials handling, use and storage*

Materials shall be covered in the event of rain to prevent contaminated run-off from polluting the natural environment. All storage facilities must have fire prevention equipment to prevent a fire from spreading to other facilities and the environment.

The Principal Agent shall be advised of the areas that the Contractor intends to use for the stockpiling of both natural and manufactured materials. No stockpiling shall occur outside of the working area and without the Principal Agent's prior approval of the proposed stockpiling areas. Imported material shall be free of litter and contaminants. The Contractor shall ensure that material is not stockpiled on the sidewalk.

Refrigerants must be handled and stored according to legal guidelines (e.g., SANS 10147 for refrigerant handling).

HVAC components and materials (ducting, insulation, filters) must be stored in a way that prevents contamination.

Hazardous materials (e.g., old refrigerants, insulation with asbestos) must be disposed of per local regulations.

Fire prevention equipment must be in place where refrigerants and electrical components are stored.

4 PLANT

4.1 Eating areas

Restricted areas shall be designated for eating purposes on the site. Sufficient refuse bins with lids must be supplied at all eating areas. These bins shall be cleaned at least once on a daily basis. Furthermore, no person will be allowed to feed or leave food for wild animals, including birds.

4.2 Ablution facilities

A sufficient number of chemical toilets shall be provided by the Contractor in the construction camp area and at appropriate locations approved by the Principal Agent. Temporary/ portable toilets shall not be located on the M14. The ratio of ablution facilities for workers should not be less than that required by the Construction Regulations of 2014 of the Occupational Health and Safety Act. All temporary/ portable toilets shall be secured to the ground to prevent them from toppling due to wind or any other cause. Chemical toilets on site shall be serviced at least once a week.

4.3 Solid waste management

The Contractor shall set up a solid waste control and removal system and a Method Statement is required in this regard. Waste management on site should incorporate reduction, recycling, re-use and disposal of waste where appropriate. Waste and litter shall be disposed of into scavenger- and weatherproof bins. The Contractor shall remove refuse collected from the working areas from Site at least once per week. The Contractor shall make provision for workers to clean up working areas at least once a day.

Used filters, insulation materials, and decommissioned HVAC units must be collected, segregated, and properly disposed of or recycled.

Old refrigerants must be recovered and disposed of according to environmental regulations.

Regular site clean-ups must ensure that no waste accumulates unnecessarily.

All builders' rubble and demolition waste generated during the construction phase shall be removed from site upon completion of construction activities to a licensed landfill site at the developers' own cost.

4.4 Contaminated water

The Contractor shall prevent the discharge of any pollutants, such as cement, concrete, lime, chemicals, fuel, contaminated water from kitchens and wastewater into any water source, including the artificial wetland area and groundwater.

4.5 Noise

Noise will be generated by construction activities such as vehicular movement, hammering and drilling. The Contractor shall take all reasonable measures to minimise noise disturbance as a result of construction activities to the satisfaction of the Principal Agent. These measures must comply with municipal regulations and shall be limited to daylight hours. This would include the fitting of requisite silencers and directional settings of equipment as well as a noise monitoring programme.

HVAC installation and repair work should be scheduled to minimize noise disturbance, especially in noise-sensitive areas.

4.6 Stockpiling

The Contractor shall take into consideration prevailing wind directions when deciding on the location and treatment of material stockpiles.

4.7 *Dust*

The Contractor shall take all reasonable measures to minimise the generation of dust as a result of construction activities to the satisfaction of the Principal Agent. Removal of vegetation shall be avoided until such time as soil stripping is required and similarly exposed surfaces shall be re-vegetated or stabilised as soon as is practically possible. Appropriate dust suppression measures shall be used when dust suppression is unavoidable, e.g. covering of material loads during transportation and dampening with water, particularly during prolonged periods of dry, windy weather in summer.

4.8 *Fuel (petrol and diesel) and oil*

All safety and fire prevention precautions must be complied with as indicated in the SABS fuel storage standards (SABS 10131) at all fuel storage facilities.

4.9 *Equipment maintenance and storage*

No machine/vehicle will be allowed to run if it is not in use and must be switched off. In addition, a Method Statement shall be submitted and must be approved by the Principal Agent regarding waiting and/or storage areas for vehicles and/or machines.

5 CONSTRUCTION

5.1 *Method Statements*

i.

The following Method Statements shall be provided by the Contractor 14 days after receipt of the Letter of Acceptance:

- **Layout and preparation of the Contractor's construction camp in the form of plan indicating offices, stores for fuels, vehicle parking, access points, delivery dock/ embayment; equipment cleaning areas and staff toilet placement.**
- **Logistics for the environmental awareness course for the Contractor and all the Contractor's employees.**
- **Method of spoil management, dust and noise controls.**
- **The Method Statement shall include the following, but not be limited to:**
 - a. The location of all emergency equipment.
 - b. The individual(s) responsible for the upkeep and maintenance of the emergency equipment.
 - c. An indication of how regularly the emergency equipment will be checked to ensure that it is working properly.
 - d. Where and how any spill material will be disposed of.
 - e. Who shall be notified in the event of an emergency, including contact numbers for the relevant local authority?
 - f. The size of spills which the emergency procedures are able to contain.
 - g. Safe handling and installation of HVAC units.
 - h. Refrigerant recovery and leak prevention procedures.
 - i. Disposal of old units and hazardous waste.
 - j. Management of indoor air quality during maintenance works.
 - k. Emergency procedures in case of refrigerant leaks or fires.
- **Liquid waste (lubricants): Control and removal of liquid waste from the Site, including the number, type and location of drip trays and/or sheets and liquid waste containers, the manner and frequency with which the liquid waste will be removed from site and the disposal site.**
- **Traffic safety: Location and nature of proposed traffic safety measures.**

- Cement/concrete batching: Location, layout and preparation of cement/concrete batching facilities including the methods employed for the mixing of concrete and the management of runoff water for such areas. An indication shall be given of how concrete spoil will be minimised and cleared.
- Maximum number of delivery vehicles (e.g. concrete supply vehicles) that will be allowed on, at or in close proximity to the site at any time.
- Fuels and fuel spills: Methods of refuelling vehicles and details of methods for fuel spills and clean-up operations.
- Sedimentation and Erosion Control: Sedimentation and erosion control of bulk earthworks and the prevention of sedimentation.
- Stormwater management: Provisions to manage stormwater during the construction phase, especially during phases involving bulk earthworks.
- Vegetation clearing and rehabilitation: The areas to be cleared of vegetation to be defined and method/s used to remove material described, including rehabilitation/ revegetation measures to be implemented.

5.2 Site division and site demarcation

The Principal Agent shall be advised of the area the Contractor intends using for the Construction Camp. The Contractor shall inform the Principal Agent of the intended actions and programme for site establishment. The site layout shall be planned to facilitate ready access for deliveries, facilitate future works and to curtail any disturbance or security implications for public using the area. The site camp should be fenced in an appropriate manner determined by the Principal Agent.

The working area shall be limited to that which is necessary to undertake the works.

5.3 Land use

All surrounding landowners shall be notified and consulted timeously regarding activity programmes.

5.4 Environmental awareness training

All the Contractor's employees and Sub-Contractor's employees and any suppliers' employees that spend more than 1 day a week or four days per month on site, must attend an Environmental Awareness Training course presented by the ECO on behalf of the Contractor, the first of which shall be held within one week of the Commencement Date. Subsequent courses shall be held as and when required.

No more than 20 people shall attend each course and the cost, venue and logistics for this/ these course/s shall be the Contractor's responsibility. Furthermore, a register of all personnel that attends the Environmental Awareness training course must be supplied to the ECO.

The Contractor shall submit a Method Statement detailing the logistics of the environmental awareness training course.

5.5 Construction personnel information posters

A3 size construction personnel information posters must be laminated and erected in such a manner that it is easily identifiable and located. The posters shall contain environmental information based on the training course as well as the contact details of the ECO.

5.6 Site clearance

N/A

The Contractor shall ensure that the clearance of vegetation is restricted to that required to facilitate the execution of the works. Site clearance shall occur in a planned manner, and cleared areas shall be stabilised as soon as possible. The detail of vegetation clearing shall be subject to the Principal Agent's approval. All cleared vegetation shall either be mulched

and mixed into the topsoil stockpiles or disposed of at an approved disposal site. The disposal of vegetation by burying or burning is prohibited

The Contractor shall strip the top material, which includes the top 150 mm of soil and root material of cleared vegetation, within the Working Areas, and this shall be stockpiled separately from subsoil for subsequent use during rehabilitation and revegetation. Top material stockpiles shall not be compacted.

Should fauna be encountered during site clearance, earthworks shall cease until fauna have been safely relocated.

5.7 Access routes / haul roads

Access to the Construction camp shall utilise existing roads. Trucks may not be overloaded and all roads used for access during construction activities must be left in an acceptable condition on completion of the project. Any damage during construction should be re-instated by the Contractor.

In order to minimise the impact on traffic flow, roads must be used on a limited basis by heavy construction vehicles during peak traffic periods, i.e. 07:00 – 08:30 and 16:30 – 18:30 with reduced operation time over weekends. A Method Statement shall be submitted with regard to traffic flow management.

Dust control measures such as dampening with water shall be implemented where necessary, as indicated by the Principal Agent.

5.8 Emergency procedures

Emergency measures must be in place in the event that a pipe burst or leak does occur. A Method Statement shall be submitted with regard to water related safety measures.

Should significant pollution of the subsoil and surrounding environment be discovered when infrastructure is inspected, the Department of Water and Environmental Affairs (DWEA) (formerly known as the Department of Water Affairs and Forestry) and the Department of Environmental Affairs and Development Planning must be notified and a strategy to remediate the site must be developed and implemented as a matter of urgency.

5.9 Community relations

The Contractor shall erect information boards containing background information for the construction activity and listing the relevant contact details for complaint. *{The number and location of information boards must be determined when drawing up the tender document}*. In addition, all reasonable measures must be implemented by the Contractor to ensure the safety of people in the surrounding area. If as a result of an emergency situation, the public must be notified. This could be by announcements on the radio and in the press.

Information boards erected on or around the site shall comply with the applicable Local Authority By-Law for the control of outdoor advertising or in the absence of local legislative controls must comply with the South African Manual for Outdoor Advertising Control (SAMOAC).

5.10 Protection of fauna and flora

The Nature and Environmental Conservation Ordinance, 1974 (Ord. 19 of 1974) protects all indigenous plants and wild animals (including reptiles, invertebrates and fish). No person shall be allowed to collect plant material, hunt or trap animals. Offenders can be fined up to R10 000,00 or imprisoned for a period not exceeding two years.

Prior to construction, the site must be surveyed by a botanist to identify indigenous vegetation that must be relocated to an appropriate site or that can be used by the landscape architect. Sensitive species (if any) shall be moved to a suitable nursery and replanted on completion of construction.

The Contractor shall ensure that all imported sand used for bedding material is free of alien seeds and that it is not taken from alien infested riverbeds.

5.11 “No go” areas

The principal agent must advise the Contractor of “No go” areas”

The working area shall be demarcated in an appropriate manner determined by the Principal Agent.

No equipment associated with earthworks shall be allowed outside the site and defined access routes, or within “no go” areas, unless expressly permitted by the Principal Agent.

Construction areas must be cordoned off and clearly demarcated as a “no go” area to members of the public.

“No go” areas shall be demarcated with fencing consisting of wooden or metal posts at 3 m centres with 1 plain wire strand tensioned horizontally at 900 mm from ground level. Commercially available danger tape shall be wrapped around the wire strand. The Contractor shall maintain the fence for the duration of the Contract and ensure that the danger tape does not become dislodged.

A Method Statement shall be developed and submitted to the ECO for approval regarding restriction and demarcation of access to “no-go” areas.

5.12 Protection of archaeological and palaeontological remains

The Contractor shall contact the Heritage Authorities (Heritage Western Cape or SAHRA) immediately should heritage material be unearthed. Reasonable precautions shall be taken to prevent any person from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of heritage importance discovered on the site immediately upon discovery thereof and before removal.

5.13 Safety and security

Apart from security guards no construction workers are allowed to remain on site after working hours. The movement of construction workers outside designated working areas shall not be permitted. Furthermore, the Contractor must keep a register of all construction staff.

Contractors shall transport construction workers to and from site on a daily basis. The construction workers may not be paid at the construction site.

Public access to Eerstestein will be managed and controlled so as to limit safety concerns to the public as a result of the construction activities, as well as to minimise impact of the public on the construction. Warning signs at the entrance and construction area must be clear and easy accessible.

5.14 Erosion and Sedimentation Control

During construction the Contractor shall protect areas susceptible to erosion by installing necessary temporary and permanent drainage works, away from natural indigenous vegetation, as soon as possible and by taking other measures necessary to prevent the surface water from being concentrated in streams and from scouring the slopes, banks or other areas.

A Method Statement shall be developed and submitted to the Principal Agent to deal with erosion issues prior to bulk earthworks operations commencing.

5.15 Temporary site closure

If the site is closed for a period exceeding one week, the contractor, in consultation with the Principal Agent shall carry out the following checklist procedure.

- i. Hazardous materials stores
 - Outlet secure/ locked
 - Bund empty (where applicable)
 - Fire extinguishers serviced and accessible

- Secure area from accidental damage e.g. vehicle collision
- Emergency and contact details displayed
- Adequate ventilation
- ii. Safety
 - All trenches and manholes secured
 - Fencing and barriers in place as per the Occupational Health and Safety Act (No 85 of 1193)
 - Emergency and Management contact details displayed
 - Stockpiles wedged/ secured
- iii. Erosion
 - Wind and dust mitigation in place
 - Slopes and stockpiles at stable angle
 - Revegetated areas watering schedules and supply secured
- iv. Water contamination and pollution
 - Cement and materials stores secured
 - Toilets empty and secured
 - Refuse bins empty and secured
 - Drip trays empty and secure (where possible)
 - Structures vulnerable to high winds secure.

5.16 Site closure and rehabilitation

Any areas that the Principal Agent believes may have been impacted upon or disturbed shall be rehabilitated to the satisfaction of the Principal Agent and ECO, which includes all areas where top material has been stripped. Once construction is complete the Contractor shall clear everything from the Site not forming part of the Permanent Works. The area to be rehabilitated shall first be landscaped to match the topography of the surrounding area. Only indigenous vegetation that occurs naturally in the area shall be used for rehabilitation purposes.

The Contractor may not use herbicides, pesticides, fertilisers or other poisonous substances for the rehabilitation process unless otherwise agreed to by the Principal Agent and ECO.

All rehabilitated areas shall be considered “no go” areas and the Contractor shall ensure that none of his staff or equipment enters these areas.

The Contractor shall undertake to remove all alien vegetation re-establishing on the area and shall implement the necessary temporary or permanent measures to combat soil erosion.

In addition, the Contractor must adhere to the following specifications:

- All construction camp structure must be removed from site;
- Any spills (i.e. oil and paint) that have occurred in the construction camp site, must be cleaned up;
- Hardened surfaces in the construction camp site must be ripped and covered with top soil;
- All imported material, waste and rubble must be removed and disposed of at the appropriate waste sites;
- Residual stockpiles and building material must be removed from the site; and
- All temporary roads must be closed and rehabilitated to the specifications of the ECO and Principal Agent.

6 ENVIRONMENTAL CONTROL OFFICER

Prior to the commencement of construction an independent suitably qualified and experienced ECO shall be appointed by the proponent to ensure that the mitigation rehabilitation measures and recommendations referred to in the Environmental Authorisation are implemented and to ensure compliance with the provisions of the EMP.

The ECO will have the authority, limited to emergency situations, to stop construction activities if he is of the opinion that serious harm or impact on the environment is imminent, likely to occur or has occurred and that the potential harm or impact is an infringement to this EMP. The ECO must inform the Principal Agent and/ or Contractor of this decision as soon as practically possible should he deem it necessary to stop construction activities.

Level of competency

The ECO must be an independent, qualified consultant with appropriate experience and knowledge in the environmental field.

Roles and responsibilities

The role of the ECO is to audit and monitor adherence to and implementation of the construction phase EMP, which includes compliance with the relevant conditions contained in the Environmental Authorisation. This includes the following responsibilities:

The roles and responsibilities of the ECO include:

- Ensure compliance by contractor and sub -contractors with the EMP and associated Method Statements;
- Undertake regular site inspections and photographic monitoring before, during and after the commencement of construction activities;
- Work in close co-operation with the Reserve Manager where possible.
- Record environmental incidents (spills, impacts, legal transgressions etc.) and recommend appropriate mitigation measures or remedial action;
- Complete monthly compliance reports to ensure that the system for implementing the EMP is operating effectively;
- Review and approval of required Method Statements;
- Documentation of variations to the EMP/Method Statements and non-compliances and corrective action; and
- Provide appropriate environmental training.

Site visits and reporting

The ECO shall visit the site a minimum of once a week. More frequent visits may be required if the situation requires it. In addition, photographic monitoring must be undertaken at least once a month.

Monthly compliance reports shall be submitted to the Principal Agent and the proponent and distributed as desired. The compliance report shall be based on the requirements of the EMP and the project specifications as well as other issues of compliance in terms of the Environmental Authorisation. In addition, it shall include all components of the authorisation including:

- Design of manner in which stormwater drains, including litter traps and energy dissipation measures;
- Traffic management; and
- Design and implementation of water saving and energy saving devices within all components of the development.

7 TOLERANCES

The ECO may recommend the Principal Agent to temporarily suspend construction activities or remove a Contractor's representative or any employee(s), should the Contractor or any of his employees not comply with this CEMP or show adequate consideration to environmental aspects. In addition, no time extensions will be approved in the case of a suspension and the Contractor will be liable to all resulting costs.

7.1 Fines

The Principal Agent will have the authority to impose spot fines on the Contractor and/ or any of his employees should they not comply with the requirements of this EMP.

Fines

Fines will be issued for the transgressions listed below. Fines may be issued per incident at the discretion of the Principal Agent. Such fines will be issued in addition to any remedial costs incurred as a result of non-compliance with the Environmental Specifications. The Principal Agent will inform the Contractor of the contravention and the amount of the fine, and will deduct the amount from monies due under the Contract.

Fines for the activities detailed below, will be imposed by the Principal Agent on the Contractor and/or his Sub-contractors.

A	Any persons, vehicles, plant, or other equipment or materials related to the Contractors operations within the designated boundaries of a “no-go” area	R20,000
B	Any vehicle driving in excess of designated speed limits	R500
C	Any vehicle and items of plant or materials being parked or stored outside the demarcated boundaries of the site	R2,000
C	Persons walking outside the demarcated boundaries of the site	R500
E	Persistent and un-repaired oil leaks from machinery. The use of inappropriate methods of refuelling such as the use of a funnel rather than a pump	R2,000
F	Litter on site	R2,000
G	Deliberate lighting of illegal fires on site	R10,000
H	The eating of meals on site outside the defined eating area. Individuals not making use of the site ablution facilities	R1,000
I	Dust or excess noise on or emanating from site	R2,000
J	Any person, vehicle, item of plant related to the Contractors operations causing a public nuisance	R1,000
K	Any other contravention of the EMP or Project Specifications identified	R2,000
L	Unauthorized refrigerant release	R20 000
M	Improper disposal of hazardous waste	R15 000
N	Non-compliance with method statements	R5 000

For each subsequent similar offence, the fine may, at the discretion of the Principal Agent, be doubled in value to a maximum value of R50,000.

Penalties

1. Where the Contractor inflicts non-repairable damage upon the environment or fails to comply with any of the environmental specifications, he shall be liable to pay a penalty fine over and above any other contractual consequence. *{In terms of the Conventional Penalties Act (1962) a creditor is not entitled to recover both the penalty and damages. Accordingly, were a Contractor causes damage, the Employer can either enforce a penalty or make the Contractor make good the damage, but not both.}*
2. The Contractor is deemed NOT to have complied with this Specification if:
 - a. within the boundaries of the site, site extensions and haul / access roads there is evidence of contravention of the Specification;
 - b. environmental damage ensues due to negligence;
 - c. the Contractor fails to comply with corrective or other instructions issued by the Principal Agent within a specific time; and/ or
 - d. the Contractor fails to respond adequately to complaints from the public.
3. Payment of any fines in terms of the contract shall not absolve the offender from being liable from prosecution in terms of any law.
4. The following penalties are suggested for transgressions:

a. Erosion	A penalty equivalent in value to the cost of rehabilitation plus 20%
b. Oil spills	A penalty equivalent in value to the cost of clean-up operation plus 20%
c. Effluent and hazardous material spills	A penalty equivalent in value to the cost of the clean-up operation plus 20%

8 TESTING

Void

9 MEASUREMENT AND PAYMENT

9.1 The environmental awareness training course

The organisation and attendance of the education course will be measured as a sum. The tender sum shall cover the time cost of all personnel attending the course, the provision of the venue and for any other operation necessary to comply with the requirements of the environmental awareness courses to the satisfaction of the Principal Agent.

9.2 *All other requirements of the environmental management specification*

All other work not measured elsewhere, associated with complying with any requirement of the environmental management programme shall be measured as a sum.

ANNEXURE A: ENVIRONMENTAL METHOD STATEMENT

CONTRACT:.....

DATE:.....

PROPOSED ACTIVITY (give title of method statement and reference number from the EMP):

--

WHAT WORK IS TO BE UNDERTAKEN (give a brief description of the works - attach extra information to ensure accurate description given):

--

WHERE THE WORKS ARE TO BE UNDERTAKEN (where possible, provide an annotated plan and a full description of the extent of the works):

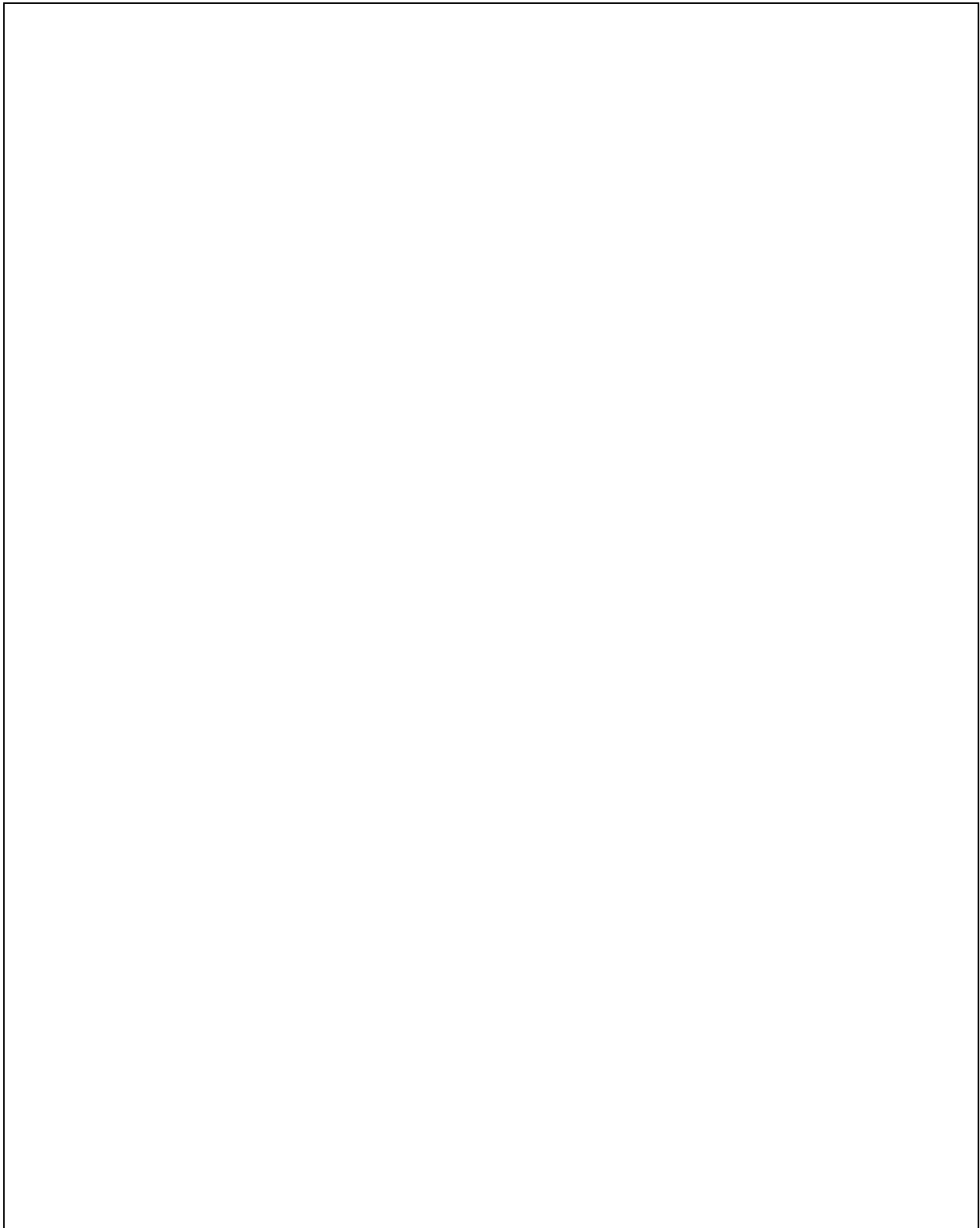
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START AND END DATE OF THE WORKS FOR WHICH THE METHOD STATEMENT IS REQUIRED:

Start Date:

End Date:

HOW THE WORKS ARE TO BE UNDERTAKEN (provide as much detail as possible, including annotated sketches and plans where possible):



Note: please give too much information rather than too little. Please ensure that issues such as emergency procedures, hydrocarbon management, wastewater management, access, individual responsibilities, materials, plant used, maintenance of plant, protection of natural features, etc. are covered where relevant

DECLARATIONS

1) PRINCIPAL AGENT'S REPRESENTATIVE/ENVIRONMENTAL OFFICER/ENVIRONMENTAL CONTROL OFFICER

The work described in this Method Statement, if carried out according to the methodology described, appears to be satisfactorily mitigated to prevent avoidable environmental harm:

(signed)

(print name)

Dated: _____

2) CONTRACTOR

I understand the contents of this Method Statement and the scope of the works required of me. I further understand that this Method Statement may be amended on application to other signatories and that the Principal Agent's Representative/Environmental Officer/Environmental Control Officer will audit my compliance with the contents of this Method Statement. I understand that this method statement does not absolve me from any of my obligations or responsibilities in terms of the Contract.

(signed)

(print name)

Dated: _____

3) PRINCIPAL AGENT

The works described in this Method Statement are approved.

(signed)

(print name)

(designation)

Dated: _____

ANNEXURE B: ENVIRONMENTAL SITE INSPECTION CHECKLIST

To be submitted to the Principal Agent once a week

CONTRACT:.....**DATE:**.....

ENVIRONMENTAL ASPECT	YES/ NO (✓ or X)	COMMENTS
• All new personnel on Site are aware of the contents of the EMP and have been through the environmental awareness course.		
• Contractor's camp is neat and tidy and the labourers' facilities are of an acceptable standard.		
• Sufficient and appropriate firefighting equipment is visible and readily available in the appropriate places.		
• Waste control and removal system is being maintained.		
• Fences are being maintained.		
• Drip trays are being utilised where there is a risk of spillage.		
• Bunded areas/drip trays are being emptied on a regular basis (especially after rain).		
• No leaks are visible from construction vehicles.		
• Refuelling of vehicles and plant occurs within designated areas, and appropriate refuelling apparatus and drip trays are being used.		
• "No go" areas, natural features, vegetation, etc. have not been damaged.		
• Dust control measures (if necessary) are in place and are effectively controlling dust.		
• Noise control measures (if necessary) are in place and are working effectively.		
• Erosion and sedimentation control measures (if necessary) are in place and are controlling effectively.		
• Material stockpiles are located within the boundary of the Site and are protected from erosion.		
• Other		

Completed by:.....

Signed:.....



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WALK ON
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OR
DRAINAGE
DITCHES



DO NOT
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DO NOT
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ENVIRONMENTAL MANAGEMENT DO'S AND DON'TS

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Contract
Part C3: Scope of Work
Reference No. 245Q/2024/25

183

C3.5
Management
Environmental Management Specification

H: HEALTH AND SAFETY SPECIFICATION

1. INTRODUCTION

1.1 Introduction to the Health and Safety Specification

The Construction Regulations (7 February 2014) places the responsibility on the Client to prepare a Health & Safety Specification, which informs the appointed contractor on all the risks not successfully eliminated during design.

1.2 Purpose of the Health and Safety Specification

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations ((7 February 2014) in order to reduce incidents and injuries. This specification shall act as the basis for the drafting of the construction Health & Safety Plan by the Principal Contractor and all subsequent Health & Safety Plans by Contractors.

The Health and Safety Specification sets out the intention of the Client. It also includes arrangements to ensure that the parties involved in the project co-operate and co-ordinate their activities, to remove or minimise the risks to health and safety of those who are involved in works projects, or who may be affected by the work activities.

This document sets out the requirements, under a number of pieces of Health and Safety Legislation, for the successful health and safety management of the Project by the Principal Contractor in accordance with the requirements set out in this Health and Safety Specification. The Principal Contractor will be expected to integrate their own health and safety policy and arrange documents into this plan. This document includes applicable regulations and risk management measures specific to the supply, installation, repairs, and maintenance of HVAC (Heating, Ventilation, and Air Conditioning) systems.

The format is in line with the requirements of Regulation 7.1(a) of the Construction Regulations 2014, GNR 84, for a health and safety plan to be further developed **before** the commencement of construction.

1.3 Implementation of the Health and Safety Specification

This specification forms an integral part of the project, and the Principal Contractor **is required to use it** when drawing up their project-specific construction Health & Safety Plan. The Principal Contractor shall forward a copy or the applicable part of this specification to all Contractors, so that they can in turn prepare Health & Safety plans relating to their works.

1.4 Definitions

- **“Client”** means any person for whom construction work is performed.
- **“Competent Person”** means a person who-
 - (a) Has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work task: Provided that where appropriate qualifications and training

are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training: and

(b) Is familiar with the Act and with the applicable regulations made under the Act.

- **“Contractors”** means an employer who performs construction work and includes Principal Contractors.
- **“Construction Manager”** means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site.
- **“Construction Supervisor”** means a competent person responsible for supervising construction activities on a construction site.
 - **“Construction Permit”** means a document issued in terms of regulation 3.
- **“Designer”** means any of the following persons –
 - (i) A person who prepares a design;
 - (ii) A person who checks and approves a design;
 - (iii) A person who arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;
 - (iv) An architect or engineer contributing to, or having overall responsibility for the design;
 - (v) Building services engineer designing details for fixed plant;
 - (vi) Surveyor specifying articles or drawing up specifications;
 - (vii) Contractor carrying out design works as part of a design and build project;
 - (viii) Temporary works engineer designing formwork and false work; and
 - (ix) Interior designer, shop-fitter and landscape architect.
- **“Health and Safety File”** means a file, or other record containing the information in writing required by these Regulations.
- **“Health and Safety Plan”** means a site, activity or project specific documented plan in accordance with the client’s health and safety specification.
- **“Health and Safety Specification”** means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements and related to construction work.
- **“Principal Contractor”** means an employer, as defined in Section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of the construction site.

2. HEALTH AND SAFETY SPECIFICATION

2.1 Project Details:

Client:	City Of Cape Town
Project name/number :	245Q/2024/25: TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN
Project Address :	To be defined per works project
Construction Duration :	To be defined per works project
Nominated OHS Agent:	To be defined per works project
Contact :	Principal Agent per Works Project
Department of Labour's Local Office :	Cape Town
The Development Brief:	To undertake various projects which will include the removal, supply, installation and repairs and maintenance of Heating, Ventillation and Air Conditioning systems

2.2 General Project Information Sheet

Development:

The work comprises of the removal, supply, installation and repairs and maintenance of Heating, Ventilation and Air Conditioning systems. In addition, the work involves handling refrigerants, high-pressure equipment, confined spaces, electrical installations, and fire safety hazards specific to HVAC systems. Contractors must adhere to Environmental Regulations for Ozone-Depleting Substances (ODS) Regulations, 2014.

2.3 Health and Safety Aims

The aim of this Health and Safety Specification is to ensure that health and safety management will be planned into the work undertaken by the Principal Contractor on this specific project to achieve the following:

- To put into practical effect, the commitment made by the Principal Contractor in their own health and safety policy statement;
- To ensure that, where necessary, the changes in attitude of all those involved with the project take place. The result should be the acceptance of responsibility, towards the health and safety objectives;
- To develop further good health and safety management practices on this contract and future contracts undertaken by the City of Cape Town. To ensure that high standards of health and safety performance are achieved in:
 - a) Co-operation with Principal Agent (or duly appointed OHS Agent per works project) and other contractors involved on the project.
 - b) Reducing accidents, ill health and injury to persons and damage to property, when undertaking work on the project.

2.4 Health and Safety Targets

The following health and safety targets have been set for achievement during the period of this project.

- The achievement, by the Principal Contractor, of an accident-free project, as far as possible, with the prevention of all accidents, and the achievement of a "no lost time" accident rate.
- The workforce's co-operation in ensuring that safety is everybody's responsibility.
- A proactive approach to health and safety by the construction management team.
- That safe working will be a condition of employment in all contractors' organisations.

2.5 Responsibilities

The Client

Will be responsible to apply for the Construction Work Permit 30 days before work commence and they will receive a site specific number before work can commence on site.

The Principal Agent or a delegated professional, on behalf of the Client is responsible for implementing the Client's requirements for health and safety on the project. The Client will ensure adequate information is available to all parties, to ensure they can perform their duties under the requirements of this document and relevant statutory legislation.

Client's OHS Agent

The Client may appointed an OHS Agent for the project. The OHS Agent will be responsible for representing the Client who is the City of Cape Town on the project and for co-ordinating the Design Team, with reference to the design risk assessment processes.

The Client's Design Team

The Design Team will be appointed per works projects (where applicable)

The Design Team is responsible for:

- Design principles and design assumptions for the structures where the knowledge of these principles or assumptions is necessary for the safety of those who will work on or in the structure (meaning all "elements" e.g. structures, etc.). For example, these must identify any states of instability during erection including any suggested methods or sequence of assembly. Where assumptions have been made then appropriate control measures may need to be included here, as information for those who will plan the work.
- Arrangements for the co-ordination of on-going design work and handling design changes (design changes arising from whatever causes, for example: Client changes, Designer changes, Contractor changes, on-site circumstances causing variations, etc.).
- Significant (including unusual or difficult to manage) Health and Safety hazards or risks identified during design (that it has not been possible to eliminate by design).
- Specified materials or substances with associated significant Health and Safety hazards requiring particular precautions. (This would particularly include fire hazards.)
- Specific risks or difficult to manage issues inherent in the design where the Principal Contractor (or the Contractor) will be required to state how they will avoid or control them.
- Weights and centre of gravity of unusual or significant elements intended (or likely) to be lifted into position. Examples of significant hazards where Designers always need to provide information include:
 - a) Hazardous or flammable substances specified in the design, e.g. fungicidal paints, or those containing isocyanides;
 - b) Features of the design and sequences of assembly or disassembly that are crucial to safe working;
 - c) Specific problems and possible solutions, for example: arrangements to enable the removal of a large item of plant from a work area / building;
 - d) Structures that create problems;
 - e) Heavy or awkward prefabricated elements likely to create risks in handling.

- The designer must also conduct a final inspection and issue a certificate of successful completion.

Principal Contractor

The Contractor appointed for the project will take the Health and Safety specification and develop a health and safety plan

for approval by the Principal Agent (or duly appointed OHS Agent per works project).

The detailed Health and Safety plan will set out clearly the Principal Contractor's management systems for managing health and safety on the contract in accordance with health and safety requirements set out in this document, the designer's risk information and any relevant health and safety legislation.

The Health and Safety plan will be kept up to date by the Contractor to include sub-contractors' risk control management information.

The Contractor will co-operate with the Principal Agent (or duly appointed OHS Agent per works project) in all aspects of complying with the duties laid upon them by the Construction Regulations (7 February 2014).

All comments contained in this section require specific measures to be incorporated into the construction health and Safety plan. The Contractor must not allow work to commence on site before an adequate construction health and safety plan is developed and approved.

The plan must contain the method statements and procedures for the project, before works starts on site. Further risk assessments and method statements must be carried out where the works may change, due to design changes.

The construction phase health and safety plan, developed by the Contractor must also take into account current health and safety legislation and associated codes of practice. The Contractor **MUST** appoint a Construction Manager as per the Construction Regulations (7 February 2014).

I. Procedures are required to cover the following:

- Arrangements for emergency electrical, fire and first aid facilities.
- Arrangements for dealing with emergency situations, underground services.
- Selection and maintenance of plant and equipment.
- Selection of competent contractors.

II. The following method statements and procedures **MUST** be available before work starts on site:

- Establishment of site welfare, first aid and emergency procedures (fire and security, etc.).
- Arrangements for emergency service vehicles access.
- Public protection arrangements.
- Protection to underground services.

III. Immediate details expected of the Principal Contractor

Site Staff:

Site Operatives:

Sub-Contractors:

Specialist Contractors:

Site Plant:

Contractors

Each contractor will be required to co-operate with the Contractor and provide information on method statements, etc. for

inclusion in the Health and Safety plan prepared by the PContractor. In addition, each contractor will comply with the site rules and any reasonable instructions formulated by the Principal Contractor, in accordance with current relevant health and safety legislation.

Contractors will provide adequate information to the Contractor who in turn will supply this information at monthly intervals to the Principal Agent.

2.7 Project Overview

2.5.1 Site Details:

Any region within the City of Cape Town. Exact site location is to be determined per works project

2.5.2 Advice to Client

- You are advised to promptly provide the Principal Contractor and his / her Agent with any information which might affect the Health and Safety of any person at work, carrying out construction work, for example: existing services below, other surveys available, pertaining to this site which may affect the works.
- Requirements to maintain access for emergency service vehicles.
Appoint a competent and well resourced Contractor for the construction works.
- If an OHS Agent is appointed the Client is responsible for assuring that they have the necessary competency and resource levels for the project.

2.5.3 Construction Materials

Common materials and substances used during construction may present health and safety hazards requiring the contractor to carry out other risk assessments.

Contractors should be aware of their duties under current regulations to identify hazardous materials or activities and undertake adequate assessment and implement the required control measures (i.e. Duty of Care).

Safety method statements and the provision of job safety instructions (for operatives) is an essential outcome of their risk assessment process.

2.5.4 Risk Assessments

As per annexure "A"

Hazard and risk assessment register, annexure "B"

2.5.5 Site Wide Elements

Your Construction Health and Safety Plan should include details of the following:

2.5.5.1 The positioning of the site access and egress points to ensure that any nuisance or risk to the adjacent properties is minimised and controlled.

2.5.5.2 The location of temporary site accommodation to ensure that adjacent sensitive properties are not subjected to any nuisance arising from the use of the facilities.

2.5.5.3 The location of unloading, layout and storage areas to reduce and minimise excessive manual handling of construction materials, damage to adjacent property and the security of the plant, equipment and materials.

2.5.5.4 to ensure adequate protection for employees, public footpath and road users. The use of suitable barriers, signs and the appointment of a signaller should be adopted to provide the required level of protection. The site must be enclosed by a ring fence / barrier system.

2.5.5.5 The arrangements for the reception of prospective visitors.

2.5.6 Reference and Related Procedures

- The Occupational Health and Safety Act (No. 85 of 1993)
- The Construction Regulations (7 February 2014)
- Ozone-Depleting Substances (ODS) Regulations, 2014
- Pressure Equipment Regulations, 2009.
- All other relevant Health and Safety Legislation applicable to HVAC systems

2.8 **Organisational Arrangements**

2.6.1 Site Rules

The Principal Contractor's organisational arrangements for health and safety on the project must include that of other contractors involved.

Site rules must be developed by the Principal Contractor to ensure that the restrictions, outlined in this Health and Safety Specification, are met. In particular, arrangements and site rules must be developed to ensure that construction works do not put at risk the health and safety of the general public.

Generally, your health and safety policy and construction health and safety plan will be to specify site rules such as the wearing of personal protective equipment and no drinking or drugs, etc. on site.

2.6.2 Security

- Do not allow any person to climb over, get through or under any fence.
- Do not allow your employees to visit or trespass on any part of the premises other than their place of work.
- Do not allow your employees to remove from the premises anything, including your equipment and employee's own tools.
- Do not allow your employees to use short cuts through properties.
- Do not take fire arms or liquor onto the premises.
- Do not discuss your observations regarding plant layout, products stored, etc. with any outsiders about the City Of Cape Town.
- Be aware that you are responsible for the safe keeping, distribution and return on completion of the contract of all the City of Cape Town issued drawings and technical information.
- Ensure that your workforce displays, and returns at the end of the day, the temporary work permits issued by the responsible person.

2.6.3 Smoking

Ensure that all your employees are made aware that the City of Cape Town site is a NO SMOKING AREA. (Designated smoking areas to be identified).

2.8 **Temporary Structures**

- Ensure complete safety of the work and personnel through all stages of construction.
- Ensure adequate ventilation in temporary work areas, especially when working in confined HVAC spaces

2.9 **Communication**

The Contractor must demonstrate a management structure for ensuring health and safety co-operation and co-ordination between all parties to the contract. This will include the development of a communications strategy between the appointed Contractor, Sub-Contractors, Client, Design Team and OHS Agent/ Principal Agent

The Contractor must ensure that an effective chain of communication exists, clearly showing that all levels of employees engaged on the contract participate in the communication process for health and safety concerns.

Regular meetings will be established between the parties where health and safety performance will be discussed. Minutes must be kept and distributed for action following the conclusion of each meeting.

Emergency and incident procedures must be developed and clearly co-ordinated between parties involved.

A security strategy must be developed by the Contractor who must then communicate and co-ordinate that strategy to all parties to the contract.

2.10 **Continuing Liaison**

Procedures for liaison to continue between all parties throughout the project should include the particular points listed

below.

All unforeseen eventualities which may occur during construction and which affect previously recognised health and safety

issues or resources should be reported to Principal Agent (or duly appointed OHS Agent per works project) should be informed of all new designs, which may affect health and safety.

Arrangements should be made by the Contractor with other contractors to ensure any information required for the health and safety file (see the following list), which is generated by the contractors' work, is stored and passed to the Contractor prior to completion of their specific works. This will include the following:

- General details of the materials used.
- Details of the plan and equipment supplied and fitted
- Specific maintenance details or requirements (plant, equipment, fixtures and fittings – where applicable)
- All Agreements, Safety Committee minutes and nominated competent individuals, etc.
- All training records – i.e. special training needs, induction and visitor inductions.

3. GUIDANCE NOTES - “GOOD MANAGEMENT PRACTICE” FOR THE APPOINTED PRINCIPAL CONTRACTOR

This section contains the recommended Principal Contractor's essential elements, on how the contract must be managed. This is to ensure that the health and safety aims and targets will be achieved and to ensure the health and safety of those employed on the contract, or affected by the operation of the contract. As follows:

3.1 Scope

This Health & Safety specification covers the requirements for eliminating and mitigating the potential risks for incidents and injuries on this particular project

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

3.2 Interpretations

3.2.1 Application

This Health & Safety Specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

3.2.2 Definitions

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (7 February 2014) shall apply.

3.3 Minimum Administrative Requirements

3.3.1 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to Principal Agent (or duly appointed OHS Agent per works project) on appointment. This notification must be signed by the Client / Principal Agent (or duly appointed OHS Agent per works project).

3.3.2 Health and Safety Plan

In compliance with the Construction Regulations, the contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the employer. The health and safety plan shall include but not be limited to the following:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent person.
- Safe method statements and procedures to be adopted to ensure compliance with the OHSA. Aspects to be dealt with shall include:
 - The storage and use of materials
 - The use of plant, tools and vehicles
 - Temporary support structures
 - Dealing with working at height
 - Environmental conditions
 - Access control of unauthorised persons
- The provision and use of temporary services
- Compliance with permissions and permits
- Safety equipment, devices protective clothing
- Emergency procedures
- Induction and training
- Provision and maintenance of the health and safety file and other documentation
- Risk assessments must include heat stress, confined space work, electrical hazards, and exposure to high-pressure refrigerants etc.

3.3.3 Assignment of the Principal Contractor's / Contractor's Responsible Persons to Supervise Health and Safety on Site

The Principal Contractor shall submit supervisory appointments in terms of Section 16.2 of the OHS Act 85/1993 and Construction Regulation 8.1 and 8.2. Proof of competency must be included.

3.3.4 Competency of the Principal Contractor's Appointed Responsible Persons

Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (7 February 2014). **Proof of competence** for the various appointments must be included. For the purpose of this contract, the most important competent persons would include but not be limited to: Construction Manager, Construction Supervisor; Portable Electrical Tools Inspectors;

Vehicle Operators; Fire Equipment Inspector; First Aid Co-Ordinator, Emergency Co-Ordinator, Trade tested Refrigeration technician, SAQCC Gas authorized practitioner, Trade tested electrician etc.

All appointments must be in writing and acceptance thereof by way of signature by the appointed person.

3.3.5 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Contractor shall submit a letter of good standing with its Compensation Insurer to Principal Agent (or duly appointed OHS Agent per works project) as proof of registration. Contractors shall submit proof of registration to the Contractor before they commence work on site.

3.3.6 Occupational Health and Safety Policy

The Principal Contractor and all Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline company objectives and how they will be achieved, implemented and maintained by the Company / Contractor.

3.3.7 Health and Safety Organogram

The Contractor and all Sub-contractors shall submit an Organogram, outlining the Health and Safety Site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the Organogram shall reflect the intended positions. The Organogram shall be updated when there are any changes in the Site Management Structure. This must be supplied to Principal Agent (or duly appointed OHS Agent per works project) within 7 working days.

3.3.8 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work. The risks associated with the hazards identified, must be assessed and shall form part of the construction phase health and safety plan submitted for approval by Principal Agent (or duly appointed OHS Agent per works project). The risk assessment must include;

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) A documented risk assessment based on the list of hazards and tasks;
- c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- d) A monitoring and review procedure of the risk assessment as the risks change.

Contractors shall also cause hazard identification, risk assessments and method statements to be performed and submitted to the Principal Contractor with their health & safety plans. The risk assessment documents must also be reviewed from time to time by the Contractors.

The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work

procedures, control measures and other related rules (a tool box talk strategy to be implemented, covering site specific Health and Safety Issues). In addition, the risk assessment must include exposure to refrigerant leaks and chemical hazards, confined space entry procedures for HVAC ducts and plant rooms, and fire risks associated with insulation materials and electrical faults.

3.3.9 Health and Safety Representatives

The Principal Contractor and all Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation (as per General Administrative Regulations) and trained to carry out their functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at monthly health & safety meetings.

3.3.10 Health and Safety Committee Meetings

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be chaired by the Principal Contractor's Construction Manager (CR 8.1 Person). All Contractors' Construction Supervisors and Health & Safety Representatives shall attend the monthly health & safety meetings. Contractors shall table a report with supporting documents. Contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

3.3.11 Health and Safety Training

3.3.11.1 Induction

The Principal Contractor shall ensure that all site personnel undergo a site-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. Every employee must carry proof of induction training completion. A suitable venue must be available to house this training.

3.3.11.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement.

3.3.11.3 Competency

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on regular basis e.g. periodic audits by the Principal Contractor, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work.

3.3.11.4 Typical Training Courses

Shall include but not limited to the following:

- First Aid Training
- OHS Representative Training
- Training shall also include but not be limited to weekly Toolbox Talks

3.3.12 General Record Keeping

The Principal Contractor and all Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993, and with the Construction Regulations (7 February 2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audits and section (37.2) agreements, etc. are kept in a health & safety file held in the site office. The Principal Contractor must ensure that every Contractor opens and maintains its own health & safety file and makes it available on request. All files will be consolidated on completion of the project and handed over to the Client on completion of the contract.

3.3.13 Health & Safety Audits, Monitoring and Reporting

The Principal Agent (or duly appointed OHS Agent per works project) shall conduct Fortnightly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health & safety. The Contractor is obligated to conduct similar audits on all Contractors appointed by it. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client's audit reports shall be kept in the Client's Health & Safety File while the Principal Contractor's audit reports shall be kept in its file. Copies of all reports must be forwarded to Principal Agent (or duly appointed OHS Agent per works project). Principal Contractors have to audit their contractors and keep records of these audits in their health & safety files, available on request. The OHS File should **remain** on site at all times for the duration of the project.

3.3.14 Emergency Procedures

The Contractor shall submit a detailed Emergency Procedure for approval by Principal Agent (or duly appointed OHS Agent per works project) prior to commencement on site. The procedure shall detail the response plan including the following key elements:

List of key competent personnel;

Details of emergency services;

Actions or steps to be taken in the event of the specific types of emergencies;

Information on hazardous material/situations.

Handling of refrigerant leaks and hazardous gas exposure, and hot work permits for welding and brazing on HVAC piping.

Emergency procedure(s) shall include, but shall not be limited to, electrocution, fire, hazardous material spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Contractor shall advise Principal Agent (or duly appointed OHS Agent per works project) in writing forthwith, of any emergency situations, Together with a record of action taken. A contact list, of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and be available to site personnel. This list must be displayed in the site office at all times.

3.3.15 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Contractors shall appoint First Aider (s) in writing. The appointed First Aider (s) must be in possession of valid first aid certificates, to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes adequately stocked at all times. All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees shall have a trained, certified First Aider on site at all times.

3.3.16 Accident / Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Contractor must stipulate in its Health & Safety Plan how it will handle each of these categories. When reporting injuries to Principal Agent (or duly appointed OHS Agent per works project), these categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being forwarded to Principal Agent (or duly appointed OHS Agent per works project) forthwith. All Sub-contractors have to report all injuries to the Contractor forthwith and submit a monthly report detailing the injuries. The Contractor must report all injuries to the Principal Agent (or duly appointed OHS Agent per works project) in the form of a detailed injury report at least monthly. Incidents involving chemical exposure, refrigerant gas leaks, or electrical faults must be immediately reported and investigated.

NB: The Principal Contractor to report on incidents to the Department of Labour in the format of Annexure 2 as per the Construction Regulations (7 February 2014).

3.3.17 Hazards and Potentially Hazardous Situations

The Contractor shall immediately notify other sub-contractors as well as Principal Agent (or duly appointed OHS Agent per works project) of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

3.3.18 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safety footwear and overalls. Additional PPE required for HVAC work includes insulated gloves for electrical work, respiratory protection for refrigerant handling, and safety goggles etc. for pressurized gas handling. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SANS approved PPE on site at all times. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is lost, stolen, worn out or damaged.

This procedure applies to Principal Contractors and their Contractors, as they are all Employers in their own right.

3.3.19 Occupational Health and Safety Signage

The Principal Contractor shall provide adequate on-site OHS signage. Including but not limited to: 'no unauthorised entry', 'report to site office', 'site office', 'beware of overhead work', 'hard hat area', "All incidents, accidents and illnesses to be reported to First Aider. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

3.3.20 Permits

May include but not limited to the following:

- Work permits - Work permits required for hot work on HVAC piping and confined space entry into ducts and plant rooms etc.
- Daily Registers
- Authorization permits
- Wayleaves
- Traffic Management Plan
- Visitors Register

3.3.21 Line isolation & Responsible Persons requirements

- i) The Responsible Person will be in possession of a valid ORHVS 0400 certificate and have a valid Authorization certificate.
- ii) The Responsible Person will be on site whenever there is any person on site.
- iii) If for any reason there is no Responsible Person on site, then no persons will be allowed on the premises.
- iv) When required, the Lines of the structures to be worked on would be isolated & earthed (circuit breakers switched off, isolating links opened & earth links closed). This would be done by a CCT representative who is authorised in writing to do so according to Operating Regulations for High Voltage Systems.
- iv) The CCT representative would issue a work permit to the Responsible Person who must be authorised in writing as a Responsible Person to accept a work permit according to Operating Regulations for High Voltage Systems.
- v) The CCT's Authorised Person & the Contractors Responsible would discuss the permitted work & all safety requirements noted in the work permit.
- vi) The authorised Responsible Person would safety test & have visible working earths attached to the lines on both sides of the work points.
- vii) All positions & times working earths are attached & removed must be noted on the works permit by the Responsible Person.
- ix) The permitted work would be carried out in accordance with any safety instructions written in the permit.
- x) On completion of the work as per the required duration written in the permit the Responsible Person would ensure all workers are clear of the structures being worked on & thereafter have all working earths removed.
- xi) The Responsible person would sign off the permit and hand it to the CCT representative who would make sure that the lines were clear and could be switched back on when required.

The Contractor must have a written safety plan on site, related to all required works according to the OHSAS act & all other safety regulations that may apply. A hazard identification discussion must take place between all staff on site on each new work day.

3.3.22 Contractors

The Principal Contractor shall ensure that all Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations (7 February 2014), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors, shall mutatis mutandis ensure compliance as if it was the Principal Contractor.

3.3.23 Construction Health & Safety Officer

A part time / full time construction health & safety officer (in terms of Construction Regulation 8.5) will be required to co-ordinate the health & safety portfolio. The portfolio should include but not be limited to:

- a) Induction training;
- b) Health & safety audits including audits of contractors;
- c) Maintain the Principal Contractor's health & safety file and audit Contractors' health & safety plans and files;
- d) Investigate near misses, incidents and accidents;
- e) Co-ordinate that inspections are carried out by competent persons, and that records are kept in registers.
- f) Co-ordinate the function of reviewing the risk assessment document;
- g) Assisting with method statements and checking whether they are being implemented by the responsible persons on site.

3.3.24 Penalties

Penalties will be imposed by the Department of Labour on Contractors who do not comply with this Health and Safety Specification.

3.4 **Physical Requirements**

3.4.1 Stacking of Materials

The Principal Contractor and other relevant Contractors shall ensure that there are sufficient appointed staking supervisors and all materials, formwork and all equipment are stacked and stored safely. The site is fairly extensive, however space may present a problem, but this is not a reason for poor stacking and storage techniques. Double handling of material should be avoided and for this purpose, pallets and other stacking options should be used.

3.4.2 Edge Protection and Penetrations

The Principal Contractor must ensure that all edges and openings are guarded and demarcated at all times until permanent protection is erected. The guards must be constructed of scaffold type tubing, with guardrails, painted yellow and located +/- one meter above floor level.

3.4.3 Excavations, Shoring and Drainage

The Principal Contractor and any relevant Contractors shall make provision in their tender for shoring and drainage of any excavation as per this specification.

The Contractor shall make sure that:

- a) The excavations are inspected before every shift and a record is kept;
- b) Safe work procedures have been communicated to the workers;
- c) The safe work procedures are enforced and maintained by the Contractor's
- d) The requirements of Construction Regulation 13 are adhered to.

3.4.4 Construction Materials

The following commonly used construction materials and substances potentially pose health and safety hazards:

- Various metal components
- Timber
- Chemicals

3.4.5 Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations.

The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) for all refrigerants on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

3.4.6 Housekeeping

- The Contractor shall demarcate an area for waste and debris, and shall provide sufficient refuse bins with lids for domestic waste.
- All waste, debris and refuse shall be removed at regular intervals.
- Housekeeping shall be done daily and workers to be made aware by way of toolbox talks.

3.4.7 Site Access and Environmental Conditions

- a) Site access and vehicular routes should be noted, because provision should be made for emergencies

- b) Environment

The principal contractor shall ensure compliance with all current environmental legislation applicable to the works and the site.

c) No lifting devices will be used on site due to overhead power cables.

d) Precautions should be taken where tall grass exist for snakes and other animals

3.4.8 Speed Restrictions

The Principal Contractor shall ensure that all persons in its employ, all Contractors, and all those visiting the site are aware and comply with the site speed restrictions. If at all possible, separate vehicle and pedestrian access routes shall be provided, if at all possible maintained, controlled, and enforced. **A traffic management plan should be in place when working in the road reserve or close to it and this traffic management plan must be approved by the Traffic Department.**

3.4.9 Ladders and ladder work

The Principal Contractor shall appoint a competent person in writing to inspect all ladders monthly and record such findings in a register. Ladders are to extend one meter above landing and must be secured at top and bottom and should be +- 12m apart if the excavation is deeper than a meter and longer than 12m.

3.5 Plant and Machinery

3.5.1 Construction Plant

“Construction Plant” includes all types of plant including but not limited to, road vehicles, and all lifting equipment.

The Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (7 February 2014). The Principal Contractor and all relevant Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery and the appropriate supervision must be provided. The appropriate PPE and clothing must be provided and maintained in good condition at all times.

3.5.2 Materials

All re-usable material will be stock piled and barricaded.

3.5.3 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Contractors shall provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. CO2 and clean agent fire extinguishers must be placed near HVAC equipment rooms due to electrical and refrigerant fire risks.

3.5.4 Hired Plant and Machinery

No machinery will be used to excavate in and around any Substation or any other electrical equipment.

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use (including load test certificates, road worthy certificates, inspection registers). The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (7 February 2014) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Contractors must ensure the same. Particular care is to be exercised when planning for crane positioning.

3.5.5 Lifting Tackle

The Principal Contractor and all Contractors shall ensure that lifting tackle are inspected before use and thereafter in accordance with the Construction Regulations (section 22). There must be competent lifting tackle inspectors who must inspect the equipment daily, before use, taking into account that:

- All lifting tackle must carry a load test certificate and must have an inspection register.
- All lifting tackle has a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes trained banksman to direct lifting operations and check lifting tackle.
- The trained banksman should have the proper PPE such as high visible clothing act.

3.5.6 General Machinery

The Principal Contractor and relevant Contractors shall ensure compliance with the Driven Machinery Regulations, which includes inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE and clothing, and training those who operate machinery.

3.5.7 Portable Electrical Tools

The Contractor shall ensure that use and storage of all portable electrical tools are in compliance with relevant legislation. The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Contractor shall consider the following:

- A competent person undertakes routine inspections and records are kept;
- Only authorised trained persons use the tools;
- The safe working procedures apply;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.
- A register indicating the issue and return.

3.5.8 Public and Site Visitor Health & Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up, but shall not be the only safety measure taken.

Both Zintathu-M and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities. Site visitors must be briefed on the hazards and risks that they may be exposed to and what measures should be taken to control these hazards and risks. A record of these 'inductions' must be kept on site in accordance with the Construction Regulations. All visitors must report to the site office where they should receive relevant health & safety information. The site office should be strategically located so that site visitors are not exposed to risks prior to reporting at the office.

3.5.9 Transport of Workers

The Principal Contractor and other Contractors shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store goods and tools;
- Transport persons in a non-enclosed vehicle, e.g. truck. There must be an adequate canopy (properly covering the back and top) and suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle;
- Transport workers in bakes unless they are closed / covered and have the correct number of seats for the passengers.
- Contractors must transport HVAC gas cylinders securely with ventilation to prevent gas buildup.

3.6 Occupational Health

3.6.3 Occupational Hygiene

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and leads to medical conditions like cancers, skin disorders, and noise induced hearing loss, etc. All Contractors must ensure that adequate health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, absorption, and noise induction.

3.6.4 Welfare Facilities

The Principal Contractor must supply sufficient number of clean, hygienic toilets (1 toilet per 30 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas. Adequate potable water must be provided.

3.6.5 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith.

Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A comprehensive disciplinary procedure should be followed by the Contractors and a copy of the disciplinary action must be forwarded to the Principal Contractor for its records.

Annexure - A

Risk Assessor: ??????????????			Date:							
ACTIVITY (WORK TO PERFORMED)	TO BE	POTENTIAL HAZARD (INJURY/DAMAGE/LOS S)	POSSIBLE RESULT (TYPE/INJURY/LOSS)	RISK EVALUATION					PREVENTATIVE MEASURES (SAFE WORK PROCEDURES)	CONTROLS (SUPERVISION/ REGISTERS)
				A	B	C	D	R		
LADDER WORK		INJURY	HEAD INJURIES	8	2	0	0	M	TOOLBOX TALKS	REGISTERS
			FRACTURES							SUPERVISION
			SPRAINS							
OVERHEAD		INJURY	HEAD INJURY	8	2	0	0	M	PPE & TOOLBOX TALKS	SUPERVISION
HAZARDS			FRACTURES							
TRIPPING		INJURY	HEAD INJURY	8	2	0	0	M	TOOLBOX TALKS	SUPERVISION
HAZARDS			FRACTURES							
			SPRAINS							
MANUAL		INJURY	STRAINS	4	4	0	0	M	TOOLBOX TALKS	SUPERVISION
HANDLING OF			SPRAINS							
MATERIAL AND TOOLS										
ENVIRONMENTAL		INJURY	LOSS OF LIFE	10	10	10	0	H	TOOLBOX TALKS	SUPERVISION
CONDITIONS			LOSS	FRACTURES						
(HIGH WINDS)			DAMAGE	ABRASIONS						

ACTIVITY (WORK TO PERFORMED)	POTENTIAL HAZARD (INJURY/DAMAGE/LOS S)	POSSIBLE RESULT (TYPE/INJURY/LOSS)	RISK EVALUATION					PREVENTATIVE MEASURES (SAFE WORK PROCEDURES)	CONTROLS (SUPERVISION/ REGISTERS)
			A	B	C	D	R		
CONSTRUCTION	INJURY	LOSS OF LIFE	10	10	10	2	C	TOOLBOX TALKS	SUPERVISION
VEHICLES		FRACTURES						VIGILANCE	
WORKS IN	INJURY	LOSS OF LIFE	10	10	10	0	H	TOOLBOX TALKS	P/C REGISTERS
EXCAVATION									SUPERVISION
INSTALLATION/ PULLING	INJURY	LACERATIONS	2	8	0	0	M	PPE TOOLBOX TALKS	SUPERVISION
LIVE WORK	INJURY	LOSS OF LIFE	10	0	10	0	H	COMPETENT PEOPLE	SUPERVISION
CHASING	INJURY/ DAMAGE	AMPUTATION	8	0	4	0	M	TOOLBOX TALKS	SUPERVISION
		FRACTURES						TRAINING	
WORKING AT	INJURY	LOSS OF LIFE	10	0	4	0	M	TOOLBOX TALKS	SUPERVISION
HEIGHTS		FRACTURES						TRAINING	
BRICK/BLOCKLAYING	INJURY	LOSS OF LIFE FRACTURES	10	0	4	0	H	TOOLBOX TALKS	SUPERVISION
SCAFFOLDING	INJURY/ DAMAGE	LOSS OF LIFE FRACTURES	10	10	10	0	H	TOOLBOX TALKS TRAINING	SUPERVISION
NOISE/VIBRATIONS	DEAFNESS / INJURY	DEAFNESS/INJURY JOINTS TO	10	0	4	0	H	TOOLBOX TALKS/PPE	SUPERVISION

HAZARDOUS SUBSTANCES	INJURY/ILLNESS	DISEASES/INJURY	10	0	4	0	H	TOOLBOX TALKS	SUPERVISION
DUST	INJURY / ILLNESS	EYESIGHT/LUNGS	10	8	4	0	H	TOOLBOX TALKS / PPE	SUPERVISION
STEEL ERECTION	INJURY	LOSS OF LIMB / FRACTURES	10	10	10	0	H	TOOLBOX TALKS	SUPERVISION

ANNEXURE – B

Hazard, Risk & Near-Miss Register

SITE:		SITE MANAGER:			SITE HSE REP:			
ITEM	DATE	REPORTED BY	WORK AREA	DESCRIPTION OF HAZARD, RISK OR NEAR-MISS		INVESTIGATED BY	REPORT NO	CLOSE-OUT DATE
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C3.6 Annexes

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Annex 4: Targeted Labour Contract Participation Expenditure Report

Annex 5: Targeted Enterprises Contract Participation Expenditure Report

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT



General

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in
electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with
each monthly project labour report. Copies of employment contracts and ID documents are
only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

[illegible]

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



CONTRACT OR WORKS PROJECT NUMBER:				Year		Month		Sheet				
								1 of				

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
												0 0 R -

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent / Representative:	Name		Signature	
	Date			

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor	
--	---	---	--

Name of Sub-contractor (list all)	B-BBEE Status Level of Sub-contractor ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

Signatures

Declared by Contractor to be true and correct:

Date:

Verified by Principal Agent/ Representative

Date:

ANNEX 3

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R	B-BBEE Status Level of Joint Venture	
--	---	--------------------------------------	--

Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ B = A% x P*	Value of JV partner's contribution to date (excl. VAT) ¹ C	Value of JV partner's contribution as a percentage of the work executed to date D = C/P*100
JV Partner A		%	R	R	%
JV Partner B		%	R	R	%
JV Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by Contractor to be true and correct:

Date:

Verified by Principal Agent / Representative

Date:

ANNEX 4

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR: _____

TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO. _____

Value of the contract (as defined in the Preference Schedule) (P*)	R	Specified Targeted Labour Contract Participation Goal	%
--	---	---	---

Name of Contractor/Sub-contractor (list all)	Total previous expenditure on wages in respect of targeted labour	Net Amount for this month ¹	Total expenditure on wages in respect of targeted labour
Contractor	R	R	R
Sub-contractor A	R	R	R
Sub-contractor B	R	R	R

¹ Documentary evidence to be provided	Total:	R
	Expressed as a percentage of P*	%

Signatures

Declared by Contractor to be true and correct: _____

Date _____

Verified by Principal Agent / Representative _____

Date _____

ANNEX 5

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR: _____

TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO. _____

Value of the contract (as defined in the Preference Schedule) (P*)	R	Specified Targeted Enterprises Contract Participation Goal	%
--	---	--	---

Name of targeted enterprise (list all)	Total previous expenditure (excl. VAT) to targeted enterprises	Net Amount for this month ¹	Total expenditure (excl. VAT) to targeted enterprises
Targeted Enterprise A	R	R	R
Targeted Enterprise B	R	R	R
Targeted Enterprise C	R	R	R
¹ Documentary evidence to be provided			R
Total: Expressed as a percentage of P*			%

Signatures

Declared by Contractor to be true and correct: _____ Date _____

Verified by Employer's Agent/
Employer's Agent's Representative: _____ Date _____

Part C4: Site information

Pages

C4	Site information	220
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CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

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TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C4 Site Information

CONTENTS

1. GENERAL
2. WORKS PROJECTS

1. GENERAL

The sites for the Works are those facilities which may be identified within the four areas (Area 1, Area 2, Area 3 and Area 4) in the City of Cape Town municipal area in which Works Projects are to be executed.

Citywide consists of all facilities within Area 1, Area 2, Area 3 and Area 4 in the City of Cape Town municipal area in which Works Projects are to be executed.

2. WORKS PROJECTS

Site specific information will be specified, as required, in the Works Project contract document for a particular Works Project. An example of such a Works Project Document is available upon request to the Employer.

Part C5: Returnable Documents

	Pages
C5.1 List of Returnable Documents	222
C5.2 Returnable Schedules	223 – 264

C5.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in non-erasable **black ink**:

Returnable Schedules that will be incorporated into the Contract

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE	224-225
2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	226 – 227
3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	228
4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	229-230
5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 amended)	231-233
6: DECLARATION OF INTEREST	234
7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO CCT	235
8: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION	236
9: CONFIRMATION OF CCT SUPPLIER DATABASE REGISTRATION	237
10: SCHEDULE OF WORK EXPERIENCE OF TENDERER NOT APPLICABLE	238
11: SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY NOT APPLICABLE ...	239
12: CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION NOT APPLICABLE 240	
13: DETAILS OF QUALIFICATIONS AND EXPERIENCE OF STAFF NOT APPLICABLE	241
14: SCHEDULE OF CONSTRUCTION EQUIPMENT NOT APPLICABLE	242
15: DETAILS OF TENDERER'S WORKSHOP FACILITIES	243
16: SCHEDULE OF SUBCONTRACTORS	244
17: HEALTH AND SAFETY PLAN	245
18: DEVIATIONS AND QUALIFICATIONS BY TENDERER	246
19: FUNCTIONALITY CRITERIA	247-253
20: AREAS AND WORKS PROJECT RANGES OF PREFERENCE	254-255
21: PRICE BASIS FOR IMPORTED RESOURCES	256
22: RECORD OF ADDENDA TO TENDER DOCUMENTS	257
23: PREFERENCE SCHEDULE (where preferences are granted in respect of the HDI and/or Specific Goals	258 – 261
24: APPEAL APPLICATION (ANNEXURE B)	262
25: INFORMATION TO BE PROVIDED WITH THE TENDER	263
26: DECLARATION OF TENDERED RATES SUBMITTED	264

Other documents required for tender evaluation purposes

- a) Joint Venture Agreement (if applicable) - append to Schedule 3.
- b) Health and Safety Plan - append to Schedule 17.
- c) Functionality Criteria - append to Schedule 19.

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CORPORATE SERVICES: FACILITIES MANAGEMENT

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T2.2 Returnable Schedules

NOTE: Certain of the following Returnable Schedules, amended as applicable, will also have to be completed for each Works Project.

CONTRACT NO. 245Q/2024/25

SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONNAIRE

<p>The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.</p>	
<p>Section 1: Name of enterprise:</p>	
<p>Section 2: VAT registration number, if any:</p>	
<p>Section 2a: National Treasury Central Supplier Database registration number :</p>	
<p>Section 2b: SARS Tax Compliance Status PIN :</p>	
<p>Section 3: cidb registration number, if any:</p>	
<p>Section 4: Particulars of sole proprietors and partners in partnerships</p>	
<p><i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i></p>	
<p>Section 5: Particulars of companies and close corporations</p>	
<p>Company registration number</p>	
<p>Close corporation number</p>	
<p>Tax reference number</p>	
<p>Section 6: Foreign Bidding Suppliers</p>	
<p>Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof</p>
<p>Is tenderer a foreign based supplier for the Goods / Services / Works offered?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)</p>
<p>Questionnaire to Bidding Foreign Suppliers</p>	
<p>a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>c) Does the tenderer have a permanent establishment in the Republic of South Africa?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>d) Does the tenderer have any source of income in the Republic of South Africa?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>e) Is the tenderer liable in the Republic of South Africa for any form of taxation?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 2 : CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. **245Q/2024/25: TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN**

in response to the invitation for the tender made by the City of Cape Town, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;

¹Joint 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.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Name

.....
Position

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 3 : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize

Mr/Ms
.....authorised signatory of the company,
close corporation or partnership
....., acting in the capacity
of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note :

A copy of the Joint Venture Agreement, showing clearly the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

CITY OF CAPE TOWN

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SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**
- a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	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, 12 of 2004? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	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"/>
1.4.1	If so, furnish particulars:		
1.5	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"/>
1.5.1	If so, furnish particulars:		

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is true and correct, and accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Signature

Date

Position

Name of Tenderer/Contractor

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

CITY OF CAPE TOWN

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SCHEDULE 5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)

1. No bid will be accepted from:
- 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a City employee, or an entity that employs a City employee, if
 - 1.5.1 the City employee left the City's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the City, or
 - 1.5.3 was involved in a dispute against the City during the previous thirty six (36) months.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
- 3.1 Full Name of tenderer or his or her representative:.....
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
- 3.4 Company or Close Corporation Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
- 3.8.1 If yes, furnish particulars.
-
- 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
- 3.9.1 If yes, furnish particulars
-
-
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.10.1 If yes, furnish particulars.
-

.....
3.11 Are you, aware of any relationship (family, friend, other) between any other supplier and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars
.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.
.....
.....

13.4 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:
.....
.....

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it

Signature

Date

Name (PRINT)

(For and on behalf of the tenderer, duly authorised)

'MSCM Regulations: "in the service of the state" means to be –
(a) a member of –

- (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
 - (c) an official of any municipality or municipal entity;
 - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) an executive member of the accounting authority of any national or provincial public entity; or
 - (f) an employee of Parliament or a provincial legislature.

² *Shareholder*” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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SCHEDULE 6: CONFLICT OF INTEREST

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

YES		NO	
-----	--	----	--

1.1 If yes, the tenderer is required to set out the particulars in the table below:

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

2.1 Any inducement or reward to the CCT for or in connection with the award of this contract; or

2.2 Any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

YES		NO	
-----	--	----	--

If yes, the tenderer is required to set out the particulars in the table below:

Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the CCT, please contact the following:

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

To: THE CITY MANAGER, CITY OF CAPE TOWN
From: _____
(Name of tenderer)

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of abuse of the Supply Chain Management Policy.

Physical Business address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Contract Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 8: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Tenderers must be registered with the relevant Bargaining Council as contained in the tender conditions and must append to this schedule a certificate of compliance / letter of good standing in terms of the relevant Government Gazette that indicates compliance / validity at the time of tender award.

Each party to a Consortium/Joint Venture shall append separate certificates in the above regard.

Declaration in respect of labour legislation

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 9: CONFIRMATION OF CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION

CITY OF CAPE TOWN VENDOR DATABASE REGISTRATION		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 10: SCHEDULE OF WORK EXPERIENCE OF TENDERER

NOT APPLICABLE – REFER TO SCHEDULE 19: FUNCTIONALITY, TABLE A1

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 11: SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY

NOT APPLICABLE

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 12: CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION

NOT APPLICABLE

CITY OF CAPE TOWN

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SCHEDULE 13: DETAILS OF QUALIFICATIONS AND EXPERIENCE OF STAFF

NOT APPLICABLE

Refer to Schedule 19: Functionality Criteria

SIGNED ON BEHALF OF THE TENDERER:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 14: SCHEDULE OF CONSTRUCTION EQUIPMENT

NOT APPLICABLE

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 15: DETAILS OF TENDERER’S WORKSHOP FACILITIES

The tenderer shall state below what technical support centres and repair facilities for the tenderer and/or manufacturer will be available for this Contract and for post contract support.

Technical Support Centre:

.....

.....

Repair facilities:

.....

.....

Address

.....

.....

.....

Number of Artisans Normally

Employed by Firm

.....

Number of Technically Qualified

Persons Employed

Spares held in stock:

.....

.....

.....

.....

.....

.....

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

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TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 16: SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

SUB-CONTRACTORS		
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

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SCHEDULE 17: HEALTH AND SAFETY PLAN

Tenderers are referred to the requirements of Clause C.2.18.4 in Part T1.2 Tender Data and shall append the required draft Health and Safety Plan to this Schedule.

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

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SCHEDULE 18: DEVIATIONS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

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

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	DEVIATION OR QUALIFICATION

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

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SCHEDULE 19: FUNCTIONALITY CRITERIA

The Tenderer shall provide information for the functionality criteria listed in this Returnable Schedule.

The Tenderer's attention is drawn to clause C.2.1.4.3 in the Tender Data for a more detailed explanation of the functionality criteria given in the table below and how the score will be calculated (with applicable values).

The minimum score for functionality is **70**. Tenderers that fail to achieve the minimum score for functionality will be rejected.

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

Functionality Criteria Applicable to all Work Projects value ranges

Note to tenderer: The tenderer shall provide details of previous relevant experience required for the functionality evaluation of this tender. Evaluation will be in terms of the minimum score for functionality described in Volume 1, C2.1.4.3. Comparable Projects listed shall comply with the requirements defined in Evaluation Criterion 1 of C2.1.4.3.

The Tenderer must list Comparable Projects where the Tenderer was appointed and completed the project as prime contractor or joint venture member.

Please note that the functionality tables (A1, A2 and A3) below apply to all Works Project value ranges. Therefore, tenderers are strongly encouraged to provide the maximum that the tenderer can provide for each criterion.

For example, a 3ME tenderer bidding on Works Projects in the value ranges of from R0 up to R500 000: 1ME or higher and from R1 000 001 up to R3,000,000: 3ME or higher provides nine comparable projects that meet the required criteria. This will qualify the tenderer as having achieved the maximum functionality requirements for criterion 1 for both project value ranges.

The first line in the table below is illustrative of the manner in which information must be presented to attain optimum scoring outcomes.

Table A1: Demonstrated experience of the tendering entity with respect to completed comparable projects within the last 5 years

	Contract/Project Title	Description of completed comparable Project (tick option for each project)			Value of works incl. VAT (R)	Completion date	Job completion certificate or Final Invoice appended. (Purchase Order for routine project, if applicable) (Y/N)	Project Reference Name, Capacity, Active contact details – Include both cell and email address of current client contact)
		Supply and Installation of Heating, Ventilation and Air Conditioning (HVAC) systems	Repairs and Maintenance of Heating, Ventilation and Air Conditioning (HVAC) systems	Servicing of Air Conditioning (HVAC) systems				
eg	Replacement of 4 x Window/Wall inverter units and servicing of 4 x console units at Parow Park Pump Station	✓		✓	R65 000.00	08/2023	Yes, Job Completion Certificate	Name: Mr J Jacobs PrEng Capacity: Principal Agent Contact Details: Cell: 082 123 XX67 Email: J.Jacobs@xxx.com

1								Name:
								Capacity:
								Contact Details
								Cell:
								Email:
2								Name:
								Capacity:
								Contact Details
								Cell:
								Email:
3								Name:
								Capacity:
								Contact Details
								Cell:
								Email:

4								Name:
								Capacity:
								Contact Details
								Cell:
								Email:
5								Name:
								Capacity:
								Contact Details
								Cell:
								Email:
6								Name:
								Capacity:
								Contact Details
								Cell:
								Email:
7								Name:
								Capacity:
								Contact Details
								Cell:

								Email:
8								Name:
								Capacity:
								Contact Details Cell: Email:
9								Name:
								Capacity:
								Contact Details Cell: Email:
10								Name:
								Capacity:
								Contact Details Cell: Email:

Table A2: Trade tested Air- Conditioning and Refrigeration technician/SAQCC Gas Authorized Practitioners

The first line in the table below is illustrative of the manner in which information must be presented to attain optimum scoring outcomes.

A Copy/Copies of the Air-Conditioning & Refrigeration Trade Test certificate(s) and a Copy/Copies of the SAQCC Authorized Practitioner Card of a practitioner(s) should be appended.

	Full Name and Surname	Certified copy of trade test appended (Y/N)	Trade test certificate number	SAQCC card appended (Y/N)	SAQCC - SARACCA registration number	SAQCC - SARACCA Category (Tick option)				Contact details of trade tested Air-conditioning and Refrigeration technician and SAQCC Gas authorized practitioner
						A2	A3	A4	B6	
eg.	Mr Johan Jacobs	Yes, Certified Trade test certificate appended	201200	Yes, SAQCC card appended	10900	✓				Email: J.Jacobs@....com Cell: 060 896 XX25
1										
2										

Table A3: Trade tested Electrician in the employ of the tendering company

A Copy of the Electricians Trade Test certificate should be appended

	Full Name and Surname	Electrical Trade test certificate number	Years of post trade test certificate experience (Tick option)			Copy of certified valid Electrical trade test certificate appended (Y/N)	Contact details of Electrician
			Less than 1 year	Greater than 1 but less than 3 years	Equal to or greater than 3 years		
eg.	Mr Shaun Jacobs	16587		✓		Yes, Certified valid Electrical trade test certificate appended	Email: S.Jacobs@....com Cell: 060 896 XX25
1							

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

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SCHEDULE 20: AREAS AND WORKS PROJECT RANGES OF PREFERENCE

The Tenderer shall

- a) complete this Areas of Preference and Works Project value ranges schedule to indicate the tenderers preferred areas and Work Project value ranges, where the Tenderer has submitted rates for more than one area and or Work Project value range;
- b) if submitting rates for only one area or Works Project value range, insert such the first area/Works Project value range of preference.

Bidders are to indicate the areas and Works Project Value ranges tendered for and their order of preference in the table below.

The table below is illustrative example of the manner in which information must be presented.

Works Project Range	Area	Tendered for: Indicated (Y/N)	Awards of preference (ie. 1st, 2nd, 3rd, 4th, 5 th or 6 th)
From R0 up to R500 000: 1ME or Higher	Area 1	Y	3rd
	Area 2	N	-
	Area 3	N	-
	Area 4	Y	2nd
From R500 001 up to R1 000 000: 2ME or Higher	Citywide	N	-
From R1 000 001 up to R3 000 000: 3ME or Higher	Citywide	Y	1st

Tenderers are to complete the table below indicating Areas/Works Project ranges of preference

Works Project Range	Area	Tendered for: Indicated (Y/N)	Awards of preference (ie. 1st, 2nd, 3rd, 4th, 5 th or 6 th)
From R0 up to R500 000: 1ME or Higher	Area 1		
	Area 2		
	Area 3		
	Area 4		
From R500 001 up to R1 000 000: 2ME or Higher	Citywide		
From R1 000 001 up to R3 000 000: 3ME or Higher	Citywide		

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 21: PRICE BASIS FOR IMPORTED RESOURCES

[illegible]

Note that any Resources not inserted in this schedule shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment. The BASE DATE referred to in column (B) will be 7 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

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SCHEDULE 22: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

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TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 23: PREFERENCE SCHEDULE

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90 or 80
SPECIFIC GOALS	10 or 20
Total points for Price and SPECIFIC GOALS	100

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

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

Definitions

The following definitions shall apply to this schedule:

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender	3		5	
Race	3		5	
Disability	1		3	
Promotion of Micro and Small Enterprises	3		7	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 24: APPEAL APPLICATION (ANNEXURE B)

annexure 'B'

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receiving machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____
DATE: _____

SAP GL:
810100

PROFIT CENTRE:
130500001

NAME/COMPANY NAME:

AMOUNT:
R 300 - 00

SERVICE DEPARTMENT DETAILS-
DEPARTMENT: LEGAL SERVICES: APPEALS UNIT
CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE
PHONE NO: 021 400 2503 / 021 400 3788

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receiving machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____
DATE: _____

SAP GL:
810100

PROFIT CENTRE:
130500001

NAME/COMPANY NAME:

AMOUNT:
R 300 - 00

SERVICE DEPARTMENT DETAILS-
DEPARTMENT: LEGAL SERVICES: APPEALS UNIT
CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE
PHONE NO: 021 400 2503 / 021 400 3788

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P.O BOX 298 CAPE TOWN 8000
www.capetown.gov.za

Making progress possible. Together.

Contract
Part C5 Returnable Documents
Reference No. 245Q/2024/25

262

C5.2
Returnable Schedules

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 25: INFORMATION TO BE PROVIDED WITH THE TENDER

The following information shall be provided with the Tender:

- a. The various technical details and data required by the Technical Data Sheets and information required in the Returnable Schedules (Section C3.11).
- b. Documentary Evidence of Specific goals (as claimed in Schedule 23)
- c. Functionality – Schedule 19 – applicable certificates and job cards and job completion certificates and invoices

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

CORPORATE SERVICES: FACILITIES MANAGEMENT

CONTRACT NO. 245Q/2024/25

TERM TENDER FOR THE SUPPLY, INSTALLATION, REPAIRS AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT VARIOUS MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 26: DECLARATION OF TENDERED RATES SUBMITTED

I, the undersigned, in submitting this tender for Contract 245Q/2024/25 in response to the invitation for the tender made by the City of Cape Town, do hereby make the following statements that I certify to be true and complete in every respect:
I certify, on behalf of: _____ that:
(Name of Tenderer)

- 1. I have read and I understood the contents of this Certificate
- 2. I understand that as per clause 22.4 of the Municipal Supply Chain Management Regulations, 2005, "Where bids are requested in electronic format, such bids must be supplemented by sealed hard copies."
- 3. I understand that I am required to submit one (1) electronic/excel copy (on a USB Flash drive), and one (1) hardcopy (printed) of the Schedule of Rates, and that both copies submitted are to be in the same format as those issued by the Employer.
- 4. I confirm that both the hardcopy and electronic copy of rates submitted with this tender are a replica of each other.
- 5. I understand that if there is found to be any variance in rates between the printed (hardcopy) schedule and the electronic copy submitted, the printed copy shall stand.
- 6. I accept that if/when a Notice to Tenderer (NTT) is issued by the Employer for changes relevant to the Schedule of Rates, I will be required to attach the respective addenda separately to that which has been issued with the original document.

SIGNED ON BEHALF OF TENDERER: