



TENDER NO: 236S/2022/23

THE PROVISION OF HVAC & MECHANICAL PUMP MAINTENANCE AND EVENT SUPPORT SERVICES FOR THE CAPE TOWN STADIUM (CTS)

CONTRACT PERIOD: 01 JULY 2023, NOT EXCEEDING 3 FINANCIAL YEARS

V5

CLOSING DATE: 14 February 2023

CLOSING TIME: 10:00

TENDER BOX NUMBER: 135

TENDER FEE: **R 200.00** Non-refundable tender fee payable to Cape Town Stadium (RF) SOC Limited for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

| TENDERER | |
|--|--|
| NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual | |
| TRADING AS (if different from above) | |
| TOTAL BID PRICE (Incl. VAT) – Page 12 | |
| B-BBEE LEVEL CLAIMED | |

| |
|--|
| ISSUED BY: |
| Cape Town Stadium (RF) SOC Limited Fritz Sonnenberg Rd, Green Point, Cape Town, 8051 |

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| TENDER SERIAL NO.: |
| SIGNATURES OF CITY OFFICIALS AT TENDER OPENING |
| 1 |
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(1) GENERAL TENDER INFORMATION

| | | |
|--|---|---|
| TENDER ADVERTISED | : | 09 December 2022 |
| CLARIFICATION MEETING | : | Not Compulsory, But Strongly Recommended. |
| VENUE FOR SITE VISIT/CLARIFICATION MEETING | : | Thursday 26 January 2023 , at the DHL Stadium, Fritz Sonnenberg Road, Cape Town, Entrance Gate 00, Parking Level 01, Foyer A , 1st Floor South Conference Room at 10:00-11:30 . |
| TENDER BOX & ADDRESS | : | Tender Box as per front cover at the City of Cape Town, Tender & Quotation Boxes 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 documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "236S/2022/23: THE PROVISION OF HVAC & MECHANICAL PUMP MAINTENANCE AND EVENT SUPPORT SERVICES FOR THE CAPE TOWN STADIUM (CTS)" , the Cape Town Stadium tender box No 135 and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. |
| DHL STADIUM TENDER REPRESENTATIVE (TECHNICAL) : | | Allen Pietersen |
| DHL STADIUM TENDER REPRESENTATIVE (ADMINISTRATIVE): | | Blake D'Oliveira |
| Email: | | Blake.DOliveira@capetown.gov.za |

(2) DETAILS OF TENDERER**1.1 Type of Entity** (Please tick one box)

- ☐ Individual / Sole Proprietor
 ☐ Close Corporation
 ☐ Company
- ☐ Partnership or Joint Venture or Consortium
 ☐ Trust
 ☐ Other:

1.2 Required Details (Please provide applicable details in full):

| | |
|---|--|
| Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor | |
| Trading as (if different from above) | |
| Company / Close Corporation registration number (if applicable) | |
| Postal address | Postal Code _____ |
| Physical address (Chosen domicilium citandi et executandi) | Postal Code _____ |
| Contact details of the person duly authorised to represent the tenderer | Name: Mr/Ms _____ (Name & Surname) Telephone:(____) _____ Fax:(____) _____ Cellular Telephone: _____ E-mail address: _____ |
| Income tax number | |
| VAT registration number | |
| SARS Tax Compliance Status PIN | |
| City of Cape Town Supplier Database Registration Number (See Conditions of Tender) | |
| National Treasury Central Supplier Database registration number (See Conditions of Tender) | |
| [•] Registration Number | |

(3) FORM OF OFFER AND ACCEPTANCE**TENDER NO. 236S/2022/23: THE PROVISION OF HVAC & MECHANICAL PUMP MAINTENANCE AND EVENT SUPPORT SERVICES FOR THE CAPE TOWN STADIUM (CTS)****PART A (TO BE FILLED IN BY TENDERER):****2.1 Required Details** (Please provide applicable details in full):

| | |
|--|--|
| Name of Tendering Entity* (“the tenderer”) | |
| Trading as (if different from above) | |

AND WHO IS represented herein by: (full names of signatory) _____

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation) _____

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the Cape Town Stadium (RF) SOC Limited;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to render all or any of the services described in the tender document to the Cape Town Stadium (RF) SOC Limited in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the Price Schedule (**Section 3**).
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

Signature(s)

Print name(s):
On behalf of the tenderer (duly authorised)

Date

| INITIALS OF CTS OFFICIALS | | |
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FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 236S/2022/23: THE PROVISION OF HVAC & MECHANICAL PUMP MAINTENANCE AND EVENT SUPPORT SERVICES FOR THE CAPE TOWN STADIUM (CTS)

PART B (TO BE FILLED IN BY DHL STADIUM (RF) SOC LIMITED)

By signing this *Form of Offer and Acceptance* the DHL Stadium (also referred to as the 'Purchaser'):

1. accepts the offer submitted by **(DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "SUPPLIER")** _____ ,
thereby concluding a contract with the supplier for a contract period commencing on [•] and terminating on [•];
2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____
(PLACE) (DD) (MM) (YY)

Signature(s) and stamp of
The CEO of Cape Town Stadium (RF) SOC Ltd

Print name(s):
(duly authorised in terms of the authorities
Framework as approved by board of Directors,
Cape Town Stadium (RF) SOC Ltd.

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FORM OF OFFER AND ACCEPTANCE (continued)**(TO BE FILLED IN BY THE CAPE TOWN STADIUM (RF) SOC LTD)****Schedule of Deviations****Notes:**

1. The extent of deviations from the tender documents issued by the DHL Stadium 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

Details

.....

2 Subject

Details

.....

.....

3 Subject

Details

.....

4 Subject

Details

.....

By the duly authorised representatives signing this agreement, the DHL Stadium and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document 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 DHL Stadium 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.

INITIALS OF CTS OFFICIALS

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(4) PRICE SCHEDULE

Pricing Instructions:

- 4.1 Prices must be quoted in South African currency and be **exclusive of value-added tax (VAT)**. VAT must be displayed separately on the invoices (if applicable).
- 4.2 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 14 days before the closing time stated in the General Tender Information.
- 4.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 4.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 4.5 Prices must be given according to the units in this Schedule.
- 4.6 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 4.7 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **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, may be interpreted as no offer having been submitted and may deem the entire offer non-responsive.**
- 4.7.1 Where no rate has been entered, CTS will provide the bidder with an opportunity to confirm where the line item is to be evaluated at a nil rate, i.e. that there is no charge for that item. Bidders will not be allowed to submit a new or revised rate in the above instance and should the bidder not confirm that the item is to be evaluated at a nil rate, then the offer will be deemed non-responsive.
- 4.8 Prices tendered below shall be subject to adjustment in accordance with **Schedule 8**. Firm prices will not be considered for the duration of the Contract and the tender will be declared non-responsive unless in accordance with Schedule 8.
- 4.9 The CTS intends to appoint one (1) Service Provider only.
- 4.10 Any additional cost that may occur (other than specified in the relevant Site Order / Works Document) must be specified by the Contractor and presented in writing to the client for approval before being incurred.
- 4.11 Tenderers must ensure that at all times they comply with any legislation which in any manner whatsoever impacts upon the employment, conditions of service and pay rates of employees.
- 4.12 The rights fee to be paid on an annual basis on the anniversary date. Year two (2) and three (3) will be subject to adjustment in accordance with **Schedule 8**.
- 4.13 The event fee payable to Cape Town Stadium will stay at 15% per invoice (for events attended) for the duration of the contract.
- 4.14 Tenderers are required to price for all items as per the Pricing Schedule, **failing which will deem the tenderer non-responsive.**

Schedule A: - Monthly Service and Maintenance Cost

Note: The below indicated quantities are estimates based on historical tenders, but are in no way a guarantee of services to be rendered. The quantities are for evaluation purposes only.

| Item | Description | Location | UoM | Est. Quant. (A) | Rate per Unit (excl. VAT) (R) (B) | Monthly Rate (R) (excl. VAT) (AxB=C) |
|----------------------------|---|----------------------------|------|-----------------|-----------------------------------|--------------------------------------|
| 1 | Contracts Management | | | | | |
| 1.1 | Contracts Administration | All areas | Each | 1 | | R..... |
| Sub-total of item 1 | | | | | | R..... |
| 2 | Daikin Water-cooled Variable Refrigerant Volume (VRV) System | | | | | |
| 2.1 | VRV Water-cooled Condensing Units | NW & SW Plants (old & new) | Each | 48 | | R..... |
| 2.2 | VRV Water-cooled Indoor Units | Stadium | Each | 128 | | R..... |
| 2.3 | BMS Control System - Metasys | Stadium | Each | 1 | | R..... |
| 2.4 | Main DB's (Distribution Boards) | NW & SW Plants | Each | 6 | | R..... |
| 2.5 | Flood Control DB | NW Plant | Each | 1 | | R..... |
| 2.6 | Cooling Towers – Closed Circuit | VRV System | Each | 2 | | R..... |
| 2.7 | Pumps – circulating | VRV System | Each | 2 | | R..... |
| 2.8 | Water Treatment Plant/Systems | VRV/Cooling Towers | Each | 1 | | R..... |
| 2.9 | Cooling Towers - DB's | Stadium | Each | 4 | | R..... |
| Sub-total of item 2 | | | | | | R..... |
| 3 | Daikin Air-cooled Variable Refrigerant Volume (VRV) System | | | | | |
| 3.1 | Daikin Air-cooled Condensing Units | L01 Service Plenum - East | Each | 6 | | R..... |
| 3.2 | Daikin Air-cooled Indoor Units | L05 Lounge - East | Each | 6 | | R..... |

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| Item | Description | Location | UoM | Est. Quant. (A) | Rate per Unit (excl. VAT) (R) (B) | Monthly Rate (R) (excl. VAT) (AxB=C) |
|----------------------------|--|------------------------------|------|-----------------|-----------------------------------|--------------------------------------|
| 3.3 | Daikin Air-cooled Condensing Units | L01 Parking - East | Each | 12 | | R..... |
| 3.4 | Daikin Air-cooled Indoor Units | L06. L07 & L08 Suites - East | Each | 4 | | R..... |
| Sub-total of item 3 | | | | | | R..... |
| 4 | Other Types Air-conditioning/Refrigeration | | | | | |
| 4.1 | Split Direct Expansion (DX) Units | Electronic Rooms | Each | 67 | | R..... |
| 4.2 | Split Direct Expansion (DX) Units | MIS Control Room | Each | 1 | | R..... |
| 4.3 | Ducted Hideaway Split Type Units | Commentary Booths | Each | 3 | | R..... |
| 4.4 | Ducted Split Type Units | Big Screen Enclosures | Each | 4 | | R..... |
| 4.5 | Console Units | Office Areas | Each | 45 | | R..... |
| 4.6 | Cold Rooms | Kiosk | Each | 5 | | R..... |
| 4.7 | Ice Machines | Player's & kitchens | Each | 16 | | R..... |
| Sub-total of item 4 | | | | | | R..... |
| 5 | Ventilation Systems | | | | | |
| 5.1 | Ventilation Fans | Stadium | Each | 108 | | R..... |
| 5.2 | Sub-Station Fans | Stadium | Each | 42 | | R..... |
| 5.3 | Sub-Station filtration systems | Stadium | Each | 25 | | R..... |
| 5.4 | Dampers - Fire & Smoke | Stadium | Each | 163 | | R..... |
| 5.5 | Extraction System-Veritech Enviro Units, canopies, ducting & associated controls | Kitchens & Kiosks | Each | 12 | | R..... |

| INITIALS OF CTS OFFICIALS | | |
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| Item | Description | Location | UoM | Est. Quant. (A) | Rate per Unit (excl. VAT) (R) (B) | Monthly Rate (R) (excl. VAT) (AxB=C) |
|-------------------------|--|-------------------------|------|-----------------|-----------------------------------|--------------------------------------|
| 5.6 | Extraction System-Veritech Enviro Units exhaust canopy & duct cleaning | Kitchens & Kiosks | Each | 12 | | R..... |
| 5.7 | Smoke - extraction ventilation | Change Rooms & L08 West | Each | 2 | | R..... |
| 5.8 | Waste Rooms - Centrifugal fans & associated controls | L02 Waste Rooms | Each | 8 | | R..... |
| 5.9 | Filtered fresh air systems | L06-08 West & East | Each | 42 | | R..... |
| 5.10 | Extraction fan system | L06-08 West & East | Each | 31 | | R..... |
| 5.11 | Inline fan system | L06-08 West & East | Each | 8 | | R..... |
| 5.12 | Ventilation DB's | Stadium | Each | 41 | | R..... |
| 5.13 | Ventilation DB's (new sub-DB's) | L07-08 West & East | Each | 4 | | R..... |
| Sub-total item 5 | | | | | | R..... |
| 6 | Catering Equipment | | | | | |
| 6.1 | Stainless Multi Convection Steamer | Kitchens & Kiosks | Each | 10 | | R..... |
| 6.2 | Electric 2 x 20 liter Stainless Steel Fryer | Kitchens & Kiosks | Each | 10 | | R..... |
| 6.3 | Stainless Steel Bain Marie Hot Closets | Kitchens & Kiosks | Each | 8 | | R..... |
| 6.4 | Stainless Steel Electric Flat Top | Kitchens & Kiosks | Each | 10 | | R..... |
| 6.5 | Upright Warmer Cabinets | Kitchens & Kiosks | Each | 30 | | R..... |
| 6.6 | Upright Freezer Units-Double Door | Kitchens & Kiosks | Each | 7 | | R..... |

| INITIALS OF CTS OFFICIALS | | |
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| Item | Description | Location | UoM | Est. Quant. (A) | Rate per Unit (excl. VAT) (R) (B) | Monthly Rate (R) (excl. VAT) (AxB=C) |
|--|---|--------------------------------|------|-----------------|-----------------------------------|--------------------------------------|
| Sub-total of item 6 | | | | | | R..... |
| 7 | Pumps | | | | | |
| 7.1 | Booster Pump Station - Domestic Supply | West VIP | Each | 1 | | R..... |
| 7.2 | Moat Pump-Submersible | Moat | Each | 2 | | R..... |
| 7.3 | Moat Pump-Centrifugal | Moat | Each | 3 | | R..... |
| 7.4 | Electrical Tunnel-Submersible pump | Tunnel | Each | 1 | | R..... |
| 7.5 | Subsoil Drainage-Submersible Pump | Bus Entrance | Each | 2 | | R..... |
| 7.6 | Booster Pump Sets-Associated VSD and controls | L00 N & S, feeding L06 | Each | 2 | | R..... |
| 7.7 | Booster Pump Sets-Associated VSD and controls | L00 feeding West & East L06-08 | Each | 2 | | R..... |
| 7.8 | Jacuzzi Heat Pumps incl. associated pumps, controls, solenoids & piping | Jacuzzi Plant Rooms | Each | 6 | | R..... |
| Sub-total of item 7 | | | | | | R..... |
| Total Bid Price for Evaluation Purposes | | | | | | |
| Total Price (Sum) for Items 1- 7 | | | | | | R..... |
| VAT @ 15% | | | | | | R..... |
| Total Bid Price, Incl. VAT | | | | | | R..... |

Note:

- All rates to exclude VAT (Value Added Tax)
- All rates (B) & totals (C) to be completed or the submission may be classed as non-responsive

| INITIALS OF CTS OFFICIALS | | |
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Schedule B – Labour Rates (Events, ad hoc requests and emergency services labour rates).**(A) Week Day Normal Time: 08h00 to 17h00 (Monday to Friday)****(B) Week Day Overtime: 17h01 to 07h59 (Monday to Friday & Saturday All Day)****(C) Sunday & Public Holiday Overtime: All Day**

| Item | Description | Unit of Measurement | (A) Week day normal time (Excl VAT) |
|-------|---------------------------------|---------------------|--|
| 2.1.1 | HVAC Mechanic / Technician | Per Hour | R..... |
| 2.2.1 | HVAC Assistant | Per Hour | R..... |
| 2.3.1 | BMS Technician | Per Hour | R..... |
| 2.4.1 | Catering Equipment Technician | Per Hour | R..... |
| 2.5.1 | Electrician - Qualified Artisan | Per Hour | R..... |
| 2.6.1 | Safety Officer | Per Hour | R..... |

| Item | Description | Unit of Measurement | (B) Weekday Overtime , incl Saturday (Excl VAT) |
|-------|---------------------------------|---------------------|---|
| 2.1.2 | HVAC Mechanic / Technician | Per Hour | R..... |
| 2.2.2 | HVAC Assistant | Per Hour | R..... |
| 2.3.2 | BMS Technician | Per Hour | R..... |
| 2.4.2 | Catering Equipment Technician | Per Hour | R..... |
| 2.5.2 | Electrician - Qualified Artisan | Per Hour | R..... |
| 2.6.2 | Safety Officer | Per Hour | R..... |

| Item | Description | Unit of Measurement | (C) Sunday & Public Holiday overtime (Excl VAT) |
|-------|-------------------------------|---------------------|---|
| 2.1.3 | HVAC Mechanic / Technician | Per Hour | R..... |
| 2.2.3 | HVAC Assistant | Per Hour | R..... |
| 2.3.3 | BMS Technician | Per Hour | R..... |
| 2.4.3 | Catering Equipment Technician | Per Hour | R..... |

| INITIALS OF CTS OFFICIALS | | |
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| Item | Description | Unit of Measurement | (C) Sunday & Public Holiday overtime (Excl VAT) |
|-------|---------------------------------|---------------------|---|
| 2.5.3 | Electrician - Qualified Artisan | Per Hour | R..... |
| 2.6.3 | Safety Officer | Per Hour | R..... |

Schedule C - Items not covered in tender specification

| Item | Description | (A) Percentage Up (%) | Mark |
|------|---|-----------------------|------|
| 3.1 | RATES FOR MATERIAL ITEMS NOT COVERED BY THE MAINTENANCE AGREEMENT | | |
| | Profit Margin / Mark-up (%) | | % |
| 3.2 | RATES FOR SPECIALIZED EQUIPMENT RENTAL NOT COVERED BY THE MAINTENANCE AGREEMENT | | |
| | Profit Margin / Mark-up (%) | | % |
| 3.3 | RATES FOR PROVISION OF SPECIALIZED SERVICES NOT COVERED BY THE MAINTENANCE AGREEMENT | | |
| | Profit Margin / Mark-up (%) | | % |

NOTE: Proposed mark-ups of greater-than 10% may not be considered market-related, and CTS may require bidders to justify the proposed mark-up during evaluation. Should a mark-up of greater-than 10% be submitted, it will be subject to negotiation of the final unit rates and fees applicable to the contract (i.e. in line with Section 24 of the CTS SCM Policy).

Schedule D – Revenue Based Offer

| Item | Description | Unit | Contribution Tendered Rate (amount <u>excluding VAT</u>) payable to the Cape Town Stadium |
|------|----------------|-----------|--|
| 4.1 | Rights Fee (*) | Annually | R 92 000 |
| 4.2 | Event Fee (**) | per event | 15% based on invoice |

(*) Right to refer your company as a "preferred supplier to the CTS" in their designated field of expertise. Right to negotiate additional branding inventory including signage, LED and screen space.

(**) 15% all invoices generated off event invoices directly secured from the CTS – Labour only.

| INITIALS OF CTS OFFICIALS | | |
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(5) SPECIFICATION(S)**5.1 Purpose**

- 5.1.1 The Cape Town Stadium (RF) SOC Limited (CTS) is the Municipal Entity responsible for the operations of the DHL Stadium. Part of the responsibility of CTS is the commercialisation of DHL Stadium. As part of this initiative, CTS has put in place a commercial framework for the delivery of services at DHL Stadium.

In order to implement the commercial framework, CTS has undertaken agreements with hospitality and conferencing services providers who render event, as well as food and beverage services to its clients. While each contract is awarded separately, there is an interdependence between the service providers appointed by CTS. Service providers are required to work together in the delivery of service to Cape Town Stadium and its commercial clients.

- 5.1.2 The purpose of this tender is to solicit bids for the provision of applicable HVAC & Pump maintenance services within the Cape Town Stadium. The appointed tenderer shall maintain the facilities, equipment and systems and provide suitable attendance/assistance at certain events. Thus, keeping the equipment operational and safe for general use.

This document represents the whole specification for routine maintenance and incident response requirements of the heating, ventilation, pumps, catering equipment and air conditioning equipment for the Cape Town Stadium only.

The successful tenderer will be appointed for a period of up to 3 years, ending 30 June 2026; with the last 12 months of the contract (i.e. 01 July 2025 to 30 June 2026) being implemented at the sole discretion of the CTS.

- 5.1.3 The contracted activities will include, but not be limited to, the following:
- 5.1.3.1 The planned routine preventive maintenance services of the plant and equipment, and the routine replacement of consumables and wear-and-tear items covered in a maintenance agreement
 - 5.1.3.2 Unplanned emergency activities, including the replacement of defective parts in the event of breakdown. The Contractor is expected to hold or have prompt access to critical parts to ensure that unforeseen disruptions are minimized
 - 5.1.3.3 The procurement of materials as may become necessary outside of the routine preventive maintenance plan
 - 5.1.3.4 Reporting on the performance and maintenance status on a regular (monthly) basis
- 5.1.4 During the duration of the contract and if the need arises, maintenance activities could arise due to additional equipment (relevant to the expertise pertaining to this contract) being added to the facilities portfolio. Any pricing for the additional work within this contract has to be based on the rates or fees provided as per the Pricing Schedules.

5.2 Overview of Scope

- 5.2.1 This specification provides for the maintenance of HVAC & Pump equipment, event preparation and execution and applicable associated tasks within the Cape Town Stadium.
- 5.2.2 The onus shall be on the tenderer to ensure that the services offered are fully compatible with the existing Stadium's plant, equipment and associated configuration. Tenderers will be required to demonstrate this compatibility.

- 5.2.3 Only tenderers with sufficient capacity in terms of technical staff and competency will be regarded as responsive.
- 5.2.3 No minimum order quantities are no guaranteed. The exact quantities are not known in certain cases and accordingly, tenderers have been asked to indicate unit prices.
- 5.2.4 The Department of Labour published the "Pressure Equipment Regulations" in the Government Gazette (July 2009) and is part of the Occupational Health and Safety Act Number 85 of 1993. These regulations came into effect on 01 October 2009. The SANS 10147-2014 (Refrigerating systems including plants associated with air-conditioning systems) was included in the program.

Regulation 1: (Definitions) "*Authorised Person*" means (inter-alia) "*a person who is registered as competent within the scope of work for which an organisation [South African Qualifications and Certification Committee for Gas (SAQCC-Gas)] approved/mandated by the chief inspector has registered that person*".

This means that all gas practitioners need to be trained and assessed as competent within the scope of their work. After being found competent, they need to register on a database with SAQCC-Gas, in order to obtain their license card as required by law.

Clause 2(1) of the PER states:

"Scope of Application: These Regulations shall apply to the design, manufacture, operation, repair, modification, maintenance, inspection, and testing of pressure equipment with a design pressure equal to or greater than 50kPa....."

- 5.2.5 The successful tenderer is expected to monitor, maintain & operate the Johnsons Control Metasys Building Management System. There is a maintenance contract for physical maintenance of this system and the successful tenderer will be expected to work in close relationship with the contractor appointed in that tender.

In order to maintain Johnson Controls standard of quality service and product support, Johnson Controls have developed Sole Agency and Distributor's Agreement's with its licensed Distributors. It will be the responsibility of the successful tenderer to ensure it obtains approvals and/licensing from Johnson Controls in order to be responsible for all product supply, support and service and commissioning within the designated area.

- 5.2.6 The onus shall be on the Tenderer to ensure that the material and equipment delivered, function in accordance with the requirements to this tender's specifications.
- 5.2.7 Over and above the Johnson Control system, the successful tenderer shall provide verifiable proof of accreditation, certification or any other relevant documentation as demonstration of technical compliance and experience in maintaining all the described equipment and systems in this specification. Specific reference to manufacturer (and if possible, type and model) is required.

If the tenderer is not the accredited agent of the supplier of the equipment, the tenderer is to provide details of their proposed sub-contractors who will perform this work, along with an agreement between the parties/companies as to the nature of the relationship and explanation of the roles, responsibilities and accountabilities. Bidders may also conclude such an agreement through a Joint Venture or Consortium.

- 5.2.8 An onsite team is to be deployed as a standard service offering. The team shall consist of at least one (1) competent HVAC Mechanic and a minimum of two (2) semi-skilled mechanical/HVAC assistants/learners/apprentices, who will be responsible for adherence to the preventative maintenance schedule, identification and resolution of corrective works, event attendance and initial response to reported emergency situations. Office facilities and suitable storage facilities for materials, critical spares and tools will be made available. The team's primary base will be Cape Town Stadium. The successful bidder must ensure that the team is equipped with all equipment necessary for them to perform their function.

5.3 Applicable Standards

- 5.3.1 The latest approved revisions of the following documents apply, but not limited to these standards:
- All relative documentation will comply with the latest amendment of the following standards, codes and statutory requirements, stipulations, regulations and provisions and all workmanship shall be carried out in accordance with the relevant safety procedures:
 - Environmental Conservation Act No. 73 of 1989
 - The Occupational Health and Safety Act, Act No 85 of 1993
 - PER (Pressure Equipment Regulations)
 - Municipal by-laws and Local Governing Body
 - Local Fire-Brigade Regulations
 - National Building Regulations SANS 10400
 - SANS 10147: 2014 Edition 5
 - The SABS Code of Practice for the Wiring of Premises, SANS 10142-1
 - SANS 347: 2007
 - All applicable SANS specifications, or BS specifications where no SANS specifications exist
 - Manufacturer's maintenance specifications
 - The as-built record and maintenance manuals

5.5 Overview of Equipment

- 5.5.1 List of equipment to be maintained at Cape Town Stadium (CTS)

5.5.1.1 Air conditioning equipment

- a. Existing Daikin water-cooled Variable Refrigerant Volume (VRV) System, consisting of;
- Cooling towers – 2 off
 - Water treatment – 1 off
 - Condenser water pump sets – 2 off
 - Condenser water pump VSD's – 2 off
 - Water-cooled VRV condensing units – 32 off
 - Water-cooled VRV indoor units – 118 off
 - In-line water heaters – 32 off
 - In-line circulation pumps – 32 off
 - Grilles – 515 off
 - Diffusers – 558 off
 - BMS Control System – 1 off
 - Plant room Distribution Boards (DB's) – 2 off
 - Cooling Towers Distribution Boards (DB's) – 1 off

- b. New Daikin water-cooled Variable Refrigerant Volume (VRV) System, consisting of;
 - Water-cooled VRV condensing units – 16 off
 - Water-cooled VRV indoor units – 11 off (potential to be amended as need arises)
- c. Existing Daikin Air-cooled VRV System, consisting of;
 - Air-cooled VRV condensing units (Level 01) – 6 off
 - Air-cooled VRV indoor units (Level 05) – 6 off
- d. New Daikin Air-cooled VRV System, consisting of;
 - Air-cooled VRV condensing units (Level 01) – 12 off
 - Air-cooled VRV indoor units (Level 06) – 4 off (potential to be amended as need arises)
- e. Additional Systems
 - DX Split units – 59 off (Electronic Rooms - existing)
 - DX Split units – 8 off (Electronic Rooms - new)
 - Ducted hideaway units – 3 off (Commentary Booths)
 - Console units – 45 off (Office areas)
 - Heat pumps – 6 off (Jacuzzi Rooms)
 - Ducted Split units – 4 off (LED Big Screens)
- f. List of Refrigeration equipment to be maintained (CTS)
 - Ice Machines existing – 8 of 11 operational
 - Ice Machines new – 8 off
 - Cold Rooms – 5 off
- g. List of catering equipment to be maintained (CTS)
 - Stainless Multi Convection Steamer – 10 off
 - Electric 2 x 20 litre Stainless Steel Fryer – 10 off
 - Stainless Steel Bain Marie Hot Closets – 8 off
 - Stainless Steel Electric Flat Top – 10 off
 - Upright Warmer Cabinets – 30 off
 - Upright Freezer Units, Double Door - 7 off
- h. Appliances (various kitchen & kiosk equipment appliances to be repaired on a “run to fail” principle, based on the approved maintenance agreement mark-up rates)
 - Fridges
 - Chest Freezers
- i. List of Ventilation equipment to be maintained (CTS)
 - Stadium fans – 108 off
 - Sub Station fans – 42 off
 - Sub Station filtration systems – 25 off
 - Coalescer = 58
 - Washable Pleated = 65
 - Kitchen & Kiosk Extraction Systems – 12 off
 - Waste Rooms – 8 off
 - Change Rooms Extraction – 2 off
 - Ducting, attenuators & louvres
 - L06 – L08 fresh air fans (filtered) – 42 off
 - L06 – L08 extraction fans – 39 off
 - L08 Smoke extraction fans, incl. ducting – 2 off
 - Dampers

- Fire = 122
 - Smoke = 26
 - Motorized = 6
 - Manual = 11
 - Filters
 - Primary = 72
 - Secondary = 72
 - Associated Distribution Boards (DB's) = 41 existing
 - Distribution Boards (DB's) = 4 (L07 East, L08 East & West)
 - Variable Speed Drives (VSD's)
- j. List of Pump equipment to be maintained (CTS)
- Main Booster Pump Station – 1 off
 - Submersible Moat Pumps – 2 off
 - Centrifugal Moat Pumps – 3 off
 - Submersible Pumps (Electrical Tunnel & Subsoil drainage) – 2 off
 - Jacuzzi Pumps, controls, solenoids & piping – 6 off
 - L06 North & South Booster Pump Stations – 2 off
 - Associated Distribution Boards (DB's)
 - Variable Speed Drives (VSD's)
 - L06 – 08 West & East Booster Pump Stations – 2 off
 - Associated Distribution Boards (DB's)
 - Variable Speed Drives (VSD's)

5.6 Scope of Works

- 5.6.1 This scope covers the provision of services for the preventive, corrective and emergency maintenance for equipment within the Cape Town Stadium (CTS). The primary objective is to provide optimal reliability of plant and equipment with the view to preserve the asset value of the installed equipment.
- 5.6.2 The intention is to ensure that maintenance activities continue as per the Operational and Maintenance manual guidelines. The maintenance philosophy needs to be aligned with the CTS eventing strategy.
- 5.6.3 The tenderer shall provide, as a minimum but not limited to, the services below;
- 5.6.3.1 To provide a maintenance contract in accordance with the terms set out below and as read with the maintenance objectives and the detail of maintenance work listed.
- 5.6.3.2 To systematically examine the equipment in accordance with the "OHS Act" or the Manufacturer's requirements at prescribed intervals.
- 5.6.3.3 To maintain all equipment to operate in accordance with the original or revised design specifications / parameters.
- 5.6.3.4 To ensure that maintenance work of a technical nature shall be performed by "Competent" persons as defined by the Occupational Health and Safety Act who are qualified, competent, experienced and skilled in maintaining equipment equivalent to which are subject matter of this Agreement and who are employed and supervised by the Contractor.
- 5.6.3.5 Minimum levels of competence for HVAC & R personnel with respect to SANS 10147:2014 Edition 5, Clause 7 Staff competence, operation and maintenance

- 5.6.3.6 Trade Tested Artisan: Level B who is deemed to be authorised to carry out work on commercial air conditioning & refrigeration plants. PLC experience will be advantageous.
- 5.6.3.7 Semi-skilled: supervised by a competent person, but demonstrate a training & development plan to achieve a level A standard.
- 5.6.3.8 The Contractor shall also be responsible for the full compliance with Regulations contained in the Montreal and Kyoto Protocols regarding the safe handling of refrigerants.
- 5.6.3.9 To perform the maintenance and repair work required in terms of this Agreement during regular working hours being Monday to Friday during the hours of 08:00 to 17:00, statutory holidays excluded, except in the case of call-outs, and event representation. Competent and qualified technicians shall perform all work of a technical nature.
- 5.6.3.10 To provide a standby service twenty-four **(24)** hours a day, seven (7) **days** per week. This service shall be carried out at no additional expense to the CTS unless caused by misuse or abuse of the equipment. Technicians shall be equipped with adequate communication equipment to ensure a minimum delay in the response to emergency call-outs.
- 5.6.3.11 If necessary, to provide onsite, lockable steel cabinets located within the stadium for the storage of minor spare parts and non-flammable consumables. These parts and cabinets shall at all times remain the property of the Contractor who shall be entitled to remove the parts from the stadium at any time. Spares and components of the Contractor thus so stored shall be at their own risk. Spares and components stored on CTS's premises shall thus be for the sole use on the CTS equipment.
- 5.6.3.12 To maintain locally or nationally an inventory of all regularly wearing parts or parts whose failure can be reasonably predicted / anticipated. These parts shall consist of, but are not limited to, belts, PVC fittings, relays and contactors, switches, bearings, filters and accessory equipment, etc.
- 5.6.3.13 To provide and keep or have access to a national or international inventory of all wearing parts in respect of the equipment's maintenance and operation. CTS reserves the right to inspect the spares inventory at any time during the term of the Maintenance Agreement.
- 5.6.3.14 To ensure that major equipment components not included in the local or national inventory of spares are sourced and ordered prior to these components failing or not being able to deliver an equipment service or operation in terms of this Agreement.
- 5.6.3.15 To supply, repair and replace all parts of every description made necessary by normal wear and tear without expense to the CTS when such replacement or repair is deemed necessary by the Contractor in accordance with this Agreement and the manufacturer's requirements. Only parts that are correctly designed, manufactured and suitable in all respects, shall be used.
- 5.6.3.16 To replace all parts timeously, thereby limiting the incidence of break-downs, unplanned maintenance or repair and consequently maintain maximum equipment operation.
- 5.6.3.17 To ensure that the down-time does not exceed **Four (4) hours** per unit per month.
- 5.6.3.18 To carry out all software, print and equipment changes or revisions, which may become necessary to ensure an operation that conforms to the original design and performance specification or a subsequent, documented and approved revised specification, without expense to the CTS.
- 5.6.3.19 To notify CTS of all improvements or revisions related to the equipment. These notifications

shall take the form of technical notices or sales releases under a covering letter from the Tenderer's Branch Manager.

- 5.6.3.20 To ensure that within a **two (2) month** period after being appointed for the maintenance work, all wiring diagrams and other drawings of a technical nature related to the equipment are available for the sole use of the tenderer; CTS or its technical personnel. Any amendments to these wiring diagrams shall be marked up as a revision and the diagrams reprinted by the tenderer within a **ten (10) day** period after such change occurring.
- 5.6.3.21 To provide within a **one (1) month** period after being appointed for the maintenance work, a maintenance site register located in the machine room and maintain accurate records of all service procedures, site visits, stoppages, break downs, planned repairs and safety related equipment operation tests and checks.
- 5.6.3.22 To provide within a **two (2) month** period after being appointed for the maintenance work, a customer communication logbook situated at a mutually agreed location for effective two-way communication, between the Building Management staff and the Contractor's personnel. This logbook shall accurately record each and every site visit.
- 5.6.3.23 To provide on request by the CTS or their duly appointed Agents, computer generated reports detailing a history of the equipment maintenance, repairs and break-down repairs.
- 5.6.3.24 To inform the CTS verbally and in writing and act immediately on any potentially hazardous or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the equipment situated within the shaft, machine room, pit and sheave room, or in the immediate vicinity of the equipment, even if the hazardous or undesirable situation does not form part of the Contractor's responsibilities.
- 5.6.3.25 Not to assume ownership or control of the equipment, all of which shall remain exclusively the property of the CTS.
- 5.6.3.26 To inform the CTS in writing at least **forty-eight (48) hours** prior to carrying out of any modification to the existing equipment deemed necessary by the Contractor, even if this modification may benefit the equipment or if the cost of this modification is for the Contractor's account.
- 5.6.3.27 To inform the CTS or it's duly appointed Agents at least **one (1) week** prior to commencing planned repairs which may necessitate the equipment being removed from service for periods exceeding **two (2) hours**.
- 5.6.3.28 To carry out within a **thirty (30) day** period of being initially awarded the maintenance contract, inspections and issue the necessary Certificates of Compliance.
- 5.6.4 As an asset of The City of Cape Town, the Stadium is monitored by the City's CMMS (Computerized Maintenance Management System). The goal is to manage the maintenance activities with the use of the appropriate module. Therefore, the maintenance processes and procedures can be initiated. The successful tenderer must ensure that the format of any information and communication is compatible with the CMMS.
- 5.6.4 The Stadiums technical staff based at the Cape Town Stadium are responsible for the repairs and maintenance of all areas, equipment and systems throughout the Stadium and will be the first port of call for any maintenance related activities.
- 5.6.5 The Stadiums technical staff will undertake the first line maintenance, depending on their capacity.

- 5.6.5.1 First line responsibilities shall include:
- a. Administration
 - b. First call out to faults
 - c. Identifying and classification of faults to best of clients ability
 - d. Call out of second line support if required
 - e. Event preparation inspections and accurate completion of checklists
 - f. Provision of technical assistance to second line support
- 5.6.6 The successful tenderer shall provide the second line support and will be required to provide quotations for each additional job based on the unit tender prices for the duration of the contract period.
- 5.6.6.1 Second line responsibilities shall include:
- a. Preventative, Corrective, and Responsive Maintenance within industry best practice
 - b. Resolution of functional failures in shortest possible timeframes without compromising on quality
 - c. Provision of event preparation and execution services
 - d. Provision of technical and operator training
 - e. Report back to client on resolving of fault
 - f. Tracking of all faults and providing monthly reports. Providing single point of contact on a 24/7/365 basis.
 - g. The successful tenderer shall have at least one team available on a 24/7/365 basis to successfully cater for all the requirements of the tender.
 - h. It is further recommended that due to the amount of responsibilities, this maintenance team (consisting of a maintenance technician and a semi-skilled assistant) be based at the Stadium during normal office hours
 - i. The successful tenderer shall implement and manage a call out procedure whereby the system parameters and reliability/availability statistics can be measured and reported on.
 - j. It would be preferable if the successful service provider uses a web based incident logging package or system whereby the client can track, monitor or locate reports on any current, previous or future registered requests or incidents.
 - k. The successful tenderer shall on a monthly basis report on all the contractual parameters and reliability/availability statistics
 - l. Advise the applicable stadium representative in time of discontinuations or changes to products and services.
- 5.6.7 For remedial maintenance services the contractor shall be paid either in accordance with the contractor's quotation if a quotation was requested or on a time and material basis at the rates quoted in the tender.
- 5.6.8 The successful tenderer shall be required to keep accurate details of time spent for each job which will need to be certified by the applicable Stadium representative.
- 5.6.9 Overtime shall be paid for work done at the specific prior request of the applicable Stadium representative, or for work that can only be carried out after normal working hours.
- 5.6.10 Tenderers shall include in their pricing an inclusive call out fee.
- 5.6.11 Tenderers shall include in the schedule, or in a covering letter, what other components and accessories are available and the prices thereof.

- 5.6.12 The successful tenderer will have to familiarise themselves with the applicable Stadium infrastructure and keep accurate records of work done and ensure that the current records are maintained.
- 5.6.13 The Stadiums staff will have to be appraised of all repairs and to accept the work on completion before payment is recommended.
- 5.6.14 Tenderers shall have appropriate previous experience in working within environments equivalent to that of the scope and magnitude of this contract, where they have provided services catering for the preparation and execution of events of no less than 40 000 PAX, and have a documented track record of their delivery in such instances.

5.6.15 Preventive maintenance

The maintenance requirement schedule is structured to promote planned preventive maintenance in order to reduce or eliminate breakdown maintenance.

Preventive maintenance will therefore include the removal from the system of unreliable components, and replacement with approved components, equipment or subsystems, which will thereby improve reliability. This will include preparation of surfaces and the treatment of corrosion.

Preventive maintenance must be undertaken by individuals (either within the employment of the tenderer or sub-contractors) who are suitably trained and qualified to work on the various items of equipment, and who can produce either letters of certification or certificates of competency/accreditation from the manufacturer or local agent. Further, any work done on the equipment, including installation of new equipment or parts, must not invalidate any guarantee (either on already installed equipment or new equipment and/or parts), whether already in force or associated with the new installation, as a result of being done individuals who are not properly trained or certified to undertake the work.

Preventive maintenance tasks must be planned and carried out as per the maintenance schedules detailed within this specification and in accordance with the manufacturer's recommendations. Where equipment shutdowns are required, the tenderer shall first advise and obtain permission and approval of such a shut down from the applicable Stadium representative.

Infrared Thermographic inspections on the electrical equipment detailed in this document are to be performed by a suitably accredited Technologist/Thermographer. On completion, the detailed report will be submitted to the CTS detailing any exceptions and recommendations. CTS's equipment is to be inspected on an annual basis.

The tenderer will be required to obtain and maintain all equipment data as part of the preventative maintenance.

5.6.16 Emergency maintenance

Equipment breakdowns may necessitate emergency maintenance at any point in time. The cause of a fault requiring unscheduled emergency maintenance may be any reason including floods, misuse of equipment, malicious damage, normal wear and tear or general failure.

The tenderer will rectify any faulty condition of which he becomes aware. Such repairs will be recorded as a separate corrective or emergency maintenance work order and be chargeable at the rates tendered.

It will be the sole responsibility of the successful tenderer to identify the real fault, irrespective of what has been reported by the City.

Emergency maintenance must be undertaken by individuals (either within the employment of the tenderer or sub-contractors) who are suitably trained and qualified to work on the various items of equipment, and who can produce either letters of certification or certificates of competency/accreditation from the manufacturer or local agent. Further, any work done on the equipment, including installation of new equipment or parts, must not invalidate any guarantee (either on already installed equipment or new equipment and/or parts), whether already in force or associated with the new installation, as a result of being done individuals who are not properly trained or certified to undertake the work.

The CTS requires a detailed engineering report on any significant failure that has occur. The cost of providing such any report will be for the tenderer's account, covered by the tendered price.

The following actions will be regarded as reasons for the cause of faults or damage, which are within the control of the successful tenderer:

- a. Damage or faults caused by:
 - incomplete or inadequate adherence to the agreed maintenance schedules; and/or the use substandard parts or consumables or misuse of proper parts and consumables during the course of maintenance procedures; and/or
 - incorrect operation of the equipment by the maintenance Contractor, during testing or otherwise. The maintenance Contractor shall ensure that its personnel are adequately trained to avoid misunderstanding of operating procedures. The maintenance Contractor will also provide notices and preventive measures to its staff to obviate damage or faults caused by incorrect operation

Such faults or damage that are within the control of the successful tenderer shall be rectified at the tenderer's expense. Any such events are to be documented in the equipment logs for record purposes in the same way as any other event.

5.6.17 Planned corrective maintenance

Planned corrective maintenance constitutes corrective maintenance that cannot be carried out immediately, but which must be planned to be done at a later stage. This may be preferred if the maintenance is not urgent, or would otherwise cause disruption if done immediately. The availability of parts may also be a factor where allowance is to be made for any eventuality.

Planned corrective maintenance tasks can be generated at any stage from different sources e.g. preventative maintenance work, customer complaints, maintenance inspections, equipment failure or fault finding, etc.

Planned corrective maintenance tasks must be properly scheduled and carried out as per the requirements stated in the service standards.

Planned corrective maintenance must be undertaken by individuals (either within the employment of the respondent or sub-contractors) who are suitably trained and qualified to work on the various items of equipment, and who can produce either letters of certification or certificates of competency/accreditation from the manufacturer or local agent. Further, any work done on the equipment, including installation of new equipment or parts, must not

invalidate any guarantee (either on already installed equipment or new equipment and/or parts), whether already in force or associated with the new installation, as a result of being done individuals who are not properly trained or certified to undertake the work.

5.6.18 Monthly Maintenance Report

Monthly maintenance meetings will be held, led by the Stadium Management staff, during which feedback reports must be presented on maintenance aspects.

The successful tenderer shall compile a comprehensive monthly maintenance report and present this report at each monthly meeting. A schedule of software licensing requirements, renewal dates and costs shall be maintained.

5.6.19 Disposal of Hazardous Equipment or Material

The disposal of any hazardous waste material generated in the course of maintenance operations – either preventive or emergency - shall be in strict accordance with statutory requirements.

5.6.20 Supervision

A suitably competent person must represent the tenderer's maintenance team on site and will be the designated point of contact.

5.6.21 Cleaning of equipment and plant rooms

The tenderer shall ensure that all equipment as per this document shall be thoroughly cleaned inside and outside where possible during the scheduled service or as dictated by environmental conditions.

The tenderer shall be responsible for maintaining the cleanliness of the plant room where applicable (i.e. when maintenance and repair work has soiled the environment).

5.6.22 Control panels, circuit breakers, connection bars and wiring

Under no circumstances may distribution boards, control panels, switches and outlets be left open or unattended during maintenance or repair.

Temporary" bridges" and "makeshift repairs" will not be permitted.

An "in case of" label shall be affixed below each main isolator or main circuit breaker. A notice detailing the requirements with regard to cascading as detailed in SANS 10142-1 code shall be affixed to the door of each DB.

A yellow flash triangle shall be fixed to the outside of each distribution board as well as the enclosure doors where this has not been done or where the label has been removed or damaged.

5.6.23 Service Requirements

Notwithstanding the proposed minimum preventative service requirements as per the Scope of Works, the tenderer shall adhere strictly to the maintenance intervals and required work as recommended by the manufacturers of each piece of equipment installed.

The tenderer shall complete the full service check lists with the appropriate check boxes and signatures for each facility and each service and each service interval stipulated incorporating these, the manufacturers and his recommended work and checks. Draft check lists are required as part of the tender response; the final check lists shall be submitted 14 days following the award of the tender for approval prior to commencement of the work. The successful tenderer will be afforded every opportunity to scrutinize the operating and maintenance manuals and consulting the manufacturers before submitting the maintenance schedules.

5.6.24 Maintenance Objectives

Without in any way limiting the tenderer's obligations, the tenderer shall ensure:

- the safety of people using the equipment,
- the accuracy and reliability of the equipment performance,
- that preventative maintenance is carried out at all times,
- that the equipment and associated spaces are kept clean and presentable at all times, and
- that the maintenance is carried out in a programmed sequence (Maintenance Plan) so as to protect the CTS's investment.

5.6.24.1 Maintenance Plan

- The tenderer shall prepare a detailed Maintenance Plan for the equipment, which the CTS shall review and acknowledge, and which shall form an integral part of the Maintenance Agreement.
- The tenderer shall perform the maintenance in accordance with the Maintenance Plan. Acceptance of the Maintenance Plan by the CTS or its duly appointed Agents shall not limit in any way the tenderer's responsibility to undertake, whatever tasks are required during the maintenance period to ensure achievement of the Maintenance Objectives and safe operation of the HVAC and Mechanical Pumps.
- The Maintenance Plan, which is an integral part of this Agreement, shall include, as a minimum, the month by month program for a **THREE (3) year** period detailing the work planned to be carried out on each item of equipment. This baseline plan will be presented to the CTS within the first month of the contract period.
- The maintenance work shall be monitored and reported against the Maintenance Plan, and the terms and conditions of this Agreement. The Maintenance Plan shall be reviewed and updated as necessary by agreement between the parties.
- Where the Maintenance Plan is in conflict, by way of offering a lesser service, with this Agreement, this Agreement shall be deemed to supersede the tenderer's Maintenance Plan.
- In addition the maintenance plan shall clearly indicate:
 - The safety procedures to be followed when equipment failure call outs are received. These procedures shall include from the time the callout is received to the time the HVAC or Mechanical Pumps are put back into operation.
 - A brief but clear description on how the maintenance time is calculated for HVAC and mechanical equipment installations. A "maintenance time calculation sheet" shall be considered as an acceptable description.
 - The actual planned or target maintenance time for specific units shall be clearly shown

5.6.25 Equipment Modernization

Should the equipment be modernised, the CTS reserves the right to appoint any contractor of its choice for the modernisation or upgrade works.

5.6.26 Inspections

- The CTS or their duly appointed Agents shall retain the right to witness and/or verify the performance of any maintenance work by the Contractor at any time.
- Tenderer's Annual Inspections / Surveys.
- To enable the tenderer to effectively monitor the equipment's maintenance, detailed annual inspections of the equipment shall be undertaken by the tenderer's senior personnel (supervisor level) or the tenderer's Quality Assurance Inspectors.
- The details of the annual inspections date of inspection and the condition of the equipment shall be recorded on a checklist signed and certified by the tenderer's Representative.
- Should any defects or remedial work be required in terms of the Annual Inspection, the tenderer shall expeditiously undertake the corrective work. Should any of the items noted in the Annual inspection not be rectified within a **two (2) week** period, the tenderer shall forward the CTS with a copy of a detailed works program.
- The CTS or its duly appointed Agents shall have the right to request copies of the Annual inspection checklists.

5.6.27 Independent Inspections

The CTS shall have the right to authorise independent inspections of individual or entire equipment installations using suitably qualified personnel at any time and the results of such inspections shall be promptly communicated in writing to the tenderer. Should any defects or remedial work be required in term of this Agreement, the tenderer shall expeditiously undertake within a mutually agreed time period the corrective work. When the tenderer's work has been completed satisfactorily, the CTS or its duly appointed Agent(s) shall be notified in writing. In the opinion of the CTS, a further follow-up inspection by the CTS or its Agent(s) may be conducted.

5.6.28 Workmanship

The tenderer shall employ only competent artisans to perform maintenance work on the installed equipment.

The contract shall be executed with the best work in a workmanlike manner to the satisfaction of the engineer. Should any workmanship not be to the satisfaction of the Engineer, it shall be rectified at the cost of the contractor.

The tenderer shall remain responsible for the correct and complete maintenance of the equipment. Inspection by the Engineer shall not release the contractor from his responsibility

5.6.29 Quality of Materials

Only materials of high quality and suitable for the climatic conditions of the site shall be used and shall be subject to approval of the Engineer. All material shall conform in respect of quality, manufacture, tests and performance, with the requirements of the SABS/SANS or where no such standard exist, conform to the appropriate current specifications of the British Standards Institution. Materials manufactured in South Africa shall as far as possible be used and where applicable shall bear the SABS mark. Imported materials shall comply with the requirements of the appropriate B.S. or I.E.C. specification. All materials shall be suitable for the conditions under which the materials are installed and used. Standard procurement practices are to be adhered to where the tenderer needs to reference the pricing schedule for, Items not covered maintenance agreement and where a percentage mark-up is agreed upon. It is the tenderer's

responsibility to ensure that the most competitive price is obtained and visible to the scrutiny of the CTS.

Where materials need to be stored on site (Cape Town Stadium), the CTS will provide sufficient space. The tenderer will be responsible for the controlling of the items where an agreed upon inventory management process and procedure will be followed. All relevant statutory aspects of material storage and handling will be adhered to.

5.6.30 Quality of Tools

Due to the nature of the installed equipment to be maintained, the industry specific tools are required to provide the technician the ability to carry out activities like fault finding and setting parameters. Records are to be provided that indicate that the tools are a standard item allocated to the personnel and certification to prove that any electronic test equipment/tools are calibrated on a regular basis.

5.6.31 Event-day Responsibilities

- The CTS will provide sufficient information relative to scope of works and attendance requirements for respective events held at the Stadium.
- Bowl events require a checklist to be completed and returned to the Stadium representative prior to the event commencement.
- The Tenderer will provide a quotation based on the following criteria:
 - The Contract or Tender number.
 - The number of qualified technicians or suitable level of expertise required for the respective event/s.
 - The number of shift hours as per the attendance time stated by the Client.
- The quote needs to be based on the Schedule of Rates; Labour Rates for items not covered in the Maintenance Agreement contracted upon, including an attached quotation of any third party or specialised service.
- If deemed necessary, the quote needs to be accompanied by a Mandatory Agreement - 37.2 O.H.S Act (Occupational Health & Safety Act No 85 of 1993). The Client or its duly appointed Agents shall sign an agreement in which all parties exercise their effective duties as employers to ensure that all Contractors comply to the 37.2 O.H.S Act (Occupational Health & Safety Act No 85 of 1993) and Regulations. They therefore indemnify and hold each other harmless against any claim against either party, unless in a case of wilful neglect by a person not complying with the Act.
- The formal quotation from the tenderer shall be returned to the CTS within **two (2) working days** or sooner from the date of an official request from the CTS, unless otherwise agreed upon by both parties.
- The formal invoice from the tenderer shall be returned to the CTS within **two (2) working days** or sooner from the date of an official Purchase Order or event attendance, unless otherwise agreed upon by both parties.
- The tenderer will endeavour to be punctual as per the shift requirements and report to the CTS representative on arrival at the Stadium.
- The tenderer shall follow security and access protocols relative to the event being held at the Stadium.
- The tenderer shall ensure that the equipment that he or her is responsible for, has been checked for safe operation. Any deviation will be reported upon.

5.6.32 Revenue Based Offer

5.6.32.1 Rights

Right to refer yourselves as a "preferred supplier to the CTS" in their designated field of expertise. Right to negotiate additional branding inventory including signage, LED and screen space.

The Service Provider has the right to associate to CTS and the brand name of the stadium (DHL Stadium or any other name it may be called). Such association can only be linked directly to the service provided within this tender and the service provider may not create an association outside of the tender scope.

The service provider may elect to use the logo on uniforms and material supporting the delivery of the scope of this tender.

5.6.32.2 Cape Town Stadium Logo

The logo may not be used without specific additional written approval from the delegated Representative of CTS, and any application of the logo must be strictly in accordance with the specifications provided by the Cape Town Stadium on a case-by-case basis. If it is used without such formal permission, the logo may be removed at the cost of the supplier.

5.6.32.3 Marketing and Promotion Rights

- a) 4 Business Lounge Membership per year for the duration of the contract. Subject to all hospitality packages being purchased and the general terms and conditions of such Business Lounge Memberships
- b) Non-exclusive right to associated to the stadium in relation to the designated field of expertise "Service provider to DHL Stadium"
- c) Non-exclusive right to use DHL Stadium logo limited to association as relevant to this contract
- d) Additional non-exclusive branding and advertising rights may be negotiated for a further fee

5.7 Trade Names or Proprietary Products

All descriptions or clauses where trade names or proprietary products are specified herein, are deemed to include the phrase "or equivalent."

Wherever a trade name for any product has been described in the document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the employer being obtained prior to the closing date for submission of tenders.

5.8 Equipment Detail

Central Air-conditioning System Description

Water Cooled VRV System

The variable refrigerant volume system/s facilitates the connection of multiple evaporator units to a single condensing unit. The condensing units are housed in two (2) dedicated plant rooms on Level 01 (between grid lines 60 to 70 and 640 to 645 respectively). Only certain areas within the Stadium are covered by these systems, predominantly on the Western side between Levels 00 to 05 (between gridlines 660 & 70 levels 00 to 04 and gridlines 610 & 120 level 05). The new plants that are situated adjacent to the existing North West & South West plant rooms. They are connected via the 300 mm Ø condensing pipe.

The interconnecting refrigerant pipe work and wiring are supported on galvanised cable trays in the ceiling spaces via the major shafts at gridlines 660 & 60 to level 00 and to upper levels. The new plants refrigerant pipe for the majority of the units are terminated whereas the need arises, can be connected via BS (Daikin Branch Selector) boxes installed at critical points – details within drawings.

The units in the various rooms are locally controlled by infrared remote controllers, but global control is achieved via the Johnson Controls Metasys and Human Machine Interface (HMI). The control to the cooling or heating mode of the indoor units is achieved by comparing the average indoor room temperatures and the average indoor set points per the Daikin system. The BMS will then command the master of each system either to heating or cooling mode based on the comparison. The indoor types include:

- mid-wall
- ceiling cassette
- ducted hide-away

The cooling water for the system is generated by two closed circuit cooling towers. Two primary circulating pumps circulate the water through the NW and SW plant rooms. Two primary circulating pumps installed adjacent to the cooling towers circulates the water through the condensing unit plant rooms, via the shafts at gridlines 655 & 75. A 3 way, mixing control valve in each plant room regulate the temperature of the water supplied to the respective plant rooms. The cooling tower pump and fan is controlled via the main condenser water supply temperature at a set point of 28 °C. If the temperature increases, the cooling tower pump and fan will run to maintain the temperature at set point conditions.

Each condensing unit has an interlocked, in-line pump that pumps water from the supply headers through the heat exchanger of each condensing unit, as required. The plant is controlled via the mix condenser water supply at a set point of 30 °C. When this supply temperature is lower than the set point, the bypass valve will open to enable the in-line heaters to maintain the water temperature at 30 °C. When the water temperature increases and exceeds the set point, the bypass valve will open to allow the condenser water to flow from the cooling towers. In the event of a fire condition, the plant will shut down.

The cooling towers, water treatment equipment and pumps are powered and controlled from a localised switchboard. The condensing units are powered and controlled from a switchboard inside each plant room.

5.8.1 Split DX System

The various electronic plant rooms and open office areas are provided with the necessary cooling by means of split type ducted, cassette or mid wall air conditioning units.

5.8.2 Console Type Units

The various external facade offices and utility rooms on Levels 03, 04 and 05 are served with conditioned air by means of console type units. The units are attached to weather louvers installed in the facade cladding for heat rejection or fresh air intake.

The units comprise a “slinger ring” drainage system whereby the condensate is allowed to evaporate off the heat of the compressor, thus the units do not require drainage pipes.

Note: As per the O & M Manuals, all the filters of the respective indoor units are to be checked and if necessary, washed on a monthly basis.

Functional description of Control System for NW & SW plant rooms and cooling towers

5.8.3 NW Plant room (CTS)

The North West plant room has a FX15 controller which controls the condenser water for the 15 VRV units. There is a 3-way bypass valve and 4 temperature sensors in the main condenser water supply, main condenser water return, mix condenser water supply and mix condenser water return pipes. The plant is controlled via the mix condenser water supply at a set point of 30°C. When the mix condenser water supply temperature is lower than the set point of 30°C, the bypass valve will open to bypass and the condenser water in-line heaters will be enabled to maintain the water temperature at 30°C. When the water temperature increases and exceeds the set point the bypass valve will open to allow the condenser water to flow from the cooling towers. The condenser pumps will only be enabled when the bypass valve is open more than 20%. In the event of a fire the plant will shut down.

5.8.4 SW Plant room (CTS)

The south west plant room has the same control system as the NW plant room.

5.8.5 Cooling Tower Plant (CTS)

The cooling tower plant room has a DX15 controller which controls the condenser water system. There are 2 condenser water pumps, where both are variable volume pump (VSD controlled) and 2 condensing towers. There is a main condenser water supply temperature and condenser water supply pressure sensor. Variable volume pump 2 and cooling tower 2 is the standby system which will operate when the variable volume pump 1 is tripped or the cooling tower 1 is in a trip condition. The condenser water pump will be enabled when the bypass valves in the NW or SW plant room is above 20%. The pump is controlled via the supply condenser water pressure sensor at a determined set point. When the pressure sensor reading is lower than the determined set point the pump speed will increase to maintain set point. The cooling tower pump and fan will be controlled via the main condenser water supply temperature set point of 28°C. If the temperature increases the cooling tower pump and fan will run to maintain the temperature at set point condition.

5.8.6 Global Control

The condenser water system enable point will enable the control to the cooling tower plant, NW plant room and SW plant room. Once the system is enabled a global comparison is made between each plant room's mix condenser water supply and its set point. If set point conditions are met, then only will the BMS system command. The relative Daikin System Masters from vent mode to cooling or heating mode.

5.8.7 Cooling and Heating Mode

The control to the cooling or heating mode of the indoor units is achieved by comparing the average indoor room temperatures and the average indoor set points per Daikin systems. The BMS will then command the master of each system either to heating or cooling mode based on the comparison.

Air conditioning Mode Command:

State 0 = cooling mode

State 1 = heating mode

State 2 – vent mode

Maintenance schedules required (examples only);

Even though this information has been extracted from the manufacturer's operations and maintenance data available, further research into industry best practice and input from subject matter experts are still required in order to formulate appropriate maintenance activities or maintenance plan/programme relevant to the scope of works. This info can be used to formulate the initial checklists required for the contract, but in no ways can be used as the final program.

| Cape Town Stadium – Daily Inspection | | | |
|--------------------------------------|---|------------------|-------|
| Ref | Service work | By whom | Freq |
| 1 | Metasys BMS – Alarm & UPS status | Maintenance Team | Daily |
| 2 | L01 NW Plant room – System status & water leaks | Maintenance Team | Daily |
| 3 | L01 SW Plant room – System status & water leaks | Maintenance Team | Daily |
| 4 | L01 Data Centres (ER 1.19 & 1.27) – System status | Maintenance Team | Daily |
| 5 | L00 Cooling towers – VSD, UPS, water meter reading & alarm status | Maintenance Team | Daily |
| 6 | L00 Moat – Sump pumps operational | Maintenance Team | Daily |
| 7 | L06 ER's – check and clean condensate drums | Maintenance Team | Daily |
| 8 | Record in service record/checklist | Maintenance Team | Daily |

| VRV Indoor Units | | | |
|------------------|---|------------------|-----------|
| Ref | Service work | By whom | Freq |
| 1 | Check filters and wash clean if necessary | Maintenance Team | Monthly |
| 2 | Refit filters and check sealing | Maintenance Team | Monthly |
| 3 | Check for imbalance, abnormal noise or vibration | Maintenance Team | Monthly |
| 4 | Check controller setting and operation | Maintenance Team | Monthly |
| 5 | Check that condensate drains away | Maintenance Team | Monthly |
| 6 | Check condensate pump operation (where fitted) | Maintenance Team | Monthly |
| 7 | Check drive belts for correct tension and alignment | Maintenance Team | Quarterly |
| 8 | Check overload setting | Maintenance Team | Yearly |
| 9 | Oil/grease bearings if required | Maintenance Team | Yearly |
| 10 | Check flexible duct connection for leaks | Maintenance Team | Yearly |
| 11 | Clean drip tray and drain, check trap seal | Maintenance Team | Yearly |
| 12 | Check and treat any corrosion on coil and frame | Maintenance Team | Yearly |
| 13 | Check for water carryover from drip tray | Maintenance Team | Yearly |
| 14 | Check panels and insulation for leaks/damage | Maintenance Team | Yearly |
| 15 | Clean coil with medium pressure spray | Maintenance Team | Yearly |

| VRV Outdoor Units | | | |
|-------------------|--|------------------|-----------|
| Ref | Service work | By whom | Freq |
| 1 | Check for imbalance, abnormal noise or vibration | Maintenance Team | Monthly |
| 2 | Check controller setting and operation | Maintenance Team | Monthly |
| 3 | Analyse any faults recorded by controller | Maintenance Team | Monthly |
| 4 | Confirm communications to indoor components | Maintenance Team | Monthly |
| 5 | Spray clean condenser fins (if necessary) and comb | Maintenance Team | Quarterly |
| 6 | Check and treat any corrosion on unit | Maintenance Team | Quarterly |
| 7 | Record unit Amps (each phase) A | Maintenance Team | Yearly |
| 8 | Record input voltage (each phase) V | Maintenance Team | Yearly |
| 9 | Check crankcase heater | Maintenance Team | Yearly |
| 10 | Check oil & refrigerant charge | Maintenance Team | Yearly |
| 11 | Check for refrigerant leaks | Maintenance Team | Yearly |

| VRV Outdoor Units | | | |
|-------------------|---|------------------|--------|
| Ref | Service work | By whom | Freq |
| 12 | Check loading/unloading operation of cooling stages | Maintenance Team | Yearly |
| 13 | Check the operation of safety controls | Maintenance Team | Yearly |
| 14 | Check compressor running current (each phase) A | Maintenance Team | Yearly |
| 15 | Check voltage (each phase) V | Maintenance Team | Yearly |
| 16 | Check control panel and starter for wear | Maintenance Team | Yearly |
| 17 | Check overload settings | Maintenance Team | Yearly |
| 18 | Tighten all starter and control terminals | Maintenance Team | Yearly |
| 19 | Check and recalibrate safety controls | Maintenance Team | Yearly |
| 20 | Inspect BS boxes (if fitted) | Maintenance Team | Yearly |

| VRV Plants – NW & SW | | | |
|----------------------|---|------------------|-----------|
| Ref | Service work | By whom | Freq |
| 1 | In-line circulation pumps – visual inspection | Maintenance Team | Quarterly |
| 2 | In-line water heaters – visual inspection | Maintenance Team | Quarterly |
| 3 | In-line strainers – inspect and clean | Maintenance Team | Quarterly |
| 4 | 3 port two way motorised valves – correct operation | Maintenance Team | Quarterly |
| 5 | Check valves for correct position | Maintenance Team | Quarterly |
| 6 | BMS status – temperatures, pressures, valve positions & fire signal | BMS Specialist | Monthly |
| 7 | Metasys BMS Report on status | BMS Specialist | Monthly |
| 8 | Clean plant room | Maintenance Team | Monthly |
| 9 | Record all readings on checklist | Maintenance Team | Quarterly |

| Closed Circuit Cooling Towers | | | |
|-------------------------------|--|------------------|-----------|
| Ref | Service work | By whom | Freq |
| 1 | Inspect nozzles & clean as required | Maintenance Team | Quarterly |
| 2 | Check belt tensions | Maintenance Team | Quarterly |
| 3 | Lubricate fan and motor bearings | Maintenance Team | Quarterly |
| 4 | Drain sump and flush | Maintenance Team | Quarterly |
| 5 | Check expansion tank for correct operation | Maintenance Team | Yearly |
| 6 | Check all flow switches for correct operation | Maintenance Team | Quarterly |
| 7 | Check all gauges for correct operation | Maintenance Team | Quarterly |
| 8 | Check all pressure relief valves for correct operation | Maintenance Team | Quarterly |
| 9 | Check all piping for leaks | Maintenance Team | Quarterly |
| 10 | Inspect plant area, clean & treat weeds | Maintenance Team | Monthly |
| 11 | Inspect for corrosion & touch up where required | Maintenance Team | Monthly |
| 12 | Record all readings on checklist | Maintenance Team | Monthly |

| Condenser water pumps | | | |
|-----------------------|--|------------------|-----------|
| Ref | Service work | By whom | Freq |
| 1 | Check for imbalance, abnormal noise or vibration | Maintenance Team | Monthly |
| 2 | Lubricate motor and pump bearings | Maintenance Team | Quarterly |
| 3 | Inspect start-up by checking pressure drop | Maintenance Team | Quarterly |
| 4 | Check couplings | Maintenance Team | Quarterly |
| 5 | Check motor & coupling | Maintenance Team | Quarterly |
| 6 | Check & record current (A) | Maintenance Team | Quarterly |
| 7 | Check & record voltage (V) | Maintenance Team | Quarterly |
| 8 | Check VSD's & changeover gear | Maintenance Team | Quarterly |
| 9 | Test Emergency Stop | Maintenance Team | Quarterly |
| 10 | Inspect for corrosion & touch up where required | Maintenance Team | Quarterly |
| 11 | Record all readings on checklist | Maintenance Team | Quarterly |

| Water treatment | | | |
|-----------------|--|------------------|----------|
| Ref | Service work | By whom | Freq |
| 1 | Check operation of pump, water meter & solenoid valves | Specialist | Monthly |
| 2 | Check settings of timer & dosage controls | Specialist | Monthly |
| 3 | Check & replenish chemicals, water softeners, etc. | Specialist | Monthly |
| 4 | Ensure all MSDS documentation is available | Specialist | Monthly |
| 5 | Check plant for corrosion and touch up if necessary | Maintenance Team | Monthly |
| 6 | Record all readings on checklist & submit report | Specialist | Monthly |
| 7 | Test & report on Legionella bacteria | Specialist | Annually |

| Other - Ducted Split, Air-cooled VRV, Console, DX Split, Window Units | | | |
|---|---|------------------|---------|
| Ref | Service work | By whom | Freq |
| 1 | Check filters (if fitted) and wash clean if necessary | Maintenance Team | Monthly |

| | | | |
|----|--|------------------|-----------|
| 2 | Refit filters and check sealing | Maintenance Team | Monthly |
| 3 | Check for imbalance, abnormal noise or vibration (indoor unit) | Maintenance Team | Monthly |
| 4 | Check for any signs of heater failure or overheating | Maintenance Team | Monthly |
| 5 | Check controller settings and operation | Maintenance Team | Monthly |
| 6 | Check that condensate drains away | Maintenance Team | Monthly |
| 7 | Check condensate pump operation (where fitted) | Maintenance Team | Monthly |
| 8 | Spray clean condenser fins (if necessary) and comb | Maintenance Team | Quarterly |
| 9 | Check drive belts for correct tension and alignment | Maintenance Team | Quarterly |
| 10 | Check and treat any corrosion on outdoor unit | Maintenance Team | Quarterly |
| 11 | Oil/grease bearings if required (indoor unit) | Maintenance Team | Yearly |
| 12 | Check oil & refrigerant charge | Maintenance Team | Yearly |
| 13 | Clean drip tray and drain, check trap seal | Maintenance Team | Yearly |
| 14 | Check and treat any corrosion on coil and frame (indoor unit) | Maintenance Team | Yearly |
| 15 | Check for water carryover from drip tray | Maintenance Team | Yearly |
| 16 | Check panels and insulation for leaks/damage | Maintenance Team | Yearly |
| 17 | Clean evap coil with medium pressure spray | Maintenance Team | Yearly |
| 18 | Check oil and refrigerant charge | Maintenance Team | Yearly |
| 19 | Check for refrigerant leaks | Maintenance Team | Yearly |
| 20 | check loading/unloading operation of cooling stages | Maintenance Team | Yearly |
| 21 | Check operation of safety controls | Maintenance Team | Yearly |
| 22 | Check crankcase heater | Maintenance Team | Yearly |
| 23 | Check compressor running current (each phase) A | Maintenance Team | Yearly |
| 24 | Check voltage (each phase) V | Maintenance Team | Yearly |
| 25 | Check control panel and starter for wear | Maintenance Team | Yearly |
| 26 | Check overload settings | Maintenance Team | Yearly |
| 27 | Tighten all starter and control terminals | Maintenance Team | Yearly |
| 28 | Check and recalibrate safety controls | Maintenance Team | Yearly |

Electrical Distribution Boards (DB) – VRV plant rooms & air-cooled systems, Cooling Towers, Ventilation DB's, Pump Control DB's, etc. - Annual Maintenance

| Ref | Service work | By whom | Freq |
|-----|---|---------------------|--------|
| 1 | Isolate power to the DB and test | Qualified Personnel | Yearly |
| 2 | Check indicator lamps & replace if necessary | Qualified Personnel | Yearly |
| 3 | Test overloads and check settings | Qualified Personnel | Yearly |
| 4 | Clean out/vacuum any dust and dirt | Qualified Personnel | Yearly |
| 5 | Check for overheating or burnt contacts | Qualified Personnel | Yearly |
| 6 | Check each connection for tightness | Qualified Personnel | Yearly |
| 7 | Test condition of fuses/circuit breakers | Qualified Personnel | Yearly |
| 8 | Check earth leakage units | Qualified Personnel | Yearly |
| 9 | Switch all circuit breakers to original position | Qualified Personnel | Yearly |
| 10 | Check & record current (A) | Qualified Personnel | Yearly |
| 11 | Check & record voltage (V) | Qualified Personnel | Yearly |
| 12 | Test VSD for correct operation | Qualified Personnel | Yearly |
| 13 | Check that power is live on all circuits | Qualified Personnel | Yearly |
| 14 | Check if legend cards are up to date & is in place | Qualified Personnel | Yearly |
| 15 | Touch-up any corrosion on enclosure | Qualified Personnel | Yearly |
| 16 | Ensure all shortcomings from Thermography report is rectified & noted | Qualified Personnel | Yearly |
| 17 | Note and record details of DB on checklist report | Qualified Personnel | Yearly |
| 18 | Note and record kWh – if applicable | Qualified Personnel | Yearly |

Infra-Red or thermal image scanning/testing of all electrical systems described in this tender

| Ref | Service work | By whom | Freq |
|-----|--|------------|--------|
| 1 | Cater for annual IR scan of all electrical gear in NW & SW VRV plant rooms, cooling tower DB's, ventilation plant rooms, booster pump stations, moat centrifugal pump DB | Specialist | Yearly |
| 2 | Record all tests, results and recommendations on service report | Specialist | Yearly |
| 3 | Log results on a checklist and log book | Specialist | Yearly |

5.8.8 BMS Controls Contractor – Pre-Tender Requirements:

Only BMS Controls Service Providers / Contractors, who are in possession of a valid Johnson Controls - Approved Building Controls Specialist - (ABCS) accreditation, will be permitted to

submit quotations for the Servicing and Maintenance of the Johnson Controls Control System, which currently serves the installation, described in this document.

- A copy of the accreditation must be submitted to the Air Conditioning Equipment Service Tenderer, for inclusion with this Tender Document.
- The BMS Controls Service Provider / Contractor must submit a listing detailing Control Equipment Descriptions and Quantities of its current Control Spares Inventory. The Control Spares Inventory and associated Stores must be open to inspection at the Engineer's discretion.
- The BMS Controls Service Provider / Contractor must provide a list of its Current BMS Controls Service Contracts, Length of association and associated Client Contact Details, for inclusion in this Tender Document.
- A copy of the BMS Controls Service Provider / Contractor company staff organogram must be submitted to the Air Conditioning Equipment Service Tenderer, for inclusion with this Tender Document.

5.8.9 BMS Control Equipment

Servicing Detail of Control System I/O:

The Air Conditioning Control Field Control Equipment must be serviced Bi-Annually, on a monthly basis. (i.e. 6 monthly but spread over the period in 6 work sessions).

The Air Conditioning Controls interface to the HMI will be serviced on a Bi-Annual basis. See following detail.

The Air Conditioning Controls Service Contractor will create a servicing report sheet, which reflects all the relevant control system data associated with the BMS digital controller and it's connected I/O. The existing and new units (post hospitality suite upgrade & alterations), including the flood control monitoring, is to be included in the overall service package.

The BMS controls Contractor, must also create a servicing report sheet, which reflects all the relevant control system data associated with the System Interface to the HMI.

The completed Service Report Sheets for BMS Digital Controllers and its associated I/O must be submitted in duplicate, to the Air Conditioning Equipment Service Contractor, at the end of each completed service, for the Engineer's attention.

5.8.10 Cooling Tower Yard

Condensor Water Primary Control:

The Service Reporting Sheets for the associated Control System serving the Primary Condensor Water Temperature Controls, will require a detailed and expanded reporting structure, reflecting and making specific reference to the identification label of Specific Control Device and Transmitter.

Service Level:

Servicing of the respective Controls, will consist of the following:

- a. Operational Validation of the respective temperature transmitters associated with the Digital
- b. Temperature Controller.
- c. Operational Validation of the Water Temperature Sensors.
- d. Operational Validation of the Digital Inputs to the associated Digital Controller.
- e. Operational Validation of the Digital Outputs from the associated Digital Controller.
- f. The Current Draw of each "Pump" must be measured and recorded in the Service Report Sheet

- g. when the respective Digital Outputs is activated during the Operational Validation Service.
- h. A section on each report sheet marked "General Comments" must reflect any Control
- i. Equipment Failures, Damages or Faults.
- j. General housekeeping: dirt & weed control measures

5.8.11 North West and South West Plant rooms

Condensor Water Control to Daikin Outdoor Units:

The Service Reporting Sheets for the associated Control System serving the North West and South West Plant rooms will require a detailed and expanded reporting structure, reflecting and making specific reference to the identification label of Specific Control Device and Transmitter.

Service Level:

Servicing of the respective Controls, will consist of the following:

- a. Operational Validation of the respective temperature transmitters associated with the Digital
- b. Temperature Controller.
- c. Re-Calibration and motorisation of the Condensor Water Mixing Water Control Valve from the Digital Controller, and the validation of the proportional operation of the associated Control Valve, at the 0%, 50% and 100% positions.
- d. Operational Validation of the Water Temperature Sensors.
- e. Operational Validation of the Digital Inputs to the associated Digital Controller.
- f. Operational Validation of the Digital Outputs from the associated Digital Controller.
- g. The Current Draw of each "Inline Heater" must be measured and recorded in the Service
- h. Report Sheet when the respective Digital Outputs is activated during the Operational
- i. Validation Service.
- j. A section on each report sheet marked "General Comments" must reflect any Control
- k. Equipment Failures, Damages or Faults.

5.8.12 Daikin VRV Air Conditioning Controls:

Daikin Control System serving Space Temperature Controls:

The Service Reporting Sheets for the associated Control System serving the Space Temperature Control will require a detailed and expanded reporting structure, reflecting and making specific reference to the identification label of Specific Daikin Control loops.

Foreword: The Daikin VRV Air Conditioning Installation is primarily a 2 Pipe System (either Heating or Cooling Supplied from a Unitary Daikin Outdoor Unit, which is located in one of the two Main Air Conditioning Equipment Rooms.

Each Unitary Daikin Outdoor Unit serves a specific grouping of Indoor Air Conditioning Units. Each Indoor Unit serves a specific conditioned space. Each Indoor Air Conditioning Unit is connected to its dedicated wall mounted Controller.

Within the specific grouping of Indoor Air Conditioning Units, one of the dedicated wall mounted Controller's, is considered to be the "Master Controller" which is dedicated to select the "Cooling or Heating Mode" of the dedicated Daikin Outdoor Unit, which serves the specific grouping of Indoor Air Conditioning Units.

Since the Daikin VRV Air Conditioning Installation is primarily a 2 Pipe System, which either supplies cooling or heating to its specific grouping of Indoor Air Conditioning Units, the JCI Network Application Engine (NAE) will make the selection of heating or cooling, based on the calculation of the average temperatures of the grouping and compare this with the average temperature setpoints of the wall mounted Controllers in the group.

Daikin Control System serving Space Temperature Controls:

The Service Reporting Sheets for the associated Control System serving the Space Temperature Control will require a detailed and expanded reporting structure, reflecting and making specific reference to the identification label of Specific Daikin Control loops.

Service Level:

Servicing of the respective Controls, will consist of the following:

- a. Validation of the local wall mounted Controller Temperature Set points with the data at the JCI Network Application Engine (NAE).
- b. Validation of the local wall mounted Controller Ambient Space Temperature with the data at the JCI Network Application Engine (NAE).
- c. A section on each report sheet marked "General Comments" must reflect any Control Equipment Failures, Damages or Faults.

Note: the "Fan Speed Control" on the local wall mounted Controller, has been disabled as a manual function, and operates automatically on temperature control.

Note: the "Mode Select" on the local wall mounted Controller, which serves the manual selection of heating or cooling, has been disabled as a manual function, to facilitate the group control requirements.

5.8.13 Johnson Controls Network Application Engine (NAE)

The Service Reporting Sheets for the BMS Control System will require a detailed and expanded reporting structure, to accommodate the respective control equipment detail associated with this Installation.

Foreword:

A Daikin (DBACS) BACnet Integration Unit is installed adjacent to the Johnson Controls Network Application Engine (NAE) in the North West Air Conditioning Equipment Plant room.

The Johnson Controls Network Application Engine (NAE) is connected to the Stadium's IT LAN, and is used communicate with the Stadium's HMI.

The Daikin (DBACS) BACnet Integration Unit is used to communicate and gather all relevant control data from the associated Daikin Temperature Control Equipment via a dedicated Daikin Protocol Communication Trunk. This Daikin (DBACS) BACnet integration unit will receive and send data to and from the following:

- a. Each Master wall mounted Controller. (32 off)
- b. Each Slave wall mounted Controller. (86 + 4 off)
- c. Each Sub Master Controller in each of the Daikin Outdoor Units. (32 off)

The Daikin (DBACS) BACnet Integration Unit is connected to the Johnson Controls Network Application Engine (NAE), which is dedicated for the overall management and control of all the Air Conditioning Installation.

Allowance to be made for the additional D-BACS controller and associated equipment installed as part of the hospitality suite upgrades.

All relevant Air Conditioning control data is read by HMI from the Controls Network Application Engine (NAE).

All relevant Air Conditioning control commands from HMI are directly communicated to the Johnson Controls Network Application Engine (NAE).

Service Level:

Servicing of the respective Controls, will consist of the following:

- a. A six monthly System Data Backup of the Johnson Controls Network Application Engine (NAE) must be carried out and stored onto industry standard storage media.
- b. A six monthly System Data Backup of the Daikin (DBACS) BACnet Integration Unit must be carried out and stored onto industry standard storage media.
- c. Associated Power Supplies to the Johnson Controls Network Application Engine (NAE) and the Daikin (DBACS) BACnet Integration Unit must be measured and recorded on the Service Report Sheet.
- d. The Uninterruptible Power Supply (UPS) must be serviced on a six monthly basis, by the associated supplier of the unit, and a comprehensive service report, must be submitted to the Engineer, for his records.

5.9 **Control System I/O**

| System Reference | Analog Input | Digital Input | Analog Output | Digital Output |
|---|--------------|---------------|---------------|----------------|
| North West Air Conditioning Equipment Plantroom | 5 | 1 | 2 | 15 |
| South West Air Conditioning Equipment Plantroom | 5 | 1 | 2 | 17 |
| Condensor Water Equipment Plantroom | 6 | 13 | 1 | 6 |
| Daikin Air Conditioning Equipment Control | 236 | 236 | 0 | 32 |

5.9.1 **Daikin Air-cooled VRV Units**

On Level 01 in the service plenum, are Condensing Units (X6) Model RXYQ10P7W1B that serve 6 of indoor units on Level 05 in the East. These respective items of equipment have to be maintained to the manufacturer's operating and maintenance specifications.

On L01 in the East parking area, are additional air-cooled condensing units (12 of) that serves the new hospitality suites from Level 06 to 08. There is a possibility that there will be a requirement to add indoor cassette units into suites that can potentially accommodate these as the end user requirements are established.

5.9.2 **Ice Machines**

There are the existing 8 of 11 ice machines that produce approximately 660kg of dice shaped ice cubes per 24 hour period. There are 2 units situated in the Ventilation Plant Room on Level 00, GL70. The other 2 machines are in the Ventilation Plant Room on Level 00, GL660. Various kitchens in the Stadium house an ice machine.

As part of the hospitality suite upgrade, warm-up or preparation kitchen areas were built on Levels 06, 07 & 08. Additional ice machines were installed in these areas.

Basic maintenance includes a monthly visual check;

- Run and check operation of various cycles: Water Purge, Freeze, Harvest & Off
- Check gasket around the door
- Verify that the water flow is sufficient
- Check drain and piping
- Inspect the water distribution points/nozzles or components (filters)
- If these have a built up of scale, descale
- Inspect the plate heat exchanger for leaks, clean if necessary
- Test operation of ice thickness limit switches
- Clean the ice machine and surrounding area
- Check electrical connections, components and fuses
- Complete and sign checklist

Six (6) monthly maintenance includes, but is not limited to;

- As per the visual check
- Clean evaporator and condenser coils with a soft bristle brush
- Clean/sanitize as per the O & M Manual

- Ensure controls and limit switches are within design parameters
- Test and verify expansion valve super-heat settings to comply with design parameters
- Test operation of fans
- Complete and sign checklist

Specifications:

| Item # | Level | Foyer | Gridline | Equipment | Model # | Serial # | Capacity (in kg) |
|--------|-------|-------|----------|-----------------------|-------------|---------------|------------------|
| 1 | 0 | B | 70 | Manitowoc Ice Machine | 100606A-251 | 1101272967 | 0,91 |
| 2 | 0 | B | 70 | Manitowoc Ice Machine | 100606A-251 | 1101284842 | 0,91 |
| 3 | 0 | G | 660 | Manitowoc Ice Machine | 100606A-251 | 1101257673 | 0,91 |
| 4 | 0 | G | 660 | Manitowoc Ice Machine | SD-1402A | 110768445 | 1,25 |
| 5 | 3 | B | 55 | N/A | | | |
| 6 | 3 | G | 655 | Manitowoc Ice Machine | 100606A-251 | 1101255583 | 0,91 |
| 7 | 4 | G | 655 | Manitowoc Ice Machine | 100606A-251 | 1101256058 | 0,91 |
| 8 | 5 | B | 55 | Manitowoc Ice Machine | 100606A-251 | 1101214720 | 0,91 |
| 9 | 5 | D | 315 | N/A | | | |
| 10 | 5 | E | 410 | N/A | | | |
| 11 | 5 | G | 675 | Manitowoc Ice Machine | 100606A-251 | 1101284860 | 0,91 |
| 12 | 6 | B | 55 | Scotsman Ice Machine | NWL458AS | 1909222007900 | 0,65 |
| 13 | 6 | D | 320 | Scotsman Ice Machine | NWL458AS | 1906222005848 | 0,65 |
| 14 | 6 | E | 410 | Scotsman Ice Machine | NWL458AS | 1906222005849 | 0,65 |
| 15 | 6 | G | 675 | Scotsman Ice Machine | NWL458AS | 1909222007720 | 0,65 |
| 16 | 7 | E | 385 | Scotsman Ice Machine | NWL458AS | 1907222006144 | 0,65 |
| 17 | 7 | G | 700 | Scotsman Ice Machine | NWL458AS | 1909222007726 | 0,65 |
| 18 | 8 | B | 20 | Scotsman Ice Machine | NWL458AS | 1909222007905 | 0,65 |
| 19 | 8 | D | 340 | Scotsman Ice Machine | NWL458AS | XH002211 | 0,7 |

5.9.3 Cold Rooms

The Cape Town Stadium has a total of 5 prefabricated custom built cold storage rooms situated in the Public Kiosks for food and beverage storage on level 02. Two are situated on the West and three are in the East. Specifications are not readily available, but standard maintenance procedures are to be followed. The following procedure is a guideline, but the O & M Manuals will have to be consulted;

- Clean evaporator and condenser coil fins, blower unit and condenser unit motors and fans, blower unit drip tray, and condensing unit base (including compressor unit), using suitable solvent and cleaning fluid and damp cloth.
- Inspect condensing and blower unit coil fins for damage. Straighten fins with a fin comb as required.
- Inspect and clean PVC drain piping.
- Inspect condition of blower and condensing unit casings and frames for corrosion. Treat localised corrosion. Repair any serious corrosion.
- Check for refrigerant gas leaks.
- Ensure that the blower unit is well secured to the cold-room wall and the condensing unit plinth is secure on the anti-vibration mountings.
- Test operation of unit contactors, relays, timers, Thermostat or low pressure switch for correct temperature control operation.

- Check the over-all refrigeration gas charge is adequate for the operating conditions. Charge system with refrigerant gas as required. All refrigerant gas charging and recovery to be executed in accordance with the relative standards and design specifications.
- Check and test operation of cooling and defrost operations via applicable control devices.
- Measure and verify room temperature and set-point.
- Check cold room door seals are not damaged or torn, adjust door hanging as required. Repair or replace damaged room door seals.
- Inspect door handle and latch mechanism for correct operation, ensure that the internal lock-override mechanism is functioning.
- Check cold and freezer room floor structure for signs of `Frost Heave` (signs of cracks due to moisture freezing under floor slab, etc.)
- Inspect all cold room pre-fabricated panel seals and gaskets (includes walls and `roof`), ensure that these seals are intact.
- Limited access to the condenser units requires the use of scaffolding to reach the equipment.
- Adherence to the relevant OH & S standards (e.g. working at heights, scaffolding inspections, etc.) is non-negotiable.

Specifications:

| Gridline | Equipment | Model # | Serial # | Access |
|----------|------------------|----------|----------|----------------|
| 705 | Bitzer Condenser | HAC2424A | | 6m scaffolding |
| 705 | Recam Evaporator | SU271L | 194139 | 6m scaffolding |
| 25 | Bitzer Condenser | HAC2424A | | 6m scaffolding |
| 25 | Recam Evaporator | SU201L | 182750 | 6m scaffolding |
| 350 | Bitzer Condenser | HAC2424A | | 2m scaffolding |
| 350 | Recam Evaporator | SU201L | 182750 | 2m scaffolding |
| 370 | Bitzer Condenser | HAC2424A | 210348.5 | 6m scaffolding |
| 370 | Recam Evaporator | SU201L | 192094 | 6m scaffolding |
| 380 | Bitzer Condenser | HAC2424A | | 6m scaffolding |
| 380 | Recam Evaporator | SU271L | 191466 | 6m scaffolding |
| | | | | |

5.10 Ventilation System Description

Parking garage ventilation

Bowl Area (North, South and East)

There are 10 off supply air plants spaced evenly on level 00

Supply air is drawn in from the moat evenly spaced around three sides of the field.

It is then fed via masonry plenums and portions of sheet metal ducting and is discharged via grilles in to the garages on level 00 and level 01

The exhaust air is drawn out via slots in masonry cavity walls. The air is then discharged by the exhaust air plants via masonry plenums and tunnels below the podium level at concentrated points on the outside of the podium edge or beyond.

5.10.1 West (Below podium)

There are 2 off supply air plants on grid line 610 and 110 in the north west and south west corners of the podium on level 00

Supply air is drawn from the edge of the podium. It is then fed through masonry underground tunnels, vertical masonry riser shafts and is discharged via grilles on level 00 and level 01 evenly situated around the podium parking garages.

There are no exhaust air plants serving the podium. The podium parking is naturally ventilated.

GENERAL: these plants are also used for smoke extract plants. Refer to Smoke extract systems:

5.10.2 Parking garage

The fire alarm system will provide interface signals to change the operation mode in the event of a fire
 – these signals will be used to identify the fire alarm zone and initiate the smoke exhaust sequence.

Smoke extraction systems: parking garages

5.10.3 Bowl Area (North, South & East)

This system consists of 6 of 1250 to 1600mm diameter axial fans, spread around the stadium.

The parking garages are not naturally ventilated and smoke extracted by means of the mechanical ventilation system installed for the normal car fumes the cars. The normal car park ventilation systems as described under Parking ventilation also serve as a smoke extraction system.

The principle of smoke ventilation to the south, east and northern segments of the parking garage will be the supply of outside air, drawn from the moat area around the field, and introduced into level 0 and 1 of the parking garage by means of 10 off supply air fan plant rooms evenly spaced around the inner perimeter of the stadium.

Four off exhaust fan plants situated around the outside perimeter will draw smoke/air via the perimeter cavity wall and expel it perpendicular away from the edge of the podium. In this way radial sweeping of smoke from the inside to the outside around the circumference of the parking garage is achieved. Generally very little ducting is to be used except on level 1 where in some places toilets are placed in front of the cavity wall obstructing the exhaust air grilles. Ducting will run through the toilets at high level thus connecting at intervals the cavity wall to the parking garage.

5.10.4 West

The garages are ventilated by means of two main supply air fan systems. The plants are situated below the podium opposite to each other on the extreme ends of the garages (south west and North West). The plants feed fresh air into an underground tunnel that runs alongside the main columns of the stadium. At intervals, branch tunnels feed vertical riser ducts from level 00 to level 01.

These risers are fitted with grilles discharging the air evenly around the outer perimeter on both levels.

There are no smoke exhaust air plants serving the podium. The podium parking is naturally ventilated.

5.10.5 Smoke exhaust levels 0 to 6

Smoke extraction systems are used to protect people in a building. They must ensure that rooms are kept free of smoke so that, in case of fire, people can leave the building safely and the fire brigade has a clear view for firefighting.

Mechanical smoke extraction systems have separate fire-protected ducts, motorised smoke extraction dampers, and smoke extraction fans.

Due to the complexity of the building it is not possible to service each area with its own independent system except for the Atrium on the west (triple volume levels 3, 4 & 5) which has its own systems. One ventilation system therefore serves a number of areas. Each area is provided with an independent motorized fire-rated smoke damper served by the main system. There are a number of occasions where one room is served by two of the main systems.

The smoke ventilation systems for the Stadium consists of 4 off main plant rooms (situated at levels 0 and 1). These plants are connected to underground tunnels below level 0 and then to masonry riser shafts up to level 6, serving levels 3 to 6 (two shafts on the west side and two shafts on the east).

The fan outlets are connected to underground tunnels which run perpendicular away from the stadium up to the end of the podium wall where the smoke is discharged and deflected vertically into the air at a high velocity. The smoke discharge points are positioned sufficiently away from the side of the stadium. The western tunnels pick up a further two masonry riser ducts below level 0 and rise to level 1 connected to it on levels one and two are fire rated horizontal distribution sheet metal ductwork complete with fire dampers and grilles. Branch ducts from level 1 rise to serve level 2. Fresh air make ups are various. It takes place through motorized doors (Level 1), motorised windows & swing doors drawn open by the fan suction pressure.

The triple atrium volume (levels 3, 4 and 5) discharges smoke via smoke riser ducts on the western side is served by two fans and ductwork located vertically at level 6 & 7 on both side of the VIP lifts, drawing smoke out of the area and discharges at roof level. These systems are not provided with fire dampers. As part of the hospitality suite upgrade, the duct work and fans were redesigned to allow for these additional floors or levels.

The new hospitality areas on the West and East, Levels 06, 07 and 08, have additional smoke extraction fans installed as per the design engineer's safety and occupancy requirements.

Motorised windows situated on Level 2 on either side of the VIP lifts are actuated by a fire signal.

These windows open to provide the make-up fresh air. The window controller panel has to be manually reset after it receives a fire signal. The window controller panel is located in the level 1 podium parking garage at the entrance to the Level 1 VIP HVAC & R and Mechanical Pump entrance.

In the normal case (no fire alarm), the smoke extraction dampers are open and the smoke extraction fans operate at reduced speed (ventilation mode).

The fire alarm system will provide interface signals to change the operation mode in the event of a fire – these signals will be used to identify the fire alarm zone and initiate the smoke exhaust sequence. In smoke exhaust mode the relevant smoke damper (serving the fire zone in alarm) will remain open appropriate smoke exhaust fan will speed up while all other smoke dampers linked to this system will be driven to the closed position. The motorised actuators for the smoke extraction dampers are so-called motorised spring return actuators with a safety position. These dampers move to a defined safety position in the case of a power failure or other fault. Actuators will return to the open position in the event of a power failure or other fault.

5.10.6 Pressurization

There are 22 of fans for this life-safety purpose. The fans are of differing sizes and makes, spread around the stadium.

There are 6 stair and lift core pressurization systems, including the pressurization of escape routes, located at grid line 60, 180, 320, 420, 540 and 670. Escape route pressurization is located at gridline 680 and 50.

The fans and duct work/dampers are located on level 0 and draw fresh air from the fresh air supply tunnels on level 0.

The HVAC and stair cores are also provided with fan systems located at level 6. Fresh air is drawn in through apertures located at high level above level 5 seating area.

The systems will be activated by the smoke detection system. A pressure sensor will be installed 1 level up from the main escape route, in each of the independent stairwells (but not in the lift shafts), and also in each of the stairwells sharing a common plenum with the lifts.

The pressure sensor is connected to the VSD (variable speed drive) of the lower fan of each

shaft pair. This fan drive will act as the master drive controller, with the upper fan drive in each system connected as the slave drive.

The fan pairs will work together in a master/slave configuration to increase or decrease shaft pressure to maintain a set minimum positive pressure in the lifts and stairways, with the shaft pressure not exceeding a pressure which will prohibit the opening of either the lifts door, or any of the doors accessing these shafts, nor open the outward opening doors, where they occur.

5.10.7 Fresh air supply

There are four fresh air supply air systems serving the air conditioning indoor units located from levels 0 to 6 and toilets on levels 0 and 1 in the North, South and East.

There are two fresh air supply air systems serving the air conditioning indoor units located from levels 0 to 6 and toilets on levels 0 and 1 in the West.

The fresh air systems are complete with built up air handling units, primary and secondary filters, fans, access doors, sound attenuators, fire dampers and riser ducts serving all levels, horizontal distribution duct work connects to the indoor units. Ductwork serving the ablutions/toilets is complete with air distribution diffusers.

The air handling units of the north, south and east plants, house two supply air fans in parallel (one high press. for the air conditioning and one low press for the public toilets). The plenums are split (divided) after the filters. The filter portion of the plenum is common to both fans systems, onwards the plenums are split (divided vertically).

These systems consist of 10 of centrifugal fans of differing sizes that is spread around the stadium. Supply air is drawn in from the moat evenly spaced around three side of the field (North, South and East). There are 2 of supply air plants on in the NW and SW corners of the podium on Level 00. Supply air is drawn from the edge of the podium. It is then fed through masonry underground tunnels, vertical masonry riser shafts and is discharged via grilles on Level 00 and Level 01 evenly situated around the podium parking garages.

The new hospitality areas on the West and East, Levels 06, 07 and 08, have additional filtered fresh air fans installed as per the design engineer's safety and occupancy requirements. Suitable stock levels of these filters are to be kept onsite to align with the filter washing program.

5.10.8 Ablution/toilets exhaust air

These systems consist of 28 of 500 to 800mm diameter axial fans of differing sizes and makes. These are spread around the stadium.

There numerous extract systems which are complete with fans, sound attenuators, ductwork, air intakes. Most of them are located at level 01 and others are on level 06.

The new hospitality areas on the West and East, Levels 06, 07 and 08, have additional smoke extraction fans installed as per the design engineer's safety and occupancy requirements.

5.10.9 Small miscellaneous air supply systems

There are very small air supply systems, complete with fans, sound attenuators air outlets/diffusers and filters are scattered around the building at level 0, 2 and 6. These systems supply lift lobbies with fresh air at level 2. Extract systems located at level 0 serve level 2 connected by ductwork.

Extract systems located at level 6 serve lower levels connected by ductwork.

5.10.10 Substations

There are six substations serving the stadium. Substations 1, 2 & 3 are located in the level 00 parking area situated in the North, South and East. The main incomer substation is located in the West in the level 00 parking area. The Essential supply substation is located on the western edge of the podium and next to it is the Moulle Point substation.

These systems consist of axial type fans of varied sizes that are up to 1000mm in diameter. Substation ventilation consists of mainly extract systems. Supply is supplied to certain rooms in the entire substation as shown on the relevant drawings. Supply air and extract systems are installed with fire dampers.

Substations 1, 2, 3, 4 & 5 are supplied with fresh air from the inside perimeter of the Stadium through double deflection grills mounted in the brick walls. The fresh air is supplied to the substations via stainless steel grills mounted in the substation walls using various supply air fans. Before the air gets to the substations and transformer rooms, it is filtered by two stages of filtration. The first, a mist eliminator filters (Coalescer) and secondly a dust filter (washable pleat). Both filters are washable and can easily be removed and replaced as required.

| Ventilation Fans, incl. air handling units | | | |
|--|---|------------------|-----------|
| Ref | Service work | By whom | Freq |
| 1 | Check filters (if fitted) and wash clean if necessary | Maintenance Team | Quarterly |
| 2 | Refit filters and check sealing | Maintenance Team | Quarterly |
| 3 | Check for imbalance, abnormal noise or vibration | Maintenance Team | Quarterly |
| 4 | Check drive belts for correct tension and alignment | Maintenance Team | Quarterly |
| 5 | Check belt guards | Maintenance Team | Quarterly |
| 6 | Check canvass collars | Maintenance Team | Quarterly |
| 7 | Oil/grease bearings if required | Maintenance Team | Quarterly |
| 8 | Check flexible duct connection for leaks | Maintenance Team | Quarterly |
| 9 | Check overload setting | Maintenance Team | Quarterly |
| 10 | Clean fan impeller and check for corrosion | Maintenance Team | Quarterly |
| 11 | Tighten grub screws on pulleys and impeller | Maintenance Team | Quarterly |
| 12 | Check VSD & clean cooling fan | Maintenance Team | Quarterly |
| 13 | Check & clean grilles, brackets, springs & rubbers | Maintenance Team | Quarterly |
| 14 | Check plant for corrosion and touch up if necessary | Maintenance Team | Quarterly |
| 15 | Record all readings on checklist | Maintenance Team | Quarterly |

| Smoke & Fire Dampers | | | |
|----------------------|---|------------------|-----------|
| Ref | Service work | By whom | Freq |
| 1 | Check wiring & tighten connections | Maintenance Team | Quarterly |
| 2 | Check for correct operation | Maintenance Team | Quarterly |
| 3 | Check for imbalance, abnormal noise or vibration | Maintenance Team | Quarterly |
| 4 | Lubricate linkages and tighten bushes | Maintenance Team | Quarterly |
| 5 | Check damper actuators and recalibrate when necessary | Maintenance Team | Quarterly |
| 6 | Check for corrosion and touch up if necessary | Maintenance Team | Quarterly |
| 7 | Record all readings on checklist | Maintenance Team | Quarterly |

5.10.11 Change Rooms

Existing extract ducting was removed whereby new ducting, disc valves fans and controls were installed at the respective change rooms on L00. This was done to improve the airflow in the shower and jacuzzi areas in an effort to reduce steam build-up that set off the Stadium's smoke detectors.

Fans (2 off): AMS Model AP0504/AP10/16, Duty 1 200 l/s @ 120Pa [370w, 1.2A, 3 phase]

The Jacuzzi installation at the Cape Town Stadium requires the appropriate maintenance associated with the installed equipment. There are a total of six (6) Libra/Plexicor Baths fitted at both change rooms. The successful service provider will have to obtain a full understanding of the operating procedures and inspect/check the mechanical components on a six (6) monthly cycle for correct operation. The mechanical components referred to, are the electrical controls, pumps and piping.

The water is primarily heated by six (6) of 21kW heat pump units. In-line filters, pumps, piping, refrigeration cycle and electronic controls are to be serviced every six (6) months.

Heat Pumps: Sunworx SBR-21-HA-S HPC circulating type (Output - 21kW)

Circulation Pump: Wilo MHI-205N c/w frequency converter MT6

| Heat Pumps – Jacuzzi's | | | |
|------------------------|---|------------------|-----------|
| Ref | Service work | By whom | Freq |
| 1 | Check filters (if fitted) and wash clean if necessary | Maintenance Team | 6 Monthly |
| 2 | Refit filters and check sealing | Maintenance Team | 6 Monthly |
| 3 | Check for imbalance, abnormal noise or vibration | Maintenance Team | 6 Monthly |
| 4 | Check thermostat | Maintenance Team | 6 Monthly |
| 5 | Check controller settings and operation | Maintenance Team | 6 Monthly |
| 6 | Check motor and heaters/voltage/amperes | Maintenance Team | 6 Monthly |
| 7 | Check all safety and pressure switches | Maintenance Team | 6 Monthly |
| 8 | Spray clean condenser fins (if necessary) and comb | Maintenance Team | 6 Monthly |
| 9 | Check and treat any corrosion on condenser unit | Maintenance Team | 6 Monthly |
| 10 | Check oil & refrigerant charge | Maintenance Team | 6 Monthly |
| 11 | Check electrical wiring, contacts and terminals; repair as required | Maintenance Team | 6 Monthly |
| 12 | Clean drip tray and drain, check trap seal | Maintenance Team | 6 Monthly |
| 13 | Check operation of safety controls | Maintenance Team | 6 Monthly |
| 14 | Check crankcase heater | Maintenance Team | 6 Monthly |
| 15 | Check compressor running current (each phase) A | Maintenance Team | 6 Monthly |
| 16 | Check voltage (each phase) V | Maintenance Team | 6 Monthly |
| 17 | Check control panel and starter for wear | Maintenance Team | 6 Monthly |
| 18 | Check overload settings | Maintenance Team | 6 Monthly |
| 21 | Tighten all starter and control terminals | Maintenance Team | 6 Monthly |
| 22 | Check pump and clean strainer | Maintenance Team | 6 Monthly |
| 23 | Check and recalibrate safety controls | Maintenance Team | 6 Monthly |
| 24 | Record all readings on checklist | Maintenance Team | 6 Monthly |

5.10.12 Catering Equipment

The Stadium's kitchens and kiosks have various catering equipment installed. The equipment is listed above and within the pricing schedule. Even though all the equipment is not specified, an occasion may arise where repairs have to be performed on the items not listed. This will be dealt with via the event preparation or appropriate maintenance agreement rate card.

| Catering Equipment – General, but not limited to; | | | |
|---|---|------------------|-----------|
| Ref | Service work | By whom | Freq |
| 1 | Check general appearance & clean equipment | Maintenance Team | 6 Monthly |
| 2 | Check that no screws and nuts have worked themselves loose | Maintenance Team | 6 Monthly |
| 3 | Check for imbalance, abnormal noise or vibration | Maintenance Team | 6 Monthly |
| 4 | Check that the elements, pilot light and drain tap are working correctly | Maintenance Team | 6 Monthly |
| 5 | Check all electrical connections, electrical wiring, contacts and terminals; repair as required | Maintenance Team | 6 Monthly |
| 6 | Check the slides and runners of the doors and lubricate if necessary | Maintenance Team | 6 Monthly |
| 7 | Check the well for water leaks | Maintenance Team | 6 Monthly |
| 8 | Check the condition of the element seal and drain gasket | Maintenance Team | 6 Monthly |
| 9 | Check and descale the element and well | Maintenance Team | 6 Monthly |
| 10 | Record all readings on checklist | Maintenance Team | 6 Monthly |

5.10.13 Commentary Booths

The commentary booths are situated on L02 concourse area on the West side of CTS. Three (3) high static ducted hideaway inverter units have been installed to cover the six individual rooms. The units, each with a capacity of 24 000 BTU's are controlled via a fixed control terminal mounted in the main rooms. All ducting, diffusers and filters are included in this scope. The systems are linked to the BMS system.

5.10.14 LED Screens - Enclosures

The LED screens are situated on the 3rd seating tier at gridlines 265 & 635 respectively. Two (2) ducted units per LED Wall have been installed to cover the respective enclosures. The units, each with a capacity of 12 000 BTU's are designed to operate when the LED screens

operate on a duty and back-up configuration. All ducting, diffusers and filters are included in this scope. The systems are linked to the BMS and HMI systems.

| Ducted & ducted hideaway AC Unit | | | |
|----------------------------------|--|------------------|-----------|
| Ref | Service work | By whom | Freq |
| 1 | Check filters (if fitted) and wash clean if necessary | Maintenance Team | Monthly |
| 2 | Refit filters and check sealing | Maintenance Team | Monthly |
| 3 | Check for imbalance, abnormal noise or vibration (indoor unit) | Maintenance Team | Monthly |
| 4 | Check for any signs of heater failure or overheating | Maintenance Team | Monthly |
| 5 | Check controller settings and operation | Maintenance Team | Monthly |
| 6 | Check that condensate drains away | Maintenance Team | Monthly |
| 7 | Check condensate pump operation (where fitted) | Maintenance Team | Monthly |
| 8 | Spray clean condenser fins (if necessary) and comb | Maintenance Team | Quarterly |
| 9 | Check ducting & diffusers | Maintenance Team | Quarterly |
| 10 | Check and treat any corrosion on outdoor unit | Maintenance Team | Quarterly |
| 11 | Oil/grease bearings if required (indoor unit) | Maintenance Team | 6 Monthly |
| 12 | Check oil & refrigerant charge | Maintenance Team | 6 Monthly |
| 13 | Clean drip tray and drain, check trap seal | Maintenance Team | 6 Monthly |
| 14 | Check and treat any corrosion on coil and frame (indoor unit) | Maintenance Team | 6 Monthly |
| 15 | Check for water carryover from drip tray | Maintenance Team | 6 Monthly |
| 16 | Check panels and insulation for leaks/damage | Maintenance Team | 6 Monthly |
| 17 | Clean evap coil with medium pressure spray | Maintenance Team | 6 Monthly |
| 18 | Check oil and refrigerant charge | Maintenance Team | 6 Monthly |
| 19 | Check for refrigerant leaks | Maintenance Team | 6 Monthly |
| 20 | Check BMS controls | Maintenance Team | 6 Monthly |
| 21 | Check operation & calibrate safety controls | Maintenance Team | 6 Monthly |
| 22 | Check crankcase heater | Maintenance Team | 6 Monthly |
| 23 | Check compressor running current (each phase) A | Maintenance Team | 6 Monthly |
| 24 | Check voltage (each phase) V | Maintenance Team | 6 Monthly |
| 25 | Check control panel and starter for wear | Maintenance Team | 6 Monthly |
| 26 | Check overload settings | Maintenance Team | 6 Monthly |
| 27 | Tighten all starter and control terminals | Maintenance Team | 6 Monthly |
| 28 | Record all readings on checklist | Maintenance Team | 6 Monthly |

5.11 Kiosk & Kitchen Smoke Extraction

The enviro ventilation system is equipped with 3 sets of filters (pre, bag & carbon inclusive of a coalesce filter) that remove particles, fat, oil, odour and toxic gases from kitchen fumes with the use of a high pressure centrifugal fan.

The kiosk and kitchens food preparation areas are not fully utilised as a commercial cooking facility. As per SANS 1850:2012 the canopy, grease removal devices, fans, filters & associated equipment shall be cleaned to bare metal at minimum intervals of six months. A report, including photographs, has to accompany the certificate of completion by the accredited company. The report must contain, but not limited to,

- The systems cleaned
- Pre-clean & post clean measurements
- Photographic evidence
- All MSDS documentation for chemicals used
- Observations & recommendations
- Sketch or schematics indicating access panels, cut-outs & uncleaned areas
- If uncleaned, a short explanation as to the reason why
- As all units are not in use, those determined that it is not necessary to clean, the City will not be liable to pay for the service

The following areas are served;

Level 02

Kiosk #1 GL 680-690

Kiosk # 4 GL 50-60

Kiosk #10 GL 310-320

Kiosk #14 GL 400-410

Level 03
Kitchen SW GL 680-690
Kitchen NW GL 50-60

Level 04
Kitchen SW GL 680-690
Kitchen NW GL 50-60

Level 05
Kitchen SW GL 680-690
Kitchen NW GL 50-60
Kitchen #10 GL 310-320
Kitchen #14 GL 400-410

Specifications:

| REF | AREA SERVED | LOCATION | ENVIRO TYPE | MODEL | MODULES | CAPACITY | | FAN MODEL | MOTOR SIZE | Power Supply |
|--------|-------------|----------|-------------|-------|---------|----------|----------|-----------|------------|--------------|
| | | | | | | Air QTY | Pressure | | | |
| E/L2.1 | LEVEL 2 | KIOSK | VERITECH | E-4 | 4 | 3400 l/s | 700 PA | BDB450 | 5.5 kW | 380/3/50 |
| E/L2.2 | LEVEL 2 | KIOSK | VERITECH | E-2 | 2 | 1680 l/s | 700 PA | BDB355 | 3.0 kW | 380/3/50 |
| E/L2.3 | LEVEL 2 | KIOSK | VERITECH | E-4 | 4 | 3400 l/s | 700 PA | BDB450 | 5.5 kW | 380/3/50 |
| E/L2.4 | LEVEL 2 | KIOSK | VERITECH | E-2 | 2 | 1680 l/s | 700 PA | BDB355 | 3.0 kW | 380/3/50 |
| E/L3.1 | LEVEL 3 | KITCHEN | VERITECH | E-1.5 | 1.5 | 1120 l/s | 700 PA | BDB315 | 2.2 kW | 380/3/50 |
| E/L3.2 | LEVEL 3 | KITCHEN | VERITECH | E-1.5 | 1.5 | 1120 l/s | 700 PA | BDB315 | 2.2 kW | 380/3/50 |
| E/L4.1 | LEVEL 4 | KITCHEN | VERITECH | E-2 | 2 | 1400 l/s | 700 PA | BDB355 | 3.0 kW | 380/3/50 |
| E/L4.2 | LEVEL 4 | KITCHEN | VERITECH | E-2 | 2 | 1400 l/s | 700 PA | BDB355 | 3.0 kW | 380/3/50 |
| E/L5.1 | LEVEL 5 | KITCHEN | VERITECH | E-2 | 2 | 1680 l/s | 700 PA | BDB355 | 3.0 kW | 380/3/50 |
| E/L5.2 | LEVEL 5 | KITCHEN | VERITECH | E-2 | 2 | 1680 l/s | 700 PA | BDB355 | 3.0 kW | 380/3/50 |
| E/L5.3 | LEVEL 5 | KITCHEN | VERITECH | E-2 | 2 | 1680 l/s | 700 PA | BDB355 | 3.0 kW | 380/3/50 |
| E/L5.4 | LEVEL 5 | KITCHEN | VERITECH | E-2 | 2 | 1680 l/s | 700 PA | BDB355 | 3.0 kW | 380/3/50 |

| REF | AREA SERVED | LOCATION | TYPE | CANOPY MODEL | ENVIRO UNIT | SIZE | | | | | AIR QTY |
|--------|-------------|----------|----------|-----------------|-------------|--------|---|-------|---|--------|----------|
| | | | | | | Length | x | Width | x | Height | |
| C/L2.1 | LEVEL 2 | KIOSK | VERITECH | V-BANK BOX TYPE | E-4 | 3200 | x | 2200 | x | 600 | 3400 l/s |
| C/L2.2 | LEVEL 2 | KIOSK | VERITECH | BOX TYPE | E-2 | 3000 | x | 1200 | x | 600 | 1680 l/s |
| C/L2.3 | LEVEL 2 | KIOSK | VERITECH | V-BANK BOX TYPE | E-4 | 3200 | x | 2200 | x | 600 | 3400 l/s |
| C/L2.4 | LEVEL 2 | KIOSK | VERITECH | BOX TYPE | E-2 | 3000 | x | 1200 | x | 600 | 1680 l/s |
| C/L3.1 | LEVEL 3 | KITCHEN | VERITECH | BOX TYPE | E-1.5 | 2000 | x | 1100 | x | 600 | 1120 l/s |
| C/L3.2 | LEVEL 3 | KITCHEN | VERITECH | BOX TYPE | E-1.5 | 2000 | x | 1100 | x | 600 | 1120 l/s |
| C/L4.1 | LEVEL 4 | KITCHEN | VERITECH | BOX TYPE | E-2 | 2500 | x | 1200 | x | 600 | 1400 l/s |
| C/L4.2 | LEVEL 4 | KITCHEN | VERITECH | BOX TYPE | E-2 | 2500 | x | 1200 | x | 600 | 1400 l/s |
| C/L5.1 | LEVEL 5 | KITCHEN | VERITECH | BOX TYPE | E-2 | 3000 | x | 1200 | x | 600 | 1680 l/s |
| C/L5.2 | LEVEL 5 | KITCHEN | VERITECH | BOX TYPE | E-2 | 3000 | x | 1200 | x | 600 | 1680 l/s |
| C/L5.3 | LEVEL 5 | KITCHEN | VERITECH | BOX TYPE | E-2 | 3000 | x | 1200 | x | 600 | 1680 l/s |
| C/L5.4 | LEVEL 5 | KITCHEN | VERITECH | BOX TYPE | E-2 | 3000 | x | 1200 | x | 600 | 1680 l/s |

TENDER NO: 236S/2022/23

| ENVIRO UNITS | | | | | | | | | | | | | | |
|---------------------|---|------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|------------|
| | Unit, Filters & Controls | Frequency | M1 | M2 | M3 | M4 | M5 | M6 | M7 | M8 | M9 | M10 | M11 | M12 |
| 1 | Clean and wash filters - replace if necessary | Monthly | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ |
| 2 | Check unit operation | Quarterly | | | √ | | | √ | | | √ | | | √ |
| 3 | Check fans for undue noise & vibration - rectify if necessary | Quarterly | | | √ | | | √ | | | √ | | | √ |
| 4 | Check fan impellers and drive pulleys are secure to shaft | Quarterly | | | √ | | | √ | | | √ | | | √ |
| 5 | Check alignment of pulleys and belt condition/tension | Quarterly | | | √ | | | √ | | | √ | | | √ |
| 6 | Check controls operation & recalibrate if necessary | 6 Monthly | | | | | | √ | | | | | | √ |
| 7 | Check safety devices and reset if necessary | 6 Monthly | | | | | | √ | | | | | | √ |
| 8 | Check and tighten all electrical terminal connections | Annually | | | | | | | | | | | | √ |
| 9 | Clean and inspect for corrosion, touch up where necessary | Annually | | | | | | | | | | | | √ |
| 10 | Check and clean contactors and panel | Quarterly | | | √ | | | √ | | | √ | | | √ |
| 11 | Check and tighten all terminal connections | Quarterly | | | √ | | | √ | | | √ | | | √ |
| 12 | Check all indication lamps and meters | Quarterly | | | √ | | | √ | | | √ | | | √ |
| 13 | Check all contactors - advise on condition | Quarterly | | | √ | | | √ | | | √ | | | √ |
| 14 | Blow out control panels/boards | Annually | | | | | | | | | | | | √ |
| 15 | Check all screws and springs | Annually | | | | | | | | | | | | √ |
| 16 | Clean fuses and circuit breakers | Annually | | | | | | | | | | | | √ |
| 17 | Check and set all overloads | Annually | | | | | | | | | | | | √ |
| 18 | Test all safety devices | Annually | | | | | | | | | | | | √ |
| 19 | Test on load - voltage and amperage | Annually | | | | | | | | | | | | √ |
| 20 | Cleaning – ducting & canopy | 6 Monthly | | | | | √ | | | | | | √ | |

5.12 Mechanical Pump System

The Plumbing Systems installation at the Cape Town Stadium is both simple and complex and as such proper maintenance testing should be carried as described below.

This enquiry is for the maintenance of parts of the Plumbing System as detailed below and to provide the necessary staff and systems to provide this maintenance service. The requirement would be to include for overtime rates as well as standby rates as required from time to time. Further, an allowance is to be made for quoting to carry out emergency maintenance as required from time to time.

Note:

- All pumps and associated electrical and mechanical equipment must be maintained in full accordance with the Original Equipment Manufacturer/supplier (OEM).
- All maintenance work carried out needs to be recorded in the appropriate log books or applicable job cards signed and returned to the Facilities Manager.

5.12.1 Booster Pump Station

- The booster pump station consists of the following:
 - Reservoir with level indication
 - Three main pumps, each with individual variable speed drives
 - Pressure transducer
 - Electrical control panel
 - Temperature probes on each pump
 - Low water level probes
 - Emergency stop switches mounted on main panel.

5.12.2 Basic operation:

The pressure transducer is the main controlling feature in this installation. As the pressure drops in the main line, (set at 700kPa) the first pump would start and maintain the desired pressure. The variable speed control in the panel will speed up and slow down according to the pressure signal from the transducer.

The pressure will drop as toilets flush or water is used.

Should the water usage increase, the pressure will drop and a second pump will start. These pumps start up slowly and adjust speed according to the pressure in the main line. There are three pumps – one being a standby pump. This third standby pump is incorporated in the control system. It will start up should the second pump fail or not be able to attain the pressure. As the water usage decreases the pumps slow down and turn off in the reverse of how they started.

| Booster pump station pumps | | | |
|----------------------------|---|-------------------|-----------|
| Maintenance required: | | | |
| Ref | Service work | By whom | Freq |
| 1. | General operation of the plant: <ul style="list-style-type: none"> • Check water level – not too low • Bleed the air vent screw on each main pump • Feel the pumps and motors for temperature increases • Pumps are maintaining the desired set point pressure • Check all valves open | Maintenance staff | 6 Monthly |
| 2. | Pump maintenance: No routine maintenance required. If the pump does not run for long periods – it is advisable to operate pump for a few minutes each week. | Maintenance staff | Weekly |

The other main pumping systems are detailed below.

| Other Pumps – Centrifugal & Submersible | | | |
|---|---|--|-----------|
| Ref | Service work | By whom | Freq |
| 1. | Moat Pump sets | | |
| | <p>The following to be carried out 3 monthly to each pump:</p> <ul style="list-style-type: none"> • Ensure that the sump is clear of debris • Sump to be filled with water • In auto mode – the 2 submersible pumps will activate first (one after the other depending on the water level). • Equivalently they will switch off when the low level float is activated. • Run this operation twice to ensure that the duty/cycle function is in place for the two submersible pumps. • Sump must be filled to the top with water (again). • If the inflow to the sump is greater than the capacity of the submersible pumps, one of the self-priming surface pumps will start and the submersibles will switch off. In the event of the inflow too great for one pump the other one or both will start on rising levels in the sumps. This must be tested to ensure the level sensor is operating as required. • All pumps can be switched to manual and started by means of pushbuttons. This must be done once operation sequence is checked and all that is left is to ensure that all the pumps have run during the maintenance procedures. • Listen to pump operation. If the pumps are producing extreme noise levels it is a sign of either cavitation or the pumps are struggling on the suction side. If so, check sump for debris and any blockages in the system. • Check for any leakage in the plant room – this can indicate worn joint and bearings. • Verify that water supply tank on high level in the plant room is kept full, in order for the water to gravitate from the tank into the casings of the three self-priming pumps in order to keep the pumps primed at all times. • Any operational faults (i.e. delayed activation, motor trip, delayed de-activation, rotation between duty cycles) must be documented and addressed immediately. • Following completion of full maintenance procedure the communication between the pumps and the BMS must be verified. Ensure that all the status levels were logged by the BMS. | Maintenance staff | Quarterly |
| 2. | Substation drainage pumps - omit | Mouille Point Substation – to be omitted | N/A |
| | <p>2 x Alpha O2RAT cast iron self-priming pumps close- coupled to a 1,5kW 2900 RPM 380V electric motor.</p> <p>Mounted on a steel stand with suction piping through the wall and down into the sump.</p> | | |
| | <p>System operates as follows:</p> <ul style="list-style-type: none"> • Four float switches are fitted in the sump on different levels. When the selector switch on the electrical control panel is switched to the auto mode, the operation will be as follows: • The water rises to a level where it tilts the lowest and second lowest switch. • Pump one starts and pumps water level down, until the lowest switch drops and the pump stops. • In the event that one pump fails to start or cannot cope with the inflow, the switch third from the bottom will start pump two. • If the level rises to the extent where it tilts the highest switch, an alarm will be activated. • A flip/flop relay will cycle the pumps. <p>With the selector switch in the manual mode the pumps can be operated by means of pushbuttons.</p> | | |

| Other Pumps – Centrifugal & Submersible | | | |
|---|---|-------------------|-----------|
| Ref | Service work | By whom | Freq |
| | <p>The following must be performed once a month:</p> <ul style="list-style-type: none"> • Ensure the sump is clear of debris. • Sump to be filled with water. • The two self-priming pumps can be operated automatically by float switches or in the manual mode by pushbuttons. • In auto mode one of the pumps will be switched on by the float switches tilting on rise of water level. • If the inflow is greater than the pump's capacity and the sump level keeps rising the high level float switch will switch the second pump on. • The lowest float switch will stop one or both pumps when the water level drops. • This exercise must be done at least twice to ensure that the duty/cycle function operates as required. • A container with water is fitted on a level higher than the pumps and a pipe from this container feeds the pumps with municipal water to keep the pumps primed at all times. • The control panel can also be switched to manual and pumps started and stopped by means of pushbuttons. This must be done to ensure controls are in working order. • Any operational faults (i.e. delayed activation, motor trip, delayed de-activation, rotation between duty cycles) must be documented and addressed immediately. | Maintenance staff | Quarterly |
| 3. | Electric tunnel sump pumps | | |
| | Lowara DOC3 0.25kW single phase submersible pump with built in float switch. | | |
| | This unit to be tested once a quarter. | Maintenance staff | Quarterly |
| 4. | Subsoil submersible drainage pumps (2 off at Gate entrance D) | | |
| | 2 x Lowara DOC3 0.25kW single phase submersible pump with built in float switch. | | |
| | Mounted on a steel stand with suction piping through the wall and down into the sump. | | |
| | <p>System operates as follows:</p> <ul style="list-style-type: none"> • Four float switches are fitted in the sump on different levels. When the selector switch on the electrical control panel is switched to the auto mode, the operation will be as follows: • The water rises to a level where it tilts the lowest and second lowest switch. • Pump one starts and pumps water level down, until the lowest switch drops and the pump stops. • In the event that one pump fails to start or cannot cope with the inflow, the switch third from the bottom will start pump two. • If the level rises to the extent where it tilts the highest switch, an alarm will be activated. • A flip/flop relay will cycle the pumps. <p>With the selector switch in the manual mode the pumps can be operated by means of pushbuttons.</p> | | |

| Other Pumps – Centrifugal & Submersible | | | |
|---|---|-------------------|-----------|
| Ref | Service work | By whom | Freq |
| | <p>The following must be performed once a quarter:</p> <ul style="list-style-type: none"> • Ensure the sump is clear of debris. • Sump to be filled with water. • The two self-priming pumps can be operated automatically by float switches or in the manual mode by pushbuttons. • In auto mode one of the pumps will be switched on by the float switches tilting on rise of water level. • If the inflow is greater than the pump's capacity and the sump level keeps rising above the high level float switch will switch the second pump on. • The lowest float switch will stop one or both pumps when the water level drops. • This exercise must be done at least twice to ensure that the duty/cycle function operates as required. • A container with water is fitted on a level higher than the pumps and a pipe from this container feeds the pumps with municipal water to keep the pumps primed at all times. • The control panel can also be switched to manual and pumps started and stopped by means of pushbuttons. This must be done to ensure controls are in working order. • Any operational faults (i.e. delayed activation, motor trip, delayed de-activation, rotation between duty cycles) must be documented and addressed immediately. | Maintenance staff | Quarterly |
| 5. | Sump pump (situated at ramp main entrance) | | |
| | Lowara DOC3 0.25kW single phase submersible pump with built in float switch. This unit to be tested once a quarter. | | |
| 6. | L06 Booster Pump Stations (X2) | | |
| | <p>There are 2X pump stations situated on L00 that supply L06 (North & South areas only) with water during major events.</p> <ul style="list-style-type: none"> • At GL200 there are 6 of 10m³ tanks, 2X 32l/s 8 Bar 18.5 kW Grundfoss VSD booster pump sets and a Pump DB with associated equipment. • At GL530 there are 7 of 10m³ tanks, 2X 32l/s 8 Bar 18.5 kW Grundfoss VSD booster pump sets and a Pump DB with associated equipment. • Maintain electronic controls, VSD's, DB's & pumps • The scope of works, specifications, operating manuals are available for perusal | Maintenance staff | Quarterly |
| 7. | L06 – L08 Booster Pump Stations (X2) | | |
| | <p>There are 2X pump stations situated on L00 that supply L06, L07 & L08 (West & East areas only) with water during major events.</p> <ul style="list-style-type: none"> • At GL210 there are 3 of 10m³ tanks, 6.54 kW DAB/VSD booster pump sets and a Pump DB with associated equipment. • At GL540 there are 3 of 10m³ tanks, 2X 5.5 kW DAB/VSD booster pump sets and a Pump DB with associated equipment. • Maintain electronic controls, VSD's, DB's & pumps • The scope of works, specifications, operating manuals are available for perusal | Maintenance staff | Quarterly |

(6) CONDITIONS OF TENDER**6.1 General****6.1.1 Actions**

6.1.1.1 The DHL Stadium (CTS) 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 these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

The parties agree that this tender and its acceptance shall be subject to the supply chain management policy of CTS.

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 CTS of any other remedies available to it.

6.1.1.2 The CTS, the tenderer and 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 CTS shall declare any conflict of interest to CTS 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.

6.1.1.3 The CTS shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

6.1.2 Interpretation

6.1.2.1 The additional requirements contained in the returnable documents are part of these Conditions of Tender.

6.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

6.1.3 Communication during tender process

Verbal or any other form of communication, from the CTS, 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 CTS, unless communicated by the CTS in writing to suppliers by its Manager: Supply Chain Management or his nominee.

6.1.4 The CTS's right to accept or reject any tender offer

6.1.4.1 The CTS may accept or reject any tender offer and may cancel the tender process or reject all tender offers at any time before the formation of a contract. The CTS 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 services, works or goods requested; or
- (b) no acceptable tenders are received; or
- (c) there is a material irregularity in the tender process.

The CTS shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.

6.1.5 Procurement procedures**6.1.5.1 General**

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

6.1.6 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**6.1.6.1 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) and the SCM Policy of the CTS:

- a) Persons aggrieved by decisions or actions taken by the DHL Stadium 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.

6.1.6.2 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 CTS, may appeal against that decision by giving written notice of the appeal and reasons to the CTS/Chief Executive Officer 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

6.1.6.3 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 (PAJA) and Promotion of Access to Information Act (PAIA).

6.1.6.4 All requests referring to sub clauses 6.1.6.1 and 6.1.6.2 must be submitted in writing to:

The CEO CTS - C/o the Manager: Supply Chain Management

Via hand delivery at: DHL Stadium, Fritz Sonnenberg Road Green Point 8051

Via post at: PO Box 298 Cape Town 8000

Via email at: scmcts@capetown.gov.za

6.1.6.5 All requests referring to clause 6.1.6.3 regarding access to information or reasons must be submitted in writing to:

The CEO CTS -

Via hand delivery at: DHL Stadium, Fritz Sonnenberg Road Green Point 8051

Via post at: PO Box 298 Cape Town 8000

Via email at: lesley.dereuck@capetown.gov.za

6.1.8 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.

6.2 Tenderer's obligations

6.2.1 Responsiveness Criteria

6.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

6.2.1.1.1 Submit a tender offer

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

6.2.1.1.2 Compliance with requirements of CTS SCM Policy and procedures adopted by CTS.

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

- a) Full name of tendering entity to be provided;
- b) Identification number or company or other registration number to be provided;
- c) Tax reference number to be provided;
- d) VAT registration number (if any) to be provided;
- e) 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 (applicable schedule to be completed);
- f) A copy of the partnership / joint venture / consortium agreement to be provided.
- g) 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);
- h) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed);
- i) 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);
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- k) The tenderer's tax matters with SARS are in order;
- l) The tenderer is not an advisor or consultant contracted with the CTS,
- m) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.

6.2.1.1.3 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria:

| Description of quality criteria | Maximum possible score |
|---|------------------------|
| (1) Demonstrated experience of the tendering entity with respect to equivalent contracts; | 60 |
| (2) Qualifications and demonstrated experience of the key staff in relation to the scope of work; | 20 |
| (3) Proven track-record, reliability and suitability of equipment and support structure; | 20 |
| Maximum possible score for Quality (Ms) | 100 |

Detailed Scoring of Quality:**1) Demonstrated experience of the tendering entity with respect to equivalent contracts (Complete and submit Returnable Schedule 13 A):**

| Description of quality criteria | Evaluation criteria | Applicable points |
|---|--|-------------------|
| Number of equivalent maintenance contracts that have been successfully managed in terms of scope and magnitude. Tenderer to complete Schedule 13 A. | 1 - 2 Contracts 5 points 3 - 4 Contracts 15 points 5 Contracts or more 30 points | 30 |

| Description of quality criteria | Evaluation criteria | Applicable points |
|---|---|-------------------|
| Number of events in excess of 40 000 PAX with respect to deployed representation. Tenderer to complete Schedule 13 A. | 1 Event 5 points 2 - 4 Events 10 points 5 - 9 Events 20 points 10 Events or more 30 points | 30 |

2) Qualifications and demonstrated experience of the key staff permanently employed to the Scope of Work (Complete and submit Returnable Schedule 13 B):

| Description of quality criteria | Evaluation criteria | Applicable points |
|---|---|-------------------|
| Experience of key staff to be deployed on this contract. The submission of the Curriculum Vitae (CV's) and associated documentation, such as the supporting schedules, is to be of a high quality. This must include evidence of suitable accreditation and competencies to work on the installed equipment. Tenderer to provide proof or evidence by completing Schedule 13 B. | Curriculum Vitae of a Contracts Supervisor 1 - 2 Supervisors.....1 point 3 - 4 Supervisors.....2 points | 2 |
| | Curriculum Vitae of a Johnson Controls Metasys accredited BMS and PLC Instrumentation Technician: 1 to 2 Certified /Accreditation BMS Technicians.....2 points 3 to 4 Certified /Accreditation BMS Technicians.....4 points 5 or more Certified/Accreditation BMS Technicians.....8 points | 8 |
| | Curriculum Vitae of Qualified HVAC Mechanics incl. SAQCC Safe Handling of Refrigerant accreditation: 1 to 3 Certified/Accredited Mechanics.....2 points 4 to 5 Certified/ Accredited Mechanics.....6 points 6 or more Certified/Accredited Mechanics.....10 points | 10 |

3) Proven track-record, reliability and suitability of equipment and support structure (Complete and submit Returnable Schedule 13 D & 13 E):

| Description of quality criteria | Evaluation criteria | Applicable points |
|--|--|-------------------|
| Track record and support structures with respect to the scope of works as provided by the tenderer. Tenderer to complete Schedule 13 C & 13 D. | Track record - overview of accomplishments, exceptional performance & overall experience in the industry [relative to scope & magnitude of this contract - where experience on the Johnson Controls Metasys Building Management System is demonstrated and evidence is provided. 1 - 3 Achievements/Testimonials.....1 point 4 - 5 Achievements/Testimonials3 points 6 or more Achievements/Testimonials.....5 points | 5 |
| | Evidence to include: SARACCA (South African Refrigeration and Air Conditioning Contractors Association), SAIRAC (South African Institute of Refrigeration & Air Conditioning membership, proof of a training & development process that includes | 10 |

| | | |
|--|--|---|
| | apprenticeship programs and/or trade test certification, Johnson Controls Metasys Building Management System accreditation. SARACCA Membership.....3 points SAIRAC Membership.....2 points Johnson Controls Metasys BMS Accreditation3 points Training & Development Program2 points | |
| | Availability of an electronic incident tracking and monitoring system that indicates logged events or customer calls, turnaround time, status and trends. | 5 |

The minimum qualifying score for functionality is **60 points** out of a maximum of **100 points**.

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.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format 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.

Tenderers shall ensure that all relevant information has been submitted with the tender offer on Schedule 13 A - 13 D of the tender document in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria.

6.2.1.1.5 Local production and content

Not Applicable

6.2.1.1.6 Pre-qualification criteria for preferential procurement

Not Applicable

6.2.2 Cost of tendering

The CTS will not be liable 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.

6.2.3 Check documents

The documents issued by the CTS for the purpose of a tender offer are listed in the index of this tender document.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the CTS at once to have the same rectified.

6.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the CTS only for the purpose of preparing and submitting a tender offer in response to the invitation.

6.2.5 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.

6.2.6 Acknowledge and comply with notices

Acknowledge receipt of notices to the tender documents, which the CTS may issue, fully comply with all instructions issued in the notices, and if necessary, apply for an extension of the closing time stated on

the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CTS can show proof of transmission thereof via electronic mail, facsimile or registered post.

6.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information.

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.

6.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the CTS at least one week before the closing time stated in the General Tender Information, where possible.

6.2.9 Pricing the tender offer

6.2.9.1 Comply with all pricing instructions as stated on the Price Schedule.

6.2.10 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the CTS, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

6.2.11 Alternative tender offers

6.2.11.1 No Alternative offers will be considered.

6.2.12 Submitting a tender offer

- 6.2.12.1** Submit one tender offer only on the original tender documents as issued by the CTS, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CTS together with all Returnable Schedules duly completed and signed will be declared responsive.
- 6.2.12.2** Return the entire document to the CTS after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 6.2.12.3** Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English
- 6.2.12.4** Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.
- 6.2.12.5** Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions 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 CTS's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.
- 6.2.12.6** Seal the original tender offer and copy packages together in an outer package that states on the outside only the CTS's address and identification details as stated in the General Tender

Information.

- 6.2.12.7** Accept that the CTS shall 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.
- 6.2.12.8** Accept that tender offers submitted by facsimile or e-mail will be rejected by the CTS, unless stated otherwise in the tender conditions.
- 6.2.12.9** By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.
- 6.2.12.10** Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the DHL Stadium, Fritz Sonnenber Road, Green Point, Cape Town, 8051, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.
- 6.2.12.12** The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled **List of Other Documents Attached by Tenderer**.

6.2.13 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 CTS as non-responsive.

6.2.14 Closing time

- 6.2.14.1** Ensure that the CTS receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.
- 6.2.14.2** Accept that, if the CTS extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
- 6.2.14.3** Accept that, the CTS shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

6.2.15 Tender offer validity and withdrawal of tenders

- 6.2.15.1** Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the CTS at any time for a period of 120 days after the closing date stated on the front page of the tender document.
- 6.2.15.2** Notwithstanding the period stated above, the tender shall be deemed to remain valid, irrevocable and open for acceptance until formal acceptance by the CTS at any time after the expiry of the original validity period, unless the CTS is notified in writing of anything to the contrary (including any further conditions) by the tenderer. Any further conditions introduced by the supplier will be considered at the sole discretion of the CTS.
- 6.2.15.3** A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CTS after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:
 - a) it shall be liable to the CTS for any additional expense incurred or losses suffered by the CTS in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
 - b) the CTS shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the

tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CTS shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

6.2.16 Clarification of tender offer, or additional information, after submission

Provide clarification of a tender offer, or additional information, in response to a written request to do so from the CTS during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the CTS elect to do so.

Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CTS's written request may render the tender non-responsive.

6.2.17 Provide other material

6.2.17.1 Provide, on request by the CTS, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CTS for the purpose of the evaluation of the tender. 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 CTS's request, the CTS may regard the tender offer as non-responsive.

6.2.17.2 Provide, on written request by the CTS, where the transaction value 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.

6.2.17.3 Tenderers undertake to fully cooperate with the CTS's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CTS.

6.2.18 Samples, Inspections, tests and analysis

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

If the **Specification** requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CTS in writing, then the bid concerned may be declared non-responsive.

6.2.19 Certificates

The tenderer must provide the CTS with all certificates as stated below:

6.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CTS Registration Office, Fritz Sonnenberg Road, Green Point, Cape Town, 8051 or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes of Good Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

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

6.2.19.2 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. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CTS at the Supplier Management Unit located at Fritz Sonneberg Road, Green Point, Cape Town, 8051, or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** page of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

6.2.20 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. 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 **upon written request to do so by the CTS**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

6.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods 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 himself 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 CTS to clarify the actual requirements of anything 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 CTS's Supply Chain Management Policy.

The CTS will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

6.3 The DHL Stadium undertakings

6.3.1 Respond to requests from the tenderer

6.3.1.1 Unless otherwise stated in the Tender Conditions, respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

6.3.1.2 The CTS's representative for the purpose of this tender is stated on the General Tender Information page.

6.3.2 Issue Notices

If necessary, issue notices 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 (where possible) before the tender closing time stated on the front page of the tender document. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CTS may grant such extension and, shall then notify all tenderers who drew documents.

Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CTS can show proof of transmission thereof via electronic mail, facsimile or registered post.

6.3.3 Opening of tender submissions

6.3.3.1 Unless the two-envelope system is to be followed, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.

6.3.3.2 Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices and the preferences indicated.

6.3.3.3 Make available a record of the details announced at the tender opening meeting on the City of Cape Town's website (<http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx>.)

6.3.3.4 Make available the pricing schedules upon written request.

6.3.4 Two-envelope system (not applicable)

6.3.4.1 Where stated in the tender conditions that a two-envelope system is to be followed, open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each tenderer whose technical proposal is opened.

6.3.4.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

6.3.5 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 and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

6.3.6 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.

6.3.7 Test for responsiveness

6.3.7.1 Appoint an evaluation panel and 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.

6.3.7.2 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 CTS's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications, or
- b) significantly change the CTS's or the tenderer's risks and responsibilities under the contract

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

6.3.8 Arithmetical errors, omissions and discrepancies

6.3.8.1 Check the responsive tenders for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Price Schedule; or
arithmetical errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
 - ii) the summation of the prices; or
 - iii) calculation of individual rates.

6.3.8.2 The CTS must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If 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 tendered shall govern, and the unit rate shall be corrected.
- c) 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 Price Schedules apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

6.3.8.3 In the event of tendered rates or lump sums being declared by the CTS to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CTS is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the CTS, but this shall be done without altering the tender offer in accordance with this clause.

Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the CTS, the CTS may declare the tender as non-responsive.

6.3.9 Clarification of a tender offer

The CTS may, after the closing date, request additional information or clarification from tenderers, 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.

6.3.10 Evaluation of tender offers

6.3.10.1 General

6.3.10.1.1 Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.

6.3.10.1.2 For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

- a. If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b. If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c. If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CTS will check all quoted rates against those supplied by its own bank).
- e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

6.3.10.2 Decimal places

Score financial offers, preferences and functionality, as relevant, to two decimal places.

6.3.10.3 Scoring of tenders (price and preference)

6.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 3)**:

- based on the sum of the prices/rates in relation to a typical works project.

6.3.10.3.2 Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.

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

6.3.10.3.4 Applicable formula:

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$Ps = 80 \times \left(1 - \frac{(Pt - Pmin)}{Pmin} \right)$$

Where: Ps is the number of points scored for price;
Pt is the price of the tender under consideration;
Pmin is the price of the lowest responsive tender.

Preference points shall be scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.

A maximum of 20 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **20** adjudication points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

| B-BBEE Status Level of Contributor | Number of Points for Preference |
|------------------------------------|---------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor* | 0 |

*A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor.

or, in respect of Exempted Micro Enterprises (EMEs):

| Black Ownership of EME | Deemed B-BBEE Status Level of Contributor | Number of Points for Preference |
|---------------------------------|---|---------------------------------|
| less than 51% | 4 | 12 |
| at least 51% but less than 100% | 2 | 18 |
| 100% | 1 | 20 |

or, in respect of Qualifying Small Enterprises (QSEs):

| Black Ownership of QSE | Deemed B-BBEE Status Level of Contributor | Number of Points for Preference |
|---------------------------------|---|---------------------------------|
| at least 51% but less than 100% | 2 | 18 |
| 100% | 1 | 20 |

The total number of adjudication points (N_T) shall be calculated as follows:

$$N_T = P_S + N_P$$

Where: Ps is the number of points scored for price;
Np is the number of points scored for preference.

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

6.3.10.5 Risk Analysis

Notwithstanding compliance with regard to any requirements of the tender, the CTS will perform a risk analysis in respect of the following:

- reasonableness of the financial offer
- 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 CTS reserves the right to consider a tenderer's existing contracts with the CTS in this regard.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CTS that he/she has the resources and skills required.

6.3.11 Negotiations with preferred tenderers

The CTS 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 Company Executive Officer (CEO) (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 CTS.

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 PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

6.3.12 Acceptance of tender offer

Notwithstanding any other provisions contained in the tender document, the CTS reserves the right to:

- 6.3.12.1** Accept a tender offer which does not, in the CTS's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.
- 6.3.12.2** Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CTS is not obliged to accept the lowest or any tender.
- 6.3.12.3** Accept the tender offer, only if in the opinion of the CTS, the tenderer:
 - a) can demonstrate that it has the necessary resources and skills to fulfil its obligations in terms of the tender document,
 - b) does not pose any material risk to the CTS,
 - c) is not currently a supplier to whom notice has been served regarding abuse of the supply chain management system.

6.3.13 Prepare contract documents

6.3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the CTS as part of the tender documents to take account of:

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

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

6.3.14 Notice to successful and unsuccessful tenderers

6.3.14.1 Before accepting the tender of the successful tenderer the CTS shall notify the successful tenderer in writing of the decision of the CTS's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

6.3.14.2 The CTS 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.

6.3.15 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.

(7) SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract and must be read in conjunction with the National Treasury Conditions of Contract:

1. Definitions

Delete Clause 1.15 and substitute with the following

- 1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

Delete Clause 1.19 and substitute with the following

- 1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System.

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the **Cape Town Stadium (RF) SOC Limited (CTS)**. The address of the Purchaser is Fritz Sonnenberg Rd, Green Point, Cape Town, 8051

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded

3. General Obligations

Delete Clause 3.2 in its entirety and replace with the following clauses.

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.5 The **Supplier** shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial delivery programme
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the Supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the Purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the Purchaser on demand any penalty for delay due by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The **Purchaser** shall:
 - 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the Supplier.
 - 3.6.2 Make payment to the **Supplier** for the goods as set out herein.
 - 3.6.3 Take possession of the goods upon delivery by the Supplier.
 - 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
 - 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the contract documents.
 - 3.6.6 Grant or refuse any extension of time requested by the Supplier to the period stated in clause 10.
 - 3.6.7 Inspect the goods to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
 - 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

5. Use of contract documents and information; inspection, copyright, confidentiality, etc.

Add the following after clause 5.4:

- 5.5 Copyright of all documents prepared by the Supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the Purchaser. Where copyright is vested in the Supplier, the Purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the Supplier's permission to copy for such use. Where copyright is vested in the Purchaser, the Supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the Purchaser hereby indemnifies the Supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the Supplier and paid for by the Purchaser shall, after payment, vest with the Purchaser

5.6 Publicity and publication

The Supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the Purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality

Both parties shall keep all information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other party.

5.8 Intellectual Property

5.8.1 The Seller acknowledges that it shall not acquire any right or interest in or to the Intellectual Property of the Purchaser

5.8.2 The Seller hereby assigns to the Purchaser any Intellectual Property created or developed for or during this Contract, unless agreed otherwise by the Parties in writing.

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

'Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Purchaser or an organisation acting on behalf of the Purchaser.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order.

10.2 The Purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the goods have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

11.2 Without limiting the obligations of the Supplier in terms of this contract, the Supplier shall effect and maintain the following additional insurances:

- a) Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than R20 million for any single claim;
- b) 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;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act,

Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period

In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CTS will retain its right of recourse against the Supplier.

- 11.3 The Supplier shall be obliged to furnish the CTS with proof of such insurance as the CTS may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered.

16. Payment

Delete Clause 16.1 in its entirety and replace with the following:

- 16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The Supplier may submit a fully motivated application regarding more frequent payment to the Purchaser for consideration. Requests for more frequent payments will be considered at the sole discretion of the Purchaser and is not a right in terms of this contract.

Delete Clause 16.2 in its entirety and replace with the following:

- 16.2 The Supplier shall furnish the Purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.
- 16.3 The first payments in terms of the Right's fee will be made within 90 days from signing the contract with CTS. The preferred rights fee for the remaining year's will be payable upon the anniversary date and are subject to Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation
- 16.4 All payments will be made within 30 days from receiving an invoice from the CTS.
- 16.5 The Purchaser shall be entitled to set-off any amounts due to the Supplier against amounts due to it or held by the Purchaser.

Add the following after clause 16.4

- 16.6 Notwithstanding any amount stated on the order, the Supplier shall only be entitled to payment for goods actually delivered in terms of the Contract or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

The CTS is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

17. Prices

Add the following after clause 17.1

- 17.2 The prices for the goods delivered and services performed shall be subject to contract price adjustment as per Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation
- 17.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless

otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.

- 17.3 Tenderers are only permitted to offer firm prices as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 17.4 The Purchaser reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 17.5 When submitting a claim for contract price adjustment a Supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 17.6 The Purchaser reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the Supplier fail to submit such auditor's certificates or other documentary proof to the CTS within a period of 30 (thirty) days from the date of the request, it shall be presumed that the Supplier has abandoned its claim.
- 17.7 In the **first year** of the period contract, the Contract Price/s **shall be fixed** and not be subject to any contract price adjustment.

18. Contract Amendments

Delete the heading of clause 18 and replace with the following:

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods or any extension of the duration of the contract that the Purchaser issues to the Supplier as instructions in writing, subject to prior approval by the Purchaser's delegated authority as reflected on an authorised amended order. Should the Supplier deliver any goods not described in a written instruction from the Purchaser, such work will not become due and payable until amended order has been issued by the Purchaser.

21. Delays in the Supplier's performance

Delete Clause 21.2 in its entirety and replace with the following:

- 21.2 If at any time during the performance of the contract the Supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the Supplier shall notify the Purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

Where additional time is granted, the Purchaser shall also determine whether or not the Supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the Purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the Supplier and the Purchaser, additional time only (no costs) will be granted.

The Purchaser shall notify the Supplier in writing of his decision(s) in the above regard.

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or

performance.

22.2 The penalty for this contract shall be:

22.2.1 Reports: Reports to be submitted within 5 working days as from the last day of the month. The CTS reserves the right to penalize the tenderer R250 penalty per day for the late submission of reports.

22.2.2 Events: The CTS reserves the right to penalize the tenderer with R50 per person for every short staff member as per quotation.

22.2.3 Quotations: Tenderer to submit quotations within 48 hours of request. The CTS reserves the right to penalize the Tenderer with R250 per day for every 24 hours of late submission.

22.2.4 Invoices: Invoices to be submitted within 48 hours of works completed. The CTS reserves the right to penalise the Tenderer with R250 per day for every 24 hours of late submission

23. Termination for default

Delete the heading of clause 23 and replace with the following:

23. Termination

Add the following to the end of clause 23.1:

if the Supplier fails to remedy the breach in terms of such notice

Add the following after clause 23.7:

23.8 In addition to the grounds for termination due to default by the Supplier, the contract may also be terminated:

23.8.1 Upon the death of the Supplier who was a Sole Proprietor, or a sole member of a Corporate entity, in which case the contract will terminate forthwith.

23.8.2 The parties by mutual agreement may terminate the contract.

23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the Purchaser by written notice

23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party in terms of the Contract.

27. Settlement of Disputes

Amend clause 27.1 as follows:

27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the Purchaser and the Supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

Delete Clause 27.2 in its entirety and replace with the following:

27.2 Resolution of Disputes, Objections, Complaints and Queries

The Chief Executive Officer must appoint an independent and impartial person, not directly involved in the supply chain management process –

27.2.1. To assist in the resolution of disputes between the Cape Town Stadium and other persons regarding:

27.2.1.1 Any decisions or actions taken in the implementation of the supply chain management system; or

27.2.1.2 Any matter arising from a contract awarded in the course of the supply chain management system; or

27.2.2 To deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such a contract.

- 27.3 The Chief Executive Officer, or another official designated by the Chief Executive Officer is responsible for assisting the appointed person to perform his or her functions effectively.
- 27.4 The person appointed must –
- 27.4.1 Strive to resolve promptly all disputes, objections, complaints or queries received; and
- 27.4.2 Submit monthly reports to the Chief Executive Officer on all disputes, objections, complaints or queries received, attended to or resolved.
- 27.5 A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
- 27.5.1 The dispute, objection, complaint or query is not resolved within 60 days; or
- 27.5.2 No response is forthcoming within 60 days.
- 27.6 If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- 27.7 This paragraph must not be read as affecting a person's right to approach a court at any time.

28. Limitation of Liability

Delete clause 28.1 (b) and replace with the following:

- (b) other than liability in clause 28.2, the aggregate liability of the Supplier to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the Supplier shall be solely liable for and hereby indemnifies and holds harmless the Purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expenses in connection with:
- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;
- arising from, out of, or in connection with the performance by the Supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the Purchaser.
- 28.3 The Supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the Purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the Purchaser or its agents or employees.
- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission
- d) sent by email – on the first working day after delivery.

32. Taxes and Duties

Delete the final sentence of 32.3 and replace with the following:

In this regard, it is the responsibility of the Supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Purchaser at its address.

Add the following after clause 32.3:

32.4 The **VAT registration** number of the DHL Stadium is **4500193497**.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

(9) SUPPORTING SCHEDULES**Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums**

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CTS shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

Account Holder: _____

Financial Institution: _____

Branch Code: _____

Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CTS shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CTS is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CTS of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CTS for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CTS as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of exclusion and division.

| SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM | | |
|--|---------|---|
| 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 shall be appended to List of other documents attached by tenderer schedule.

Schedule 2: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing ? (Please mark with X)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
(ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the City of Cape Town or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

- 2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

- 2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

| Organ of State | Contract Description | Contract Period | Non-compliance/dispute (if any) |
|----------------|----------------------|-----------------|---------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the City of Cape Town is expected to be transferred out of the Republic? (Please mark with X)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

4.1 If YES, furnish particulars below

| |
|--|
| |
| |
| |
| |
| |

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 employer of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practice (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: 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.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the Supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the Supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the Supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practise, 2013, to CTS at the Supplier Management Unit located within the Tender Distribution Office, Fritz Sonneberg Road, Green Point, Cape Town, 8051.
- 1) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 2) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CTS may have) in accordance with Section 3 below;
- 3) The CTS will verify the B-BBEE level of contributor of the Supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the Supplier. In the

case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the Supplier;

- 4) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the Supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 5) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the DHL Stadium; and
- 6) immediately inform the DHL Stadium of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the Supplier from the tender process;
- 2) recover costs, losses or damages the DHL Stadium has incurred or suffered as a result of the Supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the DHL Stadium has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the DHL Stadium for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the DHL Stadium, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the Supplier qualified for (unless so declared or proven to be beyond the control of the Supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the Supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (\text{B-BBEE}^a - \text{B-BBEE}^t) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^t = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the Supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the Supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

| Type of B-BBEE Contributor | Status (tick box(es) below as applicable) |
|---|---|
| Exempted Micro Enterprise (EME), 100% black-owned | <input type="checkbox"/> |
| Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned | <input type="checkbox"/> |
| Exempted Micro Enterprise (EME), less than 51% black-owned | <input type="checkbox"/> |
| Qualifying Small Enterprise (QSE), 100% black-owned | <input type="checkbox"/> |
| Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned | <input type="checkbox"/> |
| Qualifying Small Enterprise (QSE), less than 51% black-owned | <input type="checkbox"/> |
| Verified B-BBEE contributor <input type="checkbox"/> B-BBEE Status Level of Contributor ¹ | <input type="checkbox"/> |
| Non-compliant contributor | <input type="checkbox"/> |

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

1) With reference to Condition 8 in Section 2 above, the Supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

☐
Note:

Suppliers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the Supplier contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the Supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the Supplier may be required to furnish documentary proof to the satisfaction of CTS that the BBBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the Supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

Name (PRINT)

(For and on behalf of the Supplier (duly authorised))

| For official use. | | |
|---|----|----|
| SIGNATURE OF CTS OFFICIALS AT TENDER OPENING | | |
| 1. | 2. | 3. |

Schedule 4: Declaration of Interest – State Employees (MBD 4)

1. No bid will be accepted from persons in the service of the state¹.

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 tenderer 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
 - 3.14 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

4. Full details of directors / trustees / members / shareholders

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

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 employer of any other remedies available to it.

Signature

Print name:

Date

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.

Schedule 5: Conflict of Interest Declaration

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 CTS 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 City of Cape Town, please contact the following:

the City'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 employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, 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) or Database of Restricted Suppliers.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item | Question | Yes | No |
|-------|---|-------------------------------------|------------------------------------|
| 2.1 | <p>Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 2.1.1 | If so, furnish particulars: | | |
| 2.2 | <p>Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?</p> <p>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.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 2.2.1 | If so, furnish particulars: | | |
| 2.3 | <p>Was the tenderer or any of its directors/members 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?</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 2.3.1 | If so, furnish particulars: | | |

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 2.4 | 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"/> |
| 2.4.1 | If so, furnish particulars: | | |
| 2.5 | 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"/> |
| 2.7.1 | If so, furnish particulars: | | |

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 employer of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

Instructions:

- 8.1 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 All Requests for price variations must be submitted in writing to:
- DHL Stadium (RF) SOC Limited
Fritz Sonnenberg Rd,
Green Point,
Cape Town,
8051
- Or via email to: scmcts@capetown.gov.za
- 8.5.1 When submitting a claim for contract price adjustment a supplier shall indicate, the actual amount claimed for each item. A mere notification of any price variation will not be considered under any circumstances as valid and no relevance will be attached to such a claim.
- 8.5.2 All requests for price variations must be submitted in writing prior to the month upon which the price adjustment would become effective.
- 8.5.3 The CTS reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final revised figures are issued by the relevant Authority.
- 8.5.4 The CTS reserves the right to request the Supplier to submit Audit's Certificate or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the Supplier fail to submit such Audit's Certificate or other documentary proof to the CTS within a period of 30 (thirty) days from the date of the request, it shall be presumed that the Supplier has abandoned his claim and no further communication shall be considered.
- 8.6 In the **first year** of the contract period, the Contract Price/s **shall be fixed** and not be subject to any contract price adjustment.
- 8.7 The **second year** of the contract period shall be the 12 month period following the first year.
- 8.8 The tendered price will be subject to adjustment **annually** based on the average consumer Price Index (CPI) (P0141–Table B – CPI headline year-on-year rates) as follows:
- 8.8.1 **Second year:**
Average CPI will be calculated by adding the percentage CPI for the 12 month of 01 May of the previous year to 30 April of the current and dividing by 12 months.
- 8.8.2 **Third year**
Average CPI will be calculated by adding the percentage CPI for the 12 month of 01 May of the previous year to 30 April of the current and dividing by 12 months.

Schedule 9: Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE DHL STADIUM (HEREINAFTER CALLED THE "CTS") AND

..... ,
(Supplier/Mandatar/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

Mandatar

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

Witness

for and on behalf of
DHL Stadium

Schedule 10: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **TENDER NO. 236S/2022/23: The Provision Of HVAC & Mechanical Pump Maintenance and Event Support Services for the Cape Town Stadium (CTS)** in response to the tender invitation made by THE DHL STADIUM, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : _____ (Name of tenderer)

That:

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 authorised 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 authorised 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 organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, 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 price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 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 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 tender invitation 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, Act 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 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

(For and on behalf of the Tenderer (duly authorised))

(¹ Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

Schedule 11: List of other documents attached by tenderer

The tenderer has attached to this schedule, the following additional documentation:

| | Date of Document | Title of Document or Description (refer to clauses / schedules of this tender document where applicable) |
|-----|------------------|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |
| 11. | | |
| 12. | | |
| 13. | | |
| 14. | | |
| 15. | | |
| 16. | | |
| 17. | | |

Attach additional pages if more space is required.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

| |
|---|
| Schedule 12: 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:

Schedule 13: Information to be provided with the tender

- The following information shall be provided by the Tenderer with the Tender submission.
- All submissions are to be of high quality.
- The various details/information required in Returnable Schedules **13 A, 13 B, 13 C and 13 D** are attached:

SIGNED ON BEHALF OF TENDERER:

Schedule 13 A: Functionality Schedules

Demonstrated experience of the tendering entity with respect to equivalent contracts.

- Number of equivalent maintenance contracts that have been successfully managed in terms of scope and magnitude.

| | | |
|----------|---|--|
| 1 | Brief Description of Contract: <hr/> <hr/> Contract Period: <hr/> Total Value of Contract awarded to you: R <hr/> | Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> <hr/> |
| 2 | Brief Description of Contract: <hr/> <hr/> Contract Period: <hr/> Total Value of Contract awarded to you: R <hr/> | Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> <hr/> |
| 3 | Brief Description of Contract: <hr/> <hr/> Contract Period: <hr/> Total Value of Contract awarded to you: R <hr/> | Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> <hr/> |
| 4 | Brief Description of Contract: <hr/> <hr/> Contract Period: <hr/> Total Value of Contract awarded to you: R <hr/> | Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> <hr/> |

| | | |
|---|---|--|
| 5 | Brief Description of Contract: <hr/> <hr/> Contract Period: <hr/> Total Value of Contract awarded to you: <hr/> R <hr/> | Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> <hr/> |
| 6 | Brief Description of Contract: <hr/> <hr/> Contract Period: <hr/> Total Value of Contract awarded to you: <hr/> R <hr/> | Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> <hr/> |
| 7 | Brief Description of Contract: <hr/> <hr/> Contract Period: <hr/> Total Value of Contract awarded to you: <hr/> R <hr/> | Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> <hr/> |
| 8 | Brief Description of Contract: <hr/> <hr/> Contract Period: <hr/> Total Value of Contract awarded to you: <hr/> R <hr/> | Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> <hr/> |

ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.

SIGNED ON BEHALF OF TENDERER:

Schedule 13 A: Functionality Schedules (Conti.)

- Number of events in excess of 40 000 PAX with respect to deployed representation.

| | | |
|----------|---|--|
| 1 | Brief Description of Event: <hr/> <hr/> Event Date: _____ HostingPAX | Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> |
| 2 | Brief Description of Event: <hr/> <hr/> Event Date: _____ HostingPAX | Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> |
| 3 | Brief Description of Event: <hr/> <hr/> Event Date: _____ HostingPAX | Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> |
| 4 | Brief Description of Event: <hr/> <hr/> Event Date: _____ HostingPAX | Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> |
| 5 | Brief Description of Event: <hr/> <hr/> Event Date: _____ HostingPAX | Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> |

| | | |
|---|--|--|
| 6 | Brief Description of Event: Event Date: _____ HostingPAX | Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First name or Initials, plus Surname) Telephone Number: _____ |
| 7 | Brief Description of Event: Event Date: _____ HostingPAX | Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First name or Initials, plus Surname) Telephone Number: _____ |
| 8 | Brief Description of Event: Event Date: _____ HostingPAX | Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First name or Initials, plus Surname) Telephone Number: _____ |

ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.

SIGNED ON BEHALF OF TENDERER:

13 B: Functionality Schedules

Qualifications and demonstrated experience of the key staff permanently employed to the Scope of Work.

- Experience of key staff to be deployed on this contract. The submission of the Curriculum Vitae (CV's) and associated documentation, such as the supporting schedules, is to be of a high quality. This must include evidence of suitable accreditation and competencies to work on the installed equipment.

| | Name | Designation and/or Company | Experience (in years) | CV Attached (Yes / No) |
|---|------|----------------------------|-----------------------|------------------------|
| Supervisors | | | | |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| Accredited BMS and PLC Technicians | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| Accredited HVAC Mechanics | | | | |
| 10. | | | | |
| 11. | | | | |
| 12. | | | | |
| 13. | | | | |
| 14. | | | | |
| 15. | | | | |

ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.

SIGNED ON BEHALF OF TENDERER:

13 C: Functionality Schedules

Track record - overview of accomplishments, exceptional performance & overall experience in the industry (relative to scope & magnitude of this contract - where experience on the Johnson Controls Metasys Building Management System is demonstrated and evidence is provided).

| | Name of Client | Description of Contract | Contract Value in Rands | Testimonial / Award / Letter of Recommendation / Achievement, etc. Attached (Yes / No) |
|----|----------------|-------------------------|-------------------------|--|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |

ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.

SIGNED ON BEHALF OF TENDERER:

Schedule 13 D: Functionality Schedule

Evidence of SARACCA (South African Refrigeration and Air Conditioning Contractors Association), SAIRAC (South African Institute of Refrigeration & Air Conditioning membership, proof of a training & development process that includes apprenticeship programs and/or trade test certification, and Johnson Controls Metasys Building Management System accreditation to be attached to this schedule.

| | Membership Required / Description | Evidence Attached? (Yes / No) |
|----|--|----------------------------------|
| 1. | SARACCA Membership | |
| 2. | SAIRAC Membership | |
| 3. | Johnson Controls Metasys BMS Accreditation | |
| 4. | Training & Development Program | |

Availability of an electronic incident or project tracking and monitoring system that indicates logged events or customer calls, turnaround time, status and trends, etc.

| Example / Representation of the proposed electronic tracking & monitoring system attached: | (Yes / No) |
|--|------------|
| INSERT HERE OR ATTACH AN ADDITIONAL SHEET | |

ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.

SIGNED ON BEHALF OF TENDERER:

(10) CONTRACT DOCUMENTS**ANNEXURE 1: Form of Guarantee / Performance Security****NOT APPLICABLE****FORM OF GUARANTEE / PERFORMANCE SECURITY****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no ____: ____ and such amendments or additions to the contract as may be agreed in writing between the parties.

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 Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "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 Guarantee/Performance Security 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 CTS the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by CTS to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, CTS intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by CTS to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to CTS the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from CTS to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:
 - 5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance

Security is called up in terms of 5; or

- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/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, CTS shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of CTS's bank compounded monthly and calculated from the date payment was made by the Guarantor to CTS 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. CTS shall have the absolute right to arrange its affairs with the Supplier in any manner which CTS may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security 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 Guarantee/Performance Security 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 / Performance Security shall be returned to the Guarantor after it has expired.
12. This Guarantee/Performance Security, 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 Guarantee/Performance Security 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 18 October 2016) approved for issue of contract guarantees to CTS:

National Banks:

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

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Home Loan Guarantee Co.
Infiniti Insurance Limited
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renasa Insurance Company Ltd.
Santam Limited
Zurich Insurance Co

ANNEXURE 2: Form of Advance Payment Guarantee

NOT APPLICABLE

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE of VAT) of R

Amount in words:

"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.

"Plant and materials" means: The Plant and materials in respect of which an advance payment prior to manufacture is required, which the City of Cape Town has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum amount of R

Amount in words:

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Advance Payment 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 Advance Payment 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 City of Cape Town the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum advanced by the City of Cape Town has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Supplier's default and that this Advance Payment 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 Supplier and that the Advance Payment 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. 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 City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment 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 Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter 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 Advance Payment 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 Guarantee/Performance Security 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 3: Monthly Project Labour Report (Example)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting this form

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, capital letter characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted services / works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406 or email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Either a Contract (in the case of contracted out services or works) or a Works Project (in the case of direct employment by the City) name and number must be inserted. The name of the contract or works project may be abridged if necessary. In the case of term tenders the contract name and number must reflect the term tender as advertised.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Workers Details and Work Information

- 8 Care must be taken to ensure that worker details correspond accurately with the worker's ID document of which a **Certified copy must be kept for reporting.**

Jobseeker Database Reference Number

- 9 Unique number generated by Jobseekers system to confirm workers were sourced from the Jobseekers database operated by Subcouncils

New workers: Training: Reporting Threshold

- 10 A new worker is one in respect of which a new employment contract is signed in the current month.
- 11 Refers to work days only. Formal accredited Training / Non-accredited training that does not form part of on-the-job training must be excluded from this entry
- 12 All formal accredited / non-accredited training that does not form part of on-the-job training
- 13 Workers earning more than the maximum daily rate (Reporting Threshold) (currently R350 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 14 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.
- 15 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and **Certified ID documents** are only required in respect of new workers.
- 16 If a computer is not available hardcopy forms and supporting documentation will be accepted.
- 17 Failure to adhere to reporting requirements may result in the withholding of payment; penalties being applied or both

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

| | | | |
|---|-----|--|--------------|
| CONTRACT OR WORKS PROJECT NAME: (6) | | CONTRACT OR WORKS PROJECT NUMBER: (6) | |
| DIRECTORATE: | | DEPARTMENT: | |
| CONTRACTOR OR VENDOR NAME: | | CONTRACTOR OR VENDOR E-MAIL ADDRESS: | |
| CONTRACTOR OR VENDOR CONTACT PERSON: | | CONTRACTOR OR VENDOR TEL. NUMBER: | CELL WORK |
| PROJECT LABOUR REPORT CURRENT MONTH (mark with "X") | | | |
| JAN | FEB | MAR | APR |
| MAY | JUN | JUL | AUG |
| SEP | OCT | NOV | DEC |
| YEAR (insert last 2 digits) | | | |
| 2 0 | | | |

| | | | |
|---|--|--|--|
| ACTUAL START DATE (yyyy/mm/dd) | | ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7) | |
| 2 0 | | 2 0 | |
| TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT) | | | |
| R - | | | |

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

WORKER DETAILS AND WORK INFORMATION



| | | | | | | | | | | |
|--|--|--|--|-------------|--------------|--|--|--|--|--|
| CONTRACT OR WORKS PROJECT NUMBER: | | | | | | | | | | |
| | | | | Year | Month | | | | | |
| | | | | of | | | | | | |

| No. | (8) First name | (8) Surname | (8) ID number | (9) Jobseeker Database Reference Number | (10) New Worker (Y/N) | Gender (M/F) | Disabled (Y/N) | (11) No of days worked this month (excl. training) | (12) No of training days this month (with stipend) | (13) Rate of pay per day (R – c) |
|-----|-------------------|----------------|------------------|---|--------------------------------|-----------------|-------------------|--|--|--|
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
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| 20 | | | | | | | | | | |
| | | | | | | | | 0 | 0 R | - |

| | | | | |
|---|-------------|--|------------------|--|
| Declared by Contractor or Vendor to be true and correct: | Name | | Signature | |
| | Date | | | |

| | | | | |
|--|-------------|--|------------------|--|
| Received by Employer's Agent Project Manager/ Representative: | Name | | Signature | |
| | Date | | | |

ANNEXURE 4: BBEE Sub-Contract Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: TENDER NO. TENDER NO: 236S/2022/23
The Provision Of HVAC & Mechanical Pump Maintenance and Event Support Services for the Cape Town Stadium (CTS)

SUPPLIER: _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

| | | | |
|--|---|---------------------------------------|--|
| Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*) | R | B-BBEE Status Level of Prime Supplier | |
|--|---|---------------------------------------|--|

| Name of Sub-contractor (list all) | B-BBEE Status Level of supplier 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 supplier |
|--|--|--|---|--|
| Sub-contractor A | | R | R | R |
| Sub-contractor B | | R | R | R |
| Sub-contractor C | | R | R | R |
| | | | | |
| | | | | |
| Total: | | | | R |
| Expressed as a percentage of P* | | | | % |

¹Documentary evidence to be provided

Signatures

Declared by supplier
to be true and correct:

Date: _____

Verified by CTS
Project Manager:

Date: _____

ANNEXURE 5: Partnership/ Joint Venture (JV) / Consortium/ Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: TENDER NO. 236S/2022/23
The Provision Of HVAC & Mechanical Pump Maintenance and Event Support Services for the Cape Town Stadium (CTS)

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

| Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*) | | R | | B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium | |
|---|---|---|---|---|--|
| Name of partners to the Partnership/ JV / Consortium (list all) | B-BBEE Status Level of each partner at contract award | Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹ | Total value of partner's contribution (excl. VAT) ¹ B = A% x P* | Value of partner's contribution to date (excl. VAT) ¹ C | Value of partner's contribution as a percentage of the work executed to date D = C/P*x100 |
| | | A | | | |
| Partner A | | % | R | R | % |
| Partner B | | % | R | R | % |
| Partner C | | % | R | R | % |
| | | | | | |
| | | | | | |

¹Documentary evidence to be provided

Signatures

Declared by supplier
to be true and correct:

Date:

Verified by CTS
Project Manager:

Date:

ANNEXURE 6: Insurance Broker's Warranty (Pro Forma)

Logo

Letterhead of supplier's Insurance Broker

Date _____

DHL Stadium (RF) SOC Limited
Fritz Sonnenberg Rd,
Green Point,
Cape Town,
8051
Dear Sir

TENDER NO: 236S/2022/23

The Provision Of HVAC & Mechanical Pump Maintenance and Event Support Services for the Cape Town Stadium (CTS)

NAME OF SUPPLIER: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the DHL Stadium with regard to the abovementioned 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: _____ (Supplier's Insurance Broker)

ANNEXURE 7: Municipal Entity Footprint

