



**DEPARTMENT**  
**TECHNICAL SERVICES**  
**DIRECTORATE**  
**Engineering Services**  
**DIVISION**  
**Architecture**

**PROCUREMENT DOCUMENT : Infrastructure (JBCC)**

Documents can be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekwini Municipality website](#)

**Contract No:** 34083-7i

**Contract Title:** Upgrade of Gas Suppression System at the EtheKwini Transport Authority Data Centre. (Ward 28).

**Estimated CIDB:** Grade: **4SF OR** Class:  
**HIGHER SF**

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** [Compulsory Clarification Meeting](#)

**Meeting Location:** [EtheKwini Transport Authority \(ETA\) Server Room, 30 Archie Gumede Place, Stamford Hill, Durban, 4025](#) on the 11 August 2026 at 10h00.

Queries can be addressed to: [Viroshin Yankanna](#)

The Employer's Agent's: [Tel: 031 311 7632](#)

Representative: [eMail: \[Viroshin.yankanna@durban.gov.za\]\(mailto:Viroshin.yankanna@durban.gov.za\)](#). Consolidated answers to questions will be uploaded 14 August 2026

**TENDER SUBMISSION**

**Tender Submission:** The Tender Offer (hard copy) shall be delivered to:

**Delivery location:** [The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban](#)

**Closing Date/ Time:** [21/08/2026](#) at [11h00](#)

**JDE Submission:** An **electronic submission** is also to be made via the eThekwini Municipality **JDE System (ESP Module)**

**JDE Queries** Lindo Dlamini: Tel: 031-322-7133 / 031-322-7153  
**Contact:** Email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

**Tender Offers submitted via any means other than that stated in the Tender Data will be deemed invalid**

**Issued by:**

**ETHEKWINI MUNICIPALITY**

**Deputy Director: [Architecture](#)**

**Date of Issue:** [31/07/2026](#)

Version: 01/12/2025

**FOR OFFICIAL USE ONLY**

| Tenderer Name: |              |     | VAT Registered: Yes No |
|----------------|--------------|-----|------------------------|
|                | Price (excl) | VAT | Price (incl)           |
| Submitted:     | R            | R   | R                      |
| Corrected:     | R            | R   | R                      |

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## **PART T1: TENDERING PROCEDURES**

### **T1.1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for the works to [\[Upgrade of Gas Suppression System at the Ethekwini Transport Authority Data Centre. \(Ward 28\).\]](#)

| Subject                            | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Tender Data |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Employer</b>                    | The Employer is the eThekweni Municipality as represented by:<br><b>Deputy Director: Architecture</b>                                                                                                                                                                                                                                                                                                                                                                    | C.1.1.1     |
| <b>Tender Documents</b>            | Documentation is to be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality Website</b> : <ul style="list-style-type: none"> <li><a href="https://www.etenders.gov.za/">https://www.etenders.gov.za/</a></li> <li><a href="https://www.durban.gov.za/pages/business/procurement">https://www.durban.gov.za/pages/business/procurement</a></li> </ul>                                                                         | C.1.2       |
| <b>CIDB Eligibility</b>            | It is <u>estimated</u> that Tenderers should have a CIDB contractor grading designation of <b>4SF OR HIGHER</b> (or higher).                                                                                                                                                                                                                                                                                                                                             | C.2.1.2     |
| <b>Meeting Type</b>                | <b>Compulsory Clarification Meeting</b>                                                                                                                                                                                                                                                                                                                                                                                                                                  | C.2.7       |
| <b>Meeting Details</b>             | <b>Ethekweni Transport Authority (ETA) Server Room, 30 Archie Gumede Place, Stamford Hill, Durban, 4025 on the 11 August 2026 at 10h00.</b>                                                                                                                                                                                                                                                                                                                              | C.2.7       |
| <b>Seek Clarification</b>          | Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are:<br><b>Viroshin Yankanna</b><br><b>Tel: 031 311 7632</b><br><b>eMail: <a href="mailto:Viroshin.yankanna@durban.gov.za">Viroshin.yankanna@durban.gov.za</a></b>                                                                                                                                                                                | C.1.4       |
| <b>Submitting a Tender Offer</b>   | The Tender Offer (hard copy) shall be delivered to:<br><br><b>The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban</b><br><br>An <b>electronic submission</b> , via the eThekweni Municipality <b>JDE System (ESP Module)</b> , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the <b>electronic submission</b> , a tender offer will only be deemed valid if the "hard copy" submission has been made. | C.2.13      |
| <b>Closing Time</b>                | The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or <b>before 21/08/2026</b> , at or before <b>11h00</b> .                                                                                                                                                                                                                                                                                                              | C.2.15      |
| <b>Evaluation of Tender Offers</b> | <b>The 80/20</b> Price Preference Point System, as specified in the <b>SCM Policy: Section 52: Preferential Procurement</b> will be applied in the evaluation of tenders. <b>Tender Data: C.3.11: Evaluation of Tender Offers</b> details the awarding of Preference Points, and other related evaluation requirements.                                                                                                                                                  | C.3.11      |

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

| <b>CIDB B.U.I.L.D. Programme Standards</b>                                                      |                       |
|-------------------------------------------------------------------------------------------------|-----------------------|
| Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts | <b>Not Applicable</b> |
| Standard for Developing Skills through Infrastructure Contracts                                 | <b>Not Applicable</b> |

## **T1.1.2: NOTES TO TENDERERS**

**These “Notes to Tenderers” are intended to provide guidance regarding tendering obligations and requirements.**

**Compliance requirements are stated in the relevant parts of the Tender Data: T1.2.**

### **GENERAL**

- 1) The words BID, TENDER, QUOTATION, and REQUEST FOR QUOTATION (RFQ) are interchangeable throughout this procurement document.
- 2) **JDE-ESP Module** refers to the Supplier Self Service module on the eThekwini Municipality JDE System. Refer to Part T1.1.2.

### **eThekwini Supply Chain Management Policy (SCMP)**

The requirements as stated in the Employer’s SCM Policy include, but are not limited to, the following:

#### **1) Section 14(4): ETM Supplier Database**

The eThekwini Supply Chain Management Policy requires suppliers/ service providers/ contractors to be registered on the **eThekwini Municipality’s Supplier Portal**.

In the event of the Tenderer not being registered on the eThekwini Municipality’s Supplier Portal, the Tenderer must register on the internet at [www.durban.gov.za](http://www.durban.gov.za) by following these links:

- Business
  - Supply Chain Management (SCM)
  - Accredited Supplier and Contractor Database.

The following is to be noted:

- The information for registration as in the possession of the eThekwini Municipality will apply.
- It is the Tenderer’s responsibility to ensure that the details submitted to the Municipality are correct.
- Tenderers are to register prior to the submission of tenders.

#### **2) Section 20(1)(d)(i): Audited Financial Statements**

Audited Financial Statements are required to be submitted if the value of the tender offer exceeds R10 million (incl. VAT). See **Returnable Form: MBD 5** and **Returnable Form: Contracts awarded by Organs of State** in the past 5 years.

#### **3) Section 20(1)(d)(iii): Contracts Awarded during the past 5 Years**

Tenderers are to include with their submission a listing of any contracts awarded to the Tenderer during the past 5 years, including particulars of any material non-compliance or dispute concerning the execution of the contracts. Tenderers are referred to **Returnable Form: MBD 5**

#### **4) Section 13.1(b)(vii), 20(1)(d)(ii), 28.2(d), 29.6(a), 38.1(d), and 29.14: Municipal Rates and Taxes (Fees)**

Tenderers are to refer to **Returnable Form: Declaration of Municipal Fees** to certify that they have no undisputed commitments for municipal services towards any municipality. Prior to an award, a Tenderer’s municipal rates and taxes cannot be in arrears. Should a Tenderer be in arrears with respect to municipal services and has formalised an agreement with the respective municipality to offset the arrears, the agreement must be in place at time of tender closing.

**5) Section 21.2: Tender Validity**

Tenders are to remain valid for twelve (12) months after the expiry of the **original tender validity period** as stated in the **Tender Data**, unless the Municipality is notified, in writing, of anything to the contrary.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

**6) Section 28(2)(d), Section 28(2)(h) and Section use 29(12): Certifications and Registrations**

CIDB Registration and Status, B-BBEE Certificates, and Tax Compliance Status PINs must be valid at the time of tender closing, and before final award.

The Tenderer's Tax Compliance Status, CIDB Registration and Status (if required), and B-BBEE Level Status (if required), will be verified using the National Treasury Central Supplier Database (CSD). Tenderers are referred to **Returnable Form: Compulsory Enterprise Questionnaire**.

It is the Tenderer's responsibility to ensure that their data on the CSD is kept updated and correctly reflects the status of the tendering entity.

**7) Section 28(2)(f), and 52.5.13: Joint Ventures (JV)**

Each party of a JV must submit separate Tax Compliance Status PINs. Unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission.

As proof that a JV has been formalised, or that the parties to the JV agree to formalise the JV should they be successful in being recommended for the award of this tender, Tenderers are referred to **Returnable Form: Joint Venture Agreements**.

**8) Section 49.1.2: Complaints and Objections (Appeals)**

A non-refundable tariff, as per the approved Council tariffs, is payable by the Complainant to the Municipality. Proof of the payment of the Fee must be attached to the complaint.

**CIDB****Regulation 25(8)**

- 9) It should be noted that this contract, unless otherwise stated, is not part of a **Targeted Development Programme (TDP)**. The CIDB provisions in relation to a Contractor's **Potentially Emerging (PE) status** do not apply.

Tenderers are referred to **CIDB Inform Practice Note #32: "Application of the Potentially Emerging (PE) Status"**.

**B.U.I.L.D. Programme**

- 10) A programme to accelerate transformation in the construction industry, increase the capacity of the construction industry to deliver infrastructure and support the growth of emerging contractors, was launched on 14 March 2024 by the Deputy Minister of Public Works and Infrastructure and the Construction Industry Development Board.

Details of the B.U.I.L.D. Programme were published in a Government Gazette in 2020 (GG 43726) and B.U.I.L.D. has gradually been phased in at various levels of government and the private sector. The CIDB, a public entity with the mandate to promote improved performance in construction, oversees the programme and manages the B.U.I.L.D. Fund.

The B.U.I.L.D. programme determines that public sector entities which implement construction projects, that meet certain minimum requirements, must include developmental goals to the deliverables defined in the tenders. If applicable, Contractors are required to include these goals in the plans and pricing when they submit their tender bids.

### **T1.1.3: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM**

**This Part (T1.1.2) is for information purposes only.**

**Compliance requirements are stated in Part T1.2: Tender Data.**

#### **1) General**

eThekwini Municipality Bids, Tenders and Quotations (hereafter referred to as Tenders) are going to be submitted using the JDE System.

This JDE System will be used for:

- Viewing of available (open) Tenders,
- Downloading procurement documentation for Tenders,
- Uploading completed and signed Tender documentation,
- Completion and submission of Tenders electronically,
- Viewing the Tender opening schedule.

#### **2) Registrations**

To be granted access to the **JDE System** prospective service providers must be registered on the **National Treasury's Central Supplier Database (CSD)**, the **eThekwini Municipality Supplier Portal**, and the **eThekwini Municipality JDE System**.

##### **National Treasury: Central Supplier Database**

- Registration can be made on <https://secure.csd.gov.za>.
- Service Providers will be issued a "MAAA" number when registered.

##### **eThekwini Municipality Supplier Portal**

- Registration can be made on <https://www.durban.gov.za> by following these links:  
>Business >Supply Chain Management (SCM) >Accredited Supplier & Contractor Database.

##### **eThekwini Municipality JDE System**

- Service providers requiring access must send an email to [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)  
A copy of the **Director's ID** is required:
- On receipt of this email, the Procurement and Supply Chain Management (P&SCM) Directorate will respond with the login credentials and a link to the **JDE System**.

#### **3) Assistance with using the JDE System**

The following P&SCM Official(s) can be contacted in connection with the use of the **JDE System**:

##### **General Queries:**

- Lindo Dlamini      Tel:            031 322 7153 or 031 322 7133  
                                 Email:        [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

##### **Technical Queries:**

- Jabulani Chauke    Tel:            031 322 9535  
                                 Email:        [Jabulani.Chauke@durban.gov.za](mailto:Jabulani.Chauke@durban.gov.za)

#### **4) Viewing of available tenders**

By following link <https://rfq.durban.gov.za/jde/E1Menu.maf> prospective Service Providers will be able to view available (open) Tender opportunities without signing into the system. However, Service Providers will not be able to respond to a Tender without being signed into the system using a JDE User ID and Password.

## 5) Tender documentation

By accessing the **JDE System** (using <https://rfq.durban.gov.za/>) and viewing any available Tenders, prospective Service Providers will be able to download the relevant Tender documentation.

The Tender documentation consists of the **TENDER** and **CONTRACT Parts**, as described in the INDEX, and will include any drawings and other information (if applicable). Referred to, or included in the documentation, are the **Standard Conditions of Tender (and associated Tender Data)**, and the **Conditions of Contract (and associated Contract Data)** which will govern the tendering and contract processes respectively.

## 6) Submission of tender offers

Reference is to be made to the **Tender Data: C.2.13** that specifies compliance requirements.

Should the **Tender Offer** be required in “hard copy” format, the submission is to be delivered to the Delivery Location as stated in the **Tender Data**.

In addition to the above, **Tender Offers are also to be SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality JDE System (Supplier Self Service (JDE-ESP) Module). Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the “hard copy” submission has been made. The “hard copy” submission will be deemed to be the ruling version.

Bidders are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time, as stated in the **Tender Data: C.2.15**.

## 7) Viewing the Tender opening schedule

Users on the **JDE System** will be able to view the **Tender Opening Schedule** for each closed Tender. The tender opening schedule will also be made available on the eThekweni Municipal website at URL:

<https://www.durban.gov.za/pages/business/publication-of-received-bids>

## **PART T1: TENDERING PROCEDURES**

### **T1.2: TENDER DATA**

#### **T1.2.1 STANDARD CONDITIONS OF TENDER**

The conditions of tender are the **Standard Conditions of Tender** as contained in **Annex C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

The Standard Conditions of Tender make several references to the **Tender Data** for details that apply specifically to this tender. The **Tender Data** (T1.2.2) shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

#### **Annex C**

### **Standard Conditions of Tender**

#### **C.1 General**

##### **C.1.1 Actions**

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

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

*Note:*

*1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

##### **C.1.2 Tender Documents**

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

##### **C.1.3 Interpretation**

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

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



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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional **discounts** it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

**C.1.4 Communication and employer's agent**

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

**C.1.5 Cancellation and Re-Invitation of Tenders**

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

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure;

c) no acceptable tenders are received;

d) there is a material irregularity in the tender process.

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

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

**C.1.6 Procurement procedures**

**C.1.6.1 General**

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

**C.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

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

#### **C.1.6.3.2 Option 2**

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

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

### **C.2 Tenderer's obligations**

#### **C.2.1 Eligibility**

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

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to

submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the ***Tender Data***, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

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

### **C.2.3 Check documents**

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

### **C.2.4 Confidentiality and copyright of documents**

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

### **C.2.5 Reference documents**

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

### **C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the ***Tender Data***, in order to take the addenda into account.

### **C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| <p>with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the <b><i>Tender Data</i></b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p><b>C.2.12 Alternative tender offers</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p><b>C.2.8 Seek clarification</b></p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the <b><i>Tender Data</i></b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>C.2.12.1 Unless otherwise stated in the <b><i>Tender Data</i></b>, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p><b>C.2.9 Insurance</b></p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the <b><i>Contract Data</i></b>. The tenderer is advised to seek qualified advice regarding insurance.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the <b><i>Tender Data</i></b> or criteria otherwise acceptable to the employer.</p> <p>C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p><b>C.2.10 Pricing the tender offer</b></p> <p>C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the <b><i>Tender Data</i></b>.</p> <p>C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.</p> <p>C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the <b><i>Contract Data</i></b>.</p> <p>C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the <b><i>Tender Data</i></b>. The conditions of contract identified in the <b><i>Contract Data</i></b> may provide for part payment in other currencies.</p> | <p><b>C.2.13 Submitting a tender offer</b></p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the <b><i>Contract Data</i></b> and described in the scope of works, unless stated otherwise in the <b><i>Tender Data</i></b>.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the <b><i>Tender Data</i></b>, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> |
| <p><b>C.2.11 Alterations to documents</b></p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the <b><i>Tender Data</i></b>. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the</p>                                                                                                                                                                                                                                                                                                               |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| <p>employer's address and identification details stated in the <b><i>Tender Data</i></b>, as well as the tenderer's name and contact address.</p>                                                                                                                                                                                                                                                                                                                                                              | <p>C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the <b><i>Tender Data</i></b> after the closing time stated in the <b><i>Tender Data</i></b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p>C.2.13.6 Where a two-envelope system is required in terms of the <b><i>Tender Data</i></b>, place and seal the returnable documents listed in the <b><i>Tender Data</i></b> in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the <b><i>Tender Data</i></b>, as well as the tenderer's name and contact address.</p> | <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the <b><i>Tender Data</i></b> for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> |
| <p>C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the <b><i>Tender Data</i></b>.</p>                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p>C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.</p>                                                                                                                                                                                                                                                                                                             | <p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p>C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the <b><i>Tender Data</i></b>.</p>                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p><b>C.2.14 Information and data to be completed in all respects</b></p> <p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>                                                                                                                                                                                                                                                 | <p><b>C.2.17 Clarification of tender offer after submission</b></p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>                                                                                                                                                                        |
| <p><b>C.2.15 Closing time</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p><i>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p>C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the <b><i>Tender Data</i></b> not later than the closing time stated in the <b><i>Tender Data</i></b>. Accept that proof of posting shall not be accepted as proof of delivery.</p>                                                                                                                                                                                                                                 | <p><b>C.2.18 Provide other material</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p>C.2.15.2 Accept that, if the employer extends the closing time stated in the <b><i>Tender Data</i></b> for any reason, the requirements of these conditions of tender apply equally to the extended deadline.</p> <p><b>C.2.16 Tender offer validity</b></p>                                                                                                                                                                                                                                                | <p>C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>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</p>                                                                                                                                                                      |

|               |                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|               | the employer's request, the employer may regard the tender offer as non-responsive.                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| C.2.18.2      | Dispose of samples of materials provided for evaluation by the employer, where required.                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <b>C.2.19</b> | <b>Inspections, tests and analysis</b>                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|               | Provide access during working hours to premises for inspections, tests and analysis as provided for in the <b>Tender Data</b> .                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <b>C.2.20</b> | <b>Submit securities, bonds and policies</b>                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|               | If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the <b>Contract Data</b> .                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <b>C.2.21</b> | <b>Check final draft</b>                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|               | Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <b>C.2.22</b> | <b>Return of other tender documents</b>                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|               | If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the <b>Tender Data</b> .                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <b>C.2.23</b> | <b>Certificates</b>                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|               | Include in the tender submission or provide the employer with any certificates as stated in the <b>Tender Data</b> .                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <b>C.3</b>    | <b>The employer's undertakings</b>                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <b>C.3.1</b>  | <b>Respond to requests from the tenderer</b>                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| C.3.1.1       | Unless otherwise stated in the <b>Tender Data</b> , respond to a request for clarification received up to five (5) working days before the tender closing time stated in the <b>Tender Data</b> and notify all tenderers who collected tender documents.                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| C.3.1.2       | Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|               |                                                                                                                                                                                                                                                                                                                                                       | a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;                                                                                                                                                                                                                                                                                                       |  |
|               |                                                                                                                                                                                                                                                                                                                                                       | b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or                                                                                                                                                                                                                                                                                                                                       |  |
|               |                                                                                                                                                                                                                                                                                                                                                       | c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>C.3.2</b>  | <b>Issue Addenda</b>                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|               |                                                                                                                                                                                                                                                                                                                                                       | If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the <b>Tender Data</b> . If, as a result a tenderer applies for an extension to the closing time stated in the <b>Tender Data</b> , the Employer may grant such extension and, shall then notify all tenderers who collected tender documents. |  |
| <b>C.3.3</b>  | <b>Return late tender offers</b>                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|               |                                                                                                                                                                                                                                                                                                                                                       | Return tender offers received after the closing time stated in the <b>Tender Data</b> , unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.                                                                                                                                                                                                                                                                    |  |
| <b>C.3.4</b>  | <b>Opening of tender submissions</b>                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| C.3.4.1       | Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the <b>Tender Data</b> . Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| C.3.4.2       | Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the <b>Tender Data</b> , the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| C.3.4.3       | Make available the record outlined in C.3.4.2 to all interested persons upon request.                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |

**C.3.5 Two-envelope system**

C.3.5.1 Where stated in the **Tender Data** that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the **Tender Data** and announce the name of each tenderer whose technical proposal is opened.

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

**C.3.6 Non-disclosure**

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

**C.3.7 Grounds for rejection and disqualification**

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

**C.3.8 Test for responsiveness**

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

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

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

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

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

**C.3.9 Arithmetical errors, omissions and discrepancies**

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total



shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

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

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

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

### The activities associated with evaluating tender offers are as follows:

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- Prepare a tender evaluation report
- Confirm the recommendation contained in the tender evaluation report .

**C.3.11.1 General**

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

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

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

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

**C.3.14 Prepare contract documents**

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

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

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

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

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

**C.3.17 Provide copies of the contracts**

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

**C.3.18 Provide written reasons for actions taken**

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



**T1.2.2 TENDER DATA**

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

**C.1: GENERAL**
**C.1.1 The employer:**

The Employer for this Contract is the **eThekweni Municipality** as represented by:

**Deputy Director: Architecture**

**C.1.2 Tender documents:**

The Tender Documents issued by the Employer comprise:

- 1) The Procurement Document, comprising of the PARTS as listed in the "INDEX" on page 1.
- 2) EXCEL Bill of Quantities file, if issued separately.
- 3) **Drawings**, issued separately from this document, or bound in Section C3.4: "Particular Specifications". (Not applicable)

Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website** and/ or the **eThekweni Municipality Website** at URL:

- <https://www.etenders.gov.za/>
- <https://www.durban.gov.za/pages/business/procurement>

Tenderers are to regularly check both web sites for the downloadable documentation.

**C.1.4 Communication and employer's agent:**

The Employer's Agent is:

Name: **Z.L. Mbatha**

Tel: **031 311 7466**

eMail: **Nhlanhla.mbatha@durban.gov.za**

The Employer's Agent's Representative is:

Name: **V.Yankanna**

Tel: **031 311 7632**

eMail: **viro.yankanna@durban.gov.za**

The Tenderer's contact details, as indicated on **Returnable Document "Compulsory Enterprise Questionnaire"**, shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer during tender evaluation.

**C.1.6 Procurement procedures:**

The following Sections of the **Standard Conditions of Tender** are not applicable to this tender:

- **C.1.6.3: Proposal procedure using the two-stage system.**

## C.2: TENDERER'S OBLIGATIONS

### C.2.1 Eligibility:

Entities may only submit one (1) tender offer, either as a single tendering entity or as a partner of a joint venture. Should a tendering entity submit more than one (1) tender, **all** submissions by that tendering entity, including submissions where the entity is a partner of a joint venture, will be deemed not to be eligible.

#### C.2.1.1 Eligibility: General

A Tenderer will not be eligible to submit a tender if:

- (a) In the event of a Compulsory Clarification Meeting:
  - i) the Tenderer fails to attend the Compulsory Clarification Meeting, or
  - ii) the Tenderer fails to have **Returnable Document "Certificate of Attendance at Clarification Meeting / Site Inspection"** signed by the Employer's Agent or their representative at the meeting.
- (b) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekwini Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document "Compulsory Enterprise Questionnaire"** (section 1.5) and **Returnable Document "CSD Registration Report"**.
- (c) In the case of Joint Venture (JV) submissions, two or more JV entities have common directors/ shareholders or common entities tendering for the same works.
- (d) The following documentation is not completed in full, signed, and returned with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
  - T2.2.1: Compulsory Enterprise Questionnaire.
  - T2.2.5: MBD 4: Declaration of Interest.
  - T2.2.6: MBD 5: Declaration for Procurement Above R10 Million. (not applicable)
  - T2.2.7: MBD 6.2: Declaration for Local Production and Content (not applicable)
  - T2.2.8: MBD 8: Declaration of Bidder's Past SCM Practices.
  - T2.2.9: MBD 9: Certificate of Independent Bid Determination.
  - T2.2.10: Declaration of Municipal Fees
- (e) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
  - T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).
  - T2.2.12: Central Supplier Database (CSD) Report.
  - T2.2.13: CIDB Registration and Status.
- (f) At the time of closing, the Tenderer **is not registered with the Fire Detection Industry (FDIA) as a Conditional Installer**. Proof must be supplied in the form of a Membership Certificate reflecting the name of the Tenderer and associated Registration Number.

#### C.2.1.2 Eligibility: CIDB

Tenderers are to reference the provisions of **Tender Data: C.2.23 "Certificates, and Returnable Document "Verification of CIDB Registration and Status"** with respect to CIDB registration. Only those Tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a **4SF or Higher** class of construction work, are eligible to have their tenders evaluated.

## Joint Ventures are not eligible to submit tenders

### C.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

“Documents are to be downloaded, free of charge, from the **National Treasury’s eTenders website** or the **eThekwini Municipality’s Website**.”

### C.2.6 Acknowledge addenda:

Add the following paragraphs:

“Addenda will be published on the **eThekwini Municipality website** as stated in **Tender Data: C.1.2**. Tenderers are to ensure that this website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the **Tender Data**.”

“Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda.”

**Failure of the Tenderer to comply with the requirements of the addenda will result in the tender submission being made non-responsive.**

### C.2.7 Clarification meeting:

Clarification Meeting Type: **Compulsory Clarification Meeting**

**Ethekwini Transport Authority (ETA) Server Room, 30 Archie Gumede Place, Stamford Hill, Durban, 4025 on the 11 August 2026 at 10h00.**

**Consolidated questions and answers will be posted on the eTenders/Municipal website for the benefit of all tenderers by 2026/08/14.**

In the event of a Compulsory Clarification Meeting the Tenderer’s representative(s) must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity’s tender offer.

If an attendance register is applicable, Tenderers must sign the attendance register and provide the name of the tendering entity.

Tenderers are referred to Clause C.2.1.1(a).

### C.2.10.2 Pricing the tender offer:

The following is to be noted in terms of Tenderers being **VAT Registered**, or being a **Non-VAT Vendor** (ie. not VAT registered).

If the Tenderer is **VAT registered**, the Tenderer’s Rates in the Bill of Quantities (BoQ) are to exclude VAT. VAT is to be shown separately on the BoQ summary page, and on the Form of Offer (Part C1.1.1).

If the Tenderer is a **Non-VAT Vendor**, the Tenderer’s Rates in the Bill of Quantities are to include VAT. VAT is not to be shown separately on the BoQ summary page, or on the Form of Offer (Part C1.1.1). VAT will not be added to, or deducted from, rates or prices submitted from **Non-VAT Vendors**. The tendered priced will be deemed to include all VAT, taxes, and any applicable excise duties.

Tenderers are to refer to Part C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS prior to pricing the tender offer.

**C.2.12 Alternative tender offers:**

No alternative tender offers will be considered.

**C.2.13 Submitting a tender offer:**

The signed Tender Offer ("hard copy") is to be sealed in an envelope, addressed to the City Manager, marked with the **identification details** and be delivered to the **delivery address**, both as stated below.

The **Tender Offer** (hard copy) is to be delivered to the following **delivery address**:

the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban

**Identification details** to be shown on the hard copy package are:

- Contract No. : **7i – 34083 (CSA 3293)**
- Contract Title : **Upgrade of Gas Suppression System at the Ethekwini Transport Authority Data Centre. (Ward 28).**

Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekwini Municipality **JDE System** (Supplier Self Service (ESP Module)). For information pertaining to the JDE System, Tenderers are referred to **Section T1.1.2**.

Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the "hard copy" submission has been made. The "hard copy" submission will be the governing submission.

The Tender documentation, issued by the eThekwini Municipality (refer to **Tender Data: C.1.2**), is to be printed in its entirety. Printing should be done on white A4 paper, with printing on only one side of the paper. (It is suggested that the Tender documentation is not stapled, or punched for filing, prior to scanning, as this could affect the scanning process.)

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to a single PDF (Portable Document Format) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (ESP Module). Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (**Tender Data: C.2.15**).

Tender Offer delivery, and the electronic submission on the JDE System, are both to be completed on or before the closing date/ time stated in the **Tender Data: C.2.15**.

The submission of Tender Offers via any means other than that stated above will not be accepted, and those that are will be deemed invalid.

Parts of each tender offer communicated on paper shall be submitted as an original.

**C.2.15 Closing date and time:**

The closing time is:

- **Date : Friday, 21 August 2026**
- **Time : 11h00**

The **delivery of the hard copy AND** the completion of the requirements on the **JDE System (ESP Module)** are to be completed prior to the Tender **closing date and time** as stated above. Any Tender Offer submitted thereafter will not be considered.

**C.2.16 Tender offer validity:**

The Tender Offer validity period is **120 Days** (original validity period) from the closing date for submission of tenders.

In terms of the SCM Policy (CI.21.2) tenders must remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the tenderer.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

**C.2.23 Certificates:**

Refer to **T2.1: “List of Returnable Documents”** for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

**Tenderers are to include a printout of the required documents/ certificates at the back of their tender submission.**

**1) SARS Tax Compliance Status – PIN Issued**

Reference is to be made to **Returnable Document “Compulsory Enterprise Questionnaire”** which requires the “SARS Tax Compliance Status – PIN Issued” to be included with this returnable document.

**2) Central Supplier Database (CSD)**

Reference is to be made to **Returnable Document “CSD Registration Report”**.

The entities **CSD Registration Report**, obtained from the National Treasury Central Supplier Database (CSD), is to be included in the tender submission ( <https://secure.csd.gov.za> ).

Separate **CSD Registration Reports** are required for each party to a Joint Venture.

**The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.**

**3) CIDB Registration (if applicable)**

Reference is to be made to **Returnable Document “Verification of CIDB Registration and Status”**.

Tenderers are to include with their submission a printout of their **CIDB Registration**, obtained from the CIDB website ( <https://portal.cidb.org.za/RegisterOfContractors/> ).

Separate **CIDB Registration printouts** are required for each party to a Joint Venture.

The **Joint Venture Grading Designation Calculator** printout should be included when making a submission as a Joint Venture:  
( <https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc> )

**The date of obtaining the CIDB printout(s) is to be indicated on the printout and should be on or after the date of advertising of this tender.** The Tenderer's registration with the CIDB must be reflected as “Active” as at the date of tender closing.

**Failure to comply with 1), 2), and 3) above will result in the tender offer being deemed non-responsive.**

#### 4) **B-BBEE Status Level of Contribution Certificate**

Tenderers are referred to **Returnable Document “MBD 6.1: Preference Points Claim”** for the B-BBEE Certificate requirements. Notwithstanding the completion of **Returnable Document “MBD 6.1: Preference Points Claim”**, should a B-BBEE Status Level of Contribution Certificate not be returned no points for Preferential Procurement will be deemed to have been claimed.

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector (Built Environment Professionals (BEP) and Contractors). The requirements for measurement and verification of entities are contained in the “Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector”, as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

An EME Contractor with a Total Annual Revenue of less than R3 million, or a BEP with a total annual revenue of less than R1.8 million, may present an affidavit OR a certificate issued by the CIPC, OR an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency.

Any B-BBEE Certificate where the entity has been assessed using **Generic Codes** will not be accepted.

### C.3: THE EMPLOYER'S UNDERTAKINGS

#### C.3.1.1 Respond to requests from the tenderer:

Replace the words “five working days” with “three working days”.

#### C.3.2 Issue addenda:

Add the following paragraph:

“Addenda will be published on the National Treasury’s **eTenders-Website** and/ or the **eThekwini Municipality Website**.” (Refer to **Tender Data: C.1.2**).

#### C.3.4 Opening of Tender Submissions:

Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the P&SCM Boardroom, 6<sup>th</sup> Floor, (Municipal Building), 166 KE Masinga Road, Durban.

The tender opening schedule will also be made available on the eThekwini Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

#### C.3.9 Arithmetical errors, omissions and discrepancies:

Add the following Clause:

“C.3.9.5 Reject a tender offer if the Tenderer does not accept the correction of the arithmetical error in the manner described in C.3.9.4.”

Any interactions between the Tenderer and the Employer in terms of this clause will be conducted through the Employer’s Agent (or Representative) as identified in **Tender Data C.1.4**.

#### C.3.11 Evaluation of Tender Offers:

##### Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in the **Tender Data: C.2.1**. Tenders not in compliance will be deemed non-responsive.

##### Functionality

**FUNCTIONALITY** will be used in the evaluation of tenders.

FUNCTIONALITY will be evaluated to determine the responsiveness of tenders received. The minimum score for FUNCTIONALITY is 60 points. Those tenders not achieving the minimum score will be deemed non-responsive.

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in **Part T1.2.3: Additional Conditions of Tender**.



### **Preference Point System**

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE**, in accordance with the Employer's **SCM Policy: Section 52: Preferential Procurement**.

The **80/20** preference points system, for requirements with a Rand value of up to R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified below.

It is unclear (at the time of advertising) which of the two preference point systems applies, either the **80/20 or 90/10** preference point system will apply, determined by the price offered by the lowest acceptable tender.

### **Price Points**

The financial offer will be reduced to a comparative basis using the **Tender Assessment Schedule**.

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

#### **80/20 Procurement System**

or

#### **90/10 Procurement System**

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

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

Where: Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

### **Preference Points**

Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

**Broad-Based Black Economic Empowerment** (SCM Policy Section 52.5)

Preference Points will be derived from points claimed for their B-BBEE Status Level of Contributor, as indicated on their B-BBEE Status Level Verification Certificates, on **Returnable Form: T2.2.6: MBD 6.1**, in accordance with the table below.

| 80/20 Preference Points System (maximum Preference Points: 20) |                   |  |                          |                   |
|----------------------------------------------------------------|-------------------|--|--------------------------|-------------------|
| B-BBEE Level Contributor                                       | Preference Points |  | B-BBEE Level Contributor | Preference Points |
| 1                                                              | 20                |  | 5                        | 8                 |
| 2                                                              | 18                |  | 6                        | 6                 |
| 3                                                              | 14                |  | 7                        | 4                 |
| 4                                                              | 12                |  | 8                        | 2                 |
| Non-Compliant: 0                                               |                   |  |                          |                   |

| 90/10 Preference Points System (maximum Preference Points: 10) |                   |  |                          |                   |
|----------------------------------------------------------------|-------------------|--|--------------------------|-------------------|
| B-BBEE Level Contributor                                       | Preference Points |  | B-BBEE Level Contributor | Preference Points |
| 1                                                              | 10                |  | 5                        | 4                 |
| 2                                                              | 9                 |  | 6                        | 3                 |
| 3                                                              | 7                 |  | 7                        | 2                 |
| 4                                                              | 6                 |  | 8                        | 1                 |
| Non-Compliant: 0                                               |                   |  |                          |                   |

**C.3.13 Acceptance of tender offer:**

In addition to the requirements of **Tender Data: C.3.13** of the **Standard Conditions of Tender**, tender offers will only be accepted if:

- (a) The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- (b) The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- (c) If applicable, the Tenderer is **registered**, and **"Active"**, with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- (d) The Tenderer or any of its directors/ shareholders are **not listed on the Register of Tender Defaulters**, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.
- (e) The Tenderer has not:
  - i) Abused the Employer's Supply Chain Management System; or
  - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (f) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely**.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer(s) shall be bound to provide any quantities stipulated in the specification.

The municipality has a firm intention to proceed with the work, subject to funding being identified. Notwithstanding the **Standard Conditions of Tender: C.1.1.3** of, the municipality reserves the right to award or not award the tender based on the municipalities available budget.

**C.3.15 Complete adjudicator's contract:**

Refer to the **Conditions of Contract** and the **Contract Data**.

**C.3.17 Copies of contract:**

The number of paper copies of the signed contract to be provided by the Employer is **ONE (1)**. Tenderers are referred to the requirements as stated in the **Tender Data: C.2.13**.

**T1.2.3 ADDITIONAL CONDITIONS OF TENDER****T1.2.3.1 Complaints and Objections (Appeals)**

Reference is to be made to Clause 49 of the eThekweni Supply Chain Management Policy.

In terms of Section 49 of the EtheKwini SCM Policy any person aggrieved by decisions taken in the implementation of the SCM System may lodge, within 14 days of notification thereof, a written objection against the decision. The objection with regard to the decision is to be directed to:

The City Manager  
Attention Ms S. Pillay     eMail: [Simone.Pillay@durban.gov.za](mailto:Simone.Pillay@durban.gov.za)  
P O Box 1394  
DURBAN  
4000

Any objection will only be processed upon receipt of a non-refundable administration fee of **R6,131.00** (including VAT), as stipulated in the Municipality's current SCM Policy. An objection will only be considered upon receipt of proof of payment of this fee which must be paid into the following bank account as a real-time payment:

EThekweni Metropolitan Municipality  
First National Bank (FNB)  
Account Number: 631-6574-6331  
Reference Number: [34083-7i](#)

**T1.2.3.2 Prohibition on awards to persons in the service of the state**

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

- (a) Who is in the service of the State;
- (b) If that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or a municipal entity.

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

**T1.2.3.3 Code of Conduct and Local Labour**

The Tenderers shall make themselves familiar with the requirements of the following policies:

- Code of Conduct;
- The Use of CLOs and Local Labour.

#### T1.2.3.4 Functionality Specification

**FUNCTIONALITY** will be used in the evaluation of tenders.

The value of  $W_2$  is 100. The Functionality criteria (and sub criteria if applicable) and maximum score in respect of each of the criteria are as follows:

| Functionality Criteria / Sub Criteria                              |                                                                                                                                                                                                             | Maximum Points Score |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Experience of Tenderer's past projects                             |                                                                                                                                                                                                             | 40                   |
|                                                                    | <b>Fire Detection Designer:</b> this resource is expected to execute fire detection design and ensure compliance with fire detection standards and codes of practice.                                       | 20                   |
|                                                                    | <b>Gas Suppression Commissioner:</b> this resource is expected to execute/oversee/approve gas suppression design/works and ensure compliance with gas suppression industry standards and codes of practice. | 25                   |
|                                                                    | <b>Installation &amp; Maintenance Artisan/Technician:</b> this resource is expected to carry out actual installations, commissioning, servicing, fault work and related tasks.                              | 15                   |
| <b>Maximum possible score for Functionality (<math>M_s</math>)</b> |                                                                                                                                                                                                             | <b>100</b>           |

The minimum number of evaluation points for Functionality is **60**. Only those Tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated.

Functionality shall be scored by not less than three evaluators and the scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for Functionality. Each evaluation criteria will be assessed in terms of six indicators and scores allocated according to the following table:

| Level 0 | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
|---------|---------|---------|---------|---------|---------|
| 0       | 20      | 40      | 60      | 80      | 100     |

Evaluation criteria will be adjudicated according to submissions made in accordance with the following schedules, which are found in T2.2: Returnable Schedules:

| Functionality Criteria                            | Returnable Schedules                                                                                                                                       |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Experience of Tenderer's Past Projects            | <ul style="list-style-type: none"> <li>Experience of Tenderer (T2.2.16)</li> </ul>                                                                         |
| Proposed Organisation and Experience of Key Staff | <ul style="list-style-type: none"> <li>Proposed Organisation and Staffing</li> <li>Key Personnel</li> <li>CV's with Experience of Key Personnel</li> </ul> |

Unless otherwise stated, evaluation criteria will be adjudicated with respect to the contract specific Scope of Work, as specified in Part C.3. In this regard the following definitions apply to the evaluation criteria prompts for judgement:

- **“successfully completed”** implies a project has been completed on time and to specification;
- **“similar Nature” for 4 SF or higher** implies projects which are of a value of at least 50% of higher threshold of the tenderer's CIDB grading (only applicable for tenderer's experience criterion), and with a comparable scope of work in terms of technical requirements and operations.
- **“experience”** implies experience on projects of a similar nature;
- **“accredited degree / diploma”** implies a minimum 3 year qualification within the built environment, from a registered University or Institute of Technology.

| Criterion : Tenderer's Experience                                                                                                              |                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Notes: Projects of a “Similar Nature” are defined as a project with comparable scope of work in terms of technical requirements and operations |                                                                                                                                        |
| “Successfully completed” implies a project that has been completed on time and to specification                                                |                                                                                                                                        |
| <b>Note: Projects which are submitted without Completion Certificates reflecting the project value, at Tender, will not be considered</b>      |                                                                                                                                        |
| Level 0                                                                                                                                        | No information provided; OR submission of no substance / irrelevant information provided                                               |
| Level 1                                                                                                                                        | To have successfully completed <u>1 project</u> of a similar nature within the past 10 years.                                          |
| Level 2                                                                                                                                        | To have successfully completed <u>2 projects</u> of a similar nature within the past 10 years.                                         |
| Level 3                                                                                                                                        | To have successfully completed (ie. on time and to specification) <u>3 to 4 projects</u> of a similar nature within the past 10 years. |
| Level 4                                                                                                                                        | To have successfully completed (ie on time and to specification) <u>5 to 7 projects</u> of a similar nature within the past 10 years.  |
| Level 5                                                                                                                                        | To have successfully completed (ie on time and to specification) <u>8+ projects</u> of a similar nature within the past 10 years.      |

**For this specific project, projects of a similar nature are as follows:**

For this specific project, projects of similar nature defined as being with a comparable scope of work in terms of technical requirements and operations are the following:

**Supply & Installation Fire Protection systems specific to:**

- Automatic Gas Suppression Systems
  - Fire Suppression systems through gaseous suppressing agents such as:
    - Dry Chemical
    - Carbon Di-oxide
    - Halon
    - Wet Chemical
    - Clean agents



| <b>Criterion : Project Organogram and Experience of Key Staff</b><br>(Servicing, installation and maintenance of existing fire protection systems)<br>Similar nature projects will be considered as above. |                                                                                                               |                                                                                                                                           |                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                            | <b>INSTALLATION &amp; MAINTENANCE<br/>ARTISAN/TECHNICIAN</b>                                                  | <b>FIRE DETECTION DESIGNER</b>                                                                                                            | <b>GAS SUPPRESSION COMMISSIONER /<br/>SERVICEMAN</b>                                                                                                                                   |
| Level 0                                                                                                                                                                                                    | No information provided OR submission of no substance / irrelevant information provided                       | No information provided OR submission of no substance / irrelevant information provided                                                   | No information provided OR submission of no substance / irrelevant information provided                                                                                                |
| Level 1                                                                                                                                                                                                    | Must have a relevant trade test <b>AND</b> 1 year post-trade test experience on projects of a similar nature. | Must be an active, certified SAQCC Fire Detection and Alarm System Designer <b>AND</b> 1 year experience on projects of a similar nature. | Must be an active, certified SAQCC Gas Suppression Commissioner/Installer <b>AND</b> relevant trade test <b>AND</b> 1 year post-trade test experience on projects of a similar nature. |
| Level 2                                                                                                                                                                                                    | Must have a relevant trade test <b>AND</b> 2 year post-trade test experience on projects of a similar nature. | Must be an active, certified SAQCC Fire Detection and Alarm System Designer <b>AND</b> 2 year experience on projects of a similar nature. | Must be an active, certified SAQCC Gas Suppression Commissioner/Installer <b>AND</b> relevant trade test <b>AND</b> 2 year post-trade test experience on projects of a similar nature. |
| Level 3                                                                                                                                                                                                    | Must have a relevant trade test <b>AND</b> 4 year post-trade test experience on projects of a similar nature. | Must be an active, certified SAQCC Fire Detection and Alarm System Designer <b>AND</b> 4 year experience on projects of a similar nature. | Must be an active, certified SAQCC Gas Suppression Commissioner/Installer <b>AND</b> relevant trade test <b>AND</b> 4 year post-trade test experience on projects of a similar nature. |
| Level 4                                                                                                                                                                                                    | Must have a relevant trade test <b>AND</b> 7 year post-trade test experience on projects of a similar nature. | Must be an active, certified SAQCC Fire Detection and Alarm System Designer <b>AND</b> 7 year experience on projects of a similar nature. | Must be an active, certified SAQCC Gas Suppression Commissioner/Installer <b>AND</b> relevant trade test <b>AND</b> 7 year post-trade test experience on projects of a similar nature. |
| Level 5                                                                                                                                                                                                    | Must have a relevant trade test <b>AND</b> 9 year post-trade test experience on projects of a similar nature. | Must be an active, certified SAQCC Fire Detection and Alarm System Designer <b>AND</b> 9 year experience on projects of a similar nature. | Must be an active, certified SAQCC Gas Suppression Commissioner/Installer <b>AND</b> relevant trade test <b>AND</b> 9 year post-trade test experience on projects of a similar nature. |

- **For this specific project, projects of a similar nature are as follows:**

For this specific project, projects of similar nature defined as being with a comparable scope of work in terms of technical requirements and operations are the following:

- **Supply & Installation of Fire Protection systems specific to:** Automatic Gas Suppression Systems, Fire Suppression systems through gaseous suppressing agents such as: Dry Chemical, Carbon Di-oxide, Halon, Wet Chemical, Clean agents

## **PART T2: RETURNABLE DOCUMENTS**

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

#### **T2.1.1 General**

The Tender Submission Documentation must be submitted in its entirety. All forms must be properly completed and signed as required.

The Tenderer is required to complete and sign each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.

Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

#### **T2.1.2 Returnable Schedules, Forms and Certificates**

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**Contract Part:** The Tenderer is required to complete following forms:

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|----------|-----------------------------------------|----|
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**T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE**

| Ref | Description                                                      | Tenderer to Complete |       |
|-----|------------------------------------------------------------------|----------------------|-------|
| 1.1 | Name of enterprise                                               |                      |       |
| 1.2 | Name of enterprise's representative                              |                      |       |
| 1.3 | Email address of representative                                  |                      |       |
| 1.4 | Contact numbers of representative                                | Tel:                 | Cell: |
| 1.5 | National Treasury Central Supplier Database Registration number  | MAAA                 |       |
| 1.6 | VAT registration number, if any:                                 |                      |       |
| 1.7 | CIDB registration number, if any:                                |                      |       |
| 1.8 | Department of Labour: Registration number                        |                      |       |
| 1.9 | Department of Labour: Letter of Good Standing Certificate number |                      |       |

| 2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners) |           |              |                           |
|------------------------------------------------------------------------------------------------------------------|-----------|--------------|---------------------------|
|                                                                                                                  | Full Name | Identity No. | Personal income tax No. * |
| 2.1                                                                                                              |           |              |                           |
| 2.2                                                                                                              |           |              |                           |
| 2.3                                                                                                              |           |              |                           |

| 3.0 Particulars of companies and close corporations |                                                             |
|-----------------------------------------------------|-------------------------------------------------------------|
| 3.1                                                 | Company registration number, if applicable:                 |
| 3.2                                                 | Close corporation number, if applicable:                    |
| 3.3                                                 | Tax Reference number, if any:                               |
| 3.4                                                 | * South African Revenue Service: Tax Compliance Status PIN: |

|     |                                                                                                                                                    |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.0 | <b>MBD 4, MBD 6, MBD 8, and MBD9</b> issued by National Treasury <u>must be completed for each tender and be included as a tender requirement.</u> |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------|

**\* Tenderers are to include, at the back of their tender submission, a printout of their SARS "Tax Compliance Status – PIN Issued" certificate, failing which the tender submission will be deemed non-responsive.**

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

- authorizes the Employer to verify the Tenderer's tax clearance status from the South African Revenue Services that it is in order.
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

**T2.2.2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION**

Reference is to be made to the **Tender Data: C.2.1.1(a) and C.2.7.**

This is to certify that:

(entity name):

of (address):

was represented by the person(s) named below at the Clarification Meeting for Contract **34083-7i** held for all Tenderers, the details of which are stated in the **Tender Data: C.2.7.**

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

**Particulars of person(s) attending the meeting:**

Name: ..... Name: .....

Signature: ..... Signature: .....

Capacity: ..... Capacity: .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent's Representative, namely:**

Name: .....

Signature: .....

Date: .....

**T2.2.3 MBD 4: DECLARATION OF INTEREST**

MSCM Regulations: “**in the service of the state**” means to be:

- (a) a member of:
  - (i) any municipal council.
  - (ii) any provincial legislature.
  - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).
- (e) a member of the accounting authority of any national or provincial public enterprise.
- (f) an employee of Parliament or a provincial legislature.

“**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.

- 1 No bid will be accepted from persons **in the service of the state**<sup>1</sup>.
- 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 bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

Circle Applicable

3.8 Are you presently in the service of the state?

YES

NO

If yes, furnish particulars: .....

.....

|                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                     |     |    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| <p>3.9 Have you been in the service of the state for the past twelve months?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>                                                                                                                                                        | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table> | YES | NO |
| YES                                                                                                                                                                                                                                                                                            | NO                                                                                                                                                                                  |     |    |
| <p>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?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>                                                  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table> | YES | NO |
| YES                                                                                                                                                                                                                                                                                            | NO                                                                                                                                                                                  |     |    |
| <p>3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>                    | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table> | YES | NO |
| YES                                                                                                                                                                                                                                                                                            | NO                                                                                                                                                                                  |     |    |
| <p>3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>                                                                                                     | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table> | YES | NO |
| YES                                                                                                                                                                                                                                                                                            | NO                                                                                                                                                                                  |     |    |
| <p>3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>                                                                             | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table> | YES | NO |
| YES                                                                                                                                                                                                                                                                                            | NO                                                                                                                                                                                  |     |    |
| <p>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?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table> | YES | NO |
| YES                                                                                                                                                                                                                                                                                            | NO                                                                                                                                                                                  |     |    |

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

| Full Name                         | Identity No. | State Employee No. | Personal income tax No. |
|-----------------------------------|--------------|--------------------|-------------------------|
|                                   |              |                    |                         |
|                                   |              |                    |                         |
|                                   |              |                    |                         |
|                                   |              |                    |                         |
| Use additional pages if necessary |              |                    |                         |

**Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):** .....

**Date**

**SIGNATURE:** .....

**T2.2.4 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION - (NOT APPLICABLE)**  
**(ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

| Circle Applicable                                                                                                                                                                                                                                                                                            |    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| YES                                                                                                                                                                                                                                                                                                          | NO |
| 1.0 Are you by law required to prepare annual financial statements for auditing?                                                                                                                                                                                                                             |    |
| 1.1 <b>If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</b><br><b>The audited annual financial statements are to be included at the back of the tender submission.</b>                             |    |
| 2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?                                                                                |    |
| 2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.<br><br>2.2 If YES, provide particulars.<br>.....<br>..... |    |
| 3.0 Has any contract been awarded to you 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?                                                                                                         |    |
| 3.1 If YES, provide particulars.<br><br>SEE Returnable Document "Contracts Awarded by Organs of State in the Past 5 Years"                                                                                                                                                                                   |    |
| 4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?                                                                      |    |
| 4.1 If YES, provide particulars.<br>.....<br>.....                                                                                                                                                                                                                                                           |    |

**Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**



**T2.2.5 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS**

In terms of SCM Policy Section 20(1)(d)(iii), Tenderers are to provide details of Works undertaken for the Government or Public Sector entities/ Organs of State in the past 5 Years, including particulars of any material non-compliance or dispute concerning the execution of such contract.

| Material non-compliance or dispute (Yes or No) |  |  |  |  |  |  |  |  |  |  |  |  |  |
|------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Date Completed                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Value of Work                                  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Consulting Engineer/Engineers representative   |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Employer                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Contract Number                                |  |  |  |  |  |  |  |  |  |  |  |  |  |

*I, the undersigned, who warrants that they are authorised to sign on behalf of the entity, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM)**

(SCMP 52.5: Broad-Based Black Economic Empowerment)

This form serves as a claim form for preference points for **Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution**. **Reference is to be made to the Tender Data: C.3.11.**

**1.0 GENERAL CONDITIONS**

1.1 The relevant **Preference Points System (80/20 or 90/10)** applicable to this bid is stated in the **Tender Data: C.3.11.**

1.2 Failure on the part of a bidder to fill in and/ or sign this form, and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), or sworn affidavits in the case of Exempted Mico Enterprises or Qualifying Small Enterprises, together with the bid, will be interpreted to mean that preference points for **B-BBEE Status Level Of Contribution** are not claimed.

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

**2.0 ADJUDICATION USING A POINT SYSTEM**

2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.

2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

2.3 Points scored will be rounded off to the nearest 2 decimal places.

2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

**3.0 POINTS AWARDED FOR PRICE**

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

**80/20 Procurement System****or****90/10 Procurement System**

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

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

Where:

|            |   |                                                                |
|------------|---|----------------------------------------------------------------|
| $P_s$      | = | Points scored for comparative price of bid under consideration |
| $P_t$      | = | Comparative price of bid under consideration                   |
| $P_{\min}$ | = | Comparative price of lowest acceptable bid                     |

**4.0 POINTS ALLOCATED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 4.1 Preference points must be claimed by a bidder for attaining the **B-BBEE Status Level of Contribution** in accordance with the applicable table below:

| <b>80/20 Preference Points System</b> |                          | <b>90/10 Preference Points System</b> |                          |
|---------------------------------------|--------------------------|---------------------------------------|--------------------------|
| <b>B-BBEE Level Contributor</b>       | <b>Preference Points</b> | <b>B-BBEE Level Contributor</b>       | <b>Preference Points</b> |
| 1                                     | 20                       | 1                                     | 10                       |
| 2                                     | 18                       | 2                                     | 9                        |
| 3                                     | 14                       | 3                                     | 7                        |
| 4                                     | 12                       | 4                                     | 6                        |
| 5                                     | 8                        | 5                                     | 4                        |
| 6                                     | 6                        | 6                                     | 3                        |
| 7                                     | 4                        | 7                                     | 2                        |
| 8                                     | 2                        | 8                                     | 1                        |
| Non-Compliant                         | 0                        | Non-Compliant                         | 0                        |

- 4.2 All bidders must submit B-BBEE Status Level of Contribution Certificates, issued by either verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), **or sworn affidavits** in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).
- 4.3 Any enterprise with an annual Total Revenue of R 10 million or less qualifies as an Exempted Micro-Enterprise.
- 4.4 Exempted Micro-Enterprises are deemed to have B-BBEE Status of "Level Four Contributor" having a B-BBEE procurement recognition of 100% in terms of the Codes of Good Practice.
- 4.5 An Exempted Micro Enterprise (EME) with at least 51% black ownership qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.6 An Exempted Micro Enterprise with 100% black ownership qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 4.7 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 4.8 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.9 A Qualifying Small Enterprise (QSE) with at least 51% black ownership qualifies as a Level 2 contributor.
- 4.10 A QSE with 100% black ownership qualifies as a Level 1 contributor.
- 4.11 A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.12 A QSE with less than 51% black ownership is required to submit a BBBEE level verification certificate issued by a BBBEE verification professional.
- 4.13 A Trust, consortium or joint venture:
- must submit a B-BBEE status level certificate in order to qualify for points;
  - may qualify for points as an unincorporated entity provided, that they submit their consolidated scorecard is prepared for separate tender; and
  - where no consolidated scorecard exists, the weighted average (in accordance with participation percentages) must be used and rounded off to the nearest status level.
- 4.14 Gazetted Sector Codes supersede Generic Codes.

**5.0 SUB-CONTRACTING**

- 5.1 B-BBEE points must not be awarded to a tenderer who intends sub-contracting more than 25% of the value of the contract to an enterprise that does not qualify for at least the points that such contractor qualifies for, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to an enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.3 A person awarded a contract in relation to a designated sector may not sub-contract in such a manner that the **Local Production and Content** of the overall value of the contract is reduced to below the prescribed minimum threshold.

**6.0 BID DECLARATION**

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

| B-BBEE Status Level of Contribution                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Tenderer's Preference Points Claim<br>(maximum of 10 or 20 points) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                    |
| <p>Points claimed must be in accordance with the relevant table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE Status Level of Contribution Certificate issued by a verification agency accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), or sworn affidavits in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).</p> |                                                                    |

**Tenderers are to include, at the back of their tender submission, their B-BBEE Status Level of Contribution Certificate, or sworn affidavits, failing which no Preference Points will be deemed to have been claimed.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.*

NAME (Block Capitals):

Date

SIGNATURE:

**T2.2.8 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
  - been convicted for fraud or corruption during the past five years.
  - wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
  - 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).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

- 4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

- 4.1.1 If YES, provide particulars.

.....

.....

- 4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

- 4.2.1 If YES, provide particulars.

.....

.....

- 4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

- 4.3.1 If YES, provide particulars.

.....

.....

| Circle Applicable |    |
|-------------------|----|
| YES               | NO |

|       |                                                                                                                                                                                                                                        | Circle Applicable |    |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----|
|       |                                                                                                                                                                                                                                        | YES               | NO |
| 4.4   | Does the bidder 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? |                   |    |
| 4.4.1 | If YES, provide particulars.                                                                                                                                                                                                           |                   |    |
| ..... |                                                                                                                                                                                                                                        |                   |    |
| ..... |                                                                                                                                                                                                                                        |                   |    |
| 4.5   | Was any contract between the bidder 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?                         |                   |    |
| 4.5.1 | If YES, provide particulars.                                                                                                                                                                                                           |                   |    |
| ..... |                                                                                                                                                                                                                                        |                   |    |
| ..... |                                                                                                                                                                                                                                        |                   |    |

**Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

*I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.9 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION****NOTES**

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**<sup>1</sup> invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- take all reasonable steps to prevent such abuse;
  - reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5.0 In order to give effect to the above, the below **Certificate of Independent Bid Determination** must be completed and submitted with the bid.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid for: Contract **7i – 34083**  
**Upgrade of Gas Suppression System at the Ethekwini Transport Authority Data Centre. (Ward 28).**  
 in response to the invitation for the bid made by: **ETHEKWINI MUNICIPALITY**

do hereby make the following statements that I certify to be true and complete in every respect.

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

that:

(continued on next page)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation.
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices.
  - (b) geographical area where product or service will be rendered (market allocation).
  - (c) methods, factors or formulas used to calculate prices.
  - (d) the intention or decision to submit or not to submit, a bid.
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.**

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_



**T2.2.10 DECLARATION OF MUNICIPAL FEES**

Reference is to be made to the **Tender Data: C.2.23 and C.3.13(a)**.

I, the undersigned, do hereby declare that the Municipal fees of:

.....  
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

| <b><u>Account</u></b> | <b><u>Account Number: to be completed by Tenderer</u></b> |  |  |  |  |  |  |  |  |  |  |  |
|-----------------------|-----------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|
| Consolidated Account  |                                                           |  |  |  |  |  |  |  |  |  |  |  |
| Electricity           |                                                           |  |  |  |  |  |  |  |  |  |  |  |
| Water                 |                                                           |  |  |  |  |  |  |  |  |  |  |  |
| Rates                 |                                                           |  |  |  |  |  |  |  |  |  |  |  |
| JSB Levies            |                                                           |  |  |  |  |  |  |  |  |  |  |  |
| Other                 |                                                           |  |  |  |  |  |  |  |  |  |  |  |

- If applicable, a copy of a recent (within the past 3 months) Metro Bill is to be provided.

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the Tenderer's place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/ agreements from the relevant municipality are to be provided.
- Where the Tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.
- Where a Tenderer's place of business or business interests are carried out from premises as part of any other agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

**Tenderers are to include, at the back of their tender submission, copies of the above-mentioned account's, agreements signed with the municipality, lease agreements, or official letters.**

**Failure to complete this form in full, sign, and return the required documents with the tender submission will result in the tender offer being deemed non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

### T2.2.11 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

Reference is to be made to Clauses C.2.1(e) and C.2.23 of the Tender Data.

In terms of Clause 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

To that effect, a person duly authorised by the Tenderer, must complete and sign the declaration hereafter in detail.

#### Declaration by Tenderer

- 1 I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
- 2 I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
- 3 I propose to achieve compliance with the Regulations by one of the following **(Tenderers are to Circle Applicable - Yes or No)**:

(a) From my own competent resources as detailed in 4(a) hereafter.

(b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:

(c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:

| Circle Applicable |    |
|-------------------|----|
| Yes               | No |
| Yes               | No |
| Yes               | No |

- 4 Details of resources I propose:

*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).*

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

| NAMES OF COMPETENT PERSONS | POSITIONS TO BE FILLED BY COMPETENT PERSONS |
|----------------------------|---------------------------------------------|
|                            |                                             |
|                            |                                             |
|                            |                                             |
|                            |                                             |
|                            |                                             |
|                            |                                             |

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) Positions to be filled by persons to be trained or hired:

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

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

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

- 5 I, the undersigned, hereby undertake, if this tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.
- 6 I, the undersigned, confirm that copies of this company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
- 7 I, the undersigned, hereby confirm that adequate provision has been made in the tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.
- 8 I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHSA 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.12 CSD REGISTRATION REPORT

Reference is to be made to **Tender Data: C.2.1.1(b) and C.2.23.**

The **Tender Data: C.2.1: Eligibility**, requires a Tenderer to be registered, at the time of tender closing, on the **National Treasury Central Supplier Database (CSD)** as a service provider.

CSD Registration Reports can be obtained from the National Treasury's CSD website at

<https://secure.csd.gov.za/Account/Login>.

The following is an example of the printout obtained from the above website.

Note: the printout will contain more than one page.

**CENTRAL SUPPLIER DATABASE FOR GOVERNMENT**

Report Date: \_\_\_\_\_

Report Ran By: \_\_\_\_\_

### CSD REGISTRATION REPORT

#### SUPPLIER IDENTIFICATION

|                                              |  |                                    |  |
|----------------------------------------------|--|------------------------------------|--|
| Supplier number                              |  | Have Bank Account                  |  |
| Is supplier active?                          |  | Total annual turnover              |  |
| Supplier type                                |  | Financial year start date          |  |
| Supplier sub-type                            |  | Registration date                  |  |
| Legal name                                   |  | Created by                         |  |
| Trading name                                 |  | Created date                       |  |
| Identification type                          |  | Edit by                            |  |
| Government breakdown                         |  | Edit date                          |  |
| Business status                              |  | Restricted Supplier                |  |
| Country of origin                            |  | Restriction Last Verification Date |  |
| South African company/CC registration number |  |                                    |  |

**Tenderers are to include, at the back of their tender submission, a printout of their CSD Registration Report. The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.**

**Failure to comply will result in the tender offer being deemed non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

### T2.2.13 CIDB REGISTRATION AND STATUS

Reference is to be made to the **Tender Data: C.2.1.2, C.2.23, and C.3.13(c).**

The **Tender Data: C.2.1.1: Eligibility**, requires a Tenderer to be registered, as “Active”, with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

The required class of construction work is specified in the **Tender Data: C.2.1.2.**

CIDB Registrations can be obtained from the CIDB website at:

<https://portal.cidb.org.za/RegisterOfContractors/>

The following is an example of the printout obtained from the above website using the provided “Print” button.

Note: the printout may contain more than one page.

**Tenderers are to include, at the back of their tender submission, a printout of their CIDB Registration and Status. The date of obtaining the CIDB Registration and Status printout is to be indicated on the printout and should be on or after the date of advertising of this tender.**

**Failure to comply will result in the tender offer being deemed non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

#### **T2.2.14 JOINT VENTURES AGREEMENTS**

Joint ventures are not applicable for this tender.

**T2.2.15 RECORD OF ADDENDA TO TENDER DOCUMENTS**

Reference is to be made to the **Tender Data: C.2.6.**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

| ADD.No | DATE | TITLE OR DETAILS |
|--------|------|------------------|
| 1      |      |                  |
| 2      |      |                  |
| 3      |      |                  |
| 4      |      |                  |
| 5      |      |                  |
| 6      |      |                  |
| 7      |      |                  |
| 8      |      |                  |
| 9      |      |                  |
| 10     |      |                  |

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

***It is also confirmed that the requirements, as stated on the Addenda, have been complied with.***

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**





**T2.2.17 PROPOSED ORGANISATION and STAFFING**

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

The Tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The Tenderer must attach their organization and staffing proposals to this page. (this is to include both the on-site and off-site staffing resources used for this project)

In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines, again for on- and off-site resources.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.18      KEY PERSONNEL**

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Contract's Manager, Installation & Maintenance Artisan/Technician, Fire Detection Designer, Gas Suppression Commissioner/serviceman, Assistant Artisan) which may have to be brought in from outside if not available locally.

| CATEGORY OF EMPLOYEE                          | NUMBER OF PERSONS                                    |                                                       |
|-----------------------------------------------|------------------------------------------------------|-------------------------------------------------------|
|                                               | KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION | KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY |
| Contracts Manager                             |                                                      |                                                       |
| Installation & Maintenance Artisan/Technician |                                                      |                                                       |
| Fire Detection Designer                       |                                                      |                                                       |
| Gas Suppression Commissioner/serviceman       |                                                      |                                                       |
| Assistant Artisan                             |                                                      |                                                       |
|                                               |                                                      |                                                       |
| Others:<br>.....                              |                                                      |                                                       |
| .....<br>...                                  |                                                      |                                                       |

Note: CVs of key personnel may be requested during the contract period.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.19 EXPERIENCE OF KEY PERSONNEL**

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

The experience of assigned staff member in relation to the Scope of Work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the Tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

**A CV of the Contract's Manager, Installation & Maintenance Artisan/Technician, Fire Detection Designer, Gas Suppression Commissioner/serviceman, Assistant Artisan of not more than 2 pages should be attached to this schedule:**

Each CV should be structured under the following headings:

- a) Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
  - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post-graduate / diploma experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.19.1 EXPERIENCE OF KEY PERSONNEL (Continued.....)**

Refer to Clause C3.11 for Functionality Points evaluation prompts

Tenderers to complete below curriculum vitae template by hand for **all key personal**:

| CURRICULUM VITAE OF KEY PERSONNEL                                                                                     |                                          |  |  |                                        |                      |  |                     |  |    |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------|--|--|----------------------------------------|----------------------|--|---------------------|--|----|
| DESIGNATION:                                                                                                          |                                          |  |  |                                        |                      |  |                     |  |    |
| Name:                                                                                                                 |                                          |  |  |                                        | Date of birth:       |  |                     |  |    |
| Profession:                                                                                                           |                                          |  |  |                                        | Nationality:         |  |                     |  |    |
| Formal Qualifications:                                                                                                |                                          |  |  |                                        |                      |  |                     |  |    |
|                                                                                                                       | Qualifications                           |  |  | Name of Institutions / Training Centre |                      |  | Year Obtained       |  |    |
| 1                                                                                                                     |                                          |  |  |                                        |                      |  |                     |  |    |
| 2                                                                                                                     |                                          |  |  |                                        |                      |  |                     |  |    |
| 3                                                                                                                     |                                          |  |  |                                        |                      |  |                     |  |    |
| 4                                                                                                                     |                                          |  |  |                                        |                      |  |                     |  |    |
| 5                                                                                                                     |                                          |  |  |                                        |                      |  |                     |  |    |
| 6                                                                                                                     |                                          |  |  |                                        |                      |  |                     |  |    |
| Professional Registrations/Designation:                                                                               |                                          |  |  |                                        |                      |  |                     |  |    |
|                                                                                                                       | Professional Registrations / Designation |  |  | Professional Body / Council            |                      |  | Registration Number |  |    |
| 1                                                                                                                     |                                          |  |  |                                        |                      |  |                     |  |    |
| Name of Employer (firm):                                                                                              |                                          |  |  |                                        | Full Time:           |  | Yes                 |  | No |
| Current Position:                                                                                                     |                                          |  |  |                                        | Years of Experience: |  |                     |  |    |
| <u>Employment Record:</u>                                                                                             |                                          |  |  |                                        |                      |  |                     |  |    |
| 1.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| 2.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| 3.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| 4.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| 5.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| 6.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| 7.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| 8.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| <u>Specific Experience Record Pertinent to Required Service, Value and Duration of Works per Projects Undertaken:</u> |                                          |  |  |                                        |                      |  |                     |  |    |
| 1.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| 2.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| 3.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| 4.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| 5.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| 6.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| 7.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| 8.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| 9.                                                                                                                    |                                          |  |  |                                        |                      |  |                     |  |    |
| 10.                                                                                                                   |                                          |  |  |                                        |                      |  |                     |  |    |

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation (if any) has been included in the tender submission.***

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.22 SCHEDULE OF PROPOSED SUBCONTRACTORS

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

The following firms have been identified as possible subcontractors for work in this contract.

[illegible]

**Attach additional pages if more space is required**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):**

Date \_\_\_\_\_

**SIGNATURE:**

**T2.2.23 PLANT and EQUIPMENT**

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

**(a) Details of major equipment that is owned by me / us and immediately available for this contract.**

| DESCRIPTION (type, size, capacity etc) | QUANTITY | YEAR OF MANUFACTURE |
|----------------------------------------|----------|---------------------|
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |

**Attach additional pages if more space is required**

**(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted**

| DESCRIPTION (type, size, capacity etc) | QUANTITY | HOW ACQUIRED |        |
|----------------------------------------|----------|--------------|--------|
|                                        |          | HIRE/<br>BUY | SOURCE |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |

**Attach additional pages if more space is required**

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.24 CONTRACTOR'S HEALTH AND SAFETY PLAN**

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

At tender stage only a brief overview (**to be attached to this page**) of the Tenderers perception on the safety requirements for this contract will be adequate.

Only the successful Tenderer **shall submit separately** the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.

The detailed safety plan will take into consideration the site specific risks as mentioned under **C.3: Project Specification**. A generic plan will not be acceptable.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**





**PART C1: AGREEMENT AND CONTRACT DATA****C1.1: FORM OF OFFER AND ACCEPTANCE****C1.1.1: OFFER****Form of Tender**submitted in terms of the enquiry  
by the Principal Agent or Agent**Principal Contract****X****Client** ETHEKWINI MUNICIPALITY**Contract No.** 7i - 34083**Description** Upgrade of Gas Suppression System at eThekwini Transport Authority Data Centre  
(Ward 28)**Name of Tenderer** \_\_\_\_\_**Postal Address** \_\_\_\_\_**Tel.** \_\_\_\_\_**Fax.** \_\_\_\_\_**E-Mail** \_\_\_\_\_**VAT Registration No.** \_\_\_\_\_**THE TENDER SUM****1.0** Tenderer's Work (Amount to be inserted by the Tenderer)**2.0** Provisional Sums**3.0** SUB-TOTAL**4.0** Add: V.A.T. (15%) on 3.0**5.0** TOTAL TENDER SUM INCLUSIVE OF V.A.T.

R500 000-00



**Tender Sum in Words:** \_\_\_\_\_**The Tenderer selects:****Preliminaries  
Payment:**

Alternative A

☐
**Adjustment:**

Alternative A

☐
**Security:** Fixed Construction Guarantee
☐

Alternative B

☐

Alternative B

☐

10% Retention

☐

Not Applicable

☐

Not Applicable

☐
**Thus done and signed at** \_\_\_\_\_**on** \_\_\_\_\_

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

**FAILURE OF A TENDERER TO SIGN AND FULLY COMPLETE THIS FORM OF TENDER WILL RENDER  
THIS TENDER UNRESPONSIVE AND THE TENDERER WILL THEREFORE BE DISQUALIFIED**

**C1.1: FORM OF OFFER AND ACCEPTANCE****C1.1.2: FORM OF ACCEPTANCE****This Form will be completed by the Employer**

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

The terms of the contract are contained in:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- Part C4 : Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

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

**Signature** (*person authorized to sign the acceptance*) : .....

**Name** (*of signatory in capitals*) : .....

**Capacity** (*of Signatory*) : .....

**Name of Employer** (*organisation*) : .....

**Address** : .....

: .....

**Witness:**

**Signature** : ..... **Date** : .....

**Name**(*in capitals*) : : .....

**C1.1: FORM OF OFFER AND ACCEPTANCE**  
**C1.1.3: SCHEDULE OF DEVIATIONS**

**This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER**

1.    **Subject**        : .....
- Details**        : .....
- : .....
2.    **Subject**        : .....
- Details**        : .....
- : .....
3.    **Subject**        : .....
- Details**        : .....
- : .....

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

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

**FOR THE TENDERER**

**FOR THE EMPLOYER**

|       |                             |       |
|-------|-----------------------------|-------|
| ..... | Signature                   | ..... |
| ..... | Name ( <i>in capitals</i> ) | ..... |
| ..... | Capacity                    | ..... |
| ..... | Name and Address of         | ..... |
| ..... | Organisation                | ..... |
| ..... |                             | ..... |
| ..... |                             | ..... |
| ..... | Witness Signature           | ..... |
| ..... | Witness Name                | ..... |
| ..... | Date                        | ..... |

## **C1.2: CONTRACT DATA**

### **C1.2.1 CONDITIONS OF CONTRACT**

#### **JBCC PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)**

This Contract will be based on the “JBCC Principal Building Agreement (May 2018 edition 6.2)” prepared by the Joint Building Contracts Committee.

Copies may be obtained from the Association of South African Quantity Surveyors (011 315 4140, 021 462 6431), Master Builders Association (011 205 9000; 021 685 2625) South African Association of Consulting Engineers (011 463 2022) or South African Institute of Architects (011 486 0684; 021 424 7128)

The Contract Data is the JBCC Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018. This document is obtainable separately from the JBCC and Tenderers shall obtain their own copies.

The Errata listed under the Table of Contents on page 3 of the JBCC Principal Building Agreement are deemed to be included in the agreement.

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

The JBCC Principal Building Agreement contract data form an integral part of this agreement.

#### **DATA PROVIDED BY THE EMPLOYER**

The Contract Data hereafter are the requirements applicable to the project and the variables referred to in the Principal Building Agreement provided for tender purposes.

The Contract Data, Preliminaries and related Notes, contained hereunder, (including variations and additions) shall amplify, modify or supersede, as the case may be, the JBCC 2000, to the extent specified below, and shall take precedence and shall govern.

**C1.2.2 CONTRACT DATA****C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER****A PROJECT INFORMATION****A 1.0 Works [1.1]**

|                          |                                                                                                                                                                                                                                                                               |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project name             | Upgrade of Gas Suppression System at the Ethekekwini Transport Authority Data Centre. (Ward 28).                                                                                                                                                                              |
| Reference number         | 7i - 34083                                                                                                                                                                                                                                                                    |
| <b>Works</b> description | <p>The scope of the work under this contract is as follows:</p> <ul style="list-style-type: none"> <li>The supply, installation, testing and commissioning of fire protection systems, including fire detection, alarm, automatic fire sprinkler, gas suppression.</li> </ul> |

**A 2.0 Site [1.1]**

|                     |                                         |
|---------------------|-----------------------------------------|
| Erf / stand number  | n/a                                     |
| Township / Suburb   | Durban Central                          |
| <b>Site</b> address | 166 KE Masinga Road, Stamfordhill, 4025 |
| Local authority     | eThekwini Municipality                  |

**A 3.0 Employer [1.1]**

|                                                      |                                                                          |                  |              |
|------------------------------------------------------|--------------------------------------------------------------------------|------------------|--------------|
| Official Name of Organ of State / Public Sector Body | eThekwini Municipality                                                   |                  |              |
| Business registration number                         |                                                                          |                  |              |
| VAT/GST number                                       |                                                                          |                  |              |
| Country                                              | South Africa                                                             |                  |              |
| Employer's representative: Name                      | Allan Shazi                                                              |                  |              |
| E-mail                                               | <a href="mailto:Allan.shazi@durban.gov.za">Allan.shazi@durban.gov.za</a> | Telephone number | 031 311 7278 |
| Mobile number                                        |                                                                          |                  |              |
| Postal address                                       | 166 K.E. Masinga (Old Fort) Road, Durban                                 |                  |              |
|                                                      |                                                                          | Postal code      | 4001         |
| Physical address                                     | 166 K.E. Masinga (Old Fort) Road, Durban                                 |                  |              |
|                                                      |                                                                          | Postal code      | 4001         |

**A 4.0 Principal agent [1.1]**

|                       |                                          |                  |                               |
|-----------------------|------------------------------------------|------------------|-------------------------------|
| Name                  | ARCHITECTURE DEPARTMENT                  |                  |                               |
| Legal entity of above |                                          | Contact person   | Nhlanhla Mbatha               |
| Practice number       |                                          | Telephone number | 0313117466                    |
|                       |                                          | Mobile number    |                               |
| Country               | South Africa                             | E-mail           | Nhlanhla.Mbatha@durban.gov.za |
| Postal address        | 166 K.E. Masinga (Old Fort) Road, Durban |                  |                               |
|                       |                                          | Postal code      | 4001                          |
| Physical address      | 166 K.E. Masinga (Old Fort) Road, Durban |                  |                               |
|                       |                                          | Postal code      | 4001                          |

## B CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

|                                                   |                                                                         |
|---------------------------------------------------|-------------------------------------------------------------------------|
| Bills of quantities: System/Method of measurement | Seventh Edition 2015 of the Standard System of Measuring Builder's Work |
|---------------------------------------------------|-------------------------------------------------------------------------|

### B 2.0 Law, regulations and notices [2.0]

|                                                          |              |
|----------------------------------------------------------|--------------|
| Law applicable to the <b>works</b> , state country [2.1] | South Africa |
|----------------------------------------------------------|--------------|

### B 3.0 Offer and acceptance [3.0]

|                                                    |     |
|----------------------------------------------------|-----|
| Currency applicable to this <b>agreement</b> [3.2] | ZAR |
|----------------------------------------------------|-----|

### B 4.0 Documents [5.0]

|                                                                                                                  |          |
|------------------------------------------------------------------------------------------------------------------|----------|
| The original signed <b>agreement</b> is to be held by the <b>principal agent</b> [5.2], if not, indicate by whom | Employer |
| Number of copies of <b>construction information</b> issued to the <b>contractor</b> at no cost [5.6]             |          |

| Documents comprising the <b>agreement</b>                                                                                               | Page numbers    |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| The <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018                                                                    | 1 to 30         |
| The <b>JBCC</b> ® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018 | 1 to 14         |
| The <b>JBCC</b> ® General Preliminaries for use with the <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018               | 1 to 7          |
| Bill of Quantities                                                                                                                      | As per attached |
|                                                                                                                                         |                 |
|                                                                                                                                         |                 |
|                                                                                                                                         |                 |
|                                                                                                                                         |                 |
|                                                                                                                                         |                 |
|                                                                                                                                         |                 |
|                                                                                                                                         |                 |

| Contract drawings – description            | Number | Revision | Date |
|--------------------------------------------|--------|----------|------|
| JR-2731-903-01 REV B – Ground Floor Layout | 903-1  | B        | N/A  |
| Data Centre Piping Schematic               |        |          |      |
|                                            |        |          |      |
|                                            |        |          |      |
|                                            |        |          |      |
|                                            |        |          |      |
|                                            |        |          |      |
|                                            |        |          |      |
|                                            |        |          |      |
|                                            |        |          |      |
|                                            |        |          |      |
|                                            |        |          |      |

**B 5.0 Employer's agents [6.0]**

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

**Principal Agent [6.1, 6.2]**

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

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

**B 6.0 Insurances [10.0]**

| Insurances by <b>contractor</b>                    |                                                                                                                                     |                       | Amount including <b>tax</b> | Deductible amount including <b>tax</b>                                         |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------|--------------------------------------------------------------------------------|
| Yes/no?                                            | Yes                                                                                                                                 |                       |                             |                                                                                |
|                                                    | New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)                                                                          |                       | Contract sum+30%            | With a deductible to be determined by the insurance company issuing the policy |
| or                                                 | <b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2] ( <b>contract sum</b> or amount)                            |                       | Contract sum+30%            |                                                                                |
| or                                                 | <b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> ) |                       |                             |                                                                                |
|                                                    | <b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance                           |                       |                             |                                                                                |
|                                                    | <b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance                                   |                       |                             |                                                                                |
|                                                    | Escalation, professional fees and reinstatement costs if not included above                                                         |                       |                             |                                                                                |
| Total of the above contract works insurance amount |                                                                                                                                     |                       |                             |                                                                                |
| Supplementary insurance [10.1.2]                   |                                                                                                                                     |                       | Contract sum+30%            | With a deductible to be determined by the insurance company issuing the policy |
| Public liability insurance [10.1.3]                |                                                                                                                                     |                       | R10 million                 | With a deductible to be determined by the insurance company issuing the policy |
| Removal of lateral support insurance [10.1.4]      |                                                                                                                                     |                       |                             |                                                                                |
| Other insurances [10.1.5]: Refer B17.0             |                                                                                                                                     |                       |                             |                                                                                |
| Yes/no?                                            | Yes                                                                                                                                 | If yes, description 1 |                             |                                                                                |
| Hi Risk Insurance [10.1.5.1]                       |                                                                                                                                     |                       |                             |                                                                                |
| Yes/no?                                            |                                                                                                                                     | If yes, description 2 |                             |                                                                                |
|                                                    |                                                                                                                                     |                       |                             |                                                                                |



**B 7.0 Obligations of the employer [12.1]**

|                                                                                             |         |     |
|---------------------------------------------------------------------------------------------|---------|-----|
| Existing premises will be in use and occupied [12.1.2]                                      | Yes/no? | YES |
| If yes, description                                                                         |         |     |
| Restriction of working hours [12.1.2]                                                       | Yes/no? | YES |
| If yes, description                                                                         |         |     |
| Natural features and known services to be preserved by the <b>contractor</b> [12.1.3]       | Yes/no? | YES |
| If yes, description                                                                         |         |     |
| Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [12.1.4] | Yes/no? | YES |
| If yes, description                                                                         |         |     |
| Supply of <b>free issue</b> [12.1.10]                                                       | Yes/no? | NO  |
| If yes, description                                                                         |         |     |

**B 8.0 Nominated subcontractors [14.0]**

|                  |     |                                       |
|------------------|-----|---------------------------------------|
| Yes/no?          | NO  | If yes, description of specialisation |
| Specialisation 1 | N/A |                                       |
| Specialisation 2 | N/A |                                       |
| Specialisation 3 | N/A |                                       |
| Specialisation 4 | N/A |                                       |
| Specialisation 5 | N/A |                                       |

**B 9.0 Selected subcontractors [15.0]**

|                  |                                                                         |                                       |
|------------------|-------------------------------------------------------------------------|---------------------------------------|
| Yes/no?          | Yes                                                                     | If yes, description of specialisation |
| Specialisation 1 | Fire Protection and related works to automatic fire suppression systems |                                       |
| Specialisation 2 |                                                                         |                                       |
| Specialisation 3 |                                                                         |                                       |
| Specialisation 4 |                                                                         |                                       |
| Specialisation 5 |                                                                         |                                       |

**B 10.0 Direct contractors [16.0]**

|         |    |                                       |
|---------|----|---------------------------------------|
| Yes/no? | No | If yes, description of extent of work |
|         |    |                                       |

**B 11.0 Description of sections [20.1]**

|                  |                               |
|------------------|-------------------------------|
| <b>Section 1</b> | N/A                           |
| <b>Section 2</b> | N/A                           |
| <b>Section 3</b> | N/A                           |
| <b>Section 4</b> | N/A                           |
| <b>Section 5</b> | N/A                           |
| <b>Section 6</b> | N/A                           |
| <b>Section</b>   | Remainder of the <b>works</b> |

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

|                                                             |                                                                              |                                                            |                                                                                                                                                                        |                                           |
|-------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>Practical completion</b> for the <b>works</b> as a whole | Intended date of possession of the <b>site</b> Refer B17.0 [12.1.5; 12.2.22] | Period for inspection by the <b>principal agent</b> [19.3] | The date for <b>practical completion</b> shall be the period as indicated below from the date of possession of the <b>site</b> by the <b>contractor</b> [12.2.7; 24.1] | <b>Penalty</b> for late completion [24.1] |
|                                                             |                                                                              | <b>working days</b>                                        | Period in months                                                                                                                                                       | Penalty amount per <b>calendar day</b>    |
|                                                             | TBD                                                                          | TBD                                                        | 4                                                                                                                                                                      | R3720.00                                  |

or where **sections** are applicableCriteria to achieve **practical completion** not covered in the definition of **practical completion****B 13.0 Defects liability period [21.0]**

|                                                        |                                                                                                                                                                   |         |  |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--|
| Extended defects liability period: Refer B17.0 [21.13] |                                                                                                                                                                   | Yes/no? |  |
| If yes, description of applicable elements             | eg: Fire Protection/ Air conditioning system / Landscaping<br>13.1 Gas Suppression System<br>13.2 Fire Detection.<br>13.3 Fire Protection<br>13.4<br>13.5<br>13.6 |         |  |

**B 14.0 Payment [25.0]**

|                                                                       |                                    |    |  |
|-----------------------------------------------------------------------|------------------------------------|----|--|
| Date of month for issue of regular <b>payment certificates</b> [25.2] | TBC                                |    |  |
| Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]        | Yes/no?                            | No |  |
| If yes, method to calculate                                           | CPAP                               |    |  |
| <b>Employer</b> shall pay the <b>contractor</b> within: [25.10]       | <b>Fourteen (14) calendar days</b> |    |  |

**B 15.0 Dispute resolution [30.0]**

|                                                      |                                                  |    |  |
|------------------------------------------------------|--------------------------------------------------|----|--|
| Adjudication [30.6.1; 30.10]                         |                                                  |    |  |
| Name of nominating body                              |                                                  |    |  |
| Applicable rules for adjudication [30.6.2]           |                                                  |    |  |
| Arbitration [30.7.4; 30.10]                          | Yes/no? *                                        | No |  |
| If Yes, name of nominating body                      | <b>Association of Arbitrators (South Africa)</b> |    |  |
| * If No, then dispute will be referred to litigation |                                                  |    |  |
| Applicable rules for arbitration [30.7.5]            |                                                  |    |  |

**B 16.0 JBCC® General Preliminaries - selections**

|                                                                               |                              |         |     |
|-------------------------------------------------------------------------------|------------------------------|---------|-----|
| Provisional bills of quantities [P2.2]                                        | Yes/no?                      | YES     |     |
| Availability of construction information [P2.3]                               | Yes/no?                      | YES     |     |
| Previous work - dimensional accuracy - details of previous contract(s) [P3.1] | To Be Determined             |         |     |
| Previous work - <b>defects</b> - details of previous contract(s) [P3.2]       | To Be Determined             |         |     |
| Inspection of adjoining properties - details [P3.3]                           | To Be Determined             |         |     |
| Handover of <b>site</b> in stages - specific requirements [P4.1]              | To Be Determined             |         |     |
| Enclosure of the <b>works</b> - specific requirements [P4.2]                  | To Be Determined             |         |     |
| Geotechnical and other investigations - specific requirements [P4.3]          | To Be Determined             |         |     |
| Existing premises occupied - details [P4.5]                                   | To Be Determined             |         |     |
| Services - known - specific requirements [P4.6]                               | To Be Determined             |         |     |
| Water [P8.1]                                                                  | By <b>contractor</b>         | Yes/no? | Yes |
|                                                                               | By <b>employer</b>           | Yes/no? | No  |
|                                                                               | By <b>employer</b> – metered | Yes/no? | Yes |
| Electricity [P8.2]                                                            | By <b>contractor</b>         | Yes/no? | Yes |
|                                                                               | By <b>employer</b>           | Yes/no? | No  |
|                                                                               | By <b>employer</b> – metered | Yes/no? | Yes |
| Ablution and welfare facilities [P8.3]                                        | By <b>contractor</b>         | Yes/no? | Yes |
|                                                                               | By <b>employer</b>           | Yes/no? | No  |

|                                                                                                                              |                  |
|------------------------------------------------------------------------------------------------------------------------------|------------------|
| Communication facilities - specific requirements [P8.4]                                                                      | To Be Determined |
| Protection of the <b>works</b> - specific requirements [P11.1]                                                               | To Be Determined |
| Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2] | To Be Determined |
| Disturbance - specific requirements [P11.5]                                                                                  | To Be Determined |
| Environmental disturbance - specific requirements [P11.6]                                                                    | To Be Determined |

## B 17.0 Changes made to JBCC® documentation

### 1.1 Definitions

**AGREEMENT:** The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies**, the **contract drawings**, the **priced document** and any other documents reduced to writing and signed by the authorized representatives of the **parties**

**CONSTRUCTION PERIOD:** The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

**CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES:** The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

**INTEREST:** The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State

**PRINCIPAL AGENT:** The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

### 3.0 OFFER AND ACCEPTANCE

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects**’ liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

### 6.0 EMPLOYER’S AGENTS

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

### 9.0 INDEMNITIES

9.2.7: Add the following to the end of the first sentence: “.... due to no fault of the **contractor**”

### 10.0 INSURANCES

Add the following as 10.1.5.1:

## Hi RISK INSURANCE

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

### 10.1.5.1.1 DAMAGE TO THE WORKS

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

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

### 10.1.5.1.2 INJURY TO PERSONS OR LOSS OF OR DAMAGE TO PROPERTY

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

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

### 10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

### 10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1;

10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

## 11.0 SECURITIES

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the **works** executed on **site**

## 12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the **contractor** complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

## 19.0 PRACTICAL COMPLETION

19.5: Delete the words "subject to the **contractor's** lien or right of continuing possession of the **works**

where this has not been waived"

## 21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

Add the following as 21.13:

The ninety (90) **working days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

## 25.0 PAYMENT

25.7.5: Not applicable

25.10: Delete the words "and/or **compensatory interest**"

25.14: Change the **notice** period from five (5) **working days** to ten (10) **working days** in order to lineup with the **notice** period in 28.1

25.14.2: Not applicable

## 27.0 RECOVERY OF EXPENSE AND/OR LOSS

27.1.5: Not applicable

## 29.0 TERMINATION

Add the following after 29.1.3:

or where ...

- 29.1.4 : The **contractor's** estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa
- 29.1.5 : The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract



## C TENDERER'S SELECTIONS

### C 1.0 Securities [11.0]

**Guarantee for construction:** Select Option B or C ☐

|          |                                                                                                                             |
|----------|-----------------------------------------------------------------------------------------------------------------------------|
| Option A | <del>Guarantee for construction</del> (variable) by <del>contractor</del> [11.1.1] (Not Applicable- SCM Policy clause 20.3) |
|----------|-----------------------------------------------------------------------------------------------------------------------------|

|          |                                                                         |
|----------|-------------------------------------------------------------------------|
| Option B | <b>Guarantee for construction</b> (fixed) by <b>contractor</b> [11.1.2] |
|----------|-------------------------------------------------------------------------|

|          |                  |
|----------|------------------|
| Option C | <b>Retention</b> |
|----------|------------------|

|                                                          |                |
|----------------------------------------------------------|----------------|
| <b>Guarantee for payment by employer</b> [11.5.1; 11.10] | Not applicable |
|----------------------------------------------------------|----------------|

|                                                                                   |                |
|-----------------------------------------------------------------------------------|----------------|
| Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3] | Not applicable |
|-----------------------------------------------------------------------------------|----------------|

## C 2.0 Contractor's annual holiday periods during the construction period

|                                                  |            |     |          |     |
|--------------------------------------------------|------------|-----|----------|-----|
| Year 1 <b>contractor's</b> annual holiday period | start date | TBC | end date | TBC |
| Year 2 <b>contractor's</b> annual holiday period | start date | TBC | end date | TBC |
| Year 3 <b>contractor's</b> annual holiday period | start date | TBC | end date | TBC |

## C 3.0 Payment of preliminaries [25.0]

### Contractor's selection

Select Option A or B ☐

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

### Payment methods

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option A | The <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio                                                                     |
| Option B | The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charges shall be assessed by the <b>principal agent</b> and adjusted from time to time as may be necessary. to take into account the rate of progress of the <b>works</b> |

### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the

**contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

## C 4.0 Adjustment of preliminaries [26.9.4]

### Contractor's selection

Select Option A or B ☐

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

### Provision of particulars

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

apportionment of **preliminaries** per **section**

|          |                                                                                                                                                                                                                                                                                                                                                                                 |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option A | An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender                                                                                                                                           |
| Option B | A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b> |

**Adjustment methods**

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

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option A | <p>The <b>preliminaries</b> shall be adjusted in accordance with the allocation of <b>preliminaries</b> amounts provided by the <b>contractor</b>, apportioned to <b>sections</b> where completion in <b>sections</b> is required.</p> <p>Fixed - An amount which shall not be varied.</p> <p>Value-related - An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b>. Both the <b>contract sum</b>, and the <b>contract value</b> shall exclude the amount of <b>preliminaries</b>, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p> |
| Option B | <p>The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

The adjustment shall take into account the resources as set out in the detailed breakdown of the **preliminaries** for the period of construction during which the delay occurred

**Failure to provide particulars within the period stated**

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option A | <p>Where the allocation of <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> amounts shall apply:</p> <p>Fixed - Ten per cent (10%)<br/>Value-related - Fifteen per cent (15%)<br/>Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the <b>preliminaries</b> per <b>section</b> is not provided, the categorized amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b></p> |
| Option B | Where the detailed breakdown of <b>preliminaries</b> amounts for Option B is not provided, Option A shall apply                                                                                                                                                                                                                                                                                                                                                                                                                                    |

**Lump sum contract**

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract**.

**C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT****C1.2.3.1 COMMUNITY LIAISON OFFICER**

Due to the variable, short-duration, the appointment of a Community Liaison Officer (CLO) shall not be applicable for the duration of the Contract.

**C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR**

Due to the short-duration, highly specialised of the works under this Contract, the employment of local labour shall not be applicable for the duration of the Contract.

Appointed Contractors are expected to utilize their own in-house qualified

Fire Protection technicians/artisans, commissioners and resources and/or appointed sub-contractors, as applicable, for the execution of all works under this Contract.

**C1.2.3.3 SUB-CONTRACTING CONTRACTOR PARTICIPATION GOAL**

It is a condition of contract that the contractor must allow for a **minimum of 10%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51% owned by Black People**. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

The penalty for not achieving the specified Sub-Contracting Goal will be 0.5% of the contract value (excluding PC Sum items and Fixed Cost allowances) for every 1% not achieved.

**C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION**

It is a condition of contract that the Contractor supplies the Employer's Agent's Representative with information in respect of the employment of all foremen, artisans and Labour (skilled and unskilled) employed to work on this contract. The information required is:

- Initials (per ID doc)
- Last Name (per ID doc)
- ID Number
- Disability (y / n)
- Education Level

|                                                                                                                                                                                              |                                |                               |                            |                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------|----------------------------|--------------------------------|
| <b>Level 1</b><br>Unknown                                                                                                                                                                    | <b>Level 2</b><br>No Schooling | <b>Level 3</b><br>Grade 1-3   | <b>Level 4</b><br>Grade 4  | <b>Level 5</b><br>Grade 5-6    |
| <b>Level 6</b><br>Grade 7-8                                                                                                                                                                  | <b>Level 7</b><br>Grade 9      | <b>Level 8</b><br>Grade 10-11 | <b>Level 9</b><br>Grade 12 | <b>Level 10</b><br>Post Matric |
| <b>Category A:</b> Employed as Local Labour for this contract only<br><b>Category B:</b> Temporarily employed by the Contractor<br><b>Category C:</b> Permanently employed by the Contractor |                                |                               |                            |                                |

- Category of Employment

In addition, the following information is required in respect of each person listed above, on a monthly basis:

- Number of days worked during the month;
- Daily wage rate;
- Number of training days during the month.

The information is to be forwarded in a format acceptable to the Employer's Agent's Representative, but preferably in the form of an emailed EXCEL file (an original file, to be used as a template, will be issued to the Contractor). Contractors without computer facilities will be required to submit a hard copy of the information in a format as agreed to between the Contractor and the Employer's Agent's Representative.

In addition to the tax invoice, to be submitted by the Contractor with his monthly statement, mentioned in Clause 25 of JBCC Principal Building Agreement **May 2018** Edition, the Employer reserves the right to withhold payment until the monthly FTE information has been forwarded to

the Employer's Agent's Representative. No additional payment for complying with the above will be made and the Contractor is to make allowance for complying through the time related P & G items (sum) under Part AA: Preliminaries, of the Bill of Quantities.

#### **C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS**

The Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section (S.53) of the Employer's Supply Chain Management Policy.

Key Performance Indicators (KPIs) are specified in the C3: Scope of Works, or will be discussed and agreed with the Contractor before commencement of the contract.

#### **C1.2.3.6 SYSTEM OF MEASUREMENT**

These Bills of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the SEVENTH EDITION of the Standard System of Measuring Builders' Work issued by the Association of South African Quantity Surveyors.

#### **C1.2.3.7 FIXED PRICE CONTRACT**

This contract is not subject to escalation and the tenderer must take that into consideration when pricing this document.

#### **C1.2.3.8 APPLICATIONS FOR SERVICE CONNECTIONS**

The Contractor is to be responsible for all timeous applications for service connections, including electricity, water, sewerage, etc. The Department is responsible for payment of these connection fees, where Departmental Sums have been included in the Tender Summary.

#### **C1.2.3.9 MARKET RELATED WAGE RATES**

When pricing this document, Tenderers are to allow for wages which are not less than the BCCEI recommended minimum rates applicable at any time during the duration of the contract.

#### **C1.2.3.10 TENDER PRICES AND CONTINGENCY SUM:**

All Tenders are to be firmly priced in South African currency.

#### **C1.2.3.11 VALUE-ADDED TAX (VAT):**

All prices and or rates tendered shall be deemed to be EXCLUSIVE of Value-Added Tax. Value-Added Tax shall be added as a lump sum where provided on the SUMMARY/ FINAL SUMMARY page and as shown in the Tender Form.

Tenderers shall state, where provided on the Tender Form, their VAT Registration Number.

#### **C1.2.3.12 OCCUPATIONAL HEALTH AND SAFETY ACT:**

The Contractor's particular attention is drawn to the Occupational Health & Safety Specification which is **Annexure A** of this document. The Contractor will be required to submit with his tender an Occupational Health & Safety Plan for this project indicating what steps he is going to take to comply with this Occupational Health & Safety Specification and indeed that he has made allowance for compliance with this document within his Tender Price. Failure to do so will render his Tender liable for disqualification.

The principle health and safety risks involved on this specific site will include:

- **Chemical hazards:** Exposure to toxic chemicals, carcinogens, irritants, flame retardants, fire suppression agents
- **Physical hazards:** Slips, trips, falls, falling objects, heavy lifting, repetitive motions.
- **Machine hazards:** Entrapment in machinery, moving parts, unguarded blades, and electrical shock.
- **Ergonomic hazards:** Poor posture, repetitive motions, awkward body positions, and excessive force
- **Environmental hazards:** Extreme temperatures, noise exposure, vibration, poor lighting, confined spaces
- **Electrical Hazards:** Electrocution, burns.
- Working at heights
- Working on Electrical Plant
- Working on mechanical Pressure Vessels
- Working in noisy environment
- Working with welding torch
- Working with cutting tools
- Demolishing of old plants

#### **C1.2.3.13 CONTRACTOR'S DOMESTIC SUBCONTRACTORS FOR PLUMBING INSTALLATION AND ELECTRICAL INSTALLATION**

The tenderers attention is drawn to the requirement that the appointment of any sub-contractor to carry out electrical or plumbing installation under this contract, is subject to such sub-contractor being registered on the databases of eThekwini Electricity and Water Services respectively, as an accredited contractor.

#### **C1.2.3.14 CONTRACTOR'S DOMESTIC SUBCONTRACTORS FOR WATER CONNECTION AND ELECTRICAL CONNECTION**

The Contractor shall appoint a domestic subcontractor for the water connection who is on the eThekwini Water Services database.

The Contractor shall appoint a domestic subcontractor for the electrical connection who is on the eThekwini Electricity database.

#### **C1.2.3.15 USE OF PROPRIETARY PRODUCTS**

The tenderers attention is drawn to the fact that where in this document a proprietary product is specified, he may use a similar or equal approved product to the Architect's or Engineer's satisfaction.

#### **C1.2.3.16 SCHEDULE OF DRAWINGS**

Refer to C3.5.1 for a complete list of the drawings included with this tender.

OR

The following drawings are included with this tender

|                                            |
|--------------------------------------------|
| JR-2731-903-01 REV B – Ground Floor Layout |
| Data Centre Piping Schematic               |
|                                            |

#### **C1.2.3.17 CONTRACT PERIOD**

The Contract Period for this contract is **80 Working Days** from the date of the first Service Order issued under this contract.

**C1.2.3.18 DAMAGE TO PERSONS OR PROPERTY**

The successful Contractor shall indemnify and keep indemnified Council against any claim for death, injury, damage, or loss to any person or property whatsoever in respect thereof or in relation thereto.

The successful Contractor enters into this contract as an independent Contractor and shall be solely liable in respect of any claim for death, injury, damage, or loss to any person or property whatsoever in respect thereof or in relation thereto.

**C1.2.3.19 SECURITY (RETENTION OR JBCC FIXED CONSTRUCTION GUARANTEE)**

Clause 11.1.1 is deleted, ie. the selection of a Variable Construction Guarantee is deleted to conform to eThekweni Municipality's Supply Chain Management Policy Clause 20.3.

The Contractor shall either choose Retention or provide a JBCC Fixed Construction Guarantee to the Employer.

Where Security as Retention has been selected, the amount deducted shall be 10% of such value to the date of practical completion up to a limit of 5% of the contract sum.

Upon Practical Completion, the amount deducted shall be 2,5% of such value.

The 2,5% retention will be released with the Final Payment Certificate.

**C1.2.3.24 REINSTATEMENT OF AFFECTED AREAS (MAKING GOOD)**

The Service Provider shall make good and reinstate all finishes, surfaces, services, and building elements disturbed, damaged, or affected as a direct result of the execution of the works under this Contract at their own cost.

Reinstatement and making good may include, but shall not be limited to:

- Patching and reinstatement of walls, ceilings, floors, roofs, and finishes,
- Sealing and fire-stopping of service penetrations,
- Reinstatement of waterproofing systems,
- Making good to electrical containment, conduits, trunking, and fittings,
- Making good to mechanical services and associated builders' work, and
- Painting or finishing to match existing materials, colour, and quality.

All reinstatement and making good works shall be completed to the satisfaction of the Employer and shall not relieve the Service Provider of any obligations in respect of warranties, guarantees, or defects liability.

**C1.2.3.25 SAQCC GAS AND ELECTRICAL CERTIFICATES OF CONFORMITY/COMPLIANCE**

Works under this Contract requiring certification in terms of the Pressure Equipment Regulations, shall upon completion of the works, be provided a valid SAQCC Gas Certificate of Conformity (CoC) issued by a registered SAQCC Gas Practitioner authorised for the relevant category of work.

Works under this Contract requiring certification in terms of the Fire Detection and Protection regulations, shall upon completion of the works, be provided a valid certificate of conformity (CoC) in accordance with the regulations issued for the related works, issued by registered and qualified fire protection personal.

All costs associated with obtaining and issuing the SAQCC Gas COC shall be deemed to be included in the applicable unit installation rates for related unit items. No separate payment or variation shall be permitted in respect thereof.

Where works under this Contract involve electrical installations, alterations, connections, isolators, or modifications, the Service Provider shall provide a valid Electrical Certificate of Compliance (CoC) issued in accordance with the Occupational Health and Safety Act and the Electrical Installation Regulations.

All costs associated with obtaining and issuing the Electrical Certificate of Compliance shall be deemed to be included in the applicable electrical installation rates. No separate payment or variation shall be permitted in respect thereof.

No payment shall be certified or made in respect of any works requiring certification until the relevant SAQCC Gas CoC and/or Electrical CoC/Fire Protection CoC has been submitted by the Service Provider.

#### **C1.2.3.26 KEY PERSONNEL & WORKS SUPERVISION**

All works executed under this Contract shall be undertaken under the direct supervision of a suitably qualified artisan/technician, fire detection designer or gas suppression commissioner / serviceman who holds a valid SAQCC certification/registration/qualification appropriate to the scope of work being undertaken.

The Service Provider shall ensure that only suitably qualified, competent, and authorised personnel are deployed to site at all times.

Where eThekweni Municipality identifies that works are being undertaken by personnel who are not suitably qualified or do not hold the required qualification or SAQCC accreditation, the Ethekeini Municipality representative shall have the right to:

- Immediately remove such personnel from site,
- Suspend the works in whole or in part, and
- Deny the Contractor access to the site until such time as suitably qualified and compliant personnel are deployed.

All delays, costs, and consequences arising from the removal of personnel, suspension of works, or denial of site access shall be for the Service Provider's sole account, and no additional payment shall be granted as a result thereof.



**C1.2.3.27 WARRANTY AND GUARANTEE OF WORK**

The Service Provider warrants and guarantees that all materials, equipment, components, and workmanship supplied and installed under this Contract shall be:

- New and unused,
- Of good quality and free from defects,
- In full compliance with the Contract specifications, approved technical submissions, applicable SANS, SABS standards, and OEM requirements.

The warranty and guarantee period shall be twelve (12) months from the date on which the Job Card is signed by the client representative, or date the unit is commissioned, whichever is later.

During the twelve (12) month warranty period, the Service Provider shall, at its own cost and risk, promptly make good, repair, replace, or rectify any defects, failures, or deficiencies arising from:

- Defective materials or equipment,
- Faulty workmanship,
- Improper installation, testing, or commissioning,
- Non-compliance with specifications or standards.

No payment shall be made for any work undertaken to rectify defects arising during the warranty period where such defects result from material defects, workmanship issues, or non-compliance with the Contract.

Rectification of warranty defects shall:

- Not require the issuing of a new Service Order;
- Not give rise to any claim for additional payment, rates, mobilisation allowance, or variation.

All manufacturer, supplier, and OEM warranties, including any service plans associated with supplied equipment, shall be:

- Valid for a minimum of twelve (12) months, and
- Any balance of the warranties or service plans transferred to eThekweni Municipality upon completion of the 12-month warranty period. The Service Provider shall submit all warranty certificates, guarantees, commissioning records, and OEM documentation to eThekweni Municipality.

The obligations contained in this clause shall survive the expiry or termination of the Contract to the extent that defects arise within the warranty period.

All warranty claims shall be attended to and fully rectified within ten (10) working days from the date on which the defect is reported to the Service Provider, unless otherwise agreed by Ethekweni Municipality.

**C1.2.3.28 CONTRACT SUSPENSION**

Under this Contract, eThekweni Municipality will suspend a Service Provider from receiving Service Orders where the Service Provider commits any of the following transgressions:

- Non-compliance to the contractual conditions, and other reasonable conditions stipulated on award of Service Orders under this Framework.
- Continual poor or non-performance under contract
- Engagement in criminal, fraudulent, or unlawful activities while performing services under this Contract
- Failure to maintain suitably qualified and competent key personnel, including but not limited to qualified mechanics
- Failure to attend contract meetings as required
- Non-compliance with any applicable requirements of the eThekweni Municipality Supply Chain Management (SCM) Policy or related prescripts

Prior to imposing a suspension for the above and related transgressions, eThekweni Municipality shall issue the Service Provider with written warnings, up to a maximum of three (3), detailing the nature of the transgression, the corrective action required, and the timeframe within which such corrective action must be implemented. All such warnings shall be issued in writing, shall be signed by the Deputy Director: Architecture Division or his duly nominated representative, and shall be acknowledged in writing by the Service Provider.

Each written warning issued in terms of this clause shall be valid for a period of three (3) months from the date of issue. Written warnings shall lapse automatically upon expiry of the three-month validity period and shall not be cumulative beyond that period.

Failure by the Service Provider to satisfactorily remedy the identified transgressions following the issuance of three (3) valid written warnings within a continuous three-month period shall constitute grounds for suspension.

Suspension in terms of this clause shall not entitle the Service Provider to any form of compensation, loss of profit, or claim arising from the non-issuance of Service Orders during the suspension period.

Where the nature of the transgression is deemed serious, repeated, or irreparable, eThekweni Municipality reserves the right to terminate or expel a Service Provider entirely from performing any work under this Contract without warning letters, in accordance with the SCM Policy and without prejudice to any other remedies available to the Municipality.

Suspension or expulsion in terms of this clause shall not relieve the Service Provider of any existing obligations, including warranty obligations and rectification of defective work.

## C2.1 PRICING ASSUMPTIONS / INSTRUCTIONS

### C2.1.1 GENERAL

C2.1.1.1 A word or phrase in bold type in the Pricing Data shall have the meaning assigned to it in the definitions listed in the Conditions of Contract, Contract Data, and the JBCC Principal Building Agreement Edition **6.2 May 2018**, JBCC Series 2000 **May 2018** Preliminaries and the Model Preambles for Trades **2017** as issued by the Association of South African Quantity Surveyors. A word or phrase not in bold type shall be interpreted in the context of its usage.

C2.1.1.2 Tenderers are to allow for wages which are not less than the Bargaining Council for the Civil Engineering Industry (BCCEI) agreed wage rates.

C2.1.1.3 The agreement is based on the Conditions of Contract as specified in Part C1.2.1. Additions, deletions and alterations to the Conditions of Contract, as well as the contract specific variables, are as stated in the Contract Data as specified in Part C1.2.2 and Additional Conditions of Contract as specified in Part C1.2.3

C2.1.1.4 Bills of Quantities: Except where indicated otherwise, the quantities of and classes and kinds of works set out in these Bills of Quantities are provisional and do not purport to represent the final quantities of and classes and kinds of work eventually required to be done. The quantities of and classes and kinds of work contained herein have been set down solely in order to form a basis for obtaining competitive tenders.

The Bills of Quantities are not to be used for ordering materials under any circumstances whether this be with regard to description or specification of materials or goods required, or with regard to quantities. Failure to comply with this condition is entirely at the Contractor's own risk. The Contractor shall be obliged upon instruction of the Principal Agent to execute such quantities of and classes and kinds of work as the Principal Agent in his sole discretion may deem necessary or which, in the Principal Agent's opinion, become expedient from time to time or which may be required to meet the Employer's requirements, whether or not such quantities of and classes or kinds of work may appear in these Bills of Quantities or the contract drawings.

The consideration payable to the Contractor in respect of the works shall be determined by the Agent by the application of the rates contained in the priced Bill of Quantities to the quantities of and classes and kinds of work executed, which quantities of and classes and kinds of work shall be determined by the Agent. The rates contained in the priced Bills of Quantities shall apply irrespective of the final quantities of the different classes and kinds of work executed. No claims for extras, loss of profit, variation of rates or other similar claims will be entertained as a result of any variations whatsoever between the quantities of work set out in these Bills of Quantities and the quantities of work actually executed, nor as a result of any variation whatsoever between the contract sum and the final value of works.

C2.1.1.5 Budgetary Allowances and Provisional Sums: All items described as "Budgetary Allowance" shall be used as directed by the Employer and measured and valued and paid for.

No work for which "Budgetary Allowance" items are allowed shall be commenced without written instructions from the Principal Agent. The contractor is duly informed in this document that the Budgetary Allowance Items are completely subject to the discretion of the employer and will only form part of the contract value once duly authorised by the employer and executed by the contractor to the full satisfaction of the principal agent, irrespective of the fact that the Budgetary Allowance formed part of the contract sum.

- C2.1.1.6 Prime Cost Amounts: Prime cost amounts are a net allowance (excluding VAT), for materials only, and the tenderer should allow for the necessary labour, wastage, profit, etc in pricing these items.
- C2.1.1.7 Value Added Tax: The tendered price must include for Value Added Tax (VAT). All rates, provisional sums, etc in these Bills of Quantities must however be net with VAT calculated and added to the total value thereof as provided for in the Final Summary.

**C2.2: BILL OF QUANTITIES**

The Bill of Quantities follows and comprises of 30 pages. The pages are numbered BOQ 1 to BOQ 30.

The Bill of Quantities comprises of the following Sections:

|                              |             |
|------------------------------|-------------|
| Bill No.1 : Preliminaries    | BOQ 1 – 22  |
| Bill No.2 : Works Bill       | BOQ 23 – 28 |
| Bill No.3 : Provisional Sums | BOQ 29      |
| Final Summary                | BOQ 30      |

**NOTE: TENDERERS ARE REQUIRED TO PRICE THE ENTIRE DOCUMENT AT THE TIME OF TENDER**

| ITEM NO | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | UNIT | AMOUNT |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|
|         | <p><b><u>BILL NO. 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p><b><u>BUILDING AGREEMENT AND PRELIMINARIES</u></b></p> <p>The <b>JBCC</b> Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The <b>JBCC</b> Principal Building Agreement <b>contract data</b> form an integral part of this <b>agreement</b></p> <p>The <b>JBCC</b> General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the <b>JBCC</b> Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these <b>bills of quantities</b>, amended as hereinafter described</p> <p>The <b>contractor</b> is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause</p> <p>The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only</p> <p>Where any item is not relevant to this <b>agreement</b> such item is marked N/A signifying "not applicable"</p> <p>Where standard clauses or alternatives are not entirely applicable to this <b>agreement</b> such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents</p> <p><b><u>PREAMBLES FOR TRADES</u></b></p> <p><i>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilised in these bills of quantities by inter alia referring to SANS construction standards. <b><u>Where such preambles are not applicable</u></b> (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the Standard System of Measuring Building Work (seventh edition) for works within South Africa or the Standard Method of Measuring Building Work for Africa 2015 (first edition) for works elsewhere in Africa, represent the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications</i></p> <p><i>Note that the text of the Standard System of Measuring Building Work (seventh edition) and that of the Standard Method of Measuring Building Work for Africa 2015 (first edition) is the same</i></p> <p><i>The latest version of the General Preambles for Trades should be referred to should the General Preambles for Trades 2017 be revised in future</i></p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these <b>bills of quantities</b> and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained</p> <p>Supplementary preambles and/or specifications are incorporated in these <b>bills of quantities</b> to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles</p> <p>The <b>contractor's</b> prices for all items throughout these <b>bills of quantities</b> shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications</p> <p><b><u>STRUCTURE OF THIS PRELIMINARIES BILL</u></b></p> <p>Section A : A recital of the headings of the individual clauses in the aforementioned <b>JBCC</b> Principal Building Agreement</p> |      |        |
|         | TOTAL CARRIED FORWARD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | R    |        |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                       |   |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---|
|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | TOTAL BROUGHT FORWARD | R |
|   | Section B : A recital of the headings of the individual clauses in the aforementioned <b>JBCC</b> General Preliminaries                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |   |
|   | Section C : Any special clauses to meet the particular circumstances of the project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |   |
|   | <b>PRICING OF PRELIMINARIES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                       |   |
|   | Should the <b>contractor</b> select Option A in the <b>contract data</b> for the adjustment of <b>preliminaries</b> , the amounts entered against the relevant items in these <b>preliminaries</b> are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)                                                                                                                                                                                                                                                                                                                                                                                                                               |                       |   |
|   | <b>SECTION A: PRINCIPAL BUILDING AGREEMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                       |   |
|   | <b>Interpretation (A1-A7)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |   |
| 1 | Clause 1.0 - Definitions and interpretation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |   |
|   | <b>Pricing of bills of quantities</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |   |
|   | The <b>contractor</b> is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this <b>agreement</b> . Value Added Tax (VAT) is to be separately stated on the summary page of these <b>bills of quantities</b> |                       |   |
|   | Items left unpriced will be deemed to be covered in prices against other items throughout these <b>bills of quantities</b> and no claim for any extras arising out of the <b>contractor's</b> omission to price any item will be entertained                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |   |
|   | Prices for all <b>construction equipment</b> , temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |   |
|   | <b>Abbreviated descriptions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                       |   |
|   | The items in these <b>bills of quantities</b> utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the <b>contractor</b> shall, before submission of his tender, call for a written directive from the <b>principal agent</b> , failing which it shall be assumed that the <b>contractor</b> has allowed in his pricing for materials and workmanship in terms of international best practice                                                                                                                             |                       |   |
|   | <b>Legal status of contractor</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |   |
|   | If the <b>contractor</b> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                       |   |
|   | 1. These persons are deemed to be jointly and severally liable to the <b>employer</b> for the performance of this <b>agreement</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |   |
|   | 2. These persons shall notify the <b>employer</b> of their leader who has assigned authority to bind the <b>contractor</b> and each of these persons                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                       |   |
|   | 3. The <b>contractor</b> shall not alter its composition or legal status without the prior written consent of the <b>employer</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |   |
|   | F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Item                  |   |
| 2 | Clause 2.0 - <b>Law</b> , regulations and <b>notices</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |   |
|   | F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Item                  |   |
|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | TOTAL CARRIED FORWARD | R |

|                                                                                                                                                                                                                                                                                                         | TOTAL BROUGHT FORWARD | R    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------|
| 3 Clause 3.0 - Offer and acceptance                                                                                                                                                                                                                                                                     |                       |      |
| F:..... V:..... T:.....                                                                                                                                                                                                                                                                                 |                       | Item |
| 4 Clause 4.0 - Cession and assignment                                                                                                                                                                                                                                                                   |                       |      |
| F:..... V:..... T:.....                                                                                                                                                                                                                                                                                 |                       | Item |
| 5 Clause 5.0 - Documents                                                                                                                                                                                                                                                                                |                       |      |
| <b>Value Added Tax</b>                                                                                                                                                                                                                                                                                  |                       |      |
| Provision is made in the summary page of these <b>bills of quantities</b> for the inclusion of Value Added Tax (VAT)                                                                                                                                                                                    |                       |      |
| Clause 3.3 is deleted and substituted with:<br>The principal agent shall complete the schedule and arrange for formal signing of the agreement once the priced bill of quantities/lump sum document, security, insurances and waiver of lien, where acceptable, have been provided and effected'.       |                       |      |
| F:..... V:..... T:.....                                                                                                                                                                                                                                                                                 |                       | Item |
| 6 Clause 6.0 - <b>Employer's agents</b>                                                                                                                                                                                                                                                                 |                       |      |
| <b>Delegated authority</b>                                                                                                                                                                                                                                                                              |                       |      |
| The authority of the <b>principal agent</b> to issue <b>contract instructions</b> [17.1] and perform duties for specific aspects of the <b>works</b> is delegated to <b>agents</b> as follows [6.2]. This does not preclude the <b>principal agent</b> from issuing such <b>contract instructions</b> : |                       |      |
| 1. <u>Architect</u>                                                                                                                                                                                                                                                                                     |                       |      |
| <i>Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA</i>                                                                                                                                                                                    |                       |      |
| 1.1 Duties [6.2] :                                                                                                                                                                                                                                                                                      |                       |      |
| The architect is responsible for the architectural design, functional design and quality inspection of the <b>works</b>                                                                                                                                                                                 |                       |      |
| 1.2 <b>Contract instructions</b> [6.2; 17.1] :                                                                                                                                                                                                                                                          |                       |      |
| 1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the <b>agreement</b> other than in the <b>JBCC</b> Principal Building Agreement                                                                                                                         |                       |      |
| 1.2.2 Alteration to design, standards or quantity of the <b>works</b> provided that such <b>contract instructions</b> shall not substantially change the scope of the <b>works</b>                                                                                                                      |                       |      |
| 1.2.3 The <b>site</b> [13.0]                                                                                                                                                                                                                                                                            |                       |      |
| 1.2.4 Compliance with the <b>law</b> , regulations and bylaws [2.1]                                                                                                                                                                                                                                     |                       |      |
| 1.2.5 Provision and testing of samples of <b>materials and goods</b> and/or of finishes and assemblies of elements of the <b>works</b>                                                                                                                                                                  |                       |      |
| 1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]                                                                                                                                                                                                                       |                       |      |
| 1.2.7 Removal or re-execution of work                                                                                                                                                                                                                                                                   |                       |      |
|                                                                                                                                                                                                                                                                                                         | TOTAL CARRIED FORWARD | R    |



|                                                                                                                                                                                                                                                                                                                 | TOTAL BROUGHT FORWARD | R |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---|
| 1.2.8 Removal or substitution of any <b>materials and goods</b>                                                                                                                                                                                                                                                 |                       |   |
| 1.2.9 Protection of the <b>works</b>                                                                                                                                                                                                                                                                            |                       |   |
| 1.2.10 Making good physical loss and repairing damage to the <b>works</b> [23.2.2]                                                                                                                                                                                                                              |                       |   |
| 1.2.11 Rectification of <b>defects</b> [21.2]                                                                                                                                                                                                                                                                   |                       |   |
| 1.2.12 A <b>list for practical completion</b> specifying outstanding or defective work to be rectified to achieve <b>practical completion</b> , a <b>list for completion</b> and a <b>list for final completion</b> specifying outstanding or defective work to be rectified to achieve <b>final completion</b> |                       |   |
| 1.2.13 Expenditure of <b>budgetary allowances, prime cost amounts and provisional sums</b>                                                                                                                                                                                                                      |                       |   |
| 1.2.14 Appointment of a <b>subcontractor</b> [14.0; 15.0]                                                                                                                                                                                                                                                       |                       |   |
| 1.2.15 Work by <b>direct contractors</b> [16.0]                                                                                                                                                                                                                                                                 |                       |   |
| 1.2.16 On suspension or termination, protection of the <b>works</b> , removal of <b>construction equipment</b> and surplus <b>materials and goods</b> [29.0]                                                                                                                                                    |                       |   |
| 2. <u>Quantity surveyor</u>                                                                                                                                                                                                                                                                                     |                       |   |
| 2.1 Duties [6.2] :                                                                                                                                                                                                                                                                                              |                       |   |
| The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the <b>works</b>                                                                                                                                    |                       |   |
| 2.2.1 No <b>contract instructions</b> delegated to the quantity surveyor                                                                                                                                                                                                                                        |                       |   |
| 3. <u>Civil and structural engineer</u>                                                                                                                                                                                                                                                                         |                       |   |
| 3.1 Duties [6.2] :                                                                                                                                                                                                                                                                                              |                       |   |
| The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the <b>works</b>                                                                                                                                                          |                       |   |
| 3.2 <b>Contract instructions</b> [6.2; 17.1] :                                                                                                                                                                                                                                                                  |                       |   |
| 3.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the <b>agreement</b> other than in the <b>JBCC</b> Principal Building Agreement                                                                                                                                 |                       |   |
| 3.2.2 Alteration to design, standards or quantity of the <b>works</b> provided that such <b>contract instructions</b> shall not substantially change the scope of the <b>works</b>                                                                                                                              |                       |   |
| 3.2.3 The <b>site</b> [13.0]                                                                                                                                                                                                                                                                                    |                       |   |
| 3.2.4 Compliance with the <b>law</b> , regulations and bylaws [2.1]                                                                                                                                                                                                                                             |                       |   |
| 3.2.5 Provision and testing of samples of <b>materials and goods</b> and/or of finishes and assemblies of elements of the <b>works</b>                                                                                                                                                                          |                       |   |
| 3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]                                                                                                                                                                                                                               |                       |   |
| 3.2.7 Removal or re-execution of work                                                                                                                                                                                                                                                                           |                       |   |
| 3.2.8 Removal or substitution of any <b>materials and goods</b>                                                                                                                                                                                                                                                 |                       |   |
| 3.2.9 Protection of the <b>works</b>                                                                                                                                                                                                                                                                            |                       |   |
|                                                                                                                                                                                                                                                                                                                 | TOTAL CARRIED FORWARD | R |

|                                                                                                                                                                                                                                                                                                                 | TOTAL BROUGHT FORWARD | R |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---|
| 3.2.10 Making good physical loss and repairing damage to the <b>works</b> [23.2.2]                                                                                                                                                                                                                              |                       |   |
| 3.2.11 Rectification of <b>defects</b> [21.2]                                                                                                                                                                                                                                                                   |                       |   |
| 3.2.12 A <b>list for practical completion</b> specifying outstanding or defective work to be rectified to achieve <b>practical completion</b> , a <b>list for completion</b> and a <b>list for final completion</b> specifying outstanding or defective work to be rectified to achieve <b>final completion</b> |                       |   |
| 4. <u>Mechanical engineer</u>                                                                                                                                                                                                                                                                                   |                       |   |
| 4.1 Duties [6.2] :                                                                                                                                                                                                                                                                                              |                       |   |
| The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the <b>works</b> and, for all measurements, valuations, financial assessments.                                                                                                                |                       |   |
| 4.2 <b>Contract instructions</b> [6.2; 17.1] :                                                                                                                                                                                                                                                                  |                       |   |
| 4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the <b>agreement</b> other than in the <b>JBCC</b> Principal Building Agreement                                                                                                                                 |                       |   |
| 4.2.2 Alteration to design, standards or quantity of the <b>works</b> provided that such <b>contract instructions</b> shall not substantially change the scope of the <b>works</b>                                                                                                                              |                       |   |
| 4.2.3 Compliance with the <b>law</b> , regulations and bylaws [2.1]                                                                                                                                                                                                                                             |                       |   |
| 4.2.4 Provision and testing of samples of <b>materials and goods</b> and/or of finishes and assemblies of elements of the <b>works</b>                                                                                                                                                                          |                       |   |
| 4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]                                                                                                                                                                                                                               |                       |   |
| 4.2.6 Removal or re-execution of work                                                                                                                                                                                                                                                                           |                       |   |
| 4.2.7 Removal or substitution of any <b>materials and goods</b>                                                                                                                                                                                                                                                 |                       |   |
| 4.2.8 Protection of the <b>works</b>                                                                                                                                                                                                                                                                            |                       |   |
| 4.2.9 Making good physical loss and repairing damage to the <b>works</b> [23.2.2]                                                                                                                                                                                                                               |                       |   |
| 4.2.10 Rectification of <b>defects</b> [21.2]                                                                                                                                                                                                                                                                   |                       |   |
| 4.2.11 A <b>list for practical completion</b> specifying outstanding or defective work to be rectified to achieve <b>practical completion</b> , a <b>list for completion</b> and a <b>list for final completion</b> specifying outstanding or defective work to be rectified to achieve <b>final completion</b> |                       |   |
| 4.2.12 Expenditure of <b>budgetary allowances</b> , <b>prime cost amounts</b> and <b>provisional sums</b>                                                                                                                                                                                                       |                       |   |
| 5. <u>Electrical engineer</u>                                                                                                                                                                                                                                                                                   |                       |   |
| 5.1 Duties [6.2] :                                                                                                                                                                                                                                                                                              |                       |   |
| The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the <b>works</b> and, for all measurements, valuations, financial assessments.                                                                                                                |                       |   |
| 5.2 <b>Contract instructions</b> [6.2; 17.1] :                                                                                                                                                                                                                                                                  |                       |   |
| 5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the <b>agreement</b> other than in the <b>JBCC</b> Principal Building Agreement                                                                                                                                 |                       |   |
| 5.2.2 Alteration to design, standards or quantity of the <b>works</b> provided that such <b>contract instructions</b> shall not substantially change the scope of the <b>works</b>                                                                                                                              |                       |   |
| 5.2.3 Compliance with the <b>law</b> , regulations and bylaws [2.1]                                                                                                                                                                                                                                             |                       |   |
| 5.2.4 Provision and testing of samples of <b>materials and goods</b> and/or of finishes and assemblies of elements of the <b>works</b>                                                                                                                                                                          |                       |   |
|                                                                                                                                                                                                                                                                                                                 | TOTAL CARRIED FORWARD | R |

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------|
| 5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]                                                                                                                                                                                                                                                                                                                                                                                              |                       |      |
| 5.2.6 Removal or re-execution of work                                                                                                                                                                                                                                                                                                                                                                                                                                          |                       |      |
| 5.2.7 Removal or substitution of any <b>materials and goods</b>                                                                                                                                                                                                                                                                                                                                                                                                                |                       |      |
| 5.2.8 Protection of the <b>works</b>                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |      |
| 5.2.9 Making good physical loss and repairing damage to the <b>works</b> [23.2.2]                                                                                                                                                                                                                                                                                                                                                                                              |                       |      |
| 5.2.10 Rectification of <b>defects</b> [21.2]                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |      |
| 5.2.11 A <b>list for practical completion</b> specifying outstanding or defective work to be rectified to achieve <b>practical completion</b> , a <b>list for completion</b> and a <b>list for final completion</b> specifying outstanding or defective work to be rectified to achieve <b>final completion</b>                                                                                                                                                                |                       |      |
| F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       | Item |
| 7 Clause 7.0 - Design responsibility                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |      |
| F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       | Item |
| <b><u>Insurances and securities (A8-A11)</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                               |                       |      |
| 8 Clause 8.0 - <b>Works</b> risk                                                                                                                                                                                                                                                                                                                                                                                                                                               |                       |      |
| F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       | Item |
| 9 Clause 9.0 - Indemnities                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |      |
| Clause 9.1.1 is deleted and substituted with:<br>Claims from other parties consequent upon death or bodily injury or illness of any person or physical loss or damage to any property, other than the <b>works</b> , arising out or due to the execution of the works or occupation of the <b>site</b> by the <b>contractor</b> or his <b>sub-contractors</b> . Should such an event occur, the <b>contractor</b> shall forthwith give notice to the <b>principal agent</b> .' |                       |      |
| F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       | Item |
| 10 Clause 10.0 - Insurances                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |      |
| F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       | Item |
| 11 Clause 11.0 - <b>Securities</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |      |
| Clause 11.1.1 is deleted, ie. the selection of a Variable Construction Guarantee is deleted in order to conform to eThekweni Municipality's Supply Chain Management Policy Clause 21.1(g).                                                                                                                                                                                                                                                                                     |                       |      |
| The Contractor shall either choose <b>10% Retention</b> or provide a <b>JBCC Fixed Construction Guarantee</b> as per clause 11.1.2 to the Employer.                                                                                                                                                                                                                                                                                                                            |                       |      |
| F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       | Item |
| <b><u>Execution (A12 - A17)</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |      |
| 12 Clause 12.0 - Obligations of the <b>parties</b>                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |      |
| <b>Office accommodation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |      |
| The <b>contractor</b> shall provide, maintain and remove on <b>practical completion</b> air conditioned office accommodation with suitable tables and chairs for meetings to be held on the <b>site</b> . Such offices shall be kept clean and fit for use at all times [12.2.18]                                                                                                                                                                                              |                       |      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | TOTAL CARRIED FORWARD | R    |

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|    | <p><b>Notice board</b></p> <p>The <b>contractor</b> shall erect in a position approved by the <b>principal agent</b>, maintain and remove on <b>practical completion</b> a notice board recommended by the South African Institute of Architects and as approved by the <b>principal agent</b> listing the names and logos of the <b>employer</b>, the <b>contractor</b> and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the <b>principal agent</b> for such notice boards to be erected [12.2.18]</p> <p><b>Statutory and other notices</b></p> <p>The <b>contractor</b> shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the <b>works</b> by the <b>contractor</b>. The <b>contractor</b> shall pay all deposits or fees in this regard</p> <p>It is, however, specifically recorded that the <b>employer</b> shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto</p> <p>F:..... V:..... T:.....</p> |                       | Item |
| 13 | <p>Clause 13.0 - Setting out</p> <p>The <b>contractor</b> shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc., exist in order that the necessary arrangements may be made for the rectification of any such encroachments.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       | Item |
| 14 | <p>Clause 14.0 - Nominated <b>subcontractors</b></p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                       | Item |
| 15 | <p>Clause 15.0 - Selected <b>subcontractors</b></p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       | Item |
| 16 | <p>Clause 16.0 - <b>Direct contractors</b></p> <p><b>Attendance on direct contractors</b></p> <p>In respect of <b>direct contractors</b> the <b>contractor</b> shall:</p> <ol style="list-style-type: none"> <li>Designate an area for the <b>direct contractor</b> to establish a temporary office and workshop and storage of equipment and materials</li> <li>Allow the use of personnel welfare facilities, where provided</li> <li>Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation</li> <li>Permit the <b>direct contractor</b> to use erected scaffolding, hoisting facilities, etc provided by the <b>contractor</b>, in common with others having the like right, while it remains erected on the <b>site</b> [16.1]</li> </ol> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                           |                       | Item |
| 17 | <p>Clause 17.0 - <b>Contract instructions</b></p> <p><b>Site instructions</b></p> <p>Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       | Item |
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|    | <b><u>Completion (A18 - A24)</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                       |      |
| 18 | Clause 18.0 - Interim completion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       | N/A  |
| 19 | Clause 19.0 - <b>Practical completion</b><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                       | Item |
| 20 | Clause 20.0 - Completion in <b>sections</b><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       | Item |
| 21 | Clause 21.0 - <b>Defects</b> liability period and <b>final completion</b><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                       | Item |
| 22 | Clause 22.0 - <b>Latent defects</b> liability period<br><br>Clause 22.0 is amended by the addition of the following clauses:<br><br>"22.4 Any water leakage into the building, whether in the roof, external wall or other element of the building susceptible to water leakage shall, unless proven to be a design defect, or as a result of obvious storm damage, be classified as a latent defect in terms of clause 1.0 Definitions and Interpretations".<br><br>"22.5 The <b>Contractor</b> shall attend to defects during the Defects Liability Period on a progressive basis, to the satisfaction of the <b>Principal Agent</b> and will not be permitted to wait until the end of the Defect Liability Period or until the amount of defects accumulates in order to attend to a comprehensive list of defects"<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                             |                       | Item |
| 23 | Clause 23.0 - Revision of the date for <b>practical completion</b><br><br><b>Substitution of materials and goods</b><br>The removal or substitution of any <b>materials and goods</b> which do not conform to the specification or the <b>contract drawings</b> shall not constitute grounds for the extension of the <b>construction period</b> nor for the adjustment of the <b>contract value</b> [17.1.8; 23.1 & 2]<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       | Item |
| 24 | Clause 24.0 - <b>Penalty</b> for late or non-completion<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       | Item |
|    | <b><u>Payment (A25 - A27)</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |      |
| 25 | Clause 25.0 - Payment<br><br><b>Prices submitted</b><br>Where prices are submitted by the <b>contractor</b> or <b>subcontractor</b> during the progress of the <b>works</b> in respect of <b>contract instructions</b> or in regard to a claim under the terms of this <b>agreement</b> and notwithstanding the fact that such prices may be used in an interim <b>payment certificate</b> , there is to be no presumption of acceptance. Should the <b>principal agent</b> wish to accept any such prices prior to the issue of the <b>certificate of final completion</b> , it shall be in writing<br><br>Where prices are submitted by the contractor or nominated/selected sub contractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the final certificate, it will be in writing. |                       |      |
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|    | <p>Clause 25.5 is deleted and substituted with :</p> <p>The inclusion of materials and goods stored off site in the amount authorised for payment in terms of clause 25.2 shall be at the sole discretion of the principal agent and such inclusion shall only be considered upon the provision, by the <b>contractor</b>, of an <b>approved guarantee issued by a registered commercial bank</b>.</p> <p>Clause 25.10 is amended as follows:</p> <p>Payment shall be subject to the Employer giving the Contractor a Tax Invoice for the amount due. The Employer undertakes to ensure compliance with the administrative requirements of Sections 20 (2) and 21 (4) of the Value Added Tax Act (Act 89 of 1991). The Contractor agrees to the adoption of the self invoicing procedures and undertakes not to issue any tax invoices, debit or credit notes in respect of any transaction included in the Tax Invoices issued by the Employer. The above clauses shall constitute a written agreement between the parties as required in terms of the Value Added Tax Act (Act 89 of 1991).'</p> <p>Clause 25.7.4 is deleted.</p> <p>Clause 25.7.5 is deleted.</p> <p>Clause 25.10 and clause 25.11 - no default interest or compensatory interest will be paid</p> <p>F:..... V:..... T:.....</p> | TOTAL BROUGHT FORWARD | R |
| 26 | <p>Clause 26.0 - Adjustment of the <b>contract value</b> and <b>final account</b></p> <p><b>Cost of claims</b></p> <p>All costs incurred by the <b>contractor</b> in the preparation of claims shall be borne by the <b>contractor</b>. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this <b>agreement</b> [30.6 &amp; 7] from making a determination on costs</p> <p><b>Claims from subcontractors</b></p> <p>The <b>contractor</b> shall review, assess and adjudicate any claims received by him from any <b>subcontractor</b> and thereafter submit same to the <b>principal agent</b> with a recommendation in order to assist the <b>principal agent</b> in adjudicating the claim [26.6]</p> <p>Clause 26.10 is amended as follows:</p> <p>The principal agent shall prepare a final account for submission to the contractor within one hundred and eighty (180) calendar days.'</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                               | Item                  |   |
| 27 | <p>Clause 27.0 - Recovery of expense and/or loss</p> <p>F:..... V:..... T:.....</p> <p><b><u>Suspension and termination (A28 - A29)</u></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Item                  |   |
| 28 | <p>Clause 28.0 - Suspension by the <b>contractor</b></p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Item                  |   |
| 29 | <p>Clause 29.0 - Termination</p> <p>F:..... V:..... T:.....</p> <p><b><u>Dispute resolution (A30)</u></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Item                  |   |
| 30 | <p>Clause 30.0 - Dispute resolution</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Item                  |   |
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| 31 | <p><b><u>Agreement</u></b></p> <p>The required information of the <b>parties</b> and the amount of the <b>contract sum</b> shall be inserted in the <b>agreement</b> for signature of the <b>agreement</b> by the <b>parties</b></p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Item                  |   |
| 32 | <p><b><u>Contract data</u></b></p> <p><b>Tenderer's selections</b></p> <p>Before submission of his tender the <b>contractor</b> is to complete the tenderer's selections in the <b>contract data</b></p> <p>F:..... V:..... T:.....</p> <p><b><u>SECTION B: GENERAL PRELIMINARIES</u></b></p> <p><b><u>Definitions and interpretation (B1)</u></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Item                  |   |
| 33 | <p>Clause 1.1 - Definitions</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Item                  |   |
| 34 | <p>Clause 1.2 - Interpretation</p> <p>F:..... V:..... T:.....</p> <p><b><u>Documents (B2)</u></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Item                  |   |
| 35 | <p>Clause 2.1 - Checking of documents</p> <p>The items in these Bills of Quantities are to be read and priced in conjunction with, and the descriptions regarded as amplified by the "Model Preambles for all Trades 2008" as published by the Association of South African Quantity Surveyors, and no claim arising from brevity of description of items fully described in the said General Preambles and Supplementary documentation will be entertained.</p> <p>Notwithstanding the issue of the tender drawings, it will remain the responsibility of the Tenderer to study all available drawings at the offices of the Principal Agent during normal working hours in order to acquaint himself with all the cost implications of the design, programming, phasing, etc.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Item                  |   |
| 36 | <p>Clause 2.2 - Provisional <b>bills of quantities</b></p> <p>"Except where indicated otherwise, the quantities of and classes and kinds of works set out in these Bills of Quantities are provisional and do not purport to represent the final quantities of and classes and kinds of work eventually required to be done. The quantities of and classes and kinds of work contained herein have been set down solely in order to form a basis for obtaining competitive tenders.</p> <p>The consideration payable to the Contractor in respect of the works shall be determined by the Agent by the application of the rates contained in the priced Bill of Quantities to the quantities of and classes and kinds of work actually executed, which quantities of and classes and kinds of work shall be determined by the Agent. The rates contained in the priced Bills of Quantities shall apply irrespective of the final quantities of the different classes and kinds of work actually executed. No claims for extras, loss of profit, variation of rates or other similar claims will be entertained as a result of any variations whatsoever between the quantities of work set out in these Bills of Quantities and the quantities of work actually executed, nor as a result of any variation whatsoever between the contract sum and the final value of works.</p> |                       |   |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | TOTAL CARRIED FORWARD | R |

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|    | Prime Cost Amounts, Budgetary Allowances, Provisional Amounts, etc., contained herein may be omitted or reduced at the Principal Agent's sole discretion and the Contractor shall not be entitled to claim for any loss by way of reduction or omission of any discount, or percentage relating to Prime Cost Amounts, Budgetary Allowances, Provisional Amounts, etc., or loss of profit related thereto.                                                                                                                                                                                                                                                                                                                                                                             |                       |   |
|    | F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Item                  |   |
| 37 | Clause 2.3 - Availability of <b>construction information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |   |
|    | F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Item                  |   |
| 38 | Clause 2.4 - Ordering of <b>materials and goods</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |   |
|    | The Bills of Quantities are not to be used for ordering materials under any circumstances whether this be with regard to description or specification of materials or goods required, or with regard to quantities. Failure to comply with this condition is entirely at the Contractor's own risk. The Contractor shall be obliged upon instruction of the Principal Agent to execute such quantities of and classes and kinds of work as the Principal Agent in his sole discretion may deem necessary or which, in the Principal Agent's opinion, become expedient from time to time or which may be required to meet the Employer's requirements, whether or not such quantities of and classes or kinds of work may appear in these Bills of Quantities or the contract drawings. |                       |   |
|    | F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Item                  |   |
|    | <b><u>Previous work and adjoining properties (B3)</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |   |
| 39 | Clause 3.1 - Previous work - dimensional accuracy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |   |
|    | F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Item                  |   |
| 40 | Clause 3.2 - Previous work - <b>defects</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |   |
|    | F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Item                  |   |
| 41 | Clause 3.3 - Inspection of adjoining properties                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |   |
|    | The Tenderer shall inspect access roads, etc and shall be responsible for any damage evident at the end of the contract which has not been pointed out.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                       |   |
|    | F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Item                  |   |
|    | <b><u>The site (B4)</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |   |
|    | The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over of the site.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                       |   |
|    | The Tenderer shall ascertain any other restrictions to the area that may be occupied by the Contractor including any restrictions imposed by any buildings, etc. And any limitations or restrictions that may be imposed by any Authorities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |   |
|    | Workmen employed on the site are to be restricted to the immediate area of the site and access thereto.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                       |   |
|    | Space on the pavement areas for the storage of building materials, etc., must be arranged with the Local Authorities by the Tenderer who will be responsible for all charges in connection therewith.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |   |
| 42 | Clause 4.1 - Handover of <b>site</b> in stages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |   |
|    | F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Item                  |   |
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| 43 | <p>Clause 4.2 - Enclosure of the <b>works</b></p> <p>The contractor shall erect, maintain and remove at completion, hoardings, safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the works and elements thereof all for the protection of the public and others.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Item                  |   |
| 44 | <p>Clause 4.3 - Geotechnical and other investigations</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Item                  |   |
| 45 | <p>Clause 4.4 - Encroachments</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Item                  |   |
| 46 | <p>Clause 4.5 - Existing premises occupied</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Item                  |   |
| 47 | <p>Clause 4.6 - Services - known</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Item                  |   |
|    | <b><u>Management of contract (B5)</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |   |
| 48 | <p>Clause 5.1 - Management of the <b>works</b></p> <p>Clause 5.1 shall be deemed to be amended by the addition of the following:<br/> The contractor shall, to the satisfaction of the principal agent, provide the services of an experienced and competent Construction Manager and Site Agent supported by a management team who shall inter alia be responsible for all activities of the contractor and all sub-contractors and in particular:-</p> <ul style="list-style-type: none"> <li>a) Programming</li> <li>b) Scheduling</li> <li>c) Reporting</li> <li>d) Production of shop drawings and samples</li> <li>e) Procurement and expediting</li> <li>f) Liaison and co-ordinating of construction</li> <li>g) Commissioning, instruction, handover and follow up.</li> <li>h) Monitoring and reporting on building activities taking place off site.</li> </ul> <p>The names and CV's on the contractor's site management team shall be submitted to the principal agent prior to commencement on site and, after the principal agent's agreement on the composition thereof has been obtained. No changes shall be made nor shall any member of the said team be removed from site while remaining in employ of the contractor without the principal agent's express written approval.</p> <p>F:..... V:..... T:.....</p> | Item                  |   |
| 49 | <p>Clause 5.2 - Progress meetings</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Item                  |   |
| 50 | <p>Clause 5.3 - Technical meetings</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Item                  |   |
|    | <b><u>Samples, shop drawings and manufacturer's instructions (B6)</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |   |
| 51 | <p>Clause 6.1 - Samples of materials</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Item                  |   |
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| 52 | Clause 6.2 - Workmanship samples                                                                                                                            |                       | Item |
|    | F:..... V:..... T:.....                                                                                                                                     |                       | Item |
| 53 | Clause 6.3 - Shop drawings                                                                                                                                  |                       | Item |
|    | F:..... V:..... T:.....                                                                                                                                     |                       | Item |
| 54 | Clause 6.4 - Compliance with manufacturer's instructions                                                                                                    |                       | Item |
|    | F:..... V:..... T:.....                                                                                                                                     |                       | Item |
|    | <b><u>Deposits and fees (B7)</u></b>                                                                                                                        |                       |      |
| 55 | Clause 7.1 - Deposits and fees                                                                                                                              |                       | Item |
|    | F:..... V:..... T:.....                                                                                                                                     |                       |      |
|    | <b><u>Temporary services (B8)</u></b>                                                                                                                       |                       |      |
| 56 | Clause 8.1 - Water                                                                                                                                          |                       |      |
|    | <b>Alternative B shall apply (ie. it is to be provided by the Employer)</b>                                                                                 |                       |      |
|    | F:..... V:..... T:.....                                                                                                                                     |                       | Item |
| 57 | Clause 8.2 - Electricity                                                                                                                                    |                       |      |
|    | <b>Alternative B shall apply (ie. it is to be provided by the Employer)</b>                                                                                 |                       |      |
|    | F:..... V:..... T:.....                                                                                                                                     |                       | Item |
| 58 | Clause 8.3 - Ablution and welfare facilities                                                                                                                |                       |      |
|    | <b>Alternative A shall apply (ie. it is to be provided by the Contractor who shall maintain such facilities in an thoroughly clean and tidy condition).</b> |                       |      |
|    | F:..... V:..... T:.....                                                                                                                                     |                       | Item |
| 59 | Clause 8.4 - Communication facilities                                                                                                                       |                       | Item |
|    | F:..... V:..... T:.....                                                                                                                                     |                       | Item |
|    | <b><u>Prime cost amounts (B9)</u></b>                                                                                                                       |                       |      |
| 60 | Clause 9.1 - Responsibility for <b>prime cost amounts</b>                                                                                                   |                       | Item |
|    | F:..... V:..... T:.....                                                                                                                                     |                       |      |
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| <b><u>Attendance on subcontractors (B10)</u></b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |   |
| 61                                               | <p>Clause 10.1 - General attendance</p> <p>Clause 10.1 shall be amended by the addition of the following:</p> <p>a) Provide every assistance necessary for the due performance by all sub-contractors of their work and to enable them to execute their work in a like manner, in a proper order and sequence.</p> <p>b) Supervise and administer the sub-contractors and arrange and monitor programmes with each sub-contractor and supplier and co-ordinate the work of all sub-contractors and deliveries by suppliers.</p> <p>c) Attendance on Nominated/Selected sub-contractors simona Sun includes co-operating to the fullest extent with all parties and providing facilities for general attendance.</p> <p>F:..... V:..... T:.....</p> | Item                  |   |
| 62                                               | <p>Clause 10.2 - Special attendance</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Item                  |   |
| <b><u>General (B11)</u></b>                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |   |
| 63                                               | <p>Clause 11.1 - Protection of the <b>works</b></p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Item                  |   |
| 64                                               | <p>Clause 11.2 - Protection/isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b></p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Item                  |   |
| 65                                               | <p>Clause 11.3 - Security of the <b>works</b></p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Item                  |   |
| 66                                               | <p>Clause 11.4 - Notice before covering work</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Item                  |   |
| 67                                               | <p>Clause 11.5 - Disturbance</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Item                  |   |
| 68                                               | <p>Clause 11.6 - Environmental disturbance</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Item                  |   |
| 69                                               | <p>Clause 11.7 - <b>Works</b> cleaning and clearing</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Item                  |   |
| 70                                               | <p>Clause 11.8 - Vermin</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Item                  |   |
| 71                                               | <p>Clause 11.9 - Overhand work</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Item                  |   |
| 72                                               | <p>Clause 11.10 - Tenant installations</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Item                  |   |
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| 73 | <p>Clause 11.11 - Advertising</p> <p>F:..... V:..... T:.....</p> <p><b>SECTION C: SPECIFIC PRELIMINARIES</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Item                  |   |
| 74 | <p><b>Warranties for materials and workmanship</b></p> <p>Where warranties for materials and/or workmanship are called for, the <b>contractor</b> shall obtain a written warranty, addressed to the <b>employer</b>, from the entity supplying the materials and/or executing the work and shall deliver same to the <b>principal agent</b> on <b>final completion</b> of the contract</p> <p>The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of <b>practical completion</b> and that any <b>defects</b> that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written <b>notice</b> to do so</p> <p>The warranty will not be enforced if the work is damaged by <b>defects</b> in the execution of the <b>works</b>, in which case the responsibility for replacement shall rest entirely with the <b>contractor</b></p> <p>F:..... V:..... T:.....</p> | Item                  |   |
| 75 | <p><b>Overtime</b></p> <p>Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the <b>contractor</b> unless the <b>principal agent</b> has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the <b>employer</b></p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Item                  |   |
| 76 | <p><b>Cooperation of the contractor for cost management</b></p> <p>It is specifically agreed that the <b>contractor</b> accepts the obligation of assisting the <b>principal agent</b> in implementing proper cost management. The <b>contractor</b> will be advised by the <b>principal agent</b> of all cost management procedures which will be implemented to ensure that the <b>contract value</b> does not exceed the budget</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Item                  |   |
| 77 | <p><b>Overloading</b></p> <p>The <b>contractor</b> shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the <b>works</b> or temporary works eg scaffolding, etc. The <b>contractor</b> shall submit details of his proposed loading, storage, plant erection, etc to the <b>principal agent</b> for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the <b>principal agent's</b> requirements in connection with the provision of temporary support work, etc. Any damage caused to the <b>works</b> by overloading shall be made good by the <b>contractor</b> at his sole expense</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                               | Item                  |   |
| 78 | <p><b>Propping of floors below</b></p> <p>The <b>contractor</b> is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of <b>materials and goods</b> and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the <b>principal agent</b> and the cost thereof shall be borne by the <b>contractor</b></p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Item                  |   |
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| 79 | <p><b>Testing of flat roof waterproofing for watertightness</b></p> <p>Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |   |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Item                  |   |
| 80 | <p><b>Health and Safety</b></p> <p>Without limiting the generality of the provisions of clause 2.0, the <b>contractor's</b> attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the <b>employer</b> shall prepare a documented health and safety specification for the <b>works</b> and that the <b>employer</b> shall ensure that the <b>contractor</b> has made provision for the cost of health and safety measures during the execution of the <b>works</b>. The <b>contractor</b> shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]</p> <p>F:..... V:..... T:.....</p> |                       |   |
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| 81 | <p><b>Green star building certification</b></p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |   |
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| 82 | <p><b>Broad based black economic empowerment (BBBEE)</b></p> <p>Tenders submitted will be evaluated taking into account their empowerment rating</p> <p>The <b>employer</b> will be monitoring the broad based black economic empowerment (BBBEE) status of the <b>contractor</b> throughout the execution of the <b>works</b></p> <p>The <b>contractor</b> is to submit to the <b>principal agent</b> on an annual basis a schedule of spend, split into vendors engaged as <b>subcontractors</b> and suppliers indicating their BBBEE rating including proof of the said rating</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                           |                       |   |
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| 83 | <p><b>Advertising rights</b></p> <p>The <b>employer</b> may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The <b>contractor</b> shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the <b>principal agent</b> so as not to hinder the <b>contractor</b> in meeting his obligations under this <b>agreement</b></p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                       |                       |   |
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| 84 | <p><b>Confidentiality</b></p> <p>The <b>contractor</b> undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all <b>subcontractors</b> and suppliers. Such information shall not be used in any way except in connection with the execution of the <b>works</b></p> <p>No information regarding this project shall be published or disclosed without the prior written consent of the <b>employer</b></p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                  |                       |   |
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| 85 | <p><b>Media releases</b></p> <p>All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the <b>employer</b></p> <p>The <b>contractor</b> together with his <b>subcontractors</b> shall not, without the prior written consent of the <b>employer</b>, cause any statement or advertisement connected with this project to be printed, screened or aired by the media</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                               |                       | Item |
| 86 | <p><b>Proprietary branded products</b></p> <p>The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturer's instructions after consultation with the manufacturer's authorised representative.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                               |                       | Item |
| 87 | <p><b>Trade Names, etc.</b></p> <p>All materials, fittings, finishings, etc., specified hereinafter under a trade name, catalogue number or reference, must be exactly as described. The Architect's approval in writing must be obtained for the use of any alternative to the specification before the submission of tenders otherwise the specified materials, fittings, finishings, etc., will be assumed to have been allowed for in the tender.</p> <p>The Contractor must take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturer's instructions after consultation with the manufacturer's authorised representative.</p> <p>F:..... V:..... T:.....</p> |                       | Item |
| 88 | <p><b>Contractors responsibility</b></p> <p>The Employer, the Principal Agent and the other professional consultants shall not be responsible for any act or omission on the part of the Contractor which may result in any patent or latent defects, in materials or workmanship, breach or neglect of any local regulations. The Contractor shall at all times be responsible for any such neglect, deviation or wrong act, whether the same is discovered before or after the final certificate, or any other Certificate, has been approved.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                         |                       | Item |
| 89 | <p><b>As- built drawings</b></p> <p>The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records.</p> <p>Three full sets of as-built drawings shall be submitted to the Principal Agent no later than fourteen days after practical completion.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                               |                       | Item |
| 90 | <p><b>Construction Instructions</b></p> <p>Contract instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the Contractor. The Contractor shall supply and have available at the site of the works at all times, the following site books:</p>                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |      |
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|    | <p>a) Construction Instruction Book:<br/>Receiving and recording instructions in a suitable A4 size triplicate book kept on site. Instructions issued shall be recorded by the Architect or other Employer's Agents to whom the Architect has delegated authority to in the book.<br/>Only instructions issued in such book shall be recognised.</p> <p>b) Daily Record Book:<br/>The Contractor shall record in triplicate in a suitable A4 size triplicate book kept at the site, a daily record of work done, all site visits by the Principal Agent and other professional personnel and all events affecting the Works, such as progress, issue of plans, breakdown of machinery, etc. The labour, plant and material on site shall be recorded as well as work performed. Entries must be made by the Contractor and must be signed and forwarded to the Principal Agent for his counter-signature on a daily basis. Copies of these records shall be for the Architect, Quantity Surveyor and Contractor.</p> <p>F:..... V:..... T:.....</p> |                       | Item |
| 91 | <b>Labour record</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                       |      |
|    | <p>At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       | Item |
| 92 | <b>Plant record</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |      |
|    | <p>At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       | Item |
| 93 | <b>Encroachment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |      |
|    | <p>During the course of the building operations, the Contractor shall be held entirely responsible for any encroachment onto any adjoining properties, buildings, etc., or servitudes and the cost of any remedial measures as required by the Principal Agent shall be borne by the Contractor.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       | Item |
| 94 | <b>Method Statement</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |      |
|    | <p>The Tenderer shall produce, when required to do so by the Principal Agent, a Method Statement outlining the methods of construction and labour and plant resources that he proposes to use in the execution of the Works. Any approval given or observation made by the Principal Agent shall not relieve the Contractor of his sole responsibility to adopt the methods of construction and to provide the labour and plant resources necessary for the due and proper timeous execution of the Works.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       | Item |
| 95 | <b>Unauthorised Persons/Workmen on Premises</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |      |
|    | <p>The Contractor shall at all times strictly exclude all unauthorised persons from the Works and the site and shall set up notice boards to that effect.<br/>No workmen or labourers (except security guards) are to be allowed under any circumstances to sleep or deposit any kit on the premises. The Contractor must provide any necessary independent shelter or shed required for any labour or watchmen on site, to the approval of the Employer.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       | Item |
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| 96 | <p><b>Mode of Procedure</b></p> <p>Notwithstanding anything to the contrary contained herein the Principal Agent at all times reserves the right to direct the order in which the various parts of the Contract are to be executed. The Contractor shall give priority to any individual section or portion of the Works that, in the opinion of the Principal Agent, requires to be expedited. Should it appear, in the Principal Agent's opinion, that work in any area is not being executed in accordance with the requirements of the Contract Programme, the Contractor shall provide additional manpower and resources and shall work additional overtime and do everything else required to bring the work back to programme to the satisfaction of the Principal Agent and to the Contractor's cost.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p>TOTAL BROUGHT FORWARD R</p> <p>Item</p> |
| 97 | <p><b>Shop Drawings</b></p> <p>The term 'shop drawings' shall mean drawings, layout drawings, diagrams, illustrations, schedules, performance charts, brochures, operating manuals and other data which are prepared by the Contractor or any Sub-Contractor, manufacturer, supplier or distributor and which illustrate the specified portion of the work.</p> <p>The Contractor shall ensure that all shop drawings required for the Works in terms of this Contract, all Selected/Nominated Sub-Contracts and/or any Principal Agent's instruction, are prepared and submitted timeously in accordance with the following procedure:</p> <p>(a) Three prints of shop drawings of all fabricated work, working or setting out drawings, shop details and schedules shall be submitted to the Principal Agent, for approval. Such work shall not be carried out until such approval has been given.</p> <p>(b) Shop drawings shall be submitted to the Principal Agents for approval at least two weeks prior to the date on which such approval is required in order to comply with the Contract Programme.</p> <p>(c) All submissions shall be prepared in accordance with the Contract drawings and specifications and/or any Principal Agents instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together with any cost and/or time implications.</p> <p>Delays in approval of shop drawings due to non-compliance with drawings, specifications and/or Principal Agents instruction shall not constitute grounds for any claims for delay, extension of time and the like.</p> <p>(d) When the Principal Agent advises that shop drawings have been approved, the original transparencies of such drawings shall immediately be submitted to the Principal Agent so that the Principal Agent's stamp of approval may be appended thereto. Thereafter, four prints of the approved shop drawings, setting out drawings and schedules shall be furnished to the Principal Agent. As many prints of the approved shop drawings and schedules as required shall also be furnished to the Works. No work shall be performed in accordance with drawings and/or catalogues not stamped with the Principal Agent's approval.</p> <p>(e) The Contractor, Sub-Contractor or Supplier, as the case may be, shall be responsible for ensuring that all dimensions affecting shop drawings conform to the dimensions of built work.</p> <p>(f) The Architects approval of shop drawings is limited to checking conformity with specification and shall not relieve the Contractor, Sub-Contractor or Supplier of his responsibility for design, erection or installation fit, nor does it vary his contractual or delictual obligations and liabilities.</p> <p>(g) Should the Contractor, Sub-Contractor or Supplier be of the opinion that corrections to shop drawings made by the Architect constitute a change to the scope of work, then he shall immediately advise the Architect in writing of this, together with the cost and/or programme implications thereof, in order to obtain the Architects directive.</p> <p>(h) One additional copy of the final approved set of 'Shop drawings' is to be submitted to the Quantity Surveyors for purposes of valuation remeasurement.</p> <p>F:..... V:..... T:.....</p> | <p>Item</p> <p>TOTAL CARRIED FORWARD R</p> |



|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |   |
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| 98  | <p><b>Commodities to be New</b></p> <p>All commodities, goods, articles or materials throughout the building are to be new except where re-use of existing is specified and are to be handled, stored, used, and/or fixed with care to ensure that they are in perfect condition when incorporated into the Works and thereafter properly protected so as to ensure that they are likewise in perfect condition when handed over at completion of the Work.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                       | Item                  |   |
| 99  | <p><b>Standard of Workmanship and Materials</b></p> <p>In the absence of detailed specifications for any item or items, National Building Regulations, the latest applicable South African Bureau of Standards Specification, or where such does not exist, then the latest applicable British Standard Specification shall apply.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Item                  |   |
| 100 | <p><b>Making Good</b></p> <p>All materials and workmanship in building up, making good, etc., are to match existing and where new materials abutt existing, they are to be neatly jointed to same.</p> <p>'Making good' existing work where disturbed or damaged shall mean the provision of the necessary new material to match existing and the necessary workmanship so that a complete restoration is achieved to the satisfaction of the Principal Agent.</p> <p>'Making good' where abutting walls, etc., are removed, shall mean the provision of the necessary material and workmanship in filling the gaps to match surrounding finishes so that a complete and perfect surface, continuous with surrounding surfaces and matching of same, is obtained to the Architect's satisfaction.</p> <p>F:..... V:..... T:.....</p> | Item                  |   |
| 101 | <p><b>Location of Temporary Buildings and Temporary Services</b></p> <p>The Contractor shall provide all necessary temporary works, including temporary roads, tracks, crossings, hardstanding and services, hoardings, dust screens, tunnelling, etc., required for his own and sub-contractors use during the construction and maintenance period.</p> <p>There is no guarantee given or implied that site conditions will be such that the Contractor will be able to erect such temporary works, roads, hardhats, offices, stores and temporary accommodation within the site boundaries and it shall be the Contractor's responsibility to adopt whatever measures he deems necessary in this regard and to obtain all necessary permission and pay all costs in connection therewith.</p> <p>F:..... V:..... T:.....</p>       | Item                  |   |
| 102 | <p><b>Removal and Making Good of Temporary Works, etc, on Completion</b></p> <p>The Contractor shall remove (except where specifically stated otherwise) all temporary works, roads, services and the like used for this contract and shall make good to the entire satisfaction of the Principal Agent any damage resulting therefrom.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Item                  |   |
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | TOTAL CARRIED FORWARD | R |

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| 103 | <p><b>Overloading</b></p> <p>The Tenderer shall prior to submitting his tender determine from the Engineers any constraints and limitations in respect of Works to be executed, which have load limitations.</p> <p>The Contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the Works. The Contractor shall submit details of his proposed loading, storage, plant erection, etc., to the Principal Agents for their approval prior to proceeding with such loading, storing, erecting or executing work and shall comply with and pay for the Engineers requirements in connection with the provision of temporary support work, etc. Any damage caused by the Works by overloading shall be made good by the Contractor at his sole expense.</p> <p>Notwithstanding any approval given by the Principal Agent or Engineer, the Contractor shall be entirely responsible for damage caused to the Works by overloading which damage shall be made good by the Contractor at his sole expense.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                   | Item                  |   |
| 104 | <p><b>Tender Sum to be Fully Inclusive</b></p> <p>The Tender Sum is deemed to be the fully inclusive price for the finished work described and is deemed to include inter alia for:</p> <ul style="list-style-type: none"> <li>- The supply of all materials</li> <li>- Labour of every description including additional costs incurred in working overtime, weekends, public holidays, etc., to meet the stipulated programme dates.</li> <li>- All making, transport, conveying, cartage, carriage and delivery, etc.</li> <li>- Taking delivery, unloading, storing, unpacking, hoisting or lowering, settings, fixing and building into positions, cutting and waste, templates, patterns and models.</li> <li>- Provision and maintenance of all plant, equipment, machines, trucks and other vehicles, tackle, tools, staging, sheds, stores and temporary works necessary for the due and proper performance of the Contract Works, establishment charges and all fuel, operating costs and depreciation pertaining to plant, equipment, etc.</li> <li>- All applicable import taxes and duties.</li> <li>- Overheads and profit</li> <li>- All obligations arising out of the Bills of Quantities, and all costs and charges deemed necessary for complying with the terms and conditions herein.</li> </ul> <p>All charges required by the Contractor in connection with Preliminary and General, site establishment and the like.</p> <p>F:..... V:..... T:.....</p> | Item                  |   |
| 105 | <p><b>Cost of Claims</b></p> <p>All costs incurred by the Contractor in the preparation of claims to the satisfaction of the Principal Agent and/or Quantity Surveyor shall be borne by the Contractor.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Item                  |   |
| 106 | <p><b>Media Releases</b></p> <p>All rights of publication of articles in the media, together with any advertising relating to, or in any way connected with this project shall vest in the Employer.</p> <p>The Contractor, together with his Sub-Contractor shall not, without the written consent of the Principal Agent, cause any statement or advertisement to be printed, screened or aired by the media.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Item                  |   |
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | TOTAL CARRIED FORWARD | R |

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|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | TOTAL BROUGHT FORWARD | R |
| 107 | <p><b>Guarantees and Maintenance Manuals</b></p> <p>The Contractor shall obtain and hand over to the Principal Agent on Practical Completion, all relevant guarantees, any operating and maintenance instruction manuals, data or instructions required by the Principal Agent or provided by manufacturer's, suppliers or Sub-Contractors.</p> <p>The Contractor shall ensure that all warranties and guarantees received are fully ceded to the Employer on Final Completion, failing which the release of the Construction Guarantee will be withheld until this is satisfactorily completed.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Item                  |   |
| 108 | <p><b>Occupational Health and Safety Act</b></p> <p>The Contractor shall for the duration of this contract be deemed to be the mandatory of the Council for the purposes of the Occupational Health and Safety Act, Act 85 of 1993, and he shall prior to taking occupation of the site satisfy the Council by means of written representations that he has fully complied with the relevant requirements of the said Act.</p> <p>Acceptance by the Council of the Contractors written representations in terms of the above shall constitute an agreement in writing to the arrangements and procedures between the parties to ensure compliance by the Contractor with the provisions of the Act referred to therein, for the purposes of Section 37(2) of the said Act.</p> <p>The Council shall at all times have the right to summarily suspend the performance of the Contractor hereunder pending compliance by the Contractor with any requirement, regulation and/or direction referred to.</p> <p>The Council shall be entitled to set-off against any amount owed by the Council to the Contractor hereunder any loss or damage suffered by it as a result of the suspension of the Contractor's performance in the circumstances envisaged above.</p> <p>The Tenderer shall price for all necessary items to comply with the Occupational Safety and Health Specification contained in Annexure 4 of these Bills of Quantities.</p> <p>F:..... V:..... T:.....</p> | Item                  |   |
|     | <p><b><u>SUMMARY OF CATEGORIES</u></b></p> <p>Category : Fixed R.....</p> <p>Category : Value R.....</p> <p>Category : Time R.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |   |
|     | TOTAL CARRIED TO FINAL SUMMARY (BILL NO.1: PRELIMINARIES)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | R                     |   |

**BILL NO 2 : WORKS BILL**

| <b>BILL 2.1: FIRE DETECTION SYSTEM</b>                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |             |            |             |               |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|-------------|---------------|
| <b>Item</b>                                                 | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Unit</b> | <b>QTY</b> | <b>Rate</b> | <b>Amount</b> |
| <b>Note</b>                                                 | <p>All in accordance with the drawings and specification and the latest edition of SANS 10139 and SANS 14520. All equipment is to be as noted or equal and approved. All equipment to be EN54 certified.</p> <p>Prices given below shall be net cost of equipment and materials supplied and installed on site and shall:</p> <ul style="list-style-type: none"> <li>include consumables used for installation, such as all nuts, bolts, washers, gaskets, threaded rods, hangers, threading, joining compound, teflon tape, lubricant, oils, water, welding materials, painting, and any other consumables required for making the equipment fit,</li> <li>all pipes and fittings are to be provided cut, grooved, reamed, threaded, deburred, cleaned, degreased, painted, etc.</li> <li></li> </ul> <p>All costs for piping is to include allowance for the required bends, elbows, tee pieces, etc. as shown on the drawings.</p> <p>All compatible and complete, in accordance with SANS 10139, EN54 and manufacturer's specifications.<br/> Kentec Sigma XT Extinguishant Control Panel 3 Zone, Kentec SIGMA SI 6 Lamps Mode Sel &amp; Man Release, Battery 12V 7.2 AH, Innovation Conventional Optical Detector</p> |             |            |             |               |
| <u>1</u>                                                    | Main fire control panel - Complete - equivalent to Kentec Sigma XT Extinguishant Control Panel 3 Zone or similar Kentek Sigma CFCP -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | No          | 1          |             |               |
| <u>2</u>                                                    | Repeater panel Kentec SIGMA SI 6 Lamps Mode Sel & Man Release or similar                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | No          | 2          |             |               |
| <u>3</u>                                                    | Red break glass units, ressettable, with hinged cover                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | No          | 3          |             |               |
| <u>4</u>                                                    | Additional signage above each gas release unit indicating each room.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | No          | 3          |             |               |
| <u>5</u>                                                    | Multi-criteria detectors (heat & optical smoke)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | No          | 4          |             |               |
| <u>6</u>                                                    | GST Conventional Optical Detector Base                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | No          | 4          |             |               |
| <u>7</u>                                                    | Alarm siren and strobe combo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | No          | 4          |             |               |
| <u>8</u>                                                    | Line relays to shut down HVAC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | No          | 5          |             |               |
| <u>9</u>                                                    | PH30 cable (conduits by others)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | m           | 350        |             |               |
| <u>10</u>                                                   | Flexible conduits in ceiling areas.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | m           | 200        |             |               |
| <u>11</u>                                                   | Power Supply Switch Mode, 24V DC, 3A Battery 12V 7.2 AH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | No          | 1          |             |               |
| <u>12</u>                                                   | A45E-2 A Series Mini Interface Unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | No          | 3          |             |               |
| <u>13</u>                                                   | Surface Box A Series Modules (2 single/1 double)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | No          | 3          |             |               |
| <b>TOTAL TRANSFERRED TO "BILL NO. 2: COLLECTION" ITEM 1</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |             |            | <b>R</b>    |               |

| BILL 2.2: ASPIRATING DETECTION SYSTEM                |                                                                                                                                                                                                                                           |      |     |      |        |
|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|------|--------|
| Item                                                 | Description                                                                                                                                                                                                                               | Unit | QTY | Rate | Amount |
| <b>Note</b>                                          | Two pipe aspirating detectors - complete. 0.02% - 10% obs/m, including sampling piping, sampling holes, relay interface modules, power supplies display modules etc. all in accordance with SANS 10139 and manufacturer's specifications. |      |     |      |        |
| <b>14</b>                                            | Edwards Modulaser Standard Display, Edwards ModuLaser Detector Module Aspirating Detection Pipe,                                                                                                                                          | sum  |     |      |        |
| <b>15</b>                                            | Red - Straight Union - 3/4" and pipe                                                                                                                                                                                                      | No   | 44  |      |        |
| <b>16</b>                                            | RED ABS 45 DEG ELBOW 3/4"                                                                                                                                                                                                                 | No   | 8   |      |        |
| <b>17</b>                                            | T Piece                                                                                                                                                                                                                                   | No   | 4   |      |        |
| <b>18</b>                                            | Pipe clip - red - pack of 100                                                                                                                                                                                                             | No   | 1   |      |        |
| <b>19</b>                                            | End Cap                                                                                                                                                                                                                                   | No   | 4   |      |        |
| <b>20</b>                                            | Sampling Hole Label Roll of 100 Labels                                                                                                                                                                                                    | No   | 1   |      |        |
| <b>21</b>                                            | Power Supply Switch Mode, 24V DC, 3A Battery 12V 7.2 AH                                                                                                                                                                                   | No   | 2   |      |        |
| <b>22</b>                                            | A45E-2 A Series Mini Interface Unit                                                                                                                                                                                                       | No   | 3   |      |        |
| <b>23</b>                                            | Surface Box A Series Modules (2 single/1 double)                                                                                                                                                                                          | No   | 3   |      |        |
| <b>24</b>                                            | Room ETA - 864m3 Server room                                                                                                                                                                                                              | No.  | 1   |      |        |
| <b>25</b>                                            | Room Cv - 240m3 Ceiling Void                                                                                                                                                                                                              | No.  | 1   |      |        |
| <b>26</b>                                            | Room Fv - 72m3 Floor Void                                                                                                                                                                                                                 | No.  | 1   |      |        |
| TOTAL TRANSFERRED TO "BILL NO. 2: COLLECTION" ITEM 2 |                                                                                                                                                                                                                                           |      |     | R    |        |

| BILL 2.3: GAS SUPPRESSION SYSTEM                            |                                                                                                                                                                                                                                                                                                                                                                                                                         |      |     |          |        |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|----------|--------|
| Item                                                        | Description                                                                                                                                                                                                                                                                                                                                                                                                             | Unit | QTY | Rate     | Amount |
| <b>Note</b>                                                 | <p>INERGEN IG541 , 300 bar systems - complete. Including all activation release units, manifolds, gauges, discharge hoses, distribution piping, discharge nozzles, clamps, covers, etc. all in accordance with SANS 10542 and manufacturer's specifications.</p> <p>Discharge piping - sizes to suite design, including all bends, elbows, tees, orifices, hangers, supports, valves, other fittings, painted, etc.</p> |      |     |          |        |
| <b><u>27</u></b>                                            | Cylinder 80-300 M25 DNV including Manifold, hoses, pressure relief, valves, gauges, fittings, fixtures, etc.                                                                                                                                                                                                                                                                                                            | No   | 28  |          |        |
| <b><u>28</u></b>                                            | Cyl bracket 80L kit 25 profile                                                                                                                                                                                                                                                                                                                                                                                          | No   | 28  |          |        |
| <b><u>29</u></b>                                            | Cyl rail 1x80l 320mm                                                                                                                                                                                                                                                                                                                                                                                                    | No   | 28  |          |        |
| <b><u>30</u></b>                                            | Cyl rail end cover                                                                                                                                                                                                                                                                                                                                                                                                      | No   | 6   |          |        |
| <b><u>31</u></b>                                            | Ci IV8-300 Mano sw -plug                                                                                                                                                                                                                                                                                                                                                                                                | No   | 28  |          |        |
| <b><u>32</u></b>                                            | Ci MT Next kit (350 mm)                                                                                                                                                                                                                                                                                                                                                                                                 | No   | 2   |          |        |
| <b><u>33</u></b>                                            | Ci MT 9 Manifold                                                                                                                                                                                                                                                                                                                                                                                                        | No   | 2   |          |        |
| <b><u>34</u></b>                                            | Ci MT 10 Manifold                                                                                                                                                                                                                                                                                                                                                                                                       | No   | 1   |          |        |
| <b><u>35</u></b>                                            | Ci MT Orifice kit ISO 1" Calib                                                                                                                                                                                                                                                                                                                                                                                          | No   | 3   |          |        |
| <b><u>36</u></b>                                            | Hose Dn10-400 0.5m Ci Disc Elb                                                                                                                                                                                                                                                                                                                                                                                          | No   | 6   |          |        |
| <b><u>37</u></b>                                            | Hose Dn10-400 1.0m Ci Disc Elb                                                                                                                                                                                                                                                                                                                                                                                          | No   | 22  |          |        |
| <b><u>38</u></b>                                            | Ci IS8B Solenoid & Manual                                                                                                                                                                                                                                                                                                                                                                                               | No   | 1   |          |        |
| <b><u>39</u></b>                                            | IN-15 ISO Nozzle calibrated                                                                                                                                                                                                                                                                                                                                                                                             | No   | 7   |          |        |
| <b><u>40</u></b>                                            | IN-20 ISO Nozzle calibrated                                                                                                                                                                                                                                                                                                                                                                                             | No   | 1   |          |        |
| <b><u>41</u></b>                                            | IN-25 ISO Nozzle calibrated                                                                                                                                                                                                                                                                                                                                                                                             | No   | 1   |          |        |
| <b><u>42</u></b>                                            | IN-32 ISO Nozzle calibrated                                                                                                                                                                                                                                                                                                                                                                                             | No   | 3   |          |        |
| <b><u>43</u></b>                                            | Seal Red                                                                                                                                                                                                                                                                                                                                                                                                                | No   | 28  |          |        |
| <b><u>44</u></b>                                            | Seal wire (Coarse) SS                                                                                                                                                                                                                                                                                                                                                                                                   | No   | 28  |          |        |
| <b><u>45</u></b>                                            | label Inergen Cylinder                                                                                                                                                                                                                                                                                                                                                                                                  | No   | 28  |          |        |
| <b><u>46</u></b>                                            | Sign Fire protect w INERGEN                                                                                                                                                                                                                                                                                                                                                                                             | No   | 1   |          |        |
| <b><u>47</u></b>                                            | IN-1/2" Silencer                                                                                                                                                                                                                                                                                                                                                                                                        | No   | 6   |          |        |
| <b>TOTAL TRANSFERRED TO "BILL NO. 2: COLLECTION" ITEM 3</b> |                                                                                                                                                                                                                                                                                                                                                                                                                         |      |     | <b>R</b> |        |

| BILL 2.3: GAS SUPPRESSION SYSTEM PART 2              |                                        |      |     |      |        |
|------------------------------------------------------|----------------------------------------|------|-----|------|--------|
| Item                                                 | Description                            | Unit | QTY | Rate | Amount |
| <u>48</u>                                            | Carbon Steel Pipe DN15 EN10220 P235TR1 | m    | 5   |      |        |
| <u>49</u>                                            | Carbon Steel Pipe DN20 EN10220 P235TR1 | m    | 20  |      |        |
| <u>50</u>                                            | Carbon Steel Pipe DN25 EN10220 P235TR1 | m    | 5   |      |        |
| <u>51</u>                                            | Carbon Steel Pipe DN32 EN10220 P235TR1 | m    | 16  |      |        |
| <u>52</u>                                            | Carbon Steel Pipe DN40 EN10220 P235TR1 | m    | 3   |      |        |
| <u>53</u>                                            | Carbon Steel Pipe DN50 EN10220 P235TR1 | m    | 12  |      |        |
| <u>54</u>                                            | Carbon Steel Pipe DN65 EN10220 P235TR1 | m    | 11  |      |        |
| <u>55</u>                                            | Carbon Steel Pipe DN80 EN10220 P235TR1 | m    | 7   |      |        |
| <u>56</u>                                            | Carbon Steel Elbow short 90 DN15       | No   | 1   |      |        |
| <u>57</u>                                            | Carbon Steel Elbow short 90 DN20       | No   | 1   |      |        |
| <u>58</u>                                            | Carbon Steel Elbow short 90 DN25       | No   | 1   |      |        |
| <u>59</u>                                            | Carbon Steel Elbow short 90 DN32       | No   | 2   |      |        |
| <u>60</u>                                            | Carbon Steel Elbow short 90 DN50       | No   | 1   |      |        |
| <u>61</u>                                            | Carbon Steel Elbow short 90 DN65       | No   | 1   |      |        |
| <u>62</u>                                            | Carbon Steel Elbow short 90 DN80       | No   | 3   |      |        |
| <u>63</u>                                            | Carbon Steel Tee 130 DN20              | No   | 2   |      |        |
| <u>64</u>                                            | Carbon Steel Tee 130 DN32              | No   | 2   |      |        |
| <u>65</u>                                            | Carbon Steel Tee 130 DN40              | No   | 1   |      |        |
| <u>66</u>                                            | Carbon Steel Tee 130 DN50              | No   | 2   |      |        |
| <u>67</u>                                            | Carbon Steel Tee 130 DN65              | No   | 3   |      |        |
| <u>68</u>                                            | Carbon Steel Tee 130 DN80              | No   | 3   |      |        |
| <u>69</u>                                            | Carbon Steel Reducer 241 DN20-15       | No   | 3   |      |        |
| <u>70</u>                                            | Carbon Steel Reducer 241 DN32-25       | No   | 1   |      |        |
| <u>71</u>                                            | Carbon Steel Reducer 241 DN40-32       | No   | 1   |      |        |
| <u>72</u>                                            | Carbon Steel Reducer 241 DN50-40       | No   | 1   |      |        |
| <u>73</u>                                            | Carbon Steel Reducer 241 DN32-20       | No   | 2   |      |        |
| <u>74</u>                                            | Carbon Steel Reducer 241 DN40-20       | No   | 1   |      |        |
| <u>75</u>                                            | Carbon Steel Reducer 241 DN50-20       | No   | 1   |      |        |
| <u>76</u>                                            | Carbon Steel Reducer 241 DN50-32       | No   | 1   |      |        |
| <u>77</u>                                            | Carbon Steel Reducer 241 DN65-20       | No   | 3   |      |        |
| TOTAL TRANSFERRED TO "BILL NO. 2: COLLECTION" ITEM 4 |                                        |      |     | R    |        |

| BILL 2.3: GAS SUPPRESSION SYSTEM PART 3              |                                                                                              |      |     |      |        |
|------------------------------------------------------|----------------------------------------------------------------------------------------------|------|-----|------|--------|
| Item                                                 | Description                                                                                  | Unit | QTY | Rate | Amount |
| <u>78</u>                                            | Carbon Steel Reducer 241 DN65-50                                                             | No   | 1   |      |        |
| <u>79</u>                                            | Carbon Steel Reducer 241 DN80-25                                                             | No   | 3   |      |        |
| <u>80</u>                                            | Carbon Steel Reducer 241 DN80-32                                                             | No   | 1   |      |        |
| <u>81</u>                                            | Carbon Steel Reducer 241 DN80-65                                                             | No   | 1   |      |        |
| <u>82</u>                                            | Carbon Steel Socket 270 DN20                                                                 | No   | 1   |      |        |
| <u>83</u>                                            | Carbon Steel Socket 270 DN50                                                                 | No   | 1   |      |        |
| <u>84</u>                                            | Carbon Steel Socket 270 DN80                                                                 | No   | 3   |      |        |
| <u>85</u>                                            | Carbon Steel Pipe Clamp base                                                                 | No   | 38  |      |        |
| <u>86</u>                                            | Carbon Steel Pipe Clamp 1/2"                                                                 | No   | 4   |      |        |
| <u>87</u>                                            | Carbon Steel Nipple 1/2" 40mm 16Bar                                                          | No   | 38  |      |        |
| <u>88</u>                                            | Carbon Steel Pipe Clamp 3/4"                                                                 | No   | 11  |      |        |
| <u>89</u>                                            | Carbon Steel Pipe Clamp 1"                                                                   | No   | 3   |      |        |
| <u>90</u>                                            | Carbon Steel Pipe Clamp 1 1/4"                                                               | No   | 7   |      |        |
| <u>91</u>                                            | Carbon Steel Pipe Clamp 1 1/2"                                                               | No   | 2   |      |        |
| <u>92</u>                                            | Carbon Steel Pipe Clamp 2"                                                                   | No   | 4   |      |        |
| <u>93</u>                                            | Carbon Steel Pipe Clamp 2½"                                                                  | No   | 4   |      |        |
| <u>94</u>                                            | Carbon Steel Pipe Clamp 3"                                                                   | No   | 3   |      |        |
| <u>95</u>                                            | Label Inergen cylinder                                                                       | No   | 28  |      |        |
| <u>96</u>                                            | Nozzle assemblies - sizes to suite design                                                    | No.  | 28  |      |        |
| <u>97</u>                                            | Signage, all statutory signage, illuminated signage required, in accordance with SANS 14520. | Sum  |     |      |        |
| <u>98</u>                                            | Fire alarms and bells                                                                        | Sum  |     |      |        |
| <u>99</u>                                            | Fire retardant cable, including conduits.                                                    | Sum  |     |      |        |
|                                                      | <b>Pressure Relief Vents</b>                                                                 |      |     |      |        |
| <u>100</u>                                           | Pressure Relief Dampers – 600mm x 600mm                                                      | No.  | 4   |      |        |
| <u>101</u>                                           | Weather louvres - 600x600mm                                                                  | No.  | 4   |      |        |
| <u>102</u>                                           | 2 hour fire rated ducting - 600x600m                                                         | m    | 4   |      |        |
| TOTAL TRANSFERRED TO "BILL NO. 2: COLLECTION" ITEM 5 |                                                                                              |      |     | R    |        |



| BILL NO.2 : COLLECTION                                  |                                         |        |
|---------------------------------------------------------|-----------------------------------------|--------|
| ITEM                                                    | BILL                                    | AMOUNT |
|                                                         | DESCRIPTION                             |        |
|                                                         |                                         |        |
| 1                                                       | BILL 2.1: FIRE DETECTION SYSTEM         |        |
|                                                         |                                         |        |
| 2                                                       | BILL 2.2: ASPIRATING DETECTION SYSTEM   |        |
|                                                         |                                         |        |
| 3                                                       | BILL 2.3: GAS SUPPRESSION SYSTEM        |        |
|                                                         |                                         |        |
| 4                                                       | BILL 2.3: GAS SUPPRESSION SYSTEM PART 2 |        |
|                                                         |                                         |        |
| 5                                                       | BILL 2.3: GAS SUPPRESSION SYSTEM PART 3 |        |
|                                                         |                                         |        |
| AMOUNT CARRIED TO FINAL SUMMARY (BILL NO.2: WORKS BILL) |                                         | R      |

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| 1 | BILL 2.1: FIRE DETECTION SYSTEM |  |
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| 2 | <b>BILL 2.2: ASPIRATING DETECTION SYSTEM</b> |  |
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| 3 | BILL 2.3: GAS SUPPRESSION SYSTEM |  |
|---|----------------------------------|--|

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| 4 | BILL 2.3: GAS SUPPRESSION SYSTEM PART 2 |  |
|---|-----------------------------------------|--|

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|---|-----------------------------------------|--|
| 5 | BILL 2.3: GAS SUPPRESSION SYSTEM PART 3 |  |
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| AMOUNT CARRIED TO FINAL SUMMARY (BILL NO.2: WORKS BILL) | R |  |
|---------------------------------------------------------|---|--|

| <b><u>BILL NO.3 : PROVISIONAL SUMS</u></b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |               |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------|
|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      | <u>Amount</u> |
| 1                                          | <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Under no circumstances may any Provisional or Budgetary amounts be extended at an amount lower than the amount given in the descriptions.</p> <p>Provisional sums and Budgetary allowances contained herein may be omitted or reduced at the Employer's discretion and the Contractor shall not be entitled to claim for any loss by way of reductions or omission of any discount, or percentage relating to Provisional amounts and Budgetary sums or any loss of profit related thereto.</p> <p>Work for which budgetary allowances are provided will be measured and valued in accordance with the relevant JBCC Building Agreement and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances</p> <p>Prime cost amounts and provisional sums are net. Prime cost amounts shall include for delivery to site of all articles concerned Provisional sums are for material and equipment supplied and installed complete by firms of specialists</p> <p><u>Profit</u></p> <p>Where stated, the contractor may allow for profit if required</p> <p><u>General attendance on nominated/selected subcontractors</u></p> <p>The item "attendance" which follows each provisional sum for nominated/selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/selected subcontractors the contractor's duties as described in clause 12.2 of the JBCC N/S Subcontract Agreement</p> <p><u>Builder's work</u></p> <p>Builder's work in connection with specialist services is given elsewhere in these bills of quantities</p> <p><b><u>BUDGETARY ALLOWANCES</u></b></p> <p>Provide the amount of R 500,000.00 (Five Hundred Thousand Rand) for Additional Builder's Work.</p> |      |               |
|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Item | R 500,000.00  |

| Item     | Description                                              | Amount              |
|----------|----------------------------------------------------------|---------------------|
|          | <b><u>FINAL SUMMARY</u></b>                              |                     |
|          | BILL NO.1 : PRELIMINARIES                                |                     |
|          | BILL NO.2 : WORKS BILL                                   |                     |
| <b>1</b> | <b>TENDERER'S WORK SUB-TOTAL (BILL NO.1 + BILL NO.2)</b> |                     |
| <b>2</b> | <b>PROVISIONAL SUMS</b>                                  | <b>R 500,000.00</b> |
| <b>3</b> | <b>SUB-TOTAL (ITEM 1 + ITEM 2)</b>                       |                     |
| <b>4</b> | <b>VAT (@15%)</b>                                        |                     |
| <b>5</b> | <b>TOTAL TENDER SUM (ITEM 3 + 4)</b>                     |                     |

### **PART C3: SCOPE OF WORK**

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### **C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT**

#### **C3.1.1 Client's / employer's objectives**

The Employer has identified the need for a new gas suppression system within Ethekwini Transport Authority Data Centre. The existing system is dysfunctional which poses a problem as there are invaluable data servers, that require protection from fires.

#### **C3.1.2 Description of Works**

The works will take place in the **Inner West Region of the municipality in Ward No. 28** and includes, inter alia, the following :-

- Upgrade of Gas suppression system at Ethekwini Transport Authority Data Centre

It is the intention of the Employer to utilise subcontracting contribution achieved on the project. **A minimum of 10% must be achieved.**

#### **C3.1.3 Description of Site and Access**

The site is located in 166 Ke Masinga Road Stamfordhill, 4025, Ward No. 28.  
Access will be granted to the site by authorised official employees of the Ethekwini Transport Authority Division and Architecture Divisions.

#### **C3.1.4 Nature of Ground and Subsoil Conditions**

There is no specific information regarding the nature of the ground and subsoil conditions available.

#### **C3.1.5 Programming of Works**

The contractor shall arrange his works programme such that he is to be onsite within 48 hours after the receipt and acknowledgement of an official order from the Municipality. Communication related to official orders shall preferably be done by via email.

The contractor shall programme the identified works to ensure that the full scope of the works are undertaken within the **2026/2027 financial years**.

The Employer's has already appointed a Design Consultant Team, (comprising of Engineers), to provide professional services associated with the above works.

#### **C3.1.6 Key Personnel**

Due to the nature of the programme, key personnel allocated must have sufficient skill and competency to implement the work; personnel must further be able to project manage and including being able to deal with socio-economic and related conditions arising from such works.

Technicians/Artisans employed on this contract, with the exception of trainees or assistants, shall

be fully qualified, with at least a fire protection trade test accredited by Department of Labour of South Africa or the Sector Education and Training Authority (SETA).

### **C3.1.7 Co-operation with other services providers / Stakeholders**

In undertaking the works, the appointed contractor will be required to work closely with, but not limited to:

- Consultant team
- Employer's Departmental representative, (such being determined based on the scope of works and responsible department);
- Ward councillor
- Local ward based contractors / subcontractors targeted contractors
- Business Interest Groups
- Materials and equipment suppliers

### **C3.1.8 Quality Management**

The contractor shall be fully responsible for the management of all sub-contractors appointed. The contractor shall therefore ensure that a suitable quality monitoring process is in place for each element of the works and that the appointed sub-contractors is conversant on the requirements thereof.

The Contractor shall keep relevant records of all tests and inspections undertaken and will be responsible for submission of all test results as may be required in terms of the Project Specification.

### **C3.1.9 Limitation on Designs**

It must be noted that detailed scope and associated designs for works required may not be available at time of award of task order. The contractor must therefore have sufficient competency to determine and implement site based solutions using best practice principles and accepted norms and standards.

### **C3.1.10 Management Meetings**

Requirements for management meetings will be specified upon commencement of the project; monthly management meetings will be held with the Employer, Programme Manager, Consultant and Contractor. Such will be held at venues provided by the Employer or Programme Manager.

The Contractor shall report on the over-all progress of the contract to date and task order specific issues requiring further Client engagement will be addressed at the above meeting.

Site meetings, as and where necessary, will be held specific to each task order awarded. So far as reasonably possible, site and task order specific issues are to be resolved at site meetings. Items/issues that cannot be resolved by the parties at these meetings may be escalated to the management meeting.

**C3.1.11 Payment Certificates**

Interim payment certificates will be submitted on a monthly basis. Such payment certificate will be subject to approval by the Architecture Department.

The contractor must ensure full reporting (i.t.o subcontractors beneficiaries, etc) accompanies the consolidated payment certificate.

Monthly payments are to include 100% of the value of materials for permanent work delivered onto the site but not incorporated in the works. The materials must be adequately stored and protected to the satisfaction of the Principal Agent/MBS representative/Project Leader and proof of payment needs to be provided to the Principal Agent/MBS representative/Project Leader and that the materials and goods are the Contractor's bona fide property BEFORE payment can be made for them. A cession of rights in favour of eThekweni Municipality in respect of unfixed materials on site shall be filled in and signed by the Contractor whenever a claim for materials on site is made. A copy of the materials on site cession form is included in this document as an annexure.

**C3.1.12 Proof of compliance with the law**

The Contractor shall ensure full compliance with all applicable laws for the duration of the Contract; such requirement shall extend to all sub-contractors appointed by the Contractor. The Contractor shall further ensure compliance with gazetted labour rates for the duration of the contract

### **C3.2: PROJECT SPECIFICATION**

#### **PREAMBLE**

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

### **ETA SERVER ROOM GAS SUPPRESSION SPECIFICATION**

#### **C3.2.1 DETAILED SPECIFICATION - GAS SUPPRESSION SYSTEM**

The Clean Agent Fire Extinguishing System will be an engineered system utilizing a fixed nozzle agent distribution network it will be designed and installed in accordance with the SANS/ISO 14520 Code of Practice, and the Engineer's specification, whichever is more stringent. A full 300 bar INERGEN (IG541) system, shall be used Approval shall be European approved in EN1924-2 TPED EC1999/36, TPED2010/35 EU and one other internationally recognized approval as listed in SANS347 and PER"

Performance Approval authority is (UL) standard 2127 and FM Global.

The system shall be actuated by detection and control equipment for automatic system operation along with providing local and remote manual operation as required

Work under this portion of the contract consists of the supply, detail design, delivery and installation of an automated gas flooding fire suppression system, complete with all pipe work, valves, nozzles, signage, and discharge control units.

#### **C3.2.2 TECHNICAL REQUIREMENTS**

The gas system shall consist of total storage banks and be capable of totally flooding the protected areas to a design concentration applicable to the gas offered at an ambient temperature of 21°C A minimum gas design concentration of 39.9% is required. A room oxygen concentration of maximum 14% (minimum 11%) shall be maintained for a period of not less than ten minutes after the gas discharge, Discharge times will be those as specified in the SANS/ISO 14520-15 Code of Practice, alternatively to those concentrations in compliance with the products listings

The system design shall be based on the following criteria:

Indoor temperature (anticipated design) 21°C

A complete system, each individual component, design manual and design software approval shall be provided on the total inert gas installation

The detailed design shall form part of an approved, integrated design, manufacture and



testing process in compliance with the regulation. The design of the fire protection layout shall be done as part of an ISO9001 certified design program.

## MATERIALS

Only equipment and components specifically designed for the proposed use may be used. Proof of such compliance shall be provided for each item, and in the case of the gaseous extinguishing system, the software, each component and the system as a whole.

Relevant national design code is ASME B31

### C3.2.3 WORKING DOCUMENTS

The contractor shall be responsible for producing the following working documents, which shall include the following items:

- (a) drawings, to an indicated scale of extinguishant distribution system, including containers, location of containers, piping and nozzles, valves and pressure \_ reducing devices, orifice unions and pipe hanger spacing;
- (b) Enclosure cross-section, full height or schematic diagram, including raised access floor and suspended ceiling;
- (c) Extinguishing concentration, design concentration and maximum concentration;
- (d) Specification of containers used, including capacity, storage pressure and mass including extinguishant;
- (e) Description of nozzle(s) used, including inlet size, orifice port configuration, and orifice size/code and orifice size of pressure -reducing devices, if applicable.
- (f) description and suppliers of pipes, valves and fittings used, including material specifications, grade and pressure rating, mill certificates and batch test reports,
- (g) Equipment schedule or bill of materials for each piece of equipment or device, showing device name, manufacturer, model or part number, quantity and description.
- (h) Isometric view of extinguishant distribution system, showing the length and diameter of each pipe segment and node reference numbers relating to the flow calculations;
- (i) Enclosure pressurization and venting calculations;
- (j) Description of fire detection, actuation and control systems;
- (k) Installation, testing and commissioning instructions and trouble analysis guide and details of all safety protection devices, where applicable.

### **C3.2.4 CYLINDERS**

Containers shall be designed to hold the specific extinguishant Containers shall not be charged to a full density greater than specified in that part of ISO 14520:15 relating to the specific extinguishant Cylinders shall be designed to suit the working pressure of the gas offered Design pressure shall be at least 1.5 times the working pressure or relevant to an accepted manufacturing standard to be supplied with (COC) from SANAS approved (AIA)

Container and valve manifolds shall be tested hydraulically to the highest pressure of that specified by SANS ISO 14520, or manufacturer, or 450 bar test pressure and be substantiated by a relevant test certificate. All cylinders will be supplied with a pressure relief valve as per manufacturer accepted Standards and approval or in accordance with SANS 347 specification.

The containers used in these systems shall be designed to meet the requirements of relevant national standards and be TPED approved, particularly the Pressure Equipment Regulations (PER) under the Occupational Health and Safety Act (Act 85 of 1993). The Contractor shall provide written proof of compliance with such design code by the manufacturer or importer Furthermore; the Contractor shall submit certificates for each and every storage cylinder before bringing them onto site. Where no certificates have been issued, the Contractor shall submit a list of cylinders, including manufacturer, serial number and standard together with a (SANAS) approved (AIA) Certificate of conformance (COC)

The container valve assembly should be fitted with a pressure relief device complying with the appropriate national standards and be approved to TPED standard for transportable pressure vessels.

All storage cylinders shall be supplied new, and all cylinders forming part the installation shall be of interchangeable without any modification whatsoever

Cylinder shipping shall be in accordance with the TPED code of the cylinders.

Storage cylinders shall be shipped fully charged, and with an approved protective cap over the cylinder valve. Protective caps shall be removed only once cylinders have been finally bracketed into position. All protective caps shall be mounted on a traceable tag cap rack next to the cylinder bank

Storage cylinders shall be installed in banks in accordance with the manufacturer's specifications and SABS ISO 14520 Code of Practice. All cylinders shall be securely positioned by means of a rigid bracketing assembly, which eliminates any lateral movement of cylinders.

### **C3.2.5 CONTENTS INDICATION**

Each cylinder must be electrically individually monitored for pressure leaks on cylinder bank. Cylinder gauge must indicate pressure in KPA or Bar. The pressure monitoring of the cylinder will be connected to the main control panel and indicate fault alarm if any cylinder leaks on the cylinder bank.

### **C3.2.6 CONTAINER ARRANGEMENT**

Arrangements shall be made for container and valve assemblies and accessories to be accessible for inspection, testing and other maintenance when required. Cylinder Discharge valve shall be able to be removed from system for service or repair without removing the entire cylinder from the site.

Each cylinder is to be fitted with an approved TPED hand wheel valve.

Containers shall be adequately mounted and suitably supported according to the systems installation manual so as to provide for convenient individual servicing of the container and its contents

Containers shall be suitably supported, each with two suitable clamps, each from a rigidly fixed uni-strut. Containers shall be supported on a steel stand designed to take all containers in a manifold group. Supports shall be level with the false floor and manufactured from steel sections welded and painted black, and solidly bolted to the wall, after being adjusted for correct floor level.

Storage containers shall not be located where they will be subjected to severe weather conditions or to potential damage due to mechanical, chemical or other causes. Where potentially damaging exposure or unauthorized interference is likely a suitable enclosure or guards shall be provided by the contractor.

Different sized storage containers connected to a common manifold may be used for Non-liquefied gas containers, provided they are all pressurized to the same nominal working pressure.

### **C3.2.7 VALVES**

Discharge valve for use in INERGEN fire extinguishing systems.

The valve shall have built-in pneumatic activation for inter-system activation, back pressure activation and mechanical activation interface.

Discharge and control valves must be able to be removed from the system cylinder for service or replacement without removing cylinder from site or decanting content. Valves are to be approved in accordance with EN12094-4 CE1116

(COC) to be submitted from SANAS approved (AIA)

### **C3.2.8 MANIFOLDS**

Manifolds manufactured by the Inert Gas Agent equipment manufacturer shall be Certified to an approved requirements listed in the PER or SANS347

Flexible connection hoses shall consist of flexible, steel reinforced hose, with swaged on threaded connectors on either end, and shall incorporate a check valve to prevent agent loss in case of a discharge with any cylinder disconnected from the hose for any reason.. These hoses shall have at least the same pressure handling capability as the manifolds

### **C3.2.9 MANUAL AND ELECTRICAL SOLENOID ACTUATION VALVES**

At each bank, an electrical solenoid controlled actuator or detonator type) shall automatically release the gas on receipt of the appropriate fire alarm signal or manually operated.

### **C3.2.10 SELECTOR VALVES (SV)**

Selector valve are to distribute the Gas from the main bank into the required risk, (SV) are to be operated Pneumatically, Electrically or Manually. All equipment to ensure the operation of SV valves is to be provided

(PE) Approval CE1116 Performance authority approval UL Working Pressure WP 400bar

### **C3.2.11 PIPEWORK DISTRIBUTION**

Pipe work and fittings shall comply with appropriate local requirements and be in compliance of the local (PER) and SANS 347, Installer of the equipment must provide the relevant design code used to conform to the requirement. Pipe system is to be designed to conform to Category 1 SANS 347.

Installer or subcontractors shall have a current approval for document control accepted by a relevant inspection authority. I.e. SABS ISO9001

Pipe system shall be non-combustible and able to withstand the expected pressures and temperatures without damage, where the manufacturer's listings require more stringent specifications in accordance with equipment's listing these shall be followed,

Before final assembly, pipe and fittings shall be inspected visually to ensure they are clean and free of burrs and rust, and that no foreign matter is inside and the full bore is clear

After assembly, the system shall be thoroughly blown through with dry air or Nitrogen,

Over pressure relief devices shall be designed to operate at a pressure not greater than the test pressure of the pipe work, or as required by the manufacturer .Pressure relief devices, which can include a selector valve assembly, should be fitted so that the discharge, in the event of operation, will not injure or endanger personnel and, if necessary, so that the discharge is piped to an area where it will not become a hazard to personnel.

In the systems using pressure operated container valves, automatic means shall be provided to vent any container leakage that build up pressure in the pilot system and cause unwanted opening of the container valve, The means of pressure venting Shall not prevent operation of the container valve.

The pipe system shall be provided with a Fire-Eater listed pressure switch just upstream of the orifice union

before any other take-off to provide a potential-free output signal to the main fire alarm system to monitor and report on a gas discharge

### **C3.2.12 PIPING MATERIALS**

Piping shall be of non-combustible material having physical and chemical characteristics such that its integrity under stress can be predicated with reliability 'Only seamless Carbon-steel schedule piping shall be used., The pressure handling capabilities shall be the maximum developed pressure plus 50% at a maximum storage temperature of not less than 50T, If higher operating temperatures are approved for a given system, the design pressure shall be adjusted to the developed pressure plus 50% at maximum temperature In performing this calculation, all joint factors and threading, grooving or welding allowances shall be taken into account

Where a static pressure-reducing device is used in a non-liquefied gas system, the maximum working pressure plus 50% in the distribution pipe work downstream of the device shall be used in the verification of the downstream pipe wall thickness; all pipes shall be sleeved where penetrating separating elements Sleeves shall be properly sealed after the pipe installation. The following table provides schedule information for the pipe system:

Flexible tubing or hoses (including connections) shall be of approved materials in accordance with the system's listings and or manufacturer's recommendations and shall be suitable for service at the anticipated extinguishant pressure and maximum and minimum temperatures expected during normal and discharge conditions.

Notwithstanding the requirements of IS014520 the expected working pressures for Inert Systems shall be in accordance with NFPA2001

#### **Minimum Design Working Pressure for Inert Gas Clean Agent System Piping**

Minimum Design Pressure at (21 'C) to be used Maximum Design Pressure at (50 'C) to be used

All pipe ends shall be reamed clean of any burrs before assembly. Contractors shall physically check the inner diametric tolerance of particularly smaller pipe sizes for conformity with the prescribed specification Contractors are advised to blow through all distribution pipe work and nozzles to ensure that no blockages exist, prior to performing the full discharge test

#### **Fittings**

Fittings shall be classified in accordance to the relevant Design Code maximum downstream pressure at 50'C when filled to the maximum allowable fill density for the extinguishant being used, For systems that use a pressure-reducing device in the distribution piping, the fittings downstream of the device (orifice) shall have a minimum rated working pressure at 150% of the maximum anticipated pressure in the downstream piping,

Pipe and fitting Classifications Schedule 40 carbon steel pipe Threaded Rim Feed Class 3000lbs Cast iron fittings shall not be used,

Welding and brazing alloys shall have a melting point above 500'C,

Welding shall be performed in accordance with relevant national standards,  
Where copper, stainless steel, or other suitable tubing is joined with compression fittings, the manufacturer's pressure/temperature ratings of the fittings shall not be exceeded and care shall be taken to ensure the integrity of the assembly"

All manifolds shall remain unpainted.

### **C3.2.13 IDENTIFICATION**

Identification colours shall be approved by the Engineer. Identification shall be neat and legible and shall be applied after completion of final finishes. All gas piping shall be provided with Agent identification stickers neatly applied to the pipes showing Agent and flow direction. Size and location shall be in accordance with SABS 0140 Identification of pipelines

Each gas bank, Gas Control unit, and Interface shall be labeled with red lettering 50 mm high on a white background.

Labels shall be of non-corroding material, shall consist of red lettering with a minimum height of 50mm on a white non-glossy background. Labels shall be screwed into position,

Each gas bank, Gas Control unit, and Interface shall be labeled:

### **C3.2.14 PIPE SUPPORTS**

Pipe supports shall be suitable for the expected temperature and shall be able to withstand the dynamic and static forces involved. Due allowance shall be made for the stresses induced in the pipe work by temperature variations. Adequate environmental protection shall be given to supports and associated steelwork,

Adequate support shall be provided for nozzles and their reactive forces such that in no case shall the distance from the last support be greater than as follows:

(a) <25mm pipe #100mm

(b) >25mm pipe #250mm

Movement of pipe work caused by temperature fluctuations arising from environment or the discharge of extinguishant may be considerable particularly over long lengths and should be considered in the support fixing methods

.All pipe runs and system components shall be so located so as to maintain a minimum .clearance of 200mm from electrical conduiting or equipment, unless greater clearance is indicated in the Supplementary Specification or on Tender drawings

Where equipment is to be bolted down on concrete plinths, anchor studs shall preferably be cast into concrete bases In such instances, the thread of the anchor studs shall be suitably protected to readily facilitate repeated disassembly of fixing assemblies.

Where equipment is to be fixed to concrete or brickwork surfaces, and where building or casting in is not feasible or desirable, fixing shall be by means of approved expansion type anchor bolts. Due care shall be taken to ensure adequate penetration of any expansion bolt, to eliminate surface damage. Pipes penetrating walls shall be sleeved

All pipelines shall be firmly bracketed to walls and ceilings to the satisfaction of the Engineer any piping system shall be securely supported with due allowance for expansion and contraction and shall not be subject to possible damage

The Contractor shall supply all bolts, fasteners, fittings, braces, supports, packing, gaskets, etc. necessary for assembly all equipment supplied by him. All such items required for assembly shall be supplied by the manufacturer of the Clean Agent equipment, or alternatively approved by the manufacturer.

Assembly of equipment shall be done in accordance with the requirements of the Clean Agent equipment manufacturer. Assemblies shall be neat and in accordance with the Client's and Engineer's requirements regarding quality of workmanship. Typical pipe supports are made of RSA sections welded to steel plate and bolted to the structure these are to be manufactured as shown on the tender drawings.

Threaded rod hangars shall under no circumstances be acceptable

### **C3.2.15 NOZZLES**

Nozzles, including nozzles directly attached to containers, shall be as supplied by the certified manufacturer of the Clean Agent equipment, and shall be of adequate strength for use with the expected working pressures, able to resist normal mechanical damage; and constructed to withstand expected temperatures with deformation

All discharge nozzle orifices shall be pre-drilled by the certified manufacturer of the Clean Agent equipment, and the equivalent single orifice size clearly and indelibly stamped on the nozzle body, regardless of shape and number of orifices This equivalent size shall refer to the size of standard single orifice type with rounded entry and a coefficient of discharge of not less than 0.98, having the same flow rate as the nozzle in question. No Contractor or any other party shall under any circumstances be allowed to modify in any way any pre-drilled nozzle orifice, unless written approval from Fire-Eater has been provided.

Where possible, a minimum of two nozzles shall be provided in every protected space, or any part of subdivision separated from the main part of the protected space by any physical barrier, such as access flooring or ceiling. Single nozzles shall only be used in spaces too small to accommodate two nozzles where single nozzles are installed, blind elbows shall be fitted

All discharge nozzles shall be located to achieve the best results and shall be selected and so positioned that the discharge will not splash flammable liquids or create dust clouds that might spread a fire, create an explosion, or otherwise adversely affect the contents of the protected space. Nozzles vary in design and discharge characteristics and shall be selected on the basis of their suitability for the use intended.

Where clogging by foreign materials is possible, the discharge nozzles shall be provided with frangible discs or blow-out caps These devices shall provide an unobstructed opening upon system operation and shall be designed and arranged so they will not injure personnel

Nozzles shall be suitable for the intended use and shall be approved for discharge characteristics, including area coverage and height limitations.

Nozzle discharge orifice inserts shall be of corrosion -resistant material and nozzles shall be brass with male threaded connections to ANSI 81 20.1, and compatible with the pipe threaded being used

The Contractor shall individually ensure that the thread on each and every nozzle matches pipe thread before installation commences.

**C3.2.16 NOZZLES IN CEILING TILES**

In order to minimize the possibility of lifting or displacement of lightweight ceiling tiles, precautions shall be taken to securely anchor tiles for a minimum distance of 15m from each discharge nozzle. Deflector shields shall be installed on all ceiling mounted nozzles

**C3.2.17 MARKING**

Discharge nozzles shall be permanently marked to identify the manufacturer and size of the orifice

**C3.2.18 PRESSURE RELIEF DAMPERS**

Dampers shall be designed to open upon pressure (250pa) exerted onto the damper by the gas during discharge and shall close automatically means of a adjustable spring as the discharge diminish and remain tightly closed after discharge. The open or closed status of the damper shall be indicated outside the casing. Dampers shall be sized in accordance to the calculations provided by the supplier of the gas suppression system or be in accordance to the sizes as given by the engineer The required free area is a function of the enclosure strength.

Dampers shall be installed so as to form part of a continuous barrier to the passage of fire when in a closed position. Where a damper cannot be fitted immediately adjacent to the fire wall, the section of ducting between damper and wall shall be of at least the same metal thickness and fire rating as the damper casing.

Dampers shall be self-supporting in case of fire.. Care shall be exercised that the frame be set so that the closing device will be accessible

Pressure relief dampers shall be manufactured as a 120 minute fire damper construction Dampers shall comply with the requirements of local authorities, SABS 193 NFPA Bulletin 90A and National Building Regulations Act

The supplier shall manufacture the unit in strict compliance with the above standard, the only deviation being as follows:

The damper blades shall be held in the closed position with a stainless or other suitable spring, adjustable and set at an opening pressure of 250 Pa.

The damper shall be provided with an inlet grille, white epoxy powder coated with a free area of 90%.. A thin black insect screen shall be fitted to the outlet side of the damper, and screwed in position on the damper flange, for easy removal and replacement.



### **C3.3: STANDARD SPECIFICATIONS**

#### **C3.3.1** The Specifications on which this contract is based are:

- SANS 10139:2021 Code of practice for design, installation, commissioning and maintenance of fire detection and alarm systems in non-domestic premises.
- SANS ISO 14520 Code of Practice : Gaseous fire-extinguishing systems
- NFPA 2001 Standard on Clean Agent Fire Extinguishing Systems
- SABS 193 NFPA Bulletin 90A and National Building Regulations Act.
- Occupational Health and Safety Act (Act 85 of 1993)
- All relevant SABS, SANS, ISO standards.

#### **C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS**

##### **INTRODUCTION**

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

Standard Specifications are as per Technical Drawings Supplied.

**C3.4: PARTICULAR SPECIFICATIONS**

In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract and are available on web address:

<ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

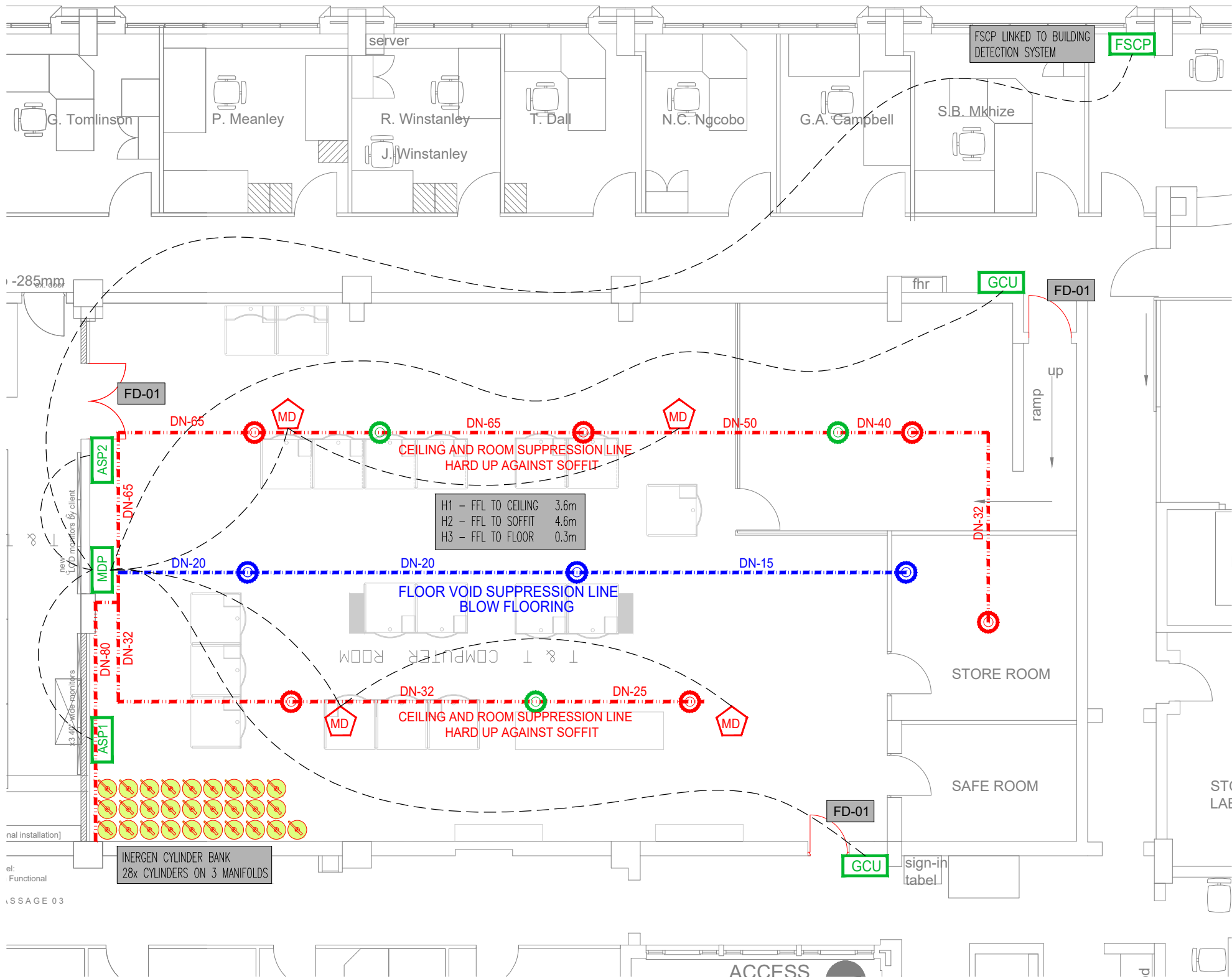
C3.4.1 Part AH - OHS Act 1993 Safety Specification – Baseline Risk Assessment  
(27 Pages)

C3.4.2 OHS Act Site Specific Health and Safety Specifications in terms of 2014 Construction  
Regulations 5.1(b)  
(27 Pages)

**C3.5: CONTRACT AND STANDARD DRAWINGS****C3.5.1 CONTRACT DRAWINGS / DETAILS**

The following drawings are included with this tender10%

|                                            |
|--------------------------------------------|
| JR-2731-903-01 REV B – Ground Floor Layout |
| Data Centre Piping Schematic               |
|                                            |



GROUND FLOOR PLAN  
SCALE N.T.S

LOCAL AUTHORITY STAMPS

FSCP

FIRE SUPPRESSION CONTROL PANEL

ASP1

ASPIRATOR 1

ASP2

ASPIRATOR 2

GCU

GAS CONTROL UNIT

MDP

MASTER DISPLAY PANEL

28 INERGEN CYLINDERS ON 3 MANIFOLDS

GAS NOZZLE SERVING ROOM INSTALLED IN CEILING

GAS NOZZLE SERVING CEILING VOID INSTALLED ON SOFFIT

GAS NOZZLE SERVING FLOOR VOID INSTALLED IN FLOOR VOID

MD

ROOF VOID MULTISENSOR INSTALLED ON SOFFIT

FLOOR VOID SUPPRESSION PIPE LINE

CEILING AND ROOM VOID SUPPRESSION PIPE LINE

FD-01

120MIN FIRE RATED CLASS B SELF-CLOSING FIRE DOOR

|   |                             |     |          |
|---|-----------------------------|-----|----------|
| F | ISSUED FOR COUNCIL APPROVAL | D.M | 22.05.23 |
| E | ISSUED FOR COUNCIL APPROVAL | D.M | 19.04.23 |
| D | ISSUED FOR COUNCIL APPROVAL | D.M | 06.03.23 |
| C | ISSUED FOR COUNCIL APPROVAL | D.M | 26.10.22 |
| B | ISSUED FOR COUNCIL APPROVAL | D.M | 24.09.22 |
| A | ISSUED FOR COUNCIL APPROVAL | D.M | 17.02.22 |

| REVISION | DESCRIPTION | DRAWN BY | DATE |
|----------|-------------|----------|------|
|          |             |          |      |

REDLINE CONSULTING ENGINEERS

CONTACT DETAILS:

+27 31 573 2336  
+27 31 573 2336  
+27 31 573 2336  
+27 31 573 2336

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PROJECT:

OLD FORT COMPLEX ETA SERVER ROOM

DRAWING TITLE:

GROUND FLOOR LEVEL  
GAS SUPPRESSION LAYOUT

PROJECT NUMBER

JR2731

DISCIPLINE

903

DRAWING NUMBER

01

REVISION NUMBER

A

DESIGN BY:

Mr. Eben Aro  
Pr. Tech Eng  
200070146

ISSUED FOR:

TENDER

MECHANICAL SOLUTIONS FOR THE BUILT ENVIRONMENT



## Cylinders w. INERGEN

### Item numbers covered by his datasheet

|        |                      |
|--------|----------------------|
| 200600 | Cylinder 02-200 W24  |
| 200601 | Cylinder 05-200 W24  |
| 200602 | Cylinder 10-200 W24  |
| 200604 | Cylinder 20-200 W24  |
| 200609 | Cylinder 30-300 M25  |
| 200610 | Cylinder 50-200 W24  |
| 200615 | Cylinder 50-300 M25  |
| 200616 | Cylinder 80-200 W24  |
| 200624 | Cylinder 80-300 M25  |
| 200628 | Cylinder 140-200 W24 |
| 200642 | Cylinder 140-300 M25 |

### Variants

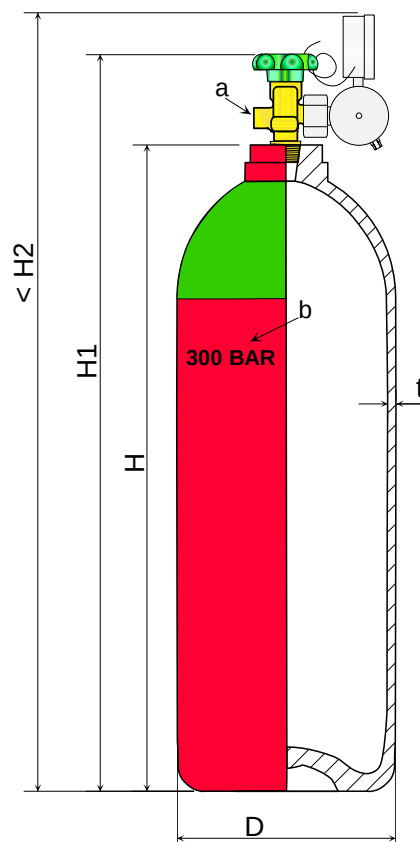
|      |                                          |
|------|------------------------------------------|
| -00: | Pi marked                                |
| -8:  | Customer specific versions               |
| -21: | DNV approved cylinder                    |
| -23: | EAC GOST cylinder                        |
| -25: | BV approved cylinder                     |
| -26: | CCOE approved cylinder                   |
| -27: | Australian registered cylinder           |
| -28: | ABS approved cylinder                    |
| -60: | For UL listed systems (NFPA compliant)   |
| -62: | For FM approved systems (NFPA compliant) |

Not all variants are available for all cylinders, for combination of approvals and listings, please contact Fire Eater.

### General

Steel cylinders with INERGEN and Ci Hand Wheel Valve for use in Fire Eater INERGEN fire suppression systems.

This datasheet is a summary of the available cylinders.



### Document:

Ci Cylinders 2016

### Category:

Control inert

Id: MK

Rev:2015.11.12



Vølundsvej 17  
DK- 3400 Hillerød  
Tel +45 7022 2769  
www.fire-eater.com

### Text

|   |  |
|---|--|
| 1 |  |
| 2 |  |
| 3 |  |
| 4 |  |
| 5 |  |
| 6 |  |
| 7 |  |
| 8 |  |
| 9 |  |

**Specifications****Heights:**

H1 = H +100mm

H2 ≤ H+170 mm

**Material:**

Steel: 34CrMo4 (EN 10083)

**Cylinder thread:**

25E (W28.8 x 1/14)

**Color:**

Cylinder: Red (RAL 3000)

Shoulder: Bright Green (RAL 6018), ADR EN1089-3 INERT gas

**Paint:**

Type: Two layers, powder, free from isocyanides and lead

1'st layer: Zinc dust, thermosetting epoxy

2'nd layer: Polyester, stove hardened

**Standards & Approvals:**

EN1964-2, ISO9809-2

TPED EC1999/36, TPED 2010/35 EU.

**Temperatures:**

Work/storage -50°C to +80°C (increased burst disc pressure may be required)

**Table 1**

| Item           | Valve outlet | Capacity |                       |      | Pressure    |      | Dimensions |      |        | Mass   |
|----------------|--------------|----------|-----------------------|------|-------------|------|------------|------|--------|--------|
|                |              | Water    | INERGEN               |      | Fill @ 15°C | Test | Diam.      | Wall | Height | Filled |
|                |              | Litre    | M <sup>3</sup> @ 21°C | Kg   | Bar         | Bar  | mm         | mm   | mm     | Kg     |
| 200600 05-200  | W24.32       | 2        | 0.4                   | 0.6  | 200         | 300  | ø102*      | 2.5  | 345    | 4      |
| 200601 05-200  | W24.32       | 5        | 1.1                   | 1.5  | 200         | 300  | ø140       | 3.7  | 465    | 11     |
| 200602 10-200  | W24.32       | 10       | 2.1                   | 3.0  | 200         | 300  | ø140       | 3.7  | 815    | 18     |
| 200604 20-200  | W24.32       | 20       | 4.2                   | 6.0  | 200         | 300  | ø204       | 4.9  | 815    | 38     |
| 200609 30-300  | M25x1.5      | 30       | 8.7                   | 12.4 | 300         | 450  | ø229       | 6.2  | 970    | 60     |
| 200610 50-200  | W24.32       | 50       | 10.5                  | 14.9 | 200         | 300  | ø229       | 4.85 | 1480   | 67     |
| 200615 50-300  | M25x1.5      | 50       | 14.6                  | 20.7 | 300         | 450  | ø229       | 6.2  | 1520   | 85     |
| 200616 80-200  | W24.32       | 80       | 16.8                  | 23.8 | 200         | 300  | ø267       | 5.65 | 1710   | 110    |
| 200624 80-300  | M25x1.5      | 80       | 23.3                  | 33.1 | 300         | 450  | ø267       | 7.3  | 1780   | 140    |
| 200628 140-200 | W24.32       | 140      | 29.4                  | 41.7 | 200         | 450  | ø360       | 10.2 | 1745   | 245    |
| 200642 140-300 | M25x1.5      | 140      | 40.8                  | 58.0 | 300         | 450  | ø360       | 10.2 | 1745   | 260    |

The stated wall thickness is the minimum allowable and may vary from different manufacturers.

\*The 2-200 cylinder has spherical bottom

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Tel +45 7022 2769  
www.fire-eater.com

**Marking**

The colors of the cylinder and shoulder are part of the cylinder marking and should only be changed under observation of the local regulations such as ADR, IMDG etc.

**Stampings**

Cylinder shoulder stamping (see drawing as example, generally the shoulder is divided in three sections)

Fire Eater + serial number

This serial number is used for tracking at Fire Eater and should be used for any questions raised on the cylinder.

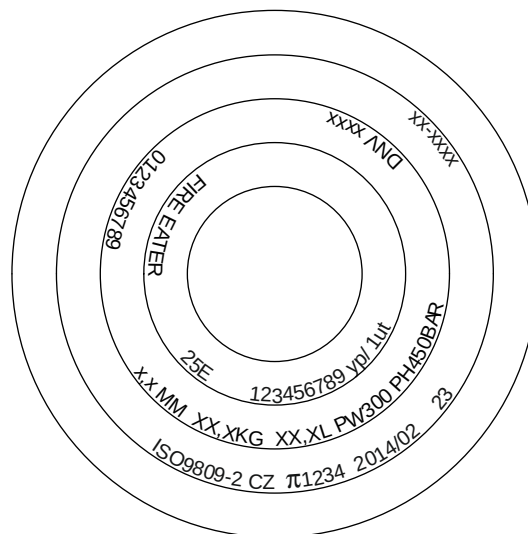
Cylinder valve thread (25E), logo of manufacturer, manufacturer's serial number, test methods.

Wall thickness, mass of empty cylinder without valve & paint. Water volume of cylinder, working pressure (300), hydraulic test pressure (450).

Standard for the construction, country of origin, Pi for TPED compliance, 4 digit Notified Body number for the construction approval.

Date of manufacturing/testing (2014/02), year for next test/inspection (23)

Additional approvals or local authority approval markings if required.

**Label**

The cylinder collar is provided with a barcode label with the serial number of the cylinder.

The cylinder shoulder is provided with a filling label (banana label) with the ADR diamond positioned in the direction of the valve outlet, Information: INERGEN, IG541, UN1956 Compressed gas N.O.S (Nitrogen, Argon)

On the cylindrical part a label with respectively "200 bar" (yellow or black) or "300 bar" (green or black) is fitted to identify the system.

Additional labels may be fitted depending on variant and approval status.

|                                                                                                                                                                                           |                          |   |      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---|------|
| <b>Document:</b><br>Ci Cylinders 2016                                                                                                                                                     |                          | 1 | Text |
| <b>Category:</b><br>Control inert                                                                                                                                                         | Id: MK<br>Rev:2015.11.12 | 2 |      |
|                                                                                                                                                                                           |                          | 3 |      |
| <br><b>FIRE EATER</b><br>Vølundsvej 17<br>DK- 3400 Hillerød<br>Tel +45 7022 2769<br>www.fire-eater.com |                          | 4 |      |
|                                                                                                                                                                                           |                          | 5 |      |
|                                                                                                                                                                                           |                          | 6 |      |
|                                                                                                                                                                                           |                          | 7 |      |
|                                                                                                                                                                                           |                          | 8 |      |
|                                                                                                                                                                                           |                          | 9 |      |
|                                                                                                                                                                                           |                          |   |      |



**Installation**

INERGEN cylinders may be located inside or outside the protected space. When cylinders are placed inside the protected area, a remote source of activation must be placed outside the protected space.

The cylinders should be installed so that they can be easily removed after use for recharging.

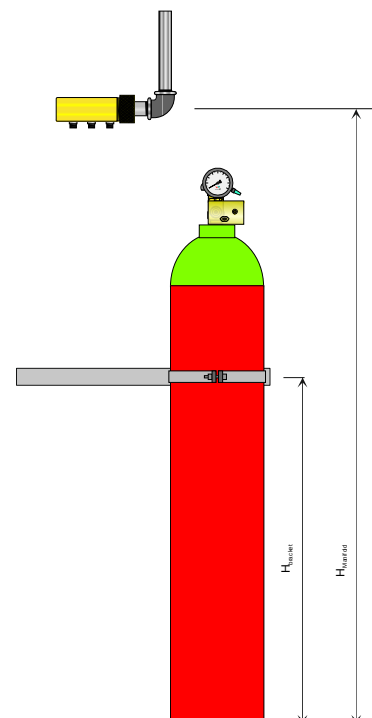
Cylinders should be installed indoors. If located outdoors, cylinders must be protected using appropriate weather protection. Do not install the cylinders where they are exposed to direct sun light.

Cylinders may be installed horizontally or vertically. They should not be installed with the valve pointing downward as the valve could be blocked in case of dirt inside the cylinders.

Both steel brackets and wooden brackets are available.

For land based systems minimum one bracket for each cylinder is required.

For marine and offshore installations where vibrations and/or earthquakes may occur, or when discharge nozzles are fitted directly to the cylinder, minimum two cylinder brackets per cylinder are required.

**CAUTION**

The valve cap is not to be used as a lifting device. Use a crate or trolley for lifting the cylinder.

Do not remove the valve cap before the cylinder has been securely fastened. Use the diamond to point the cylinder outlet in the right direction.

Do not leave the cylinder unattended freely standing as it may fall over. Lay down the cylinder or use a chain to prevent it from falling.

**Recommended bracket and manifold heights**

Table 2

|            | Height bracket | Height manifold |
|------------|----------------|-----------------|
| 30 litres  | 700            | 1400            |
| 50 litres  | 1100*          | 1850            |
| 80 litres  | 1400*          | 2100            |
| 140 litres | 1400*          | 2100            |

\*These bracket heights will clear cylinder labeling

If two brackets are used, the lower should be placed approx. 200mm from the cylinder foot.

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**Maintenance**

The cylinders should be kept clean and dry. Water and ordinary detergent are used for cleaning cylinders. High pressure cleaner may be used if heavily soiled. Steam cleaners should not be used due to the elevated temperatures.

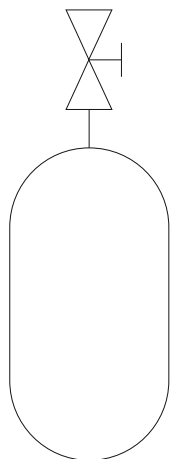
**Routine testing**

Cylinders are subject to regulation by local authorities' rules, and the test intervals are as required by local law.

The cylinders are designed for a period retest interval of 10 years per ADR regulation. If the cylinder carries the original filling by Fire Eater and original seals with date stamps are intact, extended retest period for up to 15 years may be acceptable for local authorities.

**Symbol**

Most cylinder drawings are available in the file formats: .sat, .stp, .dwf

**Replaceable parts**

The INERGEN cylinder may be refilled by Fire Eater or an authorized filling station. Description of special procedures for the filling is available.

If the hand wheel valve is removed from the cylinder (e.g. at time of testing etc.) it is to be discarded and replaced with a new hand wheel valve. If a used hand wheel valve is installed, there is a great risk of leakage or damage to the valve, which may over time lead to stress corrosion in the valve.

**Standards & approvals**

TPED 2010/35/EC, ADR/RID

EN1964-1/2, ISO 9809-1/2

TUV, DNV, GOST-R, CCoE, OSHA

**Document:**

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Text



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# IMT 3.0.x calculation report

## Project

Name Redline Consulting  
Project ID Server - Durban  
Type Other  
Application type Server Room  
Location  
Address 1  
Address 2  
Country  
Contact name  
Contact phone  
Contact mail  
Our reference Redline Consulting  
Our reference mail Redline Consulting  
Purchase order no.  
Information  
Revision A  
Rev. description  
Design state Work in progress

## Customer

Name  
Number  
E-mail  
Address 1  
Address 2  
Country  
Phone  
Contact name  
Contact phone  
Contact mail

## System data

|                            |                           |            |
|----------------------------|---------------------------|------------|
| Cylinder type              | IG-541 80L steel cylinder |            |
| Cylinder quantity          | 28                        |            |
| Cylinder fill              | 15.0 °C                   | 300.0 barg |
| Cylinder storage           | 20.0 °C                   | 308.8 barg |
| Atmospheric pressure       | 1013.0 mbar               |            |
| Authority                  | ISO 14520                 |            |
| Pressure relief resistance | 1.0                       |            |

## Rooms

| Room                               | 1      | 2      | 3     | Total  |
|------------------------------------|--------|--------|-------|--------|
| Name                               | Room   | Cv     | Fv    |        |
| Volume [m <sup>3</sup> ]           | 864.0  | 240.0  | 72.0  | 1176.0 |
| Temperature [°C]                   | 20.0   | 20.0   | 20.0  |        |
| Hazard                             | HH A   | HH A   | HH A  |        |
| MDC [%]                            | 41.7   | 41.7   | 41.7  |        |
| Design factor [%]                  | 0.0    | 0.0    | 0.0   |        |
| Final IG-541 [%]                   | 42.8   | 42.8   | 42.8  |        |
| Flooding [%]                       | 55.9   | 55.9   | 55.9  |        |
| IG-541 mass [kg]                   | 681.82 | 189.39 | 56.82 | 928.03 |
| Final O2 [%]                       | 12.0   | 12.0   | 12.0  |        |
| Final CO2 [%]                      | 3.4    | 3.4    | 3.4   |        |
| Max flow rate [kg/s]               | 15.80  | 4.41   | 1.36  | 21.56  |
| Max over pressure [Pa]             | 500    | 500    | 500   |        |
| Pressure relief [cm <sup>2</sup> ] | 3008   | 840    | 260   | 4108   |

## Discharge

|                              |                                                        |
|------------------------------|--------------------------------------------------------|
| Pipe family                  | Schedule 40 Galvanized API 5L Grade A or B steel pipe. |
| Actual discharge time target | 39.6% IG-541                                           |
| Discharge time               | 120.0 sec                                              |



## Pipe system

| No.    | N1 | N2 | Elv  | Start    | End      | Elb | Con | Noz   | Room | L   | Vol   | T     | N/P  | DN    | Press | Dia   | M     |
|--------|----|----|------|----------|----------|-----|-----|-------|------|-----|-------|-------|------|-------|-------|-------|-------|
| MT_no1 |    | 2  |      |          |          |     |     |       |      |     |       |       |      |       | 262.2 | 13.8  |       |
| MT_no2 |    | 4  |      |          |          |     |     |       |      |     |       |       |      |       | 263.2 | 13.1  |       |
| MT_no3 |    | 5  |      |          |          |     |     |       |      |     |       |       |      |       | 263.2 | 13.1  |       |
| 2      | 2  | 3  |      | Plain    | T run    | 1   | 0   |       |      | 0.8 |       |       |      |       |       |       |       |
| 3      | 3  | 1  |      | T run    | T run    | 0   | 0   |       |      | 0.4 |       |       |      |       |       |       |       |
| 4      | 4  | 3  |      | Plain    | T branch | 0   | 0   |       |      | 0.5 |       |       |      |       |       |       |       |
| 5      | 5  | 1  |      | Plain    | T branch | 0   | 0   |       |      | 0.5 |       |       |      |       |       |       |       |
| Pipe   |    |    |      |          |          |     |     |       |      |     |       |       |      |       | 70.5  |       |       |
| 1      | 1  | 6  |      | T run    | T branch | 2   | 0   |       |      | 4.1 |       | 100.0 | 36.3 | DN-80 |       |       | 0.142 |
| 6      | 6  | 7  |      | T run    | T run    | 1   | 0   |       |      | 7.0 |       | 12.2  | 38.9 | DN-25 |       |       | 0.178 |
| 7      | 7  | 8  | 1.3  | T branch | Plain    | 0   | 0   | IN-15 | 2    | 1.0 | 48.0  | 33.3  | 36.7 | DN-15 | 56.77 | 9.22  | 0.181 |
| 8      | 9  | 10 | 2.0  | T branch | Plain    | 0   | 0   | IN-15 | 2    | 0.3 | 48.0  | 50.0  | 37.9 | DN-15 | 55.82 | 9.36  | 0.187 |
| 9      | 7  | 9  |      | T run    | T run    | 0   | 0   |       |      | 4.0 |       | 66.7  | 26.3 | DN-25 |       |       | 0.123 |
| 10     | 9  | 11 | 1.3  | T run    | Plain    | 1   | 0   | IN-20 | 2    | 5.0 | 48.0  | 50.0  | 21.9 | DN-20 | 56.53 | 9.52  | 0.107 |
| 11     | 12 | 13 |      | T branch | T run    | 1   | 0   |       |      | 7.7 |       | 7.0   | 33.8 | DN-20 |       |       | 0.154 |
| 12     | 15 | 16 | -1.5 | T branch | Plain    | 0   | 0   | IN-15 | 3    | 0.1 | 24.0  | 50.0  | 20.4 | DN-15 | 54.54 | 6.87  | 0.099 |
| 13     | 13 | 14 | -1.5 | T branch | Plain    | 0   | 0   | IN-15 | 3    | 0.1 | 24.0  | 33.3  | 18.2 | DN-15 | 58.66 | 6.49  | 0.088 |
| 14     | 6  | 12 |      | T run    | T run    | 0   | 0   |       |      | 1.0 |       | 87.8  | 49.5 | DN-65 |       |       | 0.203 |
| 15     | 12 | 17 |      | T run    | T run    | 1   | 0   |       |      | 5.5 |       | 93.0  | 45.9 | DN-65 |       |       | 0.199 |
| 16     | 15 | 19 | -1.5 | T run    | Plain    | 1   | 0   | IN-15 | 3    | 4.1 | 24.0  | 50.0  | 21.9 | DN-15 | 52.22 | 7.12  | 0.107 |
| 17     | 13 | 15 |      | T run    | T run    | 0   | 1   |       |      | 8.0 |       | 66.7  | 23.6 | DN-20 |       |       | 0.112 |
| 18     | 17 | 20 |      | T run    | T run    | 0   | 0   |       |      | 4.0 |       | 77.5  | 36.2 | DN-65 |       |       | 0.158 |
| 19     | 17 | 18 | 1.3  | T branch | Plain    | 0   | 0   | IN-25 | 1    | 1.0 | 216.0 | 22.5  | 55.5 | DN-25 | 55.23 | 19.40 | 0.281 |
| 20     | 20 | 22 |      | T run    | T run    | 0   | 0   |       |      | 4.0 |       | 93.5  | 34.1 | DN-65 |       |       | 0.151 |
| 21     | 20 | 21 | 2.0  | T branch | Plain    | 0   | 0   | IN-15 | 2    | 0.3 | 48.0  | 6.5   | 35.2 | DN-15 | 59.40 | 9.02  | 0.173 |
| 22     | 22 | 23 | 1.3  | T branch | Plain    | 0   | 0   | IN-32 | 1    | 1.0 | 216.0 | 31.0  | 31.6 | DN-32 | 58.98 | 19.36 | 0.155 |
| 23     | 22 | 24 |      | T run    | T run    | 1   | 1   |       |      | 8.0 |       | 69.0  | 34.8 | DN-50 |       |       | 0.158 |
| 24     | 24 | 25 | 1.3  | T branch | Plain    | 0   | 0   | IN-32 | 1    | 1.0 | 216.0 | 45.0  | 34.1 | DN-32 | 55.29 | 20.11 | 0.168 |
| 25     | 26 | 27 | 1.3  | T run    | Plain    | 1   | 0   | IN-32 | 1    | 3.5 | 216.0 | 81.8  | 37.4 | DN-32 | 50.81 | 21.04 | 0.184 |
| 26     | 26 | 28 | 2.2  | T branch | Plain    | 0   | 0   | IN-15 | 2    | 0.1 | 48.0  | 18.2  | 41.3 | DN-15 | 51.53 | 9.78  | 0.205 |
| 27     | 24 | 26 |      | T run    | T run    | 0   | 0   |       |      | 2.5 |       | 55.0  | 45.4 | DN-32 |       |       | 0.213 |

Volume of pipe system: 0.1124 m<sup>3</sup>

Pipe to cylinder volume: 4.9 %

Minimum pipe working pressure: 76.0 barg

## Description

|        |                                                    |
|--------|----------------------------------------------------|
| MT     | Manifold with orifice                              |
| Pipe   | Pipe system inlet (flow from all manifolds merged) |
| N1, N2 | Inlet and outlet nodes                             |
| Elv    | m                                                  |
| Start  | Connection at pipe inlet                           |
| End    | Connection at pipe outlet                          |
| Elb    | Number of 90 deg elbows                            |
| Con    | Number of pipe connectors                          |



|       |                |                                          |
|-------|----------------|------------------------------------------|
| Noz   |                | Nozzle type                              |
| Room  |                | Room number                              |
| L     | m              | Pipe length                              |
| Vol   | m <sup>3</sup> | Volume of room protected by this pipe    |
| T     | %              | Tee split ratio                          |
| N/P   | %              | Nozzle to pipe area ratio                |
| Press | barg           | Max pressure in pipe at outlet           |
| Dia   | mm             | Diameter of orifice (Nozzle or Manifold) |
| M     |                | Mach number at pipe outlet               |



## Nozzle calibration

Nozzle family: Mono orifice nozzle, maximum working pressure 125 bar.

| Node | Room no. | Nozzle no. | Type  | Orifice area    | Orifice diameter | O2   | Max flow rate | Total IG-541 |
|------|----------|------------|-------|-----------------|------------------|------|---------------|--------------|
|      |          |            |       | mm <sup>2</sup> | mm               | %    | kg/s          | kg           |
| 8    | 2        | 1          | IN-15 | 66.8            | 9.22             | 12.0 | 0.87          | 37.88        |
| 10   | 2        | 2          | IN-15 | 68.8            | 9.36             | 12.0 | 0.88          | 37.88        |
| 11   | 2        | 3          | IN-20 | 71.2            | 9.52             | 12.0 | 0.91          | 37.88        |
| 14   | 3        | 4          | IN-15 | 33.0            | 6.49             | 12.0 | 0.44          | 18.94        |
| 16   | 3        | 5          | IN-15 | 37.1            | 6.87             | 12.0 | 0.46          | 18.94        |
| 18   | 1        | 6          | IN-25 | 295.5           | 19.40            | 12.0 | 3.86          | 170.45       |
| 19   | 3        | 7          | IN-15 | 39.8            | 7.12             | 12.0 | 0.47          | 18.94        |
| 21   | 2        | 8          | IN-15 | 63.9            | 9.02             | 12.0 | 0.87          | 37.88        |
| 23   | 1        | 9          | IN-32 | 294.4           | 19.36            | 12.0 | 3.93          | 170.45       |
| 25   | 1        | 10         | IN-32 | 317.5           | 20.11            | 12.0 | 3.98          | 170.45       |
| 27   | 1        | 11         | IN-32 | 347.6           | 21.04            | 12.0 | 4.02          | 170.45       |
| 28   | 2        | 12         | IN-15 | 75.1            | 9.78             | 12.0 | 0.89          | 37.88        |

## Orifice calibration

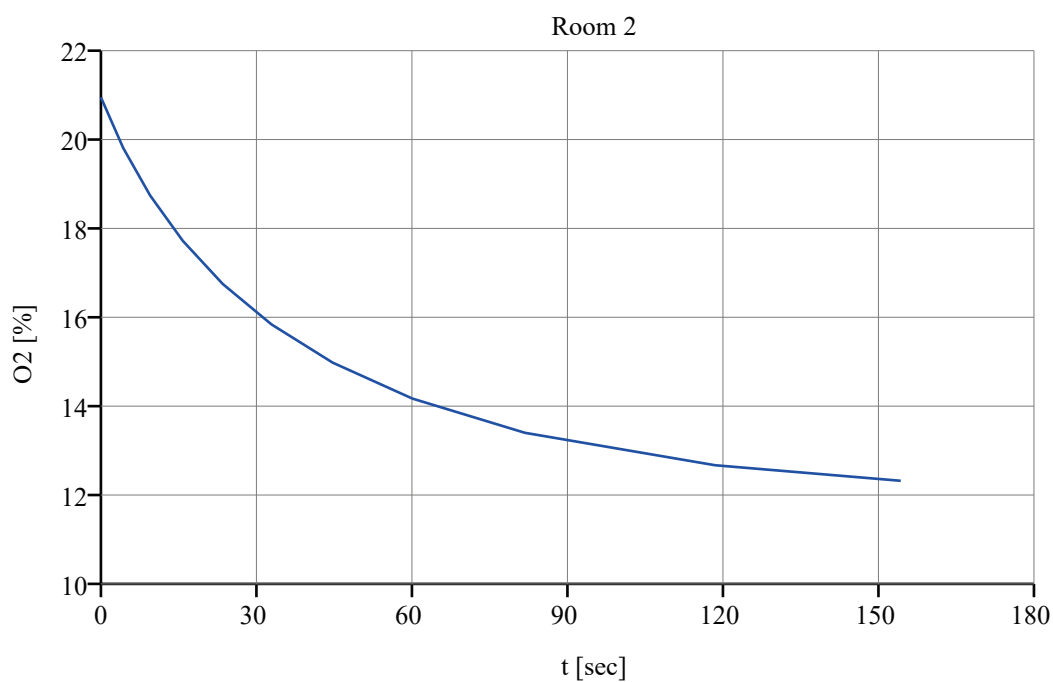
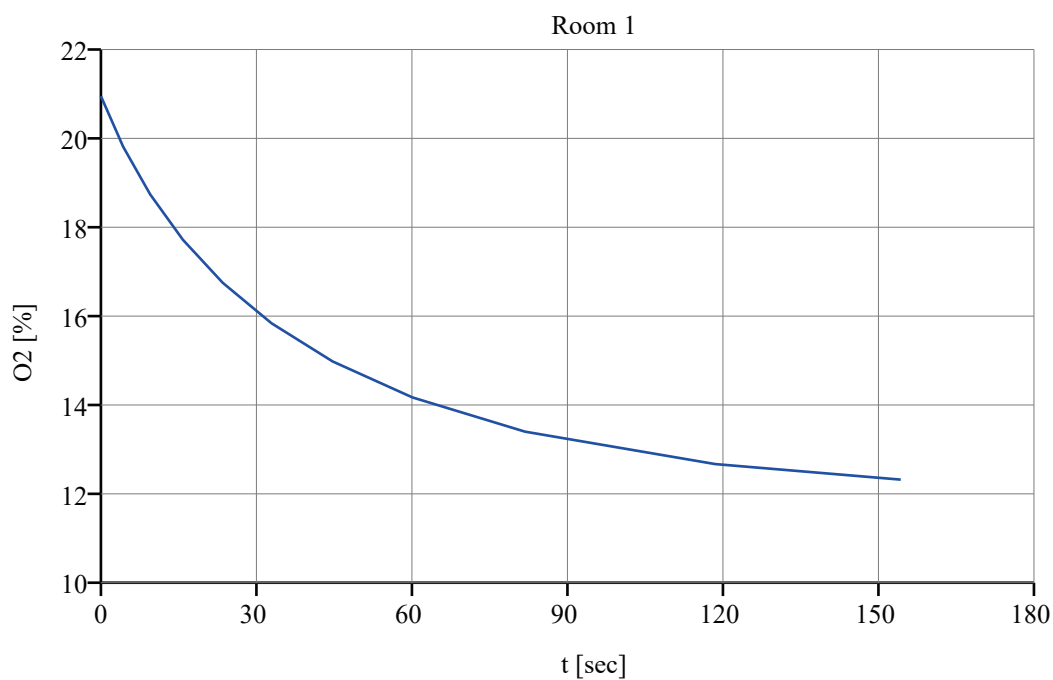
| Orifice no. | Cylinders | Orifice diameter | Orifice type | Hose type                  |
|-------------|-----------|------------------|--------------|----------------------------|
|             |           | mm               |              |                            |
| 1           | 10        | 13.8             | Ci-MTX       | Hose DN10-400 2.0m to 4.0m |
| 2           | 9         | 13.1             | Ci-MTX       | Hose DN10-400 2.0m to 4.0m |
| 3           | 9         | 13.1             | Ci-MTX       | Hose DN10-400 2.0m to 4.0m |

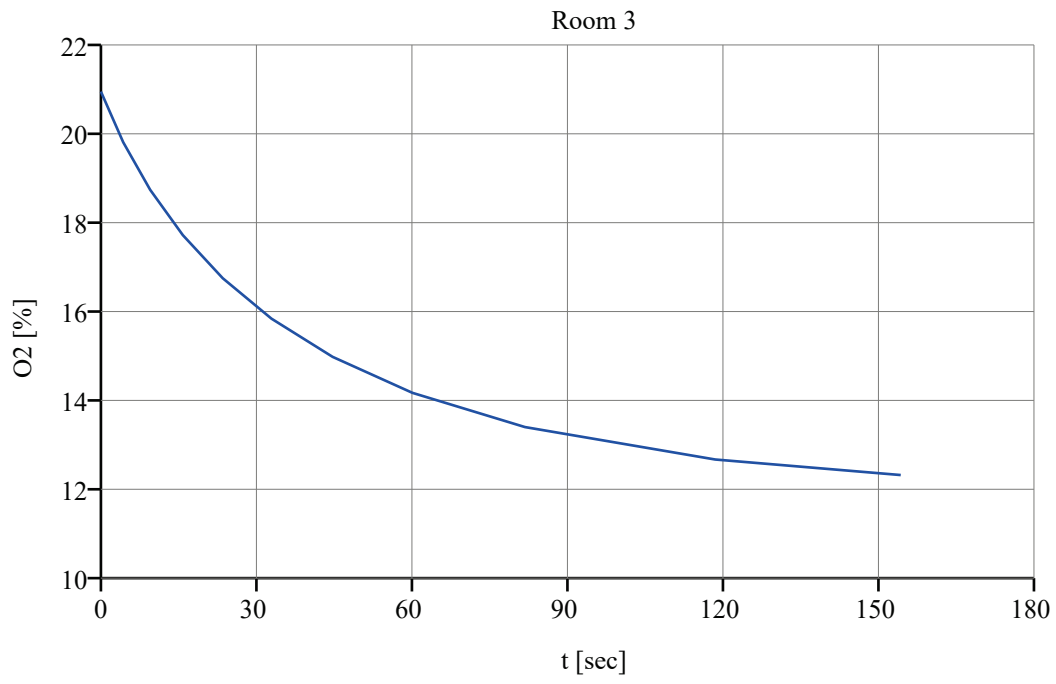


## Oxygen and IG-541 vs. time

| Time  | 4.3  | 9.5  | 15.8 | 23.5 | 32.9 | 44.7 | 60.1 | 81.8 | 118.5 | 120.0 | 154.3 |      | sec   |
|-------|------|------|------|------|------|------|------|------|-------|-------|-------|------|-------|
| Room1 | 19.8 | 18.7 | 17.7 | 16.8 | 15.8 | 15.0 | 14.2 | 13.4 | 12.7  | 12.7  | 12.3  | 12.0 | O2 %  |
| Room1 | 13   | 25   | 37   | 48   | 58   | 68   | 78   | 86   | 95    | 95    | 99    | 103  | % MDC |
| Room2 | 19.8 | 18.7 | 17.7 | 16.8 | 15.8 | 15.0 | 14.2 | 13.4 | 12.7  | 12.7  | 12.3  | 12.0 | O2 %  |
| Room2 | 13   | 25   | 37   | 48   | 58   | 68   | 78   | 86   | 95    | 95    | 99    | 103  | % MDC |
| Room3 | 19.8 | 18.7 | 17.7 | 16.8 | 15.8 | 15.0 | 14.2 | 13.4 | 12.7  | 12.7  | 12.3  | 12.0 | O2 %  |
| Room3 | 13   | 25   | 37   | 48   | 58   | 68   | 78   | 86   | 95    | 95    | 99    | 103  | % MDC |

### Room O2% plots

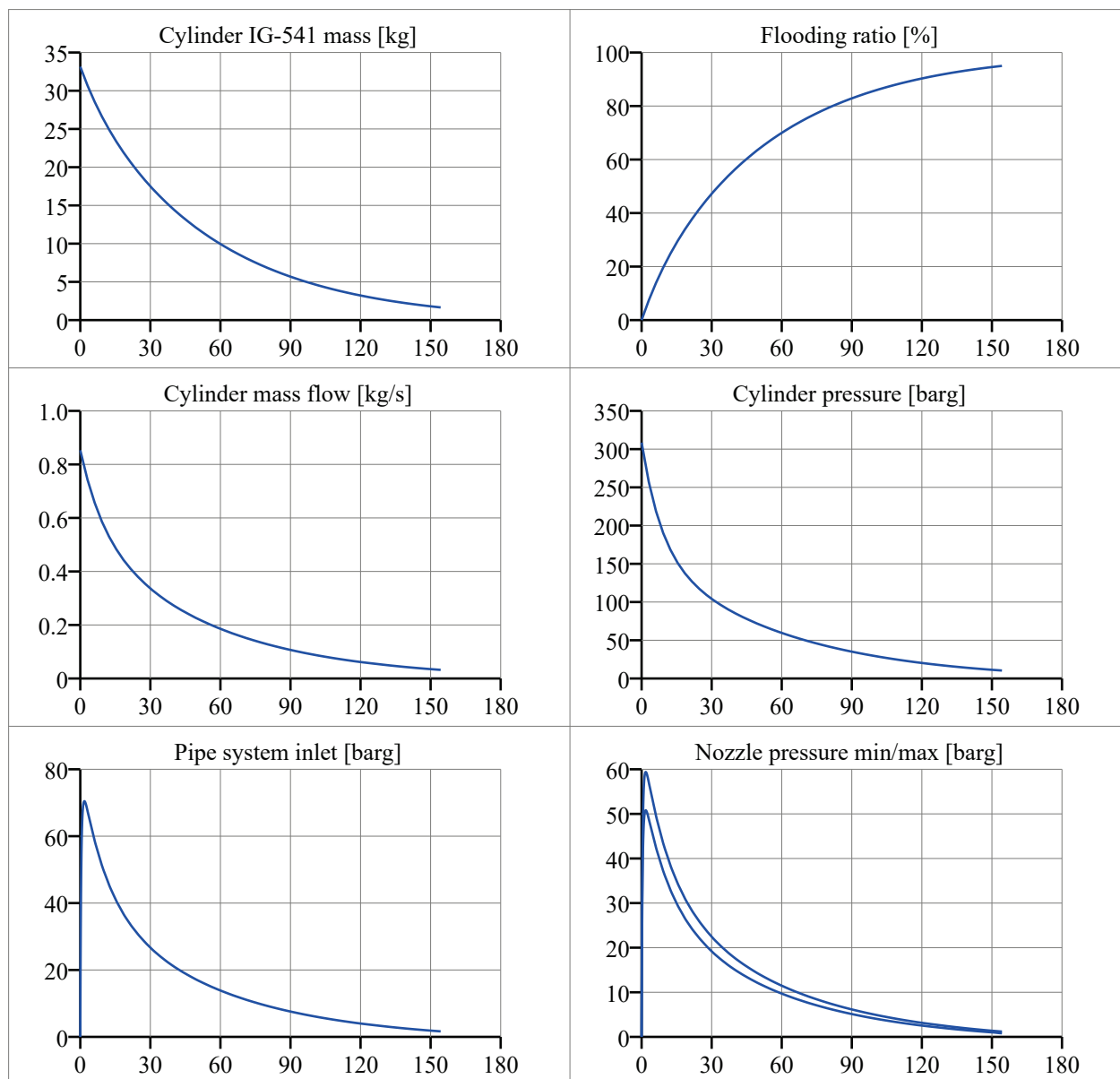








## Discharge graphs



## Calculation summary

|                    |                                 |
|--------------------|---------------------------------|
| HWV                | HWV-8mm                         |
| Discharge valve    | Ci-IV8                          |
| Total IG-541       | 95% @ 154.3 sec                 |
| IMT vers.          | IMT 3.0.0                       |
| Flow design engine | 2018-08-01                      |
| Info               | No errors during calculation.   |
|                    | No warnings during calculation. |
|                    | No cautions during calculation. |



## Calculation resume

| Parameter                             | This calculation      | Limit               |
|---------------------------------------|-----------------------|---------------------|
| Calculation time                      |                       |                     |
| Rules applied                         | ISO 14520             | ISO 14520           |
| Cylinder pressure (fill) @ 15°C       | 300.0 barg            | NA                  |
| Cylinder volume                       | 80 L                  | NA                  |
| Number of cylinders                   | 28                    | NA                  |
| Mass flow                             | 32.01 kg/s            | NA                  |
| Pipe length max                       | 32.6 m                | 300 m (max)         |
| Pipe to cylinder volume               | 4.9 %                 | 20 % (max)          |
| Discharge time to target              | 120 sec               | 120 sec (max)       |
| Discharge time to 95% total IG-541    | 154.3 sec             | 30 - 600 sec        |
| Max pipe pressure                     | 70.5 barg             | Defined by pipe     |
| Re-number min                         | 1.8E+06               | 4.0E+05 (min)       |
| Mach number max                       | 0.28                  | 0.40 (max)          |
| Max system orifice to pipe area ratio | 39.3 %                | NA                  |
| System orifice (all orifices)         | 418.6 mm <sup>2</sup> | NA                  |
| Tee split bullhead                    | 12% / 88%             | 5% / 95%            |
| Tee split run/side                    | 50% / 50% - 94% / 6%  | 5% / 95% - 95% / 5% |
| Nozzle orifice min                    | ø6.5 mm               | ø0.0 mm (min)       |
| Max nozzle orifice to pipe area ratio | 56 %                  | 70 % (max)          |
| Nozzle pressure peak min              | 51 barg               | 20 barg (min)       |
| Max nozzle pressure variance          | 1.17                  | 2.00 (max)          |
| Nozzle flow max/min                   | 4.02 / 0.44 kg/s      | NA                  |
| Elevation change                      | 4 m                   | 50 m (max)          |
| Temperature (cyl. storage)            | 20.0 °C               | NA                  |
| Nozzle quantity                       | 12                    | 100 (max)           |

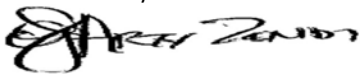
**C3.6: ANNEXURES**

**C3.6.1      ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY ACT 1993, (ACT NO. 85 OF 1993)  
MANDATORY AGREEMENT – 37.2**

**ETHEKEKWINI MUNICIPALITY**  
**Occupational Health & Safety Unit**



## 37.2 Agreement in terms of Occupational Health and Safety Act No. 85 of 1993

|                                      |                                                                                                                                                           |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Document Title                       | 37.2 Agreement in terms of OHS Act of 1993                                                                                                                |
| Client                               | eThekekwini Municipality – Natural Science Museum.                                                                                                        |
| Project Name                         | Upgrade of Gas Suppression System at ETA Data Centre                                                                                                      |
| Contract Number                      | 7i – 34083                                                                                                                                                |
| Revision                             | 01                                                                                                                                                        |
| Date                                 | 20/11/2025                                                                                                                                                |
| Internal Reference no.               | 37.2 AGM/129/11/2025                                                                                                                                      |
| Compiled by (Safety officer)         | Name and surname: Siya Nkosi<br>Signature: <br>Date: 20 November 2025 |
| Reviewed by (Manager: Safety & Risk) | Name and surname: Arty Zondi<br>Signature: <br>Date: 20 November 2025 |



# ETHEKEINI MUNICIPALITY

## OCCUPATIONAL HEALTH AND SAFETY

OCCUPATIONAL HEALTH AND SAFETY ACT 1993, (ACT NO. 85 OF 1993)  
MANDATORY AGREEMENT – 37.2

### **Contractor Acknowledgement of Responsibility in terms of the Occupational Health and Safety Act**

Written agreement between ETHEKEINI Municipality (the “employer”)  
And

(the “Contractor”)

as provided for in terms of Section 37 (2) of the Occupational Health and Safety Act No.85 of 1993 as amended by Act 181 of 1993.

I hereby declare that I, ....., am authorised to represent the “mandatary” and acknowledge that the “Contractor” is an employer with all duties and responsibilities as prescribed in the Occupational Health and Safety Act no. 85 of 1993.

I agree to ensure that all work performed, or machinery and plant used by the “Contractor” on any ETHEKEINI Municipality premises shall be in accordance with the provisions of the said Act.

Furthermore, I agree the “Contractor” shall comply with all ETHEKEINI Municipality site rules and safety, health, and environmental requirements as may be communicated or stipulated by ETHEKEINI Municipality prior to and during any Contract awarded to the “Contractor” by ETHEKEINI Municipality.

Furthermore, I undertake to ensure that ETHEKEINI Municipality is timeously informed should the “Contractor”, for whatever reason, be unable to perform in terms of this agreement.

The Contractor must compile a health and safety file that would be approved by Occupational Health and Safety Unit.

The Contractor must conduct activity risk assessments, develop written safe working procedures and train all its employees on risk assessment and safe working procedure.

The Contractor's driver must obey the traffic signs and speed limit within eThekeini Municipality premises.

The Contractor shall ensure his/her vehicles/trucks are in good working condition.

The Contractor must ensure that all his or her employees have a valid medical certificate of fitness.

The Contractor shall ensure that all employees under his control are always wearing the appropriate Personal Protective Equipment.

The Contractor vehicle must be provided a fully equipped first aid box with a trained employee to administer first aid treatment.

The Contractor shall ensure a high level of housekeeping on site, adequate care must be taken by the contractor to ensure that storage and stacking is correctly and safely carried out, on completion the work.<sup>10</sup>

The Contractor must be registered and in good standing with the Compensation for Occupational Injuries and Diseases Commissioner.

The Contractor is expected to be familiar with the Natural Science Museum Directorate emergency evacuation plan.

The Contractors must ensure that appropriate safety symbolic signs are displayed when working.

The Contractor must comply with the internal Permit to Work procedure.

The Contractor must conduct the safety talks or daily safety task instructions and filed in the safety file.

The Contractor must appoint in writing the Scaffolding Inspector, Scaffolding Supervisor and Scaffolding Erector to ensure the safety of the scaffolding in terms of SANS 10085 and provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level.

The Contractor must ensure that all employees working at heights are trained on fall protection equipment and fall arrest equipment.

The Contractor must ensure that the safety harnesses are worn by all employees working at heights.

The Contractor must ensure that when lifting heavy equipment appropriate lifting device is used to execute the work safely.

Signed this .....day of .....20.....

On behalf of the "Contractor" (print) .....

(sign).....

On behalf of the "employer" (print) .....

(sign).....

## **PART C4: SITE INFORMATION**

### **C4.1 LOCALITY PLAN**

n/a

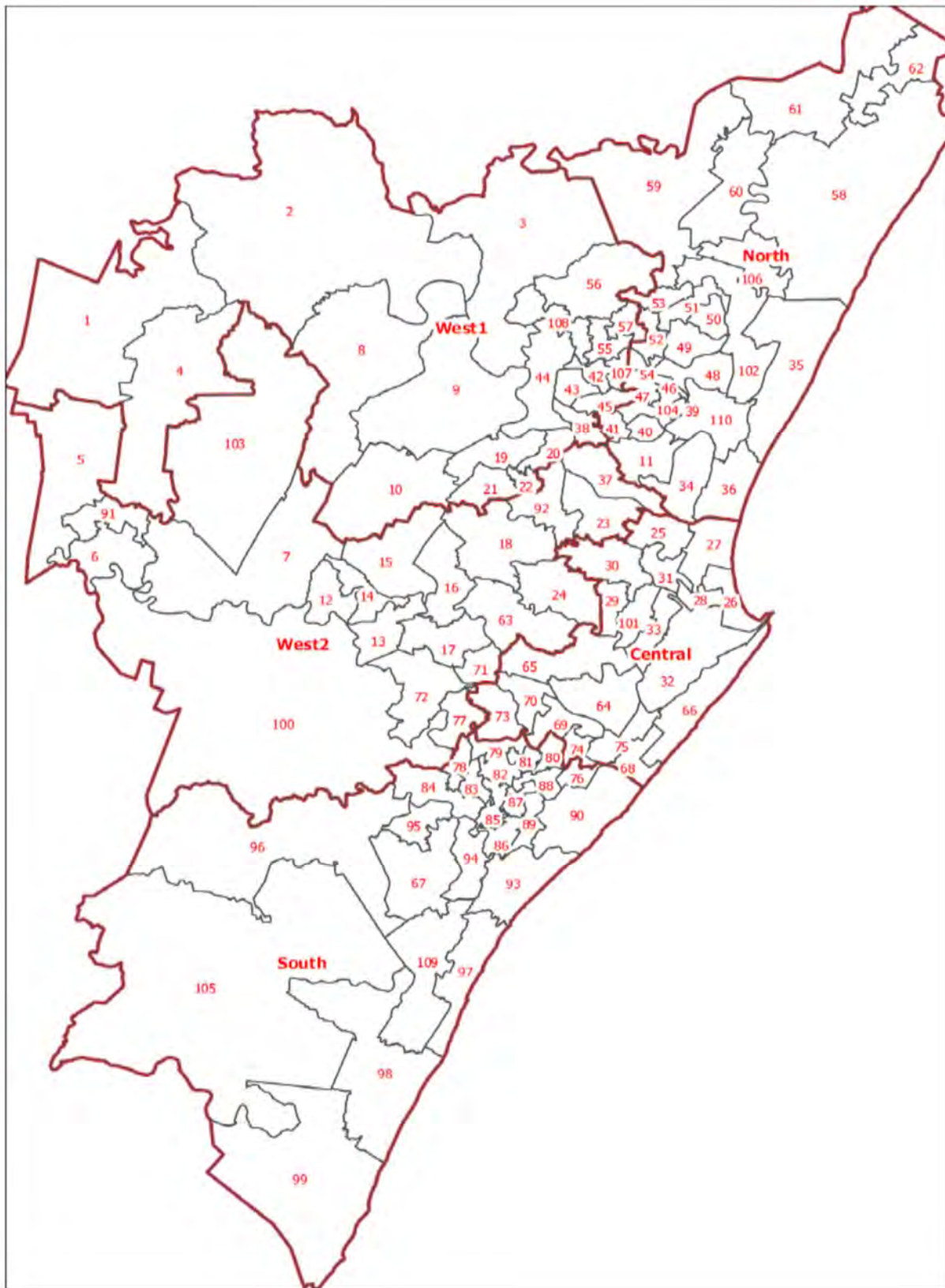
### **C4.2 CONDITIONS ON SITE**

There is no specific geotechnical information or other site information.

### **C4.3 TEST RESULTS**

There are no specific test results.

Regional Map:



In terms of this contract, West region includes West 1 and West 2 as shown in the above image.