Operates as a Municipal Entity of

Bid Number – 00404/26

Replacement Of Three (3) Existing Chilled-Water Air-Handling Units (AHUs) At the Joburg Theatre

Company Name : _____

Company Representative : _____

Closing Date : 04 September 2026

BID No.	00404/26
DESCRIPTION	Replacement Of Three (3) Existing Chilled-Water Air-Handling Units (AHUs) At the Joburg Theatre
TENDER DOCUMENTS	Tender documents are available in PDF format at no cost on the e-tender portal (www.etenders.gov.za) or JCT website (www.joburgcitytheatres.com).
COMPULSORY BRIEFING	11 August 2026 @ 11h00 Joburg Theatre, 163 Civic Boulevard, Braamfontein
CIDB GRADE	It is estimated that tenderers should have a CIDB contractor grading designation of 3ME or higher
CLOSING TIME AND DATE	04 September 2026@ 12h00 Joburg Theatre, 163 Civic Boulevard, Braamfontein
DELIVERY DETAILS:	To be deposited in the "Tender box" situated at the Reception Area, 1st Floor of Joburg Theatre, 163 Civic Boulevard (previously Loveday Street), Braamfontein (Opposite Metro Centre), sealed in an envelope externally endorsed with the Bid number and Bid description.
TELEGRAPHIC/ POSTAL/ FAX & EMAIL BIDS	Will not be accepted
LATE SUBMISSIONS	Will not be accepted
CONTACT PERSON	All enquiries concerning this bid should be addressed to:- Email:**ntombizodwa**@joburgtheatre.com or kea@joburgtheatre.com

Certificate of Authority for Signatory

Signatories for closed corporations, partnerships and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or the board of directors or partners, as the case may be.

"By resolution of the board of directors taken on (date)_____

Mr / Ms _____ has been duly authorized to

sign all documents in connection with the tender for contract No. _____

and any contract which may arise therefrom on behalf of (Tenderer)

_____

Signed _____ Date_____

Name _____ Position _____

Tenderer _____

Certificate Of Authority for Joint Ventures

This Returnable Schedule is to be completed only if the Bidder is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise Mr/Ms ....., authorised

signatory of the company, close corporation or partnership.....

..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

Note: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be attached to this Schedule. The agreement should reflect the following information.

i) Company registration number for each partner
ii) Authorised signature for each partner
iii) % share for each partner
iv) Address for each partner

SIGNED BY/ON BEHALF OF BIDDER:

Name: ..... Signature: ..... Date: .....

Record Of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:	
NO	Title or Details
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

If there is insufficient space above, the bidder may append additional sheets.
Number of additional sheets

appended by the bidder to this Schedule ..... (If nil, enter NIL)

Signed _____ Date_____

Name _____ Position _____

CHECKLIST

BID NO: _____

PLEASE USE THE CHECKLIST TO CONFIRM THAT ALL REQUIRED DOCUMENTS HAVE BEEN COMPLETED, SIGNED, WHERE APPLICABLE, AND ATTACHED TO THE QUOTATION.

FAILURE TO SUBMIT ANY COMPULSORY DOCUMENT OR REQUIRED INFORMATION, WHERE SUCH NON-SUBMISSION IS EXPRESSLY STATED AS DISQUALIFYING IN THE QUOTATION DOCUMENT, MAY RESULT IN THE QUOTATION BEING DISQUALIFIED.

DESCRIPTION	Yes /no
Returnable documents required for tender evaluation purposes	
MBD 1 -Invitation to Bid	
Certificate of Attendance of Site Meeting	
Authority to Sign Documents	
Record Of Addenda to Tender Documents	
MBD 2 -Tax Clearance Certificate Requirements	
MBD3.1 - Pricing and Delivery Schedule	
MBD4- Declaration of Interest	
MBD 6.1- Preference Points Claim Form in terms of PPPFA 2022 regulations	
MBD 8- Declaration of Bidder's Past Supply Chain Management Practices	
MBD9- Certificate of Independent Bid Determination	
Additional Documents to be provided by the Bidder and attached to his/her tender	
Provides proof of its **entity's registration documentation** (e.g., CIPC) indicating the date of registration/incorporation, and a list of directors, partners, and members **and share certificates**	
Provide proof of current and valid **SARS Tax Pin** and VAT registration certificate. Provide rationale if not VAT registered.	
Provide a National Treasury Centralised Supplier Database **(CSD) registration summary report** (report should not be older than 30 days)	
Provide a Valid certified copy of **B-BBEE certificate** / In the case of EME's a Sworn Affidavit on DTI template.	
Provide a **current or latest Municipal Rates and Taxes invoice** for the Tenderer's office/premises (not in arrears for more than 90 days) or Where a bidder does not own the premises, they reside in, they must provide **a certified lease agreement together with the utility bill statement** (payments made according to the lease agreement) (not in arrears for more than 90 days) NB: Where the Tenderer operates from their residential address (where they live), an affidavit confirming this arrangement must be provided. Please note the address should be the same as the one disclosed in the CSD or CIPC	

Provide **Municipal Rates and Taxes Invoice for All the Directors** (as per CIPC document) of the Company OR Original Certified Copy of Lease Agreement and statement of accounts OR Affidavit Certified by the SAPS only if business is conducted in director's premises. (Not in arrears for more than 90 days)	
Current audited annual financial statements, where the bidder is legally required to have its annual financial statements audited; or Where the bidder is not legally required to prepare audited annual financial statements, the bidder must submit its most recent annual financial statements together with a **Public Interest Score** (PIS) calculation.	
Letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the **Compensation for Occupational Injuries and Disease (COIDA)** Act No. 130 of 1993.	
Provide Certified copies of South African **Identity Documents** or Valid Passports of Members, Directors or owner (Copy with original stamp).	
Detailed brochure(s) of all services offered shall be presented together with this bid documents	
Functionality	
Relevant experience in chilled-water AHU or comparable HVAC projects	
Qualifications and experience of key personnel	
Technical proposal and preliminary AHU information	
Project methodology and implementation programme	
Project resources and execution capacity	
Other	
Detailed Quotation (on company letterhead)	
Any additional bidder information not mentioned above	

Signature _____

SECTION 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (JOBURG CITY THEATRES)					
BID NUMBER:	00407/26	CLOSING DATE:	04 September 2026	CLOSING TIME:	12h00
DESCRIPTION	Replacement Of Three (3) Existing Chilled-Water Air-Handling Units (AHUs) At the Joburg Theatre				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
Sealed quotations marked with the reference no: must be placed in the Tender Box at Joburg Theatre Complex, 01st Floor, Loveday Street, Braamfontein.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain	CONTACT PERSON	
CONTACT PERSON	Keabetswe Senne	E-MAIL ADDRESS	
E-MAIL ADDRESS	kea@joburgtheatre.com	TELEPHONE NUMBER	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: …….

CAPACITY UNDER WHICH THIS BID IS SIGNED: …….

Instructions to Bidders

A. BID DOCUMENTS

Rules for Bidding

- JCT is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.
- JCT reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should JCT decide not to proceed with the bid.
- JCT also reserves the right to appoint any other person to undertake any part of the tasks.
- The service provider must be a single legal entity with all other necessary expertise secured. JCT will enter into a single contract with a single entity for the delivery of the work set out in these bid documents.
- The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- The service provider and its affiliates are disqualified from providing goods, works and services to any private party to this Agreement, or any eventual project that may result, directly or indirectly from these services.
- JCT reserves the right to return late bid submission unopened.
- Should the contract between JCT and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.
- Bids must be submitted with all official Bid Forms that are contained within this tender document and duly completed.
- Bids must be delivered at the correct address location that is indicated in the tender document, and must be delivered timeously, as late bid submissions will NOT be accepted for consideration.
- Late submissions will not be accepted under any circumstances. The tender box shall be locked at exactly 12:00 Noon and tenders arriving only a second after 12:00 or any time thereafter **will not** be accepted under any circumstance. Tenderers are therefore strongly advised to ensure that their tenders when dispatched allow enough time for any unforeseen events that may delay the delivery of the tender.

The Tender, including the returnable address, must be submitted in a sealed envelope, marked with:

1) Tender Number and Description
2) The Name and Address of the Tenderer

- This Bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations of 2022, the General Conditions of Contract (GCC) as listed in this document and, if applicable, any other special conditions of contract as specified.

- Each party to a consortium/ sub-contractors must submit a separate original and valid Tax Clearance Certificate.
- Failure to submit completed documents with the tender proposal may invalidate the tender proposal.
- Failure to submit a valid BBBEE Certificate will result in zero preference points being awarded for BBBEE.
- Tender forms contained within the Tender Document requesting information have been drawn up so that certain essential information is furnished in a specific manner and format. Any additional particulars should be furnished on this document where appropriate, or in a separate annexure.
- This tender document, together with associated forms and annexures, may NOT be retyped or re-drafted.
- This tender document, together with associated forms and annexures, may NOT be filled in by means of mechanical devices. A black ink pen should be used to fill in this tender document.
- Bidders should check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated
- The tender price shall be open for acceptance for a period of at least 120
- calendar days after the closing date of the tender. It should be noted that Tenderers may offer a shorter validity period, but their bid may in that event, be disregarded for such a reason. Tenderers shall clearly state whether or not prices will remain firm for the duration of the contract. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange of variations) will not be considered. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- Failure to have the Price declaration of this tender document signed by a duly authorized person will constitute non-commitment by the bidder of the tender price, and the bid will be invalidated.
- All prices shall be quoted in South African currency and be VAT inclusive.
- JCT reserves the right to only accept part of the submitted bid by a supplier.
- JCT reserves the right to withdraw this tender.
- Unless specifically provided for in the tender document, no tenders will be considered if submitted or transmitted by telegram, telex, facsimile, e-mail or similar apparatus.
- It should be noted that JCT reserves the right to accept or reject any tender proposal without being obliged to give any reasons in this respect.
- The bidder's company letterhead must be used for the proposal's cover letter and reflect the company name, address and contact details.
- The correct Tender reference number (See the front page of this BID for the Tender Number) must be quoted and the bidding company's name must appear on all pages of the proposal.
- Responsiveness criteria of submissions : No Tender will be considered by JCT unless it meets the following responsiveness criteria:

a. The Tender must be properly received in a sealed envelope clearly indicating the **description** of the service or goods and the Tender number for which the Tender is submitted.

b. The Tender must be **deposited in the relevant Tender box** as indicated on the notice of the Tender on or before the closing date and time of the Tender.

c. The official Tender document must be **fully completed** in black ink pen. Where information requested does **not** apply to the Tenderer and **the space is left blank**, it will be **deemed** to be **not applicable.**

d. All requested relevant and/or additional documentation **must** be submitted with the Tender on or before the closing date and time.

e. The Tenderer **must** be in **good standing** to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).

f. Complies with the **requirements of the Specification**.

g. Adheres to **Pricing Instructions**.

h. Complies in full and observes the requirements of the **Notice to Tenderers (if applicable).**

i. In addition to the terms and conditions stipulated in this document, for the Tender to be considered responsive, the Tenderer **must** submit the following Tender information:

- A fully completed and signed Tender Form;
- The Tenderer's Details;
- The necessary document authorising the Representative to sign and submit the Tender on the Tenderer's behalf;
- The Declaration by Tenderer

Registration on the CSD

Potential service providers **must** be registered on the CSD administered by National Treasury at the time of submitting this bid. Bidders that are not yet registered can register on-line at www.csd.gov.za

Grounds for Disqualification

Joburg City Theatres reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

1. Bidders who do not submit a ***valid Tax*** **PIN** issued by **SARS,** on the closing date and time of the bid.

2. bidders who submitted ***incomplete information and documentation*** according to the requirements of this Bid
3. bidders who submitted ***information that is fraudulent, factually untrue or inaccurate***, for example memberships that do not exist, BEE credentials, experience, etc.;
4. bidders who received information not available to other vendors through fraudulent means; and/or
5. Bidders are reminded that ***all alterations in the bid document must be signed in full*** by the bidder's authorised signatory and an accompanying letter on the bidder's official letterhead must be provided indicating such alterations.
6. This bid, correctly endorsed is to be addressed to Joburg City Theatres and must be deposited into the tender box at the time and date shown herein. Under no circumstances will late tenders be accepted.
7. The bid document is to be completed in black ink pen and in full. It is not to be retyped at all.
8. The bid document is to be ***submitted in full in the same order as issued*** with all sections attached.
9. Proposal that do not meet Joburg City Theatres' requirements shall be considered as unsuitable and non-responsive and shall be rejected.
10. Bidders are required to ***cost for all the items as required***. If not, the proposal will be rejected as non-responsive.

Notice to Bidders

The costs of preparing the proposal, negotiation and any other engagement pursuant to this bid shall be for the sole account of the bidder and shall not be reimbursed by Joburg City Theatres under any circumstances.

Joburg City Theatres reserves the right to amend, modify or withdraw the BID in part or *in total* including terminating any associated proceedings at any time, without prior notice to the bidders and without liability to compensate or reimburse any person in relation thereto.

Joburg City Theatres' reserves the right to accept or reject any of the proposals submitted; and shall be under no obligation or bound to do so.

Joburg City Theatres reserves the right to adopt any submission by any Bidder(s) and to include information therein into other procurement documentation of Joburg City Theatres without compensation to the authors of such information.

Amendment of Bid Documents

At any time prior to the deadline for submission of bids, JCT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.

All prospective bidders who have received the bid document will be notified of the amendment in writing and same will be binding on them.

In order to allow prospective bidders reasonable time in which to take the amendment(s) in account in preparing their bids, JCT at their discretion, may extend the deadline for the submission of bids.

B. PREPARATION OF BIDS

Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and JCT shall be written in English.

Bid Price

- The Tenderer shall supply all the price information required in the price schedule, failure to do so shall invalidate the Tender.
- No claim for price escalation will be considered unless it is specifically stated that this Tender is subject to adjustment. Failure to complete this clause will result in the Tender prices being deemed to be firm.
- Notwithstanding anything to the contrary contained in JCT's Conditions of Tender, Memorandum of Agreement or the Price Schedule, any claim for an increase in the Tender prices herein quoted shall be submitted in writing.
- The method and conditions of payment to be made to the supplier under this contract shall be specified.
- The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of statement by the supplier.
- Payment will be made in Rand unless otherwise stipulated.
- All prices must include Value Added Tax.
- All tax invoices submitted by the Bidder must show the Value of the supply, the amount of tax charged and the consideration for the supply.
- All price(s) must be net with all discounts and settlement discount already deducted.
- Price(s) must include cost of supply, transport of personnel delivery and off-loading (if applicable).
- Price(s) must include cost of all labour, equipment, delivery of labour to site, materials etc. and without any extra or additional charges to Joburg City Theatres whatsoever.
- Any and all alterations to the bid price must be signed in full by the bid's authorized signatory and an accompanying letter from bidder on their official company letterhead will indicate such alterations. Failure to this will disqualify the bid

Period of Validity of Bids

- Bids shall remain valid for 120 days after the closing date of bid prescribed by JCT. A bid valid for a shorter period shall be rejected by JCT as non-responsive.
- In exceptional circumstances, JCT may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

Closing date of Bids

- Bids must be received by JCT at the address specified in the bid document. In the event of the specified date for the submission of Bids being declared a holiday, the Bids will be received up to the appointed time on the next working day.
- JCT may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of JCT and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Late Bids

Any bid received by JCT after the deadline for submission of bids prescribed by JCT, will be rejected and/or returned unopened to the Bidder.

Modification and Withdrawal of Bids

- The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by JCT prior to the deadline prescribed for submission of bids.
- The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 6. A withdrawal notice may also be sent by fax, followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- No bid may be modified subsequent to the deadline for submission of bids.
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the bid form.

Certified Copies/Commissioner of Oaths Certification

Where certified copies of documents are specifically required in the Bid Data or Returnable Documents, the bidder shall submit certified copies of such documents together with its bid submission.
Unless otherwise stated in the bid, all certified copies shall:

- Be certified by a Commissioner of Oaths;

- Be clear, legible and complete;
- Not be older than three (3) months (90 days) from the bid closing date.

Failure to submit certified copies where expressly required may render the bid non-responsive or result in the bidder being requested to clarify or submit the required documentation, where permitted in terms of the applicable procurement legislation, regulations and the Employer's Supply Chain Management Policy.

Note: The Employer reserves the right to verify the authenticity of all documents submitted and to request the originals for inspection at any stage of the procurement process. Any false declaration or fraudulent documentation may result in disqualification, cancellation of any award, and any other action permitted by law.

Improper Lobbying /Interference

Any prospective Bidder who is found to have lobbied an official or Councillor in respect of bid application including any other business with Joburg City Theatres will face the following charges:

- Immediate disqualification.
- Blacklisted against any bid in future.
- Company name will be given to all Local Authorities about the conduct."

No relaxation, indulgence or waiver granted by Joburg City Theatres to the Bidder shall in any way operate as an estoppel against Joburg City Theatres in the exercise by it of its right hereunder.

Requirements to Submit Proposals

- All schedules in this document must be populated and will form part of the quotation

- A completed Joburg City Theatres supplier registration application form which is available for download from Joburg City Theatres' website (www.joburgtheatreptyltd.co.za). Alternatively, if the supplier is registered on the JCT database, then the service provider need only submit all the mandatory documents with this application.

- The contractor will need to provide examples /references of similar such works performed.

C. BID OPENING AND EVALUATION OF BIDS

Opening of Bids

- The bidder's names, bid modifications or withdrawals and such other details as JCT at its discretion may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

- Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

Clarification of Bids

During evaluation of bids, JCT may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

Evaluation Criteria

Bidders will be evaluated based on the information as contained in their Submissions, and this may be further supplemented by presentations and clarification information as may be requested from the Bidders.

Evaluations will as far as possible be based on evaluation templates prepared by Joburg Theatre's evaluation committees prior to opening of Submissions. The criteria set out in the document shall be applicable and may not be altered after the Submissions have been opened unless it is clear that such alterations will not disadvantage any Bidder or give an unfair advantage.

Submissions will be evaluated and the Contract awarded in accordance with the SCM regulations, MFMA, Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 and other applicable legislation, the General Conditions of Contract (GCC) and if applicable, any other special conditions of contract.

The bid will be evaluated on the following stages:

- Stage 1 – Administrative Requirements
- Stage 2- Functionality
- Stage 3 – Price and special goals

D. AWARD OF CONTRACT

Period of Contract

The Contract shall commence on the date of appointment or the date stated in the Letter of Appointment and shall remain in force until the completion of all contractual obligations, including the supply, delivery, installation, testing, commissioning and handover of the three (3) replacement chilled-water Air-Handling Units (AHUs), the twelve (12)-month Defects Liability Period and the twenty-four (24)-month post-Defects preventive maintenance period.

The post-Defects preventive maintenance period shall commence immediately upon expiry of the twelve (12)-month Defects Liability Period and shall continue for a period of twenty-four (24) consecutive months.

The overall Contract Period is anticipated to be thirty-six (36) months, excluding the period required for the supply, delivery, installation, testing, commissioning and handover of the replacement AHUs, unless otherwise specified in the Contract.

The Contractor shall remain responsible for the completion of all outstanding works and the fulfilment of all warranty, defects liability, maintenance and other contractual obligations applicable to the Works, notwithstanding the expiry of the stated Contract Period.

The continuation of the Contract shall be subject to satisfactory performance by the Contractor, continued compliance with the terms and conditions of the Contract, the availability of approved budget and any other applicable contractual or statutory requirements.

Any amendment or extension of the Contract Period shall be subject to the applicable legislative framework, Joburg City Theatres' Supply Chain Management Policy and the prior written approval of Joburg City Theatres.

Acceptance of Bid

A valid and binding Contract and/or Service Level Agreement with the successful Bidder will be concluded immediately following the time that Joburg City Theatres emails / delivers a letter of acceptance of this bid to the Bidder.

Local Office

In order to be considered for an appointment in terms of this bid, bidders must have an office within the Johannesburg Municipality. The address of this local office must be indicated on the SERVICE PROVIDERS INFORMATION below and which will be regarded as the domiciliumcitandietexecutandi for the purpose of any contract or service level agreement arising from this bid submission.

Warranty

- The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by JCT's specifications) or from any act or mission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- Provide a 5-year manufacturer's warranty covering defects in materials and workmanship excluding normal wear and tear.
- This warranty shall remain after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.
- JCT shall promptly notify the supplier in writing of any claims arising under this warranty.

- Upon receipt of such notice, the supplier shall, with the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to JCT.
- If the supplier, having been notified, fails to remedy the defect(s) within the period specified, JCT may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which JCT may have against the supplier under the contract.

Contract Amendments

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

Enhancement in Rates

The tender rates shall be taken to be firm and the supplier shall not be entitled to any price variation or escalation.

Assignment

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

Delays in the Supplier's Performance

1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by JCT in the contract.
2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify JCT in writing of the fact of the delay, its likely duration and its cause(s).
3. As soon as practicable after receipt of the supplier's notice, JCT shall evaluate the situation and may at its discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
4. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
5. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
6. Except as provided under GCC clause 3.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 3.22, unless an extension of time is agreed upon pursuant to GCC clause 3.21.2 without the application of penalties.

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

Penalties

Subject to GCC clause 3.25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, JCT shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. JCT may also consider termination of the contract pursuant to GCC clause 3.23.

Indemnity

- The Contractor agrees that the occupational use of JCT's premises and buildings shall be at his own risk, and that he acknowledges the risks and dangers inherent therein.
- The Contractor furthermore acknowledges that JCT and / or its employees shall not be liable or responsible for any loss, liability, damages, accident or injury, whether fatal or otherwise, of whatsoever nature and howsoever arising, whether directly from the permission granted by JCT to execute certain events or otherwise, including but not limited to, the use of the premises and / or buildings, and indemnifies JCT and/or its employees against all and any loss of / or damage to property, or injury or death, and any claim for such loss, damage, injury or death, from any cause whatsoever and howsoever arising, which may be suffered in this regard.
- The Contractor and / or its officers, employees, agents, concessionaires, suppliers, Contractors or customers shall not have any claim of any nature against the JCT for any loss, damage, injury or death which any of them may directly or indirectly suffer (whether or not such loss, damage, injury or death is caused through negligence of JCT or its agents or employees) or for:
  - any latent or patent defect in the premises;
  - a fire on the premises;
  - a theft from the premises;
  - the Premises or any part thereof being in a defective condition or state of disrepair;
  - force majeure of *causus fortuitus* or any other cause either wholly or partly beyond the JCT's control;

- the use of the services offered on the premises;
- consequential loss howsoever caused;
- any loss or damage whether to persons or property caused by riots, civil commotion, insurrection or actions taken by the Contractor or JCT to mitigate the effect of / or prevent the aforesaid; and any other cause whatsoever.

- Save for any willful acts or omission or gross negligence by JCT, its officers, employees, agents, concessionaires, suppliers and Contractors, the Contractor indemnifies JCT and holds it harmless from and against all claims, actions, damages, liability and expense in connection with loss of life, personal injury and / or damage to property arising from or out of any occurrence in, upon or at the premises or the occupancy or use by the Contractor of the premises.

Insurance

- Without limiting the obligations of the Contractor in terms of this Agreement, the Contractor shall effect and maintain the following insurances, covering:
  - ✓ Public liability insurances, in the name of the Contractor, covering the Contractor and JCT against liability for the death of / or injury to any person, or loss of / or damage to any property, arising out of / or in the course of this agreement.
  - ✓ The Lessee shall insure all its own possessions and equipment kept on the premises, in its own name.
- In the case of an occurrence giving rise to claim (and in accordance with the directives of the insurer), the Contractor shall proceed in the following manner:
  - ✓ Over and above any statutory and / or other requirements contained in the conditions of this agreement, JCT must immediately be notified telephonically (and confirmed by means of a telefax or email) of the circumstances, nature and estimate of the loss or damage; and
  - ✓ Any claim settlement shall be subject to the approval of both JCT and the Contractor.
  - ✓ JCT reserves the right to make enquiries regarding the cause and result of any such occurrence giving rise to a claim, and the Contractor shall assist JCT in this regard.
  - ✓ All insurance must remain in force for the duration of this agreement.
  - ✓ Should the Contractor fail to arrange insurance or to maintain it, JCT shall be entitled to arrange for such insurance and to maintain it, and pay the premiums, as may be necessary. Amounts for this purpose will be paid by JCT as a debt of Contractor.
  - ✓ The Contractor hereby guarantees that it shall make the necessary submissions of insurance to the satisfaction of JCT after awarding/acceptance of this contract, as

proof that the required insurances exist and that it will comply with all terms, requirements and conditions in respect of insurance applicable to this agreement.

Compliance with Legislature

- All successful Tenderers, Tendering on items where labour and/or equipment are included, shall enter into an agreement with JCT, indemnifying JCT from the provisions of the Occupational Health and Safety Act (85 of 1993.
- The Contractor is to ensure compliance with the provisions of the Occupational Health and Safety Act (85 of 1993) & all relevant regulations, inclusive of all its employees & other Contractors on the site. The Tenderer shall provide a suitable **health and safety plan** appropriate for the contract tendered for.
- The Contractor shall comply with all laws relating to wages and conditions generally governing the employment of labour.

Workmen's Compensation

The Tenderer shall, prior to commencement of any work on site in terms hereof, give written proof that he is registered as an employer in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 and the Tenderer shall remain registered as such for the duration of the contract awarded and shall pay all monies due to the Compensations Fund in terms of Section 15 of Act 130 of 1993. Failure to comply will result in the Tenderer being disqualified.

SECTION 2

BACKGROUND, OBJECTIVE AND SCOPE OF REQUIREMENTS

1. Background

Joburg Theatre (SOC) Ltd trading as Joburg City Theatres (JCT), an independent municipal entity wholly owned by the City of Johannesburg Metropolitan Municipality ("COJ"), operates in order to provide world class theatre entertainment to the citizens of Johannesburg. The company continuously strives towards transformation from both within its core employment, procurement and governance practices; and also its productions and audience inclusiveness.

With effect from January 1st 2013 Joburg Theatre (SOC) Ltd and Roodepoort City Theatre NPC t/a Joburg Promusica were integrated into a single theatre management company (***Joburg City Theatres***), which also institutionalised the operation of the newly established Soweto Theatre.

Joburg City Theatres uphold its vision statement: "*We are the providers of the integrated management of world class African theatre venues and a high quality, entertaining, innovative and inclusive programme which serves the diverse communities of the City of Joburg."*

To succeed, significant increased operational efficiency is critical. That means Joburg City Theatres must be cost efficient. Operational efficiency is important not only to cost saving, but also to attracting and retaining theatre audiences, as the organization strives to become responsive to customers' needs and the market's demands.

2. General Requirements Overview of responsibilities of the service provider's

Joburg City Theatres (JCT) hereby invites proposals from all prospective service providers to propose a cost-effective solution for below mentioned.
Service Providers are required to respond to this bid demonstrating that their proposed approach and solutions are a probable fit to JCT's requirements and are required to complete all categories as stipulated within this document. All information contained in this bid or given by management or staff of JCT is solely for the purpose of providing Service Providers with relevant information with which to complete and submit their proposals.

The appointed service provider will be monitored on the following basis: Timeliness of service delivery; Quality of the service provided; Provision of services in compliance with clearly stated specifications;

3. Intent Of the Specification

The purpose of this Specification is to define the minimum technical, functional, quality, performance, installation, testing and commissioning requirements for the replacement of three (3) existing chilled-water Air Handling Units (AHUs) at the Joburg Theatre.

The Works shall include the detailed verification, engineering design, supply, delivery, removal of existing equipment, installation, connection, testing, commissioning and handover of complete and fully operational chilled-water AHU systems.

The replacement AHUs shall incorporate mixing-box arrangements for the controlled mixing of fresh air and return air and shall be compatible with the existing chilled-water, ductwork, electrical, control and building-services infrastructure.

The existing AHUs were manufactured in 1992, and original equipment information, including rated airflow, cooling capacity, fan duty, coil-selection data and original design documentation, is not available. Preliminary airflow and capacity estimates have therefore been developed from the measured face areas of the existing primary G4 filters and stated engineering assumptions. The preliminary information contained in this Specification is intended to provide a common basis for tender pricing. The successful bidder shall verify all relevant site conditions and undertake the detailed engineering and final equipment selection required to provide AHUs that meet the specified operational and performance requirements.

The requirements contained in this Specification are minimum requirements and shall not relieve the Contractor of the responsibility to provide all labour, materials, equipment, services, technical expertise and ancillary works necessary for the complete, safe and proper execution of the Works.

3.1. Objective

The objective of this bid is to appoint a suitably qualified and experienced service provider for the detailed verification, design, supply, delivery, installation, testing, commissioning and handover of three (3) replacement chilled-water AHUs at the Joburg Theatre.

The objectives of the Works are to:

a. replace the existing AHUs with new, energy-efficient and reliable equipment;
b. provide AHUs capable of achieving the verified required supply-air quantities and cooling performance;
c. provide suitable fresh-air and return-air mixing arrangements;
d. ensure compatibility with the existing chilled-water, ductwork, electrical and control systems;
e. improve the reliability, maintainability and operational performance of the air-conditioning system;
f. provide appropriate filtration, cooling, heating, fan, control and safety components;
g. minimise disruption to theatre operations, performances, rehearsals, events, staff, patrons and visitors during the execution of the Works;

h. ensure that the installation complies with applicable legislation, regulations, standards and manufacturer requirements; and
i. provide complete testing, commissioning, operating documentation, warranties, maintenance information and training.

3.2. Project Information

Item	Description
Employer	Joburg City Theatres (JCT)
Site	Joburg Theatre
Project	Replacement of Existing Chilled-Water Air-Handling Units
Quantity	Three (3) AHUs
Existing Equipment	Existing AHUs manufactured in 1992
System Configuration	Mixing-box arrangement incorporating fresh air and return air
Basis of Information	Original airflow, cooling-capacity, and equipment-selection information is not available

3.3. Background and Existing System

Joburg City Theatres requires the replacement of three (3) existing chilled-water Air-Handling Units (AHUs) installed at the Joburg Theatre.
The existing AHUs were manufactured in 1992. Original design information, including the equipment schedules, rated airflow capacities, cooling-coil capacities, fan duties, and original selection data, is not available.
In the absence of original equipment information, preliminary airflow estimates have been developed using the measured face areas of the existing primary G4 air filters and an assumed filter face velocity.
The information contained in this specification is provided to assist bidders in preparing their bids. The successful bidder shall verify all relevant site conditions and perform the detailed engineering required for the final selection, supply, installation, testing, and commissioning of the replacement AHUs.

4. SCOPE OF WORK

4.1. General

The scope of work shall include the complete verification, detailed engineering design, supply, delivery, removal, installation, connection, testing, commissioning and handover of three (3) new chilled-water Air-Handling Units (AHUs) to replace the existing AHUs at the Joburg Civic Theatre.
The Works shall include all labour, supervision, engineering services, materials, equipment, tools, plant, transport, lifting equipment, temporary works, consumables, testing equipment and ancillary services necessary for the complete, safe and proper execution of the Works.
The Contractor shall provide complete, fully operational and integrated AHU systems, including all associated mechanical, chilled-water, ductwork, electrical, control, structural and ancillary works required for the successful operation of the replacement equipment.

The scope of work shall include, but shall not be limited to, the requirements set out below.

4.2. Site Inspection and Verification

The Contractor shall inspect and verify all relevant site conditions before finalising the detailed design, equipment selection, procurement or manufacture of the replacement AHUs.
The Contractor shall verify:

a) the physical dimensions, configuration and condition of the existing AHUs;
b) the available installation, access, delivery, lifting and equipment-removal routes;
c) the existing supply-air, return-air, fresh-air and exhaust-air arrangements;
d) the existing ductwork sizes, connections, routing, condition and available space for modifications;
e) the existing chilled-water pipe sizes, connection points, supply and return temperatures, available flow rates and differential pressure;
f) the existing electrical supply, distribution arrangements, available capacity and connection points;
g) the existing control systems, control interfaces and building-management-system requirements;
h) the existing structural supports, equipment bases, plinths and floor-loading capacity;
i) the available maintenance and service-access clearances; and
j) any site condition that may affect the design, selection, installation, programme, cost or performance of the Works.

The Contractor shall promptly notify the Employer in writing of any material discrepancy, obstruction, constraint or condition that may affect the execution of the Works.

4.3. Detailed Engineering Design and Equipment Selection

The Contractor shall be responsible for the detailed engineering design and final selection of the replacement AHUs.
The Contractor shall:

a) verify the required supply-air, return-air and fresh-air quantities;
b) verify the required external and total static pressures;
c) assess the existing ductwork system and determine the associated pressure losses;
d) perform detailed cooling-load calculations;
e) determine the required sensible and latent cooling capacities;

f) verify the indoor and outdoor design conditions;
g) verify the required supply-air temperature and humidity conditions;
h) verify the fresh-air and return-air proportions;
i) verify the chilled-water supply and return temperatures, available water flow and differential pressure;
j) select chilled-water cooling coils based on verified air-side and water-side operating conditions;
k) determine the required electric-heating capacity, where applicable;
l) select fans and motors capable of achieving the verified airflow at the required total static pressure;
m) determine the required motor ratings and verify electrical supply capacity;
n) select suitable air filters, mixing arrangements, dampers, actuators, controls and safety devices;
o) verify compatibility with the existing ductwork, chilled-water, electrical and control systems; and
p) submit the final design and equipment-selection information to the Employer for review and approval before procurement or manufacture.

4.4. Supply and Delivery of Replacement AHUs

The Contractor shall supply and deliver three (3) new chilled-water AHUs complete with all components required for safe, efficient and reliable operation.
Each AHU shall include, as applicable:

a) insulated, rigid and corrosion-resistant casings;
b) fresh-air, return-air and mixed-air sections;
c) mixing-box arrangements incorporating suitable control dampers and actuators;
d) accessible air-filtration sections;
e) chilled-water cooling coils;
f) electric-heating coils or other approved heating arrangements, where required;
g) suitably sized condensate drain pans and drain connections;
h) high-efficiency supply fans and motors;
i) variable-speed drives, where required;
j) vibration-isolation arrangements;
k) flexible duct and pipe connections, where required;
l) control valves, dampers, actuators, sensors and associated control equipment;
m) electrical isolators, protection devices and control panels, where required;
n) safety and protective devices;
o) access doors and inspection panels; and

p) all ancillary equipment required for complete and reliable operation.

All equipment shall be new, unused, fit for purpose and selected in accordance with the verified site conditions and approved technical submissions.

4.5. Removal and Disposal of Existing AHUs

The Contractor shall:

a) coordinate all shutdowns, isolations and removal activities with the Employer;
b) safely isolate the existing AHUs from the chilled-water, electrical, control and ductwork systems;
c) disconnect and remove the existing AHUs and associated redundant equipment;
d) provide all required lifting equipment, handling equipment, temporary supports and removal arrangements;
e) protect the building structure, finishes, theatre equipment and existing services during removal activities;
f) remove redundant pipework, ductwork, electrical equipment and associated materials where required;
g) transport removed equipment and waste materials from the site;
h) dispose of waste materials at approved and legally compliant disposal facilities; and
i) make good any damage caused as a result of the removal activities.

No existing equipment shall be removed before the Employer has approved the proposed shutdown, isolation and removal arrangements.

4.6. Installation of Replacement AHUs

The Contractor shall install the replacement AHUs in the approved locations and in accordance with the approved drawings, manufacturer requirements and applicable standards.
The installation shall include:

a) preparation or modification of equipment bases, plinths and structural supports;
b) provision of suitable vibration isolators and anti-vibration mountings;
c) positioning, levelling and alignment of the AHUs;
d) secure fixing and support of all equipment;
e) provision of adequate access for inspection, operation, maintenance and component replacement;
f) installation of access doors, inspection panels and maintenance clearances;
g) installation of flexible duct and pipe connections, where required;

h) sealing of all equipment and ductwork connections;
i) installation of all associated mechanical, electrical and control components; and
j) protection of the installed equipment against damage during the construction and commissioning periods.

4.7. Ductwork and Air-Side Works

The Contractor shall provide all ductwork modifications and air-side works necessary to connect and integrate the replacement AHUs with the existing ventilation and air-conditioning systems.
The Works shall include:

a) removal of redundant ductwork, where required;
b) modification, extension or replacement of existing ductwork;
c) provision of duct transitions, reducers, offsets, plenums and connection pieces;
d) installation of suitable flexible connections between the AHUs and ductwork;
e) provision of duct supports and hangers;
f) sealing of ductwork joints to minimise air leakage;
g) insulation of ductwork where required;
h) provision or modification of access panels;
i) installation and adjustment of balancing dampers, where required;
j) modification of fresh-air, return-air and exhaust-air connections;
k) connection and integration of the AHU mixing-box arrangements; and
l) testing, adjustment and balancing of the air-distribution system.

All ductwork modifications shall be designed and installed to minimise unnecessary pressure losses and shall not adversely affect the operation of the existing air-distribution system.

4.8. Chilled-Water Pipework and Mechanical Connections

The Contractor shall provide all chilled-water pipework modifications, fittings, valves, supports, insulation and connections required for the complete integration of the replacement AHUs.
The Works shall include, where applicable:

a) isolation valves;
b) balancing valves;
c) chilled-water control valves and actuators;
d) strainers;
e) pressure and temperature test points;

f) air vents and drain valves;
g) flexible pipe connections, where required;
h) pipe supports, anchors and guides;
i) pipe insulation and protective cladding;
j) identification labels and flow-direction markings;
k) pressure testing;
l) flushing and cleaning of modified pipework;
m) venting and filling of the chilled-water system; and
n) balancing and commissioning of the chilled-water circuits.

All pipework shall be properly supported, insulated and protected against condensation and mechanical damage.

4.9. Condensate Drainage

The Contractor shall provide complete condensate drainage arrangements for each replacement AHU.

The Works shall include:

a) connection of the AHU condensate drain pans to suitable drainage points;
b) provision of correctly sized condensate traps;
c) provision of adequately sized and supported drain pipework;
d) installation of drain pipework with suitable fall;
e) provision of clean-outs and access points, where required;
f) insulation of drain pipework where condensation may occur; and
g) testing of the complete drainage system.

The condensate drainage system shall operate without leakage, overflow, blockage, air entrainment or water carry-over.

4.10. Electrical Works

The Contractor shall provide all electrical works required for the complete installation and operation of the replacement AHUs.

The Works shall include:

a) verification of the available electrical supply and capacity;
b) electrical disconnection and safe isolation of the existing AHUs;
c) modification or extension of electrical distribution systems, where required;
d) provision and installation of electrical isolators;

e) provision of motor-control equipment;
f) provision of variable-speed drives, where required;
g) provision of suitable circuit protection and overload protection;
h) installation of power and control cabling;
i) cable containment, supports and identification;
j) earthing and bonding;
k) electrical connection of fans, motors, electric heaters, actuators, sensors and control equipment;
l) electrical testing and verification;
m) provision of updated electrical load schedules; and
n) submission of applicable electrical test records and certificates.

4.11. Controls and Building-Management-System Integration

The Contractor shall provide all controls, instrumentation, sensors, actuators, control panels, wiring and programming required for the safe and efficient operation of the replacement AHUs.

The Works shall include, where applicable:

a) supply-air temperature control;
b) mixed-air temperature monitoring;
c) chilled-water control-valve control;
d) supply-fan start, stop and speed control;
e) fan-status monitoring;
f) filter differential-pressure monitoring;
g) high-temperature and low-temperature protection;
h) fan-failure alarms;
i) electric-heater safety interlocks;
j) frost-protection controls, where applicable;
k) fault and alarm indication;
l) control of fresh-air, return-air and exhaust-air dampers;
m) integration with the existing building-management system, where applicable;
n) provision of control schematics and points schedules; and
o) provision of a detailed sequence of operation.

The Contractor shall verify all existing control interfaces before installation and shall ensure that the replacement AHUs operate correctly with the existing building-services systems.

4.12. Protection of Theatre Operations

The Contractor shall plan and execute the Works to minimise disruption to theatre operations, performances, rehearsals, events, staff, patrons and visitors.

The Contractor shall:

a) coordinate all activities with the Employer's Representative;
b) submit a detailed installation and shutdown programme;
c) coordinate all deliveries, lifting operations and equipment removals;
d) restrict noisy, dusty or disruptive activities to approved times;
e) protect theatre facilities, finishes, equipment and operational areas;
f) maintain safe access routes and emergency exits;
g) control dust, noise, vibration and construction waste;
h) obtain written approval before any shutdown or interruption of existing services; and
i) immediately notify the Employer of any condition that may affect theatre operations or public safety.

4.13. Completion of the Works

The Works shall be deemed complete only when:

a) all three replacement AHUs have been supplied and installed;
b) all mechanical, chilled-water, ductwork, electrical and control connections have been completed;
c) all associated works have been tested and commissioned;
d) the required airflow, cooling, heating and control performance has been demonstrated;
e) all defects and non-conforming work have been rectified;
f) all required documentation has been submitted;
g) training has been completed;
h) all work areas have been cleaned and reinstated; and
i) the completed Works have been accepted by the Employer.

5. Preliminary Design Basis and Tender Information

5.1. General

The preliminary design information contained in this section has been developed to provide bidders with a common basis for the preparation and pricing of their bids for the replacement of the three (3) existing chilled-water Air-Handling Units (AHUs).

The existing AHUs were manufactured in 1992, and the original equipment schedules, design drawings, rated airflow capacities, cooling-coil capacities, fan duties, external static-pressure data and original equipment-selection information are not available.

In the absence of the original design information, preliminary airflow estimates have been developed using the measured face areas of the existing primary G4 air filters and an assumed filter face velocity. Preliminary cooling and electric-heating capacities have been derived using indicative engineering assumptions for tender-estimation purposes.

The preliminary information contained in this Specification is intended to establish a consistent tender basis and shall not be regarded as final equipment-selection information.

The successful bidder shall be responsible for verifying all relevant site conditions and undertaking the detailed engineering, calculations and final equipment selection required to provide complete AHU systems that meet the Employer's operational and performance requirements.

The Contractor shall not rely solely on the preliminary values provided in this Specification when undertaking the final design or selecting the replacement equipment.

5.2. Existing System Information

The replacement project comprises three (3) existing chilled-water AHUs located at the Joburg Civic Theatre.
The existing AHUs incorporate fresh-air and return-air arrangements and are connected to the existing:

a) air-distribution and ductwork systems;
b) chilled-water supply and return systems;
c) electrical distribution systems;
d) control and monitoring systems;
e) condensate drainage systems; and
f) structural supports, equipment bases or plinths.

The Contractor shall verify the configuration, condition, dimensions and operating characteristics of the existing systems before finalising the detailed design and equipment selection.
The Contractor shall verify all physical and operational interfaces, including ductwork connections, chilled-water connections, electrical supplies, control interfaces, access routes, lifting requirements, maintenance clearances and structural support arrangements.

5.3. Preliminary Airflow Estimation

The preliminary supply-air quantities were estimated using the measured face areas of the existing primary G4 air filters and the following relationship:

Airflow (m^3/s) = Total Filter Face Area (m^2) × Assumed Filter Face Velocity (m/s)

The following assumptions were applied:

a) G4 panel filters are generally applied within a filter face-velocity range of approximately 1.5 m/s to 2.5 m/s, subject to the filter manufacturer's recommendations, filter construction and required pressure-drop performance;
b) a base-case filter face velocity of 2.0 m/s was adopted for the purpose of establishing preliminary tender-stage airflow estimates;
c) the preliminary airflow values are indicative and may differ from the actual operational airflow requirements;
d) the preliminary airflow values shall be verified by the successful bidder through site measurements, system assessment and detailed engineering calculations;
e) the final AHU airflow shall be determined using the verified air-distribution requirements, existing ductwork characteristics, operational requirements and approved design conditions; and
f) the final filter selection shall comply with the filter manufacturer's recommended operating face velocity, pressure-drop and performance requirements.

The Contractor shall verify the required supply-air, return-air, fresh-air and exhaust-air quantities and shall determine the final design airflow for each replacement AHU.

5.4. Preliminary Cooling-Capacity Basis

The preliminary cooling capacities were estimated using the following indicative planning allowance:

1 ton of refrigeration (TR) ≈ 3.5 kW per approximately 400 CFM, or approximately 189 L/s, of supply air.

The above allowance is provided for preliminary tender-estimation purposes only and shall not replace detailed cooling-load calculations or chilled-water cooling-coil selection calculations.

The successful bidder shall determine the final cooling capacity based on the verified operating and design conditions, including:

a) verified supply-air quantities;
b) verified fresh-air and return-air proportions;
c) indoor design temperature and relative-humidity requirements;
d) applicable outdoor design conditions;
e) required supply-air temperature and humidity conditions;
f) theatre occupancy and operational requirements;

g) internal heat gains from occupants, lighting, stage equipment and other installed systems;
h) heat gains associated with the building envelope and ventilation air;
i) chilled-water supply and return temperatures;
j) available chilled-water flow rates and differential pressure;
k) cooling-coil air-side and water-side pressure losses;
l) required sensible and latent cooling capacities; and
m) any other site-specific conditions affecting the cooling duty.

The final cooling-coil selection shall be based on verified air-side and water-side conditions and shall be submitted to the Employer for review and approval before procurement or manufacture.

5.5. Preliminary Electric-Heating Capacity Basis

The preliminary electric-heating capacities were estimated using the following sensible-heat equation:

$$Q\ (kW) = 1.2 \times Airflow\ (m^3/s) \times 1.005 \times \Delta T$$

Where:
a) Q = heating capacity in kW;
b) 1.2 = approximate air-density factor;
c) 1.005 = specific heat capacity of air in kJ/kg·K;
d) $Airflow$ = air volume in m^3/s; and
e) ΔT = required temperature rise in °C.

A preliminary temperature rise of $15°C$ was applied for tender-estimation purposes.
The preliminary heating capacities have been rounded to practical electric-heater element sizes in 3 kW or 6 kW increments.

The final heating capacity shall be determined by the successful bidder based on the verified:

a) fresh-air percentage;
b) return-air percentage;
c) mixed-air temperature;
d) winter design conditions;
e) required supply-air temperature;
f) operational requirements;
g) heating-control requirements; and
h) electrical supply capacity.

Where electric heating is included in the final design, the heating system shall incorporate suitable airflow interlocks, over-temperature protection, safety cut-outs and all other protective devices required for safe operation.

5.6. Existing Primary Filter Schedule

AHU	Existing Filter Size (W × H × D)	Quantity	Total Filter Face Area
AHU 1.1	391 mm × 492 mm × 48 mm	4	0.769 m²
AHU 1.3	391 mm × 619 mm × 48 mm	1	
	391 mm × 492 mm × 48 mm	2	
	492 mm × 492 mm × 48 mm	2	1.111 m² combined
AHU 1.5	391 mm × 619 mm × 48 mm	2	0.484 m²

The existing filter sizes and face areas are provided solely as preliminary information for tender purposes.
The successful bidder shall verify the existing filter dimensions and shall determine the final filter arrangement, filter face area, filter classification and operating face velocity as part of the detailed design.

5.7. Preliminary Airflow and Capacity Schedule

AHU	Filter Face Area	Preliminary Airflow	Preliminary Cooling Capacity	Preliminary Electric-Heating Capacity
AHU 1.1	0.769 m²	1,539 L/s (5,540 m³/h)	28.7 kW (8.2 TR)	30 kW
AHU 1.3	1.111 m²	2,222 L/s (8,000 m³/h)	41.4 kW (11.8 TR)	42 kW
AHU 1.5	0.484 m²	968 L/s (3,485 m³/h)	18.0 kW (5.1 TR)	18 kW

The values in the above schedule are preliminary tender-stage estimates and shall not be interpreted as final equipment-selection values.

The Contractor shall verify the actual airflow and thermal requirements and shall submit the final equipment-selection information for the Employer's review and approval before procurement or manufacture.

5.8 Airflow Sensitivity Range

The following table indicates the potential variation in estimated airflow using a filter face-velocity range of 1.5 m/s to 2.5 m/s:

AHU	Airflow at 1.5 m/s	Airflow at 2.0 m/s	Airflow at 2.5 m/s
AHU 1.1	1,154 L/s	1,539 L/s	1,924 L/s
AHU 1.3	1,667 L/s	2,222 L/s	2,778 L/s
AHU 1.5	726 L/s	968 L/s	1,210 L/s

The sensitivity range is provided to demonstrate the potential variation in estimated airflow resulting from the assumed filter face velocity.
The final design airflow shall not be determined solely from the existing filter face area. The successful bidder shall verify the actual system requirements through site investigation, measurements, ductwork assessment and detailed engineering calculations.

6. TECHNICAL REQUIREMENTS

6.1. General Technical Requirements

The replacement chilled-water Air-Handling Units (AHUs) shall be designed, manufactured, supplied and installed as complete, integrated and fully operational systems.
The AHUs shall be suitable for continuous operation in a public theatre environment and shall be capable of achieving the verified airflow, cooling, heating, ventilation, static-pressure, acoustic and control requirements.

The final equipment selection shall be based on verified site conditions and detailed engineering calculations and shall not be based solely on the preliminary airflow and capacity information contained in this Specification.

The Contractor shall ensure that the replacement AHUs are compatible with the existing:

a) supply-air, return-air and fresh-air ductwork systems;
b) chilled-water supply and return systems;
c) electrical distribution infrastructure;
d) control and monitoring systems;
e) condensate drainage systems;
f) structural supports, equipment bases and plinths; and
g) operational and maintenance requirements of the Joburg Civic Theatre.

Each AHU shall be supplied complete with all equipment, components, controls, safety devices, access provisions and ancillary items required for safe, reliable, energy-efficient and maintainable operation.

6.2. AHU Configuration

Each replacement AHU shall incorporate, as applicable, the following functional sections:

a) fresh-air intake section;
b) return-air section;

c) fresh-air and return-air mixing-box section;
d) air-filtration section;
e) chilled-water cooling-coil section;
f) condensate drain-pan section;
g) electric-heating section, where required;
h) supply-fan and motor section;
i) fan discharge or supply-air section;
j) access and inspection sections;
k) control dampers, actuators, sensors and instrumentation; and
l) all associated safety and protective devices.

The final arrangement and sequence of the AHU sections shall be determined by the Contractor during detailed design and shall be submitted to the Employer for approval before procurement or manufacture.

6.3. AHU Casing and Construction

The AHU casing shall:
a) be rigid, durable and suitable for the anticipated operating conditions;
b) be manufactured from corrosion-resistant materials;
c) be adequately insulated to minimise heat gain, heat loss and external surface condensation;
d) provide sufficient structural strength to prevent excessive deflection, vibration or deformation during operation;
e) be suitably sealed to minimise uncontrolled air leakage;
f) incorporate thermally insulated construction to reduce thermal bridging;
g) be suitable for the anticipated internal operating pressures;
h) provide smooth internal surfaces that facilitate cleaning and maintenance;
i) prevent the accumulation of moisture within the casing; and
j) be suitable for long-term operation in the applicable installation environment.

The casing construction shall be selected and manufactured in accordance with recognised HVAC industry practice and applicable standards.

6.4. Access Doors and Inspection Panels

The AHUs shall incorporate adequately sized access doors and inspection panels to permit safe and practical access to all serviceable components.

Access shall be provided, as applicable, to:
a) air filters;
b) chilled-water cooling coils;

c) electric-heating coils;
d) condensate drain pans;
e) fans and motors;
f) dampers and actuators;
g) control components and sensors; and
h) other components requiring routine inspection, cleaning or maintenance.

Access doors shall:
a) be insulated and adequately sealed;
b) be rigid and resistant to deformation;
c) incorporate secure and durable latching arrangements;
d) be suitable for the operating pressure of the relevant AHU section;
e) be positioned to allow safe maintenance access; and
f) be arranged to prevent unintended opening during operation.

6.5. Fresh-Air, Return-Air and Mixing-Box Arrangements

Each AHU shall incorporate a suitable mixing-box arrangement for the controlled mixing of fresh air and return air.

The mixing-box arrangement shall include, as applicable:
a) fresh-air intake dampers;
b) return-air dampers;
c) exhaust-air or relief-air dampers, where required;
d) low-leakage opposed-blade or other approved control dampers;
e) suitably sized damper actuators;
f) mixed-air temperature sensors;
g) fresh-air and return-air control functions;
h) suitable control interlocks;
i) minimum fresh-air control;
j) protection against excessive cold-air intake, where required; and
k) all associated controls, sensors and safety devices.

The dampers shall be sized to minimise pressure loss and shall provide effective modulation over the required operating range.

The final fresh-air quantity and control sequence shall be determined during detailed design based on the verified ventilation requirements, occupancy levels, theatre operational requirements and applicable standards.

6.6. Air Filtration

Each AHU shall incorporate a suitable air-filtration system selected for the verified airflow and operating conditions.

The filtration system shall:

a) provide filtration performance equivalent to or better than the existing primary G4 filtration arrangement, subject to the approved final design;
b) be selected in accordance with the applicable filter classification and manufacturer requirements;
c) provide sufficient filter face area to prevent excessive face velocity;
d) operate within the filter manufacturer's recommended face-velocity range;
e) have acceptable initial and final operating pressure drops;
f) provide effective sealing to minimise air bypass around the filter elements;
g) incorporate suitable filter holding frames and retaining arrangements;
h) allow safe and practical access for inspection and replacement;
i) incorporate filter differential-pressure monitoring or indication; and
j) be suitable for the operating environment and required indoor-air quality.

The Contractor shall submit the proposed filter type, classification, face velocity, initial pressure drop, final recommended pressure drop and replacement criteria for approval.

6.7. Chilled-Water Cooling Coils

The chilled-water cooling coils shall be selected and designed based on verified air-side and water-side operating conditions.
The cooling coils shall:

a) achieve the verified required cooling capacity;
b) provide the required sensible and latent cooling performance;
c) be selected for the verified supply-air quantity and entering-air conditions;
d) be compatible with the available chilled-water supply and return temperatures;
e) be selected for the available chilled-water flow rate and differential pressure;
f) have acceptable air-side and water-side pressure losses;
g) be manufactured from suitable corrosion-resistant materials;
h) incorporate suitable headers and pipe connections;
i) incorporate air-venting and drainage provisions;
j) be installed to allow inspection and cleaning;
k) be arranged to prevent excessive condensate carry-over;
l) be suitable for the required operating pressure and temperature; and
m) be supported and installed in accordance with the manufacturer's requirements.

The Contractor shall submit detailed cooling-coil selection data, including the following:

a) entering-air temperature and relative humidity;
b) leaving-air temperature and relative humidity;
c) airflow quantity;
d) total cooling capacity;
e) sensible cooling capacity;
f) latent cooling capacity;
g) chilled-water entering and leaving temperatures;
h) chilled-water flow rate;
i) air-side pressure drop;
j) water-side pressure drop; and
k) coil dimensions and construction details.

6.8. Electric Heating Coils

Where electric heating is required, the electric-heating system shall be selected based on the verified airflow, mixed-air conditions, required supply-air temperature and heating duty.

Electric-heating coils shall:

a) be suitably rated for the verified heating duty;
b) be selected for the verified airflow and operating conditions;
c) be installed in an appropriate AHU section;
d) provide uniform air heating;
e) incorporate suitable over-temperature protection;
f) incorporate manual-reset high-temperature safety cut-outs, where required;
g) incorporate airflow-proving interlocks;
h) be interlocked with the supply-fan operation;
i) be protected against operation under low-airflow or fan-failure conditions;
j) be provided with suitable electrical isolation and overload protection; and
k) comply with applicable electrical and safety requirements.

The final heating capacity shall be verified by the Contractor and submitted for approval before procurement or manufacture.

6.9. Condensate Drain Pans and Drainage

Each cooling-coil section shall incorporate a suitably designed condensate drain pan.

The drain pan shall:

a) be corrosion resistant;
b) extend beneath the full cooling-coil area;

c) be suitably sized to collect condensate generated during operation;
d) be adequately sloped towards the drain connection;
e) prevent stagnant water accumulation;
f) be accessible for inspection and cleaning;
g) be insulated where necessary to prevent external condensation;
h) incorporate a suitably sized drain connection; and
i) be connected to a correctly designed condensate trap and drainage system.

The condensate drainage system shall be tested to confirm that it operates without leakage, overflow, blockage, air entrainment or water carry-over.

6.10. Supply Fans

Supply fans shall be selected to achieve the verified design airflow at the verified total static-pressure duty.
The supply fans shall:

a) operate within the manufacturer's recommended performance range;
b) be selected for efficient operation at the normal duty point;
c) provide stable operation throughout the anticipated operating range;
d) be suitable for variable-speed operation, where required;
e) be dynamically balanced;
f) be installed using suitable vibration-isolation arrangements;
g) be connected to the ductwork using suitable flexible connections;
h) be accessible for inspection, cleaning and maintenance;
i) be selected to minimise operational noise and vibration;
j) be suitable for continuous operation; and
k) be selected to avoid excessive fan speed, vibration or unstable operation.

The Contractor shall submit fan-selection information, including:

a) fan manufacturer and model;
b) design airflow;
c) total and external static pressure;
d) fan speed;
e) fan efficiency;
f) motor rating;
g) absorbed power;
h) sound data; and
i) fan-performance curves.

6.11. Motors and Variable-Speed Drives

Fan motors shall:

a) be suitably rated for the selected fan duty;
b) be suitable for continuous operation;
c) be compatible with the available electrical supply;
d) incorporate suitable electrical and thermal protection;
e) be selected to operate within the manufacturer's recommended load range;
f) be suitable for the anticipated installation environment; and
g) be accessible for inspection and maintenance.

Where variable-speed drives are required, the drives shall:

a) be correctly sized for the selected motor;
b) provide smooth speed control;
c) incorporate suitable overload and fault protection;
d) be compatible with the proposed control system;
e) provide local control and indication, where required;
f) provide suitable fault and status signals;
g) be installed in a suitable environment; and
h) be commissioned in accordance with the manufacturer's requirements.

6.12. Vibration Isolation and Flexible Connections

The Contractor shall provide suitable vibration-control measures to prevent the transmission of excessive vibration to the building structure and connected services.

The installation shall include, where required:

a) spring or resilient vibration isolators;
b) anti-vibration mountings;
c) flexible duct connections;
d) flexible chilled-water connections;
e) vibration-isolated pipe supports; and
f) other measures required to control vibration and structure-borne noise.

The vibration-isolation system shall be selected based on the final equipment mass, operating speed and installation conditions.

6.13. Chilled-Water Connections and Pipework

The Contractor shall provide all chilled-water pipework, fittings and connections required for the complete integration of the replacement AHUs.

The chilled-water installation shall include, where applicable:

a) isolation valves;
b) balancing valves;
c) control valves and actuators;
d) strainers;
e) pressure and temperature test points;
f) air vents;
g) drain valves;
h) flexible connections, where required;
i) pipe supports, anchors and guides;
j) pipe insulation;
k) protective cladding, where required;
l) identification labels and flow-direction markings; and
m) all fittings and accessories required for complete operation.

The Contractor shall verify the existing chilled-water system capacity and ensure that the final cooling-coil selection is compatible with the available chilled-water flow and differential pressure.

All modified or new chilled-water pipework shall be pressure-tested, flushed, cleaned, vented and commissioned before final handover.

6.14. Electrical Requirements

The Contractor shall verify the available electrical supply and provide all electrical works required for the complete operation of the replacement AHUs.
The electrical works shall include:

a) electrical isolators;
b) motor-control equipment;
c) variable-speed drives, where required;
d) circuit protection;
e) overload protection;
f) power and control cabling;
g) cable containment and supports;
h) earthing and bonding;
i) electrical identification and labelling;
j) connection of fans, motors, heaters, actuators, sensors and controls;
k) electrical testing and verification; and
l) updated electrical load schedules and drawings.

All electrical installations shall comply with applicable legislation, regulations, standards and the Employer's site requirements.

6.15. Controls and Instrumentation

The Contractor shall provide all controls, sensors, actuators, instrumentation, control panels, wiring, programming and interfaces required for safe and efficient AHU operation.

The control system shall provide, as applicable:

a) supply-fan start and stop control;
b) variable-speed fan control;
c) fan-status monitoring;
d) supply-air temperature control;
e) mixed-air temperature monitoring;
f) chilled-water control-valve modulation;
g) fresh-air and return-air damper control;
h) minimum fresh-air control;
i) filter differential-pressure monitoring;
j) fan-failure alarms;
k) high-temperature and low-temperature alarms;
l) electric-heater safety interlocks;
m) frost protection, where required;
n) fault and alarm indication;
o) equipment status monitoring; and
p) integration with the existing building-management system, where applicable.

The Contractor shall submit a detailed control schematic, points schedule and sequence of operation for approval before installation.

6.16. Noise and Vibration Requirements

The replacement AHUs shall be designed and installed to minimise operational noise and vibration.
The Contractor shall:

a) select fans and motors suitable for low-noise operation;
b) provide suitable vibration-isolation systems;
c) provide flexible duct and pipe connections where required;
d) prevent excessive transmission of structure-borne noise;
e) ensure that the equipment does not produce abnormal vibration, rattling or mechanical noise; and
f) verify the operational noise and vibration levels during commissioning.

Where the final design indicates that additional acoustic treatment is required, the Contractor shall provide suitable measures, subject to the Employer's approval.

6.17. Equipment Identification and Labelling

All AHUs and associated components shall be clearly identified.
The Contractor shall provide durable labels for:

a) each AHU;
b) fans and motors;
c) electrical isolators and control panels;
d) chilled-water valves;
e) control valves and actuators;
f) filters and filter sections;
g) sensors and instruments;
h) chilled-water pipework;
i) condensate drain connections; and
j) other equipment requiring operational or maintenance identification.

Labels shall be durable, legible and suitable for the installation environment.

6.18. Maintainability and Access

The replacement AHUs shall be designed and installed to provide safe and practical access for operation, inspection, cleaning, servicing and component replacement.
The Contractor shall ensure that:

a) filters can be safely removed and replaced;
b) cooling coils can be inspected and cleaned;
c) condensate drain pans can be inspected and cleaned;
d) fans and motors are accessible for maintenance;
e) control components are accessible;
f) access doors can be opened without obstruction;
g) adequate maintenance clearances are provided;
h) equipment can be serviced without unnecessary removal of permanent building components; and
i) safe access arrangements are provided where equipment is installed at elevated or restricted locations.

6.19. Technical Submissions

Before procurement, manufacture or installation, the Contractor shall submit the following for the Employer's review and approval:

a) detailed AHU technical data sheets;

b) final equipment-selection schedules;
c) general-arrangement drawings;
d) equipment dimensions and weights;
e) airflow and static-pressure calculations;
f) fan-selection curves;
g) cooling-coil selection calculations;
h) chilled-water flow and pressure-drop calculations;
i) electric-heating calculations, where applicable;
j) filter-selection information;
k) motor and electrical load information;
l) electrical drawings and load schedules;
m) control schematics and points schedules;
n) control sequences;
o) ductwork and chilled-water connection details;
p) structural support and equipment-base details;
q) vibration-isolation details;
r) installation drawings;
s) method statements; and
t) installation and commissioning programmes.

Approval of technical submissions shall not relieve the Contractor of responsibility for the adequacy, correctness, compliance or performance of the final design, equipment selection or completed Works.

7. SITE INSPECTION AND VERIFICATION

Bidders shall familiarise themselves with the site and verify all conditions necessary to prepare an accurate and complete bid for the replacement of the chilled-water AHUs. The site inspection shall cover all factors that may affect the design, supply, delivery, removal, installation, connection, testing, commissioning and handover of the Works.

The successful bidder shall conduct a detailed site verification before finalising the AHU design, equipment selection, procurement, manufacture or installation. Verification shall include:

- Existing AHUs: Equipment dimensions, configuration, airflow arrangements, installation footprint, equipment condition, supports, access, maintenance clearances and physical constraints.
- Air-side systems and ductwork: Duct dimensions, routing, condition, airflow quantities, pressure losses, filter face areas, dampers, air leakage and required ductwork modifications.

- Chilled-water systems: Pipe sizes and condition, connection points, water temperatures, flow rates, differential pressure, valves, strainers, system capacity, pipe supports, insulation and cooling-coil compatibility.
- Electrical systems: Available supply, electrical capacity, distribution boards, circuits, cables, protective devices, isolators, motor controls, earthing and requirements for electrical upgrades.
- Controls and BMS integration: Existing control arrangements, sensors, actuators, control points, communication requirements, wiring, alarms, operating sequences and required system modifications.
- Structural and installation requirements: Equipment bases, plinths, structural capacity, floor loading, equipment weight, vibration isolation, installation clearances and maintenance access.
- Access, delivery and lifting: Delivery routes, vehicle access, loading areas, internal access, opening dimensions, lifting requirements, equipment removal routes and temporary works.
- Operational constraints: Theatre performances, rehearsals, events, working hours, restricted periods, shutdown requirements, noise, dust and vibration limitations, and protection of theatre facilities and occupants.
- Preliminary design information: Verification of airflow, static pressure, cooling capacity, chilled-water conditions, heating requirements, fan and motor duties, and final equipment selection.

The Contractor shall submit a detailed Site Verification Report before procurement, manufacture or installation. The report shall identify verified conditions, measurements, infrastructure requirements, constraints, risks, discrepancies, proposed mitigation measures and the final equipment selection.

Any material discrepancy, obstruction, unsafe condition or unforeseen site condition shall be reported to the Employer in writing, together with its potential impact and proposed corrective measures. No affected work may proceed without the Employer's written instruction.

The successful bidder remains fully responsible for the accuracy of all site measurements, detailed design, equipment selection, installation, compatibility and final performance of the replacement AHU systems. Any review or approval by the Employer shall not transfer or reduce the Contractor's responsibility.

8. CONTRACTOR'S DESIGN RESPONSIBILITY

The Contractor shall be fully responsible for the detailed engineering design, site verification, final equipment selection and performance of the replacement chilled-water AHUs and all associated systems.

The preliminary airflow, cooling-capacity and electric-heating information provided in the Specification is intended only as a common basis for tender pricing and shall not be regarded as

final design information. The Contractor shall verify all site conditions and undertake the necessary engineering calculations and assessments before finalising the design.

The Contractor's design responsibilities shall include:

- Verifying the required supply-air, return-air, fresh-air and exhaust-air quantities.
- Determining the final design airflow, external and total static pressures, and ductwork requirements.
- Performing detailed cooling-load calculations and determining the required sensible, latent and heating capacities.
- Verifying indoor and outdoor design conditions, supply-air temperature, humidity requirements and fresh-air proportions.
- Verifying chilled-water temperatures, flow rates and differential pressures and selecting suitable cooling coils.
- Selecting suitable filters, fans, motors, variable-speed drives, dampers, actuators, sensors, control valves and control equipment.
- Verifying electrical loads and the adequacy of the existing electrical infrastructure.
- Designing suitable fresh-air, return-air and mixed-air arrangements.
- Providing appropriate vibration isolation and acoustic-control measures.
- Verifying structural supports, equipment bases, installation requirements and maintenance access.
- Ensuring compatibility with the existing ductwork, chilled-water, electrical, controls, building-management-system and drainage systems.
- Providing all ancillary equipment and works necessary for safe, complete and reliable operation.

The final AHU selection shall be based on verified site conditions and approved engineering calculations. Each AHU shall achieve the required airflow, cooling and heating performance, operate efficiently within the manufacturer's recommended range, accommodate the required static pressure, and be compatible with the available chilled-water and electrical systems.

The Contractor shall coordinate the final design with the Employer and all affected building-services systems, including ductwork, chilled-water pipework, electrical supplies, controls, drainage, structural supports, access arrangements and installation sequencing. All design conflicts shall be identified and resolved before procurement or installation.

The final design shall comply with the Specification, applicable South African legislation, relevant SANS standards, HVAC engineering practices, occupational-health-and-safety requirements, manufacturer requirements and the Employer's approved technical requirements. Where requirements conflict, the more stringent requirement shall apply, unless otherwise instructed in writing by the Employer.

Where required, the design shall be undertaken, reviewed or approved by suitably qualified and competent engineering professionals, and all relevant calculations, certifications and supporting documentation shall be provided.

The Contractor shall remain fully responsible for the accuracy, adequacy, safety, compliance, installation quality, performance and reliability of the completed AHU systems. Any review, comment or approval by the Employer shall not relieve the Contractor of these responsibilities.

9. QUALITY REQUIREMENTS AND QUALITY ASSURANCE

All replacement AHUs, components, materials, equipment and associated works shall be new, unused, defect-free, durable, energy-efficient and fit for their intended purpose. The equipment shall be suitable for continuous operation in a public theatre environment and comply with the approved technical submissions, applicable legislation, relevant SANS standards, manufacturer requirements and recognised HVAC industry practices.
The AHU systems shall be compatible with the existing building-services infrastructure and shall provide adequate insulation, corrosion resistance, safe maintenance access, low operational noise and vibration, and applicable manufacturer warranties.

The Contractor shall establish and maintain a comprehensive quality-assurance and quality-control system covering:

- Inspection and test plans;
- Material and equipment inspections;
- Installation inspections;
- Testing and commissioning procedures;
- Control of non-conforming work;
- Corrective-action procedures;
- Document control and quality records; and
- Final inspection and handover.

All equipment and materials shall be inspected before delivery and installation to confirm compliance with approved submissions, correct equipment type and configuration, satisfactory condition, performance compliance, proper identification and availability of manufacturer documentation. Damaged, defective or non-compliant equipment shall not be installed.

All installation work shall be performed by suitably qualified and experienced personnel in accordance with approved drawings, method statements, manufacturer instructions, applicable standards and recognised HVAC practices. The completed installation shall be correctly positioned, securely supported, accessible for maintenance, free from air and water leaks, excessive noise and vibration, and fully integrated with the existing building-services systems.

The Contractor shall prepare Inspection and Test Plans (ITPs) identifying inspection activities, acceptance criteria, testing methods, responsible personnel, required records, hold points,

witness points and corrective actions. Work shall not proceed beyond identified hold points without the required inspection or approval.

Complete quality-control records shall be maintained and submitted before final handover. These shall include equipment and installation inspections, material compliance, pressure testing, pipework flushing, electrical testing, air and water balancing, control-system testing, safety-device testing, commissioning, non-conformance reports, corrective actions and final acceptance records.

Any non-conforming work, material or equipment shall be identified, recorded, controlled and corrected. Defective work shall be repaired or replaced, and all relevant inspections and tests shall be repeated. No defective or non-compliant work may be accepted without the Employer's written approval.

Testing, adjusting and balancing shall be conducted using suitable and calibrated instruments. The Contractor shall verify and record airflow quantities, fan and motor performance, static pressures, chilled-water flow and temperatures, air temperatures, cooling and heating performance, filter pressure drops, noise, vibration, controls and safety-device operation.

Before final handover, the Contractor shall complete a final inspection confirming that all works are complete, systems are correctly installed, tested and commissioned, required airflow and thermal performance have been achieved, defects have been rectified, documentation and training have been completed, and the installation is ready for handover.

The Employer may inspect the equipment, materials, manufacturing, installation, testing, commissioning and quality records at any reasonable stage. However, any inspection, review, comment or approval by the Employer shall not relieve the Contractor of responsibility for the quality, safety, compliance, adequacy or final performance of the Works.

10. INSTALLATION REQUIREMENTS

The Contractor shall provide all labour, supervision, materials, equipment, tools, lifting equipment, temporary works and ancillary services required for the complete, safe and proper removal of the existing AHUs and installation of the replacement chilled-water AHUs.

All work shall comply with approved technical submissions, drawings, method statements, manufacturer instructions, applicable legislation, relevant standards, recognised HVAC practices and the Employer's site requirements. The completed installation shall ensure safe operation, reliable performance, energy efficiency, maintainability and compatibility with the existing building-services infrastructure.

The installation requirements include:

- Removal of existing AHUs: Obtain written approval for shutdowns and removal activities; safely isolate all affected systems; implement approved permits, method statements, risk assessments and lifting plans; protect the building and theatre facilities; disconnect and remove existing AHUs using approved lifting methods; dispose of redundant equipment and waste lawfully; and repair any damage caused.
- Equipment bases and structural works: Verify the adequacy of existing bases, plinths and structural supports. Provide new or modified bases, support frames, structural strengthening, anchoring arrangements and vibration-isolation systems where required. All supports shall accommodate the final equipment weight, operating loads and vibration characteristics.
- Positioning and installation: Install AHUs in approved locations, correctly levelled, aligned, securely supported and protected from damage. Adequate access and clearances shall be maintained for inspection, operation, servicing and replacement of filters, coils, fans, motors, dampers, controls and other components.
- Ductwork and air-side connections: Provide all required ductwork modifications, transitions, connection pieces, flexible connections, supports, insulation, access panels, balancing dampers and fresh-air, return-air and exhaust-air connections. Ductwork shall be properly sealed and designed to minimise air leakage and unnecessary pressure losses.
- Chilled-water pipework: Provide all required pipework modifications, valves, control equipment, strainers, test points, vents, drains, flexible connections, supports, insulation, identification and accessories. Pipework shall be properly aligned and supported to prevent stress on the AHU coils and shall be pressure-tested, flushed, cleaned, vented and commissioned before operation.
- Condensate drainage: Provide complete and correctly sized drainage systems, including suitable traps, drainage pipework, adequate falls, access points and insulation where required. The system shall be tested and operate without leakage, overflow, blockage, stagnant water or water carry-over.
- Electrical installation: Provide all required isolators, motor controls, variable-speed drives, protection devices, cabling, containment, earthing, bonding, equipment connections, labelling, testing and updated electrical documentation. All electrical work shall be completed by suitably qualified and authorised personnel.
- Controls and instrumentation: Install and commission all control panels, sensors, actuators, control valves, dampers, monitoring devices, safety interlocks and associated wiring. Integrate the AHUs with the existing building-management system where applicable, verify all control points and communication interfaces, and test the complete control sequence.
- Vibration and noise control: Provide suitable vibration-isolation and acoustic-control measures, including resilient mountings, flexible duct and pipe connections, vibration-isolated supports and acoustic treatment where required. The installation shall not cause excessive vibration, abnormal noise or disruption to theatre operations.
- Identification and labelling: Provide durable and legible labels for AHUs, fans, motors, electrical equipment, chilled-water pipework, valves, filters, sensors, controls, condensate connections and other operational or maintenance components.

- Protection, housekeeping and reinstatement: Protect equipment and existing facilities from dust, moisture, debris and damage; maintain safe and orderly work areas; remove waste and temporary works; keep access routes and emergency exits clear; clean all affected areas; and reinstate the site to a condition acceptable to the Employer.

11. TESTING, ADJUSTING, BALANCING AND COMMISSIONING

The Contractor shall carry out complete testing, adjusting, balancing and commissioning (TABC) of the replacement chilled-water AHUs and all associated mechanical, chilled-water, electrical, control and air-distribution systems.

Testing and commissioning shall confirm that the completed installation:

- Complies with the approved design, technical submissions and performance requirements;
- Achieves the required airflow, static pressure, cooling and heating performance;
- Operates safely, reliably and efficiently;
- Integrates correctly with the existing chilled-water, ductwork, electrical and control systems;
- Operates in accordance with the approved control sequence; and
- Is ready for operational handover.

The Contractor shall provide all required specialist personnel, calibrated measuring instruments, testing equipment and resources.

The commissioning process shall include:

- Pre-commissioning inspections: Confirm that all AHUs, coils, filters, pipework, drainage, ductwork, electrical systems, fans, motors, dampers, sensors, controls, safety devices and interlocks have been correctly installed, tested and are safe for commissioning. All deficiencies shall be rectified before functional testing begins.
- Chilled-water system testing: Pressure-test, flush, clean and vent all new or modified pipework; check for leaks; verify chilled-water temperatures, flow rates and differential pressure; adjust balancing valves; test control valves; verify coil pressure drops and confirm cooling-coil performance.
- Air-side testing and balancing: Measure supply, return, fresh-air and exhaust-air quantities; adjust fan speeds and balancing dampers; verify air-mixing arrangements; measure external and total static pressures; assess pressure drops across filters, coils and other components; verify fan operating conditions and motor loads; and confirm that fans operate within the manufacturer's recommended performance range.
- Electrical testing: Verify supply voltage, phase configuration, continuity, insulation resistance, earthing, bonding, protective devices, motor controls, motor rotation, electrical loads, variable-speed drives, isolators, electric-heating circuits, alarms and fault indications. Required electrical test records and certificates shall be submitted.

- Controls and functional testing: Demonstrate correct operation of AHU start/stop functions, fan-speed control, temperature control, chilled-water valves, fresh-air and return-air dampers, filter monitoring, alarms, safety interlocks, frost protection, fault indications and BMS communication. Controls and protective devices shall be tested under both normal and simulated fault conditions.
- Cooling and heating performance testing: Measure air temperatures and humidity, chilled-water temperatures and flow rates, cooling-coil performance, sensible and total cooling performance where measurable, heating performance and temperature-control stability. Each AHU shall achieve the approved design performance under representative operating conditions.
- Noise and vibration testing: Inspect for abnormal vibration, rattling, mechanical noise and loose components; verify the effectiveness of vibration isolation; assess noise in equipment and affected theatre areas where required; and implement corrective measures where necessary.
- Integrated system testing: Demonstrate that the replacement AHUs operate correctly with the existing chilled-water, ductwork, electrical, control and monitoring systems. Testing shall include normal operation, reduced airflow conditions where applicable, simulated equipment or control failures, and safe shutdown and restart functions.

Where the required performance is not achieved, the Contractor shall identify the cause, propose corrective measures, repair or replace defective equipment or work, repeat all affected tests and submit updated records. Deficiencies resulting from defective design, equipment selection, materials, workmanship or installation shall be corrected at no additional cost to the Employer.

Before final handover, the Contractor shall submit complete commissioning documentation, including pre-commissioning checklists, pressure-test and flushing records, water and air balancing reports, fan and motor test results, cooling and heating performance results, control and safety test records, noise and vibration assessments, calibration certificates, corrective-action records and final commissioning certificates.

12. TRAINING, DOCUMENTATION AND HANDOVER

The Contractor shall provide complete training, operating and maintenance documentation, technical records and handover services to enable the Employer's nominated personnel to safely and effectively operate, monitor, inspect and maintain the replacement chilled-water AHUs.

The requirements include:

- Practical training: Training shall be provided by suitably qualified personnel and shall cover AHU configuration and operation, start-up and shutdown procedures, fans and variable-speed drives, fresh-air and return-air systems, chilled-water cooling, electric heating where applicable, controls and BMS integration, alarms, fault response, filter replacement, coil cleaning, condensate drainage maintenance, fan and motor

inspections, chilled-water controls, preventative maintenance, servicing intervals, safety precautions and emergency shutdown procedures.

- Training records: The Contractor shall submit records showing the training date and location, topics covered, attendees, trainer qualifications, attendance registers and copies of training materials.
- Operating and maintenance manuals: Complete manuals shall be provided for the AHUs and associated systems. These shall include system descriptions, equipment schedules, operating instructions, normal and emergency procedures, control sequences, alarm and fault information, preventative-maintenance schedules, inspection and servicing procedures, maintenance requirements, troubleshooting guides, manufacturer information and recommended spare parts.
- Technical and handover documentation: Before final handover, the Contractor shall submit approved technical data sheets, final equipment and performance schedules, engineering calculations, fan curves, electrical and control documentation, installation and connection drawings, inspection and testing records, TABC and commissioning reports, electrical certificates, warranties, serial-number schedules, maintenance plans, spare-parts lists, training records and final handover certificates.
- As-built drawings: Accurate drawings shall be submitted showing the final installed AHU locations and dimensions, ductwork modifications, chilled-water pipework and valves, condensate drainage, electrical and control connections, structural supports, equipment identification and all changes made during the Works.
- Warranties and guarantees: The Contractor shall provide all applicable manufacturer and Contractor warranties. Warranty documentation shall clearly identify the covered equipment, warranty period and commencement date, conditions, exclusions, defect-reporting procedures and support contact details.
- Final inspection and handover: A joint final inspection shall be conducted with the Employer to confirm that all works, installations, connections, testing, balancing, commissioning, performance demonstrations, safety systems, training, documentation, labelling, cleaning and defect rectification have been completed. The AHU systems shall be safe, fully operational and ready for use.
- Final acceptance: The Works shall be regarded as complete only after all contractual requirements have been fulfilled, defects and outstanding work have been rectified, performance tests have been successfully completed, documentation has been accepted, training has been completed, work areas have been reinstated and the Employer has issued written final acceptance.

Final acceptance shall not relieve the Contractor of any continuing obligations relating to warranties, guarantees, defects or other post-handover responsibilities.

13. HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with all applicable occupational health and safety, environmental, labour and site-safety legislation, regulations, standards and requirements. The Contractor shall

be fully responsible for managing the health, safety and environmental risks associated with all activities under its control.

The Contractor shall provide and maintain a safe working environment for employees, subcontractors, Employer personnel, theatre staff, performers, contractors, visitors, patrons and all other persons affected by the Works.

The key requirements include:

- Health and Safety Plan: Before commencing work, the Contractor shall submit a project-specific Health and Safety Plan for the Employer's review and acceptance. The plan shall address responsibilities, competent personnel, risk assessments, safe-work procedures, emergency response, incident reporting, PPE, site access, working at height, lifting, electrical safety, lockout and isolation, hot work, housekeeping, fire prevention, environmental controls and monitoring arrangements. Work may not commence until the required documentation and site approvals have been obtained.
- Risk assessments and method statements: The Contractor shall prepare task-specific risk assessments and safe-work procedures for all significant activities, including AHU removal, lifting, equipment handling, work at height, electrical and chilled-water isolation, hot work, confined-space activities, installation in occupied areas, dust, noise, vibration, hazardous substances and emergency evacuation. Personnel shall be briefed before undertaking the relevant work.
- Competent personnel: All personnel shall be appropriately qualified, trained, competent and authorised for their assigned duties. This includes electrical work, lifting and rigging, machinery operation, welding, work at height, chilled-water work, controls installation and testing and commissioning. Relevant licences, permits, certificates and competency records shall be maintained and made available to the Employer.
- Personal protective equipment: Suitable PPE shall be provided and enforced according to the identified risks. PPE may include safety footwear, helmets, high-visibility clothing, gloves, eye and hearing protection, respiratory protection and fall-arrest equipment. PPE shall supplement, not replace, appropriate engineering and administrative safety controls.
- Site access and public protection: Work areas shall be clearly defined and secured using barriers, barricades and warning signs. The Contractor shall prevent unauthorised access, maintain safe routes and emergency exits, provide temporary walkways where required, ensure adequate lighting and protect theatre staff, performers, patrons and visitors from construction hazards.
- Electrical safety: Electrical work shall be performed only by authorised personnel. Electrical systems shall be identified, approved shutdowns obtained, isolated, locked and tagged, verified as de-energised and protected against unauthorised re-energisation. Electrical installations shall be tested and certified before energisation.
- Chilled-water safety: The Contractor shall obtain approval before isolating chilled-water systems, safely isolate and depressurise affected pipework, control drainage, prevent

uncontrolled water discharge and protect electrical equipment and building finishes from water damage.

- Lifting and rigging: All lifting activities shall be properly planned and performed using suitable, inspected and correctly rated equipment. Competent operators and rigging personnel shall be used, exclusion zones established, suspended loads controlled, equipment weight and centre of gravity verified, and lifting activities coordinated with the Employer.
- Fire prevention and hot work: Hot work shall require the necessary approval and permits. The Contractor shall control combustible materials, provide firefighting equipment and fire watches where required, prevent smoke and fumes from affecting theatre operations, protect fire systems and maintain emergency access and escape routes.
- Environmental management: The Contractor shall minimise environmental impacts by preventing pollution, controlling dust, debris, noise and vibration, preventing uncontrolled discharges, managing materials responsibly, reducing unnecessary energy and water use, controlling equipment and vehicle emissions, and complying with environmental requirements.
- Waste management: All construction and removed materials, including AHU components, ductwork, pipework, cables, insulation, filters, packaging, debris and hazardous waste, shall be safely stored, transported and disposed of in accordance with applicable legislation. Waste-disposal records shall be provided where required.
- Housekeeping: Work areas shall be kept clean, safe and orderly. Waste shall be removed regularly, combustible materials and trip hazards controlled, access routes and emergency exits kept clear, and all areas cleaned and reinstated upon completion.
- Incidents and emergency procedures: All accidents, incidents, near misses, dangerous occurrences and environmental incidents shall be reported promptly in accordance with legislation and site procedures. The Contractor shall provide first-aid arrangements, maintain emergency contacts, ensure personnel understand emergency procedures, investigate incidents, implement corrective actions and submit required reports.

14. SITE COORDINATION AND PROTECTION OF THEATRE OPERATIONS

The Contractor shall coordinate and manage all activities required for the successful execution of the Works while minimising disruption to Joburg City Theatres' operations. The Works will be undertaken in an operational theatre environment that may include performances, rehearsals, public events, technical productions, staff, performers, patrons, visitors and other service providers.

The Contractor shall plan and execute the Works in a manner that protects theatre operations, occupants, equipment, facilities, building finishes and the public.

The key requirements include:

- Coordination with the Employer: The Contractor shall coordinate all activities with the Employer's Representative, attend site and progress meetings, provide advance notice of

planned activities, coordinate access, deliveries, equipment movement, shutdowns, lifting, testing and commissioning, provide progress updates, and promptly report risks, delays, constraints and unforeseen conditions.

- Programme and scheduling: The Contractor shall prepare and maintain a detailed programme covering design submissions, procurement, manufacturing, delivery, removal of existing AHUs, installation, ductwork, chilled-water, electrical and control works, testing, balancing, commissioning, training, documentation, handover and key milestones. The programme shall be updated when changes or delays occur.
- Protection of theatre activities: Work shall be coordinated to avoid unnecessary disruption to performances, rehearsals, events, production activities, public access, staff operations and emergency arrangements. Disruptive activities may not be undertaken during restricted periods without the Employer's prior written approval.
- Shutdowns and service interruptions: No shutdown, isolation or interruption of building services may occur without prior written approval. Shutdown requests shall identify the affected systems, timing, duration, operational impacts, mitigation measures, responsible personnel, isolation and reinstatement procedures, and contingency arrangements.
- Noise, dust and vibration control: The Contractor shall schedule disruptive work outside approved operating periods, use suitable low-noise equipment, provide acoustic screening and dust containment where required, protect auditoriums and occupied areas from dust, monitor vibration and immediately address excessive noise, dust or vibration.
- Protection of theatre equipment and finishes: Theatre seating, stage and auditorium finishes, lighting and sound systems, production equipment, building services, floors, walls, ceilings, doors and other sensitive assets shall be protected. Any damage caused by the Contractor shall be repaired or replaced at no additional cost to the Employer.
- Access and security: The Contractor shall ensure that personnel are authorised, comply with site security and sign-in procedures, restrict access to approved work areas, secure tools and materials, maintain clear access routes and avoid obstructing public areas or emergency exits.
- Deliveries and material handling: All deliveries shall be coordinated and approved in advance. The Contractor shall use approved delivery areas, safely unload and move equipment, protect building finishes, maintain clear access routes and promptly remove packaging and waste.
- Temporary services: Where necessary to maintain essential theatre operations, the Contractor shall provide approved temporary ventilation, cooling, heating, electrical supplies, controls, monitoring, barriers or alternative access arrangements.
- Communication and reporting: The Contractor shall provide advance notice of deliveries, equipment removal, lifting, shutdowns, disruptive work, access restrictions, testing, commissioning, programme changes and unexpected service interruptions. Regular progress reports shall include completed and planned activities, programme status, technical submissions, procurement, safety, quality, risks, delays, mitigation measures and outstanding actions.
- Reinstatement: On completion, the Contractor shall remove temporary works and protection, remove waste, clean affected areas, repair damage, reinstate finishes and

building elements, restore access routes and hand over the site in a clean, safe and operational condition.

The Contractor remains responsible for managing and coordinating all Contract activities and shall not be entitled to additional payment or an extension of time for foreseeable operational constraints that could reasonably have been identified during the site inspection or coordination process. Any material condition affecting cost, programme, safety, quality or theatre operations shall be reported promptly to the Employer.

15. APPLICABLE STANDARDS

The Contractor shall ensure that the replacement chilled-water AHUs and all associated mechanical, electrical, chilled-water, ductwork, control and ancillary works comply with all applicable South African legislation, regulations, municipal by-laws, fire-safety requirements, relevant SANS standards, recognised HVAC and international standards, manufacturer requirements and accepted industry practice.

Compliance shall include, among other requirements:

- Occupational health and safety, construction, environmental and waste-management legislation;
- National Building Regulations and applicable electrical-installation requirements;
- AHU design, construction, performance and energy efficiency;
- Ventilation, air-conditioning, air distribution, ductwork and thermal insulation;
- Electrical systems, motors, variable-speed drives and control equipment;
- Chilled-water pipework, valves, fittings, insulation and associated components;
- Air-filtration performance and classification;
- Fire safety, structural supports and equipment bases; and
- Testing, adjusting, balancing and commissioning.

The Contractor shall submit a standards-compliance schedule identifying all standards applied to the detailed design, equipment selection and installation. Applicable standards may include SANS 10400, SANS 10142-1, SANS 204, SANS 10173, EN 1886, EN 13053, relevant ISO standards and manufacturer requirements.

Air filters shall comply with ISO 16890 or an Employer-approved equivalent, supported by technical information and relevant test certificates. Electrical works must be undertaken by suitably qualified and authorised personnel and include appropriate protection, isolation, earthing, testing, certification and identification.

Chilled-water pipework must be suitable for the operating conditions and be properly supported, pressure-tested, flushed, cleaned, vented, insulated and identified. Ductwork must be adequately supported and sealed, minimise air leakage and pressure losses, provide maintenance access and include insulation or acoustic treatment where required.

Controls and building-management-system interfaces must provide reliable, accurate and safe AHU operation, including alarms, fault indications, safety interlocks and compatibility with existing systems. Testing and commissioning must use suitable calibrated instruments and verify the required airflow, pressures, cooling and heating performance, electrical operation, controls, alarms, safety devices and integrated system performance.

Any alternative or equivalent standard requires the Employer's prior written approval and must provide an equivalent or higher level of safety, quality and performance. Where requirements conflict, the requirement providing the highest level of safety, quality, performance and reliability shall apply, subject to the Employer's written direction.

16. INSURANCE REQUIREMENTS

The Contractor shall, at its own cost, procure and maintain all insurance required under the Contract and applicable South African legislation for the duration of the Contract and, where applicable, throughout the Defects Liability Period.

The Contractor shall ensure that all subcontractors appointed in connection with the Works maintain adequate and appropriate insurance cover commensurate with the nature and extent of their work. The Contractor shall remain responsible for ensuring that all required insurance policies remain valid and in force, irrespective of whether any portion of the Works is performed by subcontractors.

The Contractor shall not commence the Works until all required insurance documentation has been submitted to and accepted by the Employer.
Before commencement of the Works, the Contractor shall submit valid proof of the following, where applicable:

a) a valid COIDA Letter of Good Standing;
b) Public Liability Insurance with a minimum indemnity limit of R5,000,000 (Five Million Rand) per occurrence, or such higher amount as may be specified in the Contract Data;
c) Contractors' All Risks Insurance covering the Works, replacement AHUs, equipment, materials, components and temporary works;
d) Professional Indemnity Insurance where the Contractor is responsible for design, engineering, equipment selection or other professional services;
e) adequate insurance for plant, machinery, tools, lifting equipment, motor vehicles and other assets used in the execution of the Works; and
f) any additional insurance required by applicable legislation, the Contract, the Employer, the Contractor's risk assessments or the nature and value of the Works.

All required insurance shall remain valid and uninterrupted throughout the Contract Period and, where applicable, throughout the Defects Liability Period. The Contractor shall renew or replace any insurance policy before its expiry and shall submit updated proof of insurance to the

Employer. The Contractor shall immediately notify the Employer in writing of any cancellation, suspension, reduction in cover, material amendment or other change that may affect the adequacy or validity of the required insurance.

Failure by the Contractor to procure, maintain or provide satisfactory evidence of the required insurance shall constitute a material breach of the Contract. Without limiting any other rights or remedies available under the Contract, the Employer may prevent the Contractor from commencing or continuing the Works, suspend access to the site, require the Contractor to remedy the non-compliance or take any other action permitted under the applicable conditions of contract.

The Contractor's obligation to maintain insurance shall not limit or reduce its legal or contractual liability for the proper execution of the Works, compliance with the Contract and applicable legislation, or any loss, damage, injury, death or other liability arising from its activities.
This version removes repetition while retaining the key insurance obligations, minimum public-liability cover, submission requirements, continuity requirements and consequences of non-compliance.

17. JOINT VENTURES, CONSORTIA AND JOINT LIABILITY

Where the Contractor is a **joint venture, consortium or other unincorporated association**, all members shall be **jointly and severally liable** for the full performance of the Contract. The Employer may hold any individual member responsible for the full contractual obligations without first pursuing the other members.

Within **seven (7) calendar days of appointment**, the Contractor shall nominate one authorised representative with full authority to act, communicate, make decisions and bind all members in matters relating to the Contract and execution of the Works. The appointment of the representative does not reduce or limit the liability of any member.

The composition, ownership, membership, roles or responsibilities of the joint venture or consortium may not be changed without the Employer's **prior written approval**. No member may withdraw or be replaced without approval, and any approved change does not remove liabilities or obligations that arose before the change.

Where required, the Contractor shall submit a signed joint-venture or consortium agreement confirming the identity and legal status of all members, their roles and responsibilities, the lead member, the authorised representative, the joint and several liability of all members, and the arrangements for managing and executing the Works.

18. CIDB CONTRACTOR GRADING

Only tenders who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal or higher than a contractor grading

designation determined in accordance with the sum tendered, or a value determined in accordance with Regulations 25 (1B) OR 25(7A) of the Construction Industry Development Regulations, for a 3ME or higher class of construction work are eligible to have their tenders evaluated

The bidder's CIDB registration shall be valid and active at the closing date of the bid. Proof of the applicable CIDB registration shall be submitted with the bid.

The Employer reserves the right to verify the bidder's CIDB registration, grading designation and class of works on the CIDB Register of Contractors.

Where a bid is submitted by a joint venture, the joint venture and its members shall comply with the applicable CIDB requirements relating to joint-venture contractor grading.

Below is a consolidated and streamlined version that retains the key contractual obligations while reducing repetition.

19. PERIOD OF CONTRACT

The Contract shall commence on the date of appointment or the date stated in the Letter of Appointment and shall remain in force until the completion of all contractual obligations, including the supply, delivery, installation, testing, commissioning and handover of the three (3) replacement chilled-water Air-Handling Units (AHUs), the twelve (12)-month Defects Liability Period and the twenty-four (24)-month post-Defects preventive maintenance period.

The post-Defects preventive maintenance period shall commence immediately upon expiry of the twelve (12)-month Defects Liability Period and shall continue for a period of twenty-four (24) consecutive months.

The overall Contract Period is anticipated to be thirty-six (36) months, excluding the period required for the supply, delivery, installation, testing, commissioning and handover of the replacement AHUs, unless otherwise specified in the Contract.

The Contractor shall remain responsible for the completion of all outstanding works and the fulfilment of all warranty, defects liability, maintenance and other contractual obligations applicable to the Works, notwithstanding the expiry of the stated Contract Period.

The continuation of the Contract shall be subject to satisfactory performance by the Contractor, continued compliance with the terms and conditions of the Contract, the availability of approved budget and any other applicable contractual or statutory requirements.

Any amendment or extension of the Contract Period shall be subject to the applicable legislative framework, Joburg City Theatres' Supply Chain Management Policy and the prior written approval of Joburg City Theatres.

20. GUARANTEE, WARRANTY AND MAINTENANCE

20.1. Manufacturer's Warranty

All Air-Handling Units (AHUs), equipment, materials, components and associated systems supplied under this Contract shall be new, unused, fit for their intended purpose and covered by the applicable manufacturer's standard warranty.

The Contractor shall provide written warranty certificates for all major equipment and components, including AHU casings, fans, motors, variable-speed drives, chilled-water cooling coils, electric heating coils where applicable, filters and filter frames, dampers and actuators, control panels, sensors, controllers, electrical equipment, vibration-isolation equipment, condensate systems and all other major equipment supplied under the Contract.

The minimum warranty period shall be twelve (12) months from the date of Practical Completion, unless a longer warranty period is offered by the manufacturer or specified in the Contract. Where a longer warranty applies, the longer warranty period shall prevail.

The Contractor shall ensure that all manufacturer warranties:

a) remain valid throughout the applicable warranty period;
b) are not invalidated by transportation, storage, installation, testing, commissioning or normal operation of the equipment;
c) are transferable to the Employer upon Final Handover;
d) include the applicable warranty terms, conditions and claim procedures;
e) clearly identify the equipment covered and the applicable warranty period; and
f) cover defects in materials, manufacture and workmanship in accordance with the manufacturer's warranty conditions.

Where equipment or components are repaired or replaced under warranty, the repaired or replacement item shall be covered for the balance of the original warranty period or a new warranty period, whichever is more favourable to the Employer.

The Contractor shall remain responsible for coordinating and administering all warranty claims during the Defects Liability Period.

20.2. Defects Liability Period

The Defects Liability Period shall be twelve (12) months from the date of Practical Completion, unless otherwise stated in the applicable conditions of contract.

During the Defects Liability Period, the Contractor shall, at its own cost, investigate and rectify all defects, deficiencies and non-conforming work attributable to its design, equipment selection,

materials, equipment, workmanship, installation, testing, commissioning or execution of the Works.

This includes defects arising from:

a) defective design or incorrect equipment selection, where the Contractor is responsible for the design;
b) defective materials, equipment, workmanship or installation;
c) failure to comply with the Contract Specifications or approved technical submissions;
d) inadequate airflow, cooling, heating or control performance;
e) incorrect testing, adjusting, balancing or commissioning;
f) excessive noise or vibration;
g) air or water leakage;
h) failure of electrical, control, safety or monitoring systems; and
i) failure of the AHUs or associated systems to achieve the specified operational or performance requirements.

The Contractor shall:

a) acknowledge receipt of a defect notification within two (2) working days;
b) respond within seven (7) calendar days, or sooner where the defect is urgent or materially affects safety, theatre operations or air-conditioning performance;
c) rectify defects within a reasonable period agreed with the Employer, taking into account the nature, severity and operational impact of the defect;
d) provide temporary measures where required to maintain safe and reliable operation pending permanent rectification;
e) bear all costs associated with investigation, labour, supervision, transport, call-out charges, access equipment, plant, tools, materials, removal, replacement, testing, recommissioning and reinstatement;
f) coordinate remedial work with the Employer to minimise disruption to theatre operations; and
g) maintain records and submit reports relating to inspections, defects, repairs and corrective actions.

Where the Contractor fails to rectify a defect within the required or agreed period, the Employer may, after providing reasonable notice where practicable, undertake or appoint others to undertake the required remedial work. The Employer may recover all reasonable costs incurred from the Contractor, without prejudice to any other contractual or legal rights.

20.3. Preventive Maintenance During the Defects Liability Period

The Contractor shall provide preventive maintenance services for the replacement AHUs and associated systems throughout the Defects Liability Period.

Preventive maintenance inspections shall be undertaken at least once every three (3) months and shall include, where applicable:

a) inspection of AHU casings, access doors, seals, panels and filter sections;
b) inspection and cleaning of filters, fans, motors, belts, bearings and variable-speed drives;
c) inspection of chilled-water cooling coils, valves, connections and associated components;
d) inspection and cleaning of condensate drain pans and drainage systems;
e) inspection and functional testing of fresh-air, return-air and mixing dampers and actuators;
f) inspection and verification of control panels, control systems, sensors, operating set points and control sequences;
g) inspection of electrical isolators, protection devices, control wiring and motor-control equipment;
h) inspection of vibration-isolation equipment and flexible connections;
i) verification of airflow, temperatures, pressures and other operating conditions, where required;
j) inspection for abnormal noise, vibration, air leakage, water leakage or condensation;
k) functional testing of alarms, safety devices and interlocks; and
l) any additional maintenance recommended by the equipment manufacturer.

Following each scheduled maintenance inspection, the Contractor shall submit a written maintenance report containing:

a) the inspection date and location;
b) the relevant AHU identification number;
c) maintenance activities performed;
d) equipment operating conditions;
e) defects or deficiencies identified;
f) corrective actions undertaken;
g) outstanding repairs or recommendations;
h) replacement parts or consumables used; and
i) the name and signature of the competent person who performed the inspection.

20.4. Latent Defects

The expiry of the Defects Liability Period shall not relieve the Contractor of liability for latent, concealed or previously undiscoverable defects for which the Contractor remains responsible under the Contract or applicable law.

Where a latent defect becomes apparent and is attributable to defective design, incorrect equipment selection, defective workmanship, defective materials or equipment, non-compliance with the Contract Specifications, or any act or omission for which the Contractor is responsible, the Employer may require the Contractor to investigate, repair, replace or make good the

affected work at the Contractor's own cost, subject to the applicable conditions of contract and applicable law.

This provision shall apply notwithstanding that the Works have been taken over, Practical Completion has been achieved, or the Defects Liability Period has expired.

20.5. Post-Defects Maintenance

Upon expiry of the Defects Liability Period, the Contractor shall provide preventive maintenance services for the replacement Air-Handling Units (AHUs) and associated systems for a period of twenty-four (24) months.

The preventive maintenance period shall commence immediately after expiry of the Defects Liability Period and shall continue for twenty-four (24) consecutive months.

Preventive maintenance inspections shall be undertaken at least once every three (3) months, resulting in a minimum of four (4) scheduled preventive maintenance inspections per annum and a minimum of eight (08) scheduled preventive maintenance inspections over the 24-month maintenance period.

Each preventive maintenance inspection shall include, where applicable:

a) inspection of AHU casings, access doors, seals, panels and filter sections;
b) inspection and cleaning of filters, fans, motors, belts, bearings and variable-speed drives;
c) inspection of chilled-water cooling coils, valves, connections and associated components;
d) inspection and cleaning of condensate drain pans and drainage systems;
e) inspection and functional testing of fresh-air, return-air and mixing dampers and actuators;
f) inspection and verification of control panels, control systems, sensors, operating set points and control sequences;
g) inspection of electrical isolators, protection devices, control wiring and motor-control equipment;
h) inspection of vibration-isolation equipment and flexible connections;
i) verification of airflow, temperatures, pressures and other operating conditions, where required;
j) inspection for abnormal noise, vibration, air leakage, water leakage or condensation;
k) functional testing of alarms, safety devices and interlocks; and
l) any additional maintenance recommended by the equipment manufacturer.

Following each scheduled preventive maintenance inspection, the Contractor shall submit a written maintenance report to the Employer's Representative within five (5) working days. The report shall include, at a minimum:

a) the inspection date and location;
b) the relevant AHU identification number;
c) maintenance activities performed;
d) equipment operating conditions and recorded measurements, where applicable;
e) defects, faults or deficiencies identified;
f) corrective actions undertaken;
g) outstanding repairs, corrective actions or recommendations;
h) replacement parts, materials or consumables used; and
i) the name, designation and signature of the competent person who performed the inspection.

The Contractor shall maintain a complete maintenance history for each AHU throughout the 36-month maintenance period and shall provide the Employer with an updated maintenance record following each scheduled inspection.

21. Communication During the RFP Process

- Any communication with respect to this RFP should be directed to: Keabetswe Senne (kea@joburgtheatre.com) OR Ntombizodwa Zulu (ntombizodwa@joburgtheatre.com)
- Any communication during the RFP process should be addressed by e-mail. Telephonic queries will not be entertained.
- All e-mail correspondence must contain the Bid number: BID NUMBER in the subject line. All queries will be consolidated and responded to in writing every Friday during the proposal response period and will be distributed to all the respondents that completed a non-disclosure agreement. No enquiries will be entertained one week prior to the closing of the RFP.
- Communication with any other personnel of the Joburg City Theatres, with regard to this RFP is not permitted and will result in disqualification of the relevant RFP response.
- Request clarification of the tender documents, if necessary, by notifying the JCT at least five (5) working days before the closing date stated in the tender data.

22. Conditions and Evaluation of Bids

Responses will be evaluated using a predefined set of evaluation criteria. The evaluation criteria are designed to reflect JCT requirements in terms of identifying a suitable service provider and to ensure the selection process is transparent and afford all bidders a fair opportunity for evaluation and selection.

The following conditions of tender apply for this assignment: The bid will be evaluated on a three-stage process.

STAGE 1 – Administrative Compliance Requirements

Bids will be assessed for compliance with the administrative requirements stipulated in the bid document.

Where an administrative requirement is incomplete, omitted, or not complied with, the Employer may, where permitted by the applicable legislation, Supply Chain Management Policy, and conditions of the bid, request clarification, confirmation, or the submission of outstanding information.

Failure to satisfactorily address an administrative non-compliance within the period specified by the Employer may result in the bid being deemed **non-responsive**, disqualified, and excluded from further evaluation.

Only bids that meet all applicable administrative compliance requirements will proceed to **Stage 2: Functionality Evaluation**.

Administrative Compliance Requirements
It is compulsory that the Tenderer
Provides Signed Submission which must be signed by a duly authorized representative
Provides proof of its **entity's registration documentation** (e.g., CIPC) indicating the date of registration/incorporation, and a list of directors, partners, and members.
Provide proof of current and valid **SARS Tax Pin** and VAT registration certificate. Provide rationale if not VAT registered.
Provide a National Treasury Centralised Supplier Database **(CSD) registration summary report** (report should not be older than 30 days)
Provide a Valid certified copy of **B-BBEE certificate** / In the case of EME's a Sworn Affidavit on DTI template.
Provide a **current or latest Municipal Rates and Taxes invoice** for the Tenderer's office/premises (not in arrears for more than 90 days) **or** where a bidder does not own the premises, they reside in, they must provide **a certified lease agreement together with the utility bill statement** (payments made according to the lease agreement) (not in arrears for more than 90 days) NB: Where the Tenderer operates from their residential address (where they live), an affidavit confirming this arrangement must be provided. Please note the address should be the same as the one disclosed in the CSD or CIPC
Provide **Municipal Rates and Taxes Invoice for All the Directors** (as per CIPC document) of the Company OR Original Certified Copy of Lease Agreement and statement of accounts OR Affidavit Certified by the SAPS only if business is conducted in director's premises. (Not in arrears for more than 90 days)
Current audited annual financial statements, where the bidder is legally required to have its annual financial statements audited; or Where the bidder is not legally required to prepare

audited annual financial statements, the bidder must submit its most recent annual financial statements together with a Public Interest Score (PIS) calculation.
Provide Certified copies of South African **Identity Documents** or Valid Passports of Members, Directors or owner (Copy with original stamp).
The Tenderer must provide proof that it is in possession of a letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease **(COIDA)** Act No. 130 of 1993. The proof must be valid at the time of close of the Tender and a valid certificate must be produced at the time of award if the certificate expires between close of Tender and award. In cases where the supplier has no employees, **COIDA tender letter** must be provided. **NB: A supplier who fails to submit a valid Letter of Good Standing may be disqualified, unless the supplier qualifies for a recognized exemption (such as having no employees) and submits a COIDA tender letter.**
Detailed brochure(s) of all services offered shall be presented together with this bid documents
Submit all required schedules, documents and annexures indicated in document

NB: The bidder shall, where required in terms of the bid (bidders' information) submit with the bid, certified copies of all certificates specified. All certified copies must not be older than three months (90days)

Stage 2 Functionality

Test Minimum Threshold of 80% for Technical / Functional Criteria

RELEVANT EXPERIENCE IN CHILLED-WATER AHU OR COMPARABLE HVAC PROJECTS– 30 POINTS	
The Bidder shall demonstrate successful completion of similar projects within the last five (5) years. The bidder must demonstrate the Experience in **supply, installation, replacement, refurbishment or commissioning of chilled-water AHUs or comparable commercial, institutional, theatre, hospital, hotel, office or public-building HVAC systems.** For each project submitted for evaluation, the bidder must provide the following corresponding supporting documents: • An appointment letter or contract or purchase order or similar appointment document issued on the client's official letterhead; and • A corresponding completion certificate or client reference letter confirming the successful completion of the project.	Five (5) or more projects =30 Four (4) projects=24 Three (3) projects=18 Two (2) projects=12 One (1) project=6 No qualifying project or insufficient supporting evidence=0

The appointment document and completion certificate/reference letter must clearly relate to the same project and must contain sufficient information to verify the project details. Important: a) Points will only be allocated where both the appointment document and the corresponding completion certificate or reference letter are submitted. b) Submission of only an appointment letter, contract or purchase order without a corresponding completion certificate or reference letter will not be considered for scoring. c) Submission of only a completion certificate or reference letter without a corresponding appointment letter, contract or purchase order will not be considered for scoring. d) Non-corresponding documents submitted for different projects will not be considered for scoring. e) The appointment documents and completion certificates/reference letters must be duly signed by authorised representatives of the relevant parties. Where the required supporting documents are incomplete, unsigned, illegible or cannot be verified as corresponding to the same project, no points will be allocated for that project.	
QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL – 20 POINTS	
The Bidder shall submit CVs, qualifications and relevant experience information for the proposed key personnel.	
Project Manager – 5 Points Minimum requirements: a) Degree in Project Management/Mechanical Engineering; Electrical or Civil Engineering, where supported by relevant mechanical, HVAC or building-services project-management experience at least five (5) years' experience managing mechanical, HVAC or building-services projects.	Qualification submitted and at least seven (7) years' relevant experience=05 Qualification submitted and five (5) to six (6) years' relevant experience=04 Qualification submitted and three (3) to four (4) years' relevant experience=02

	Less than three (3) years' relevant experience or insufficient evidence=0
Mechanical/HVAC Technical Lead – 10 Points Minimum requirements: a) Bachelor's degree in mechanical engineering / Bachelor of Engineering Technology/ Degree in Building Services Engineering/ recognized qualification in HVAC, air-conditioning or refrigeration engineering b) Professional registration with the Engineering Council of South Africa (ECSA) in a relevant mechanical-engineering category at least five (5) years' relevant experience in AHU, HVAC or mechanical-ventilation design, installation or commissioning.	Relevant qualification and at least ten (10) years' relevant experience=10
	Relevant qualification and seven (7) to nine (9) years' relevant experience=08
	Relevant qualification and five (5) to six (6) years' relevant experience=06
	Relevant qualification and three (3) to four (4) years' relevant experience=03
	Less than three (3) years' experience or insufficient evidence=0
HVAC Installation/Commissioning Supervisor – 5 Points Minimum requirements: a) trade qualification in Refrigeration and Air Conditioning or Mechanical Engineering or Mechanical Fitting/ Diploma or equivalent qualification in Mechanical Engineering or HVAC, air conditioning or refrigeration/Relevant accredited training or competency in HVAC testing, adjusting and balancing (TAB)/ Relevant manufacturer-accredited training in AHU installation, start-up or commissioning at least three (3) years' experience in HVAC installation, testing or commissioning.	Relevant qualification and at least seven (7) years' experience=05
	Relevant qualification and five (5) to six (6) years' experience=04
	Relevant qualification and three (3) to four (4) years' experience=03
	Less than three (3) years' experience or insufficient evidence=0
TECHNICAL PROPOSAL AND PRELIMINARY AHU INFORMATION – 25 POINTS	
The Bidder shall submit the technical information listed below. The evaluation will be based on the number of required technical submissions provided and supported by relevant manufacturer or engineering documentation.	
Required Technical Submission	Points
1. Completed technical compliance schedule	2
2. Proposed AHU manufacturer, model and configuration	2
3. Preliminary AHU technical data sheets	3
4. Preliminary airflow and cooling-capacity information for each AHU	3
5. Proposed fan type, fan duty and motor information	2

6. Proposed filtration arrangement	2
7. Proposed chilled-water cooling-coil information	2
8. Proposed electric-heating information, where applicable	1
9. Proposed fresh-air and return-air mixing arrangement	2
10. Preliminary electrical load information	1
11. Preliminary control-system information	1
12. Manufacturer brochures and product literature	1
13. Proposed manufacturer warranty information	1
14. Preliminary programme for execution of the Works	2
TOTAL	25

A point shall be awarded only where the required information is:

a. submitted;
b. relevant to the proposed AHU equipment; and
c. sufficiently detailed to demonstrate compliance with the applicable technical requirement.

Where a required submission is incomplete, generic, inconsistent or unsupported, the evaluation committee may allocate zero (0) points for that item.

PROJECT METHODOLOGY AND IMPLEMENTATION PROGRAMME – 15 POINTS

The Bidder shall submit a project-specific methodology addressing the activities listed below.

Required Methodology Component	Points
Site inspection, verification and detailed measurement	2
Detailed engineering design and final AHU selection	2
Procurement, manufacture, delivery and equipment handling	2
Removal and lawful disposal of existing AHUs	2
Installation and connection to ductwork, chilled-water, electrical and control systems	3
Testing, adjusting, balancing and commissioning	2
Protection of theatre operations and management of shutdowns	1
Training, documentation, warranty and handover	1
TOTAL	15

PROJECT RESOURCES AND EXECUTION CAPACITY – 10 POINTS

The Bidder shall submit evidence of the resources proposed for the execution of the Works.

Required Resource	Points
Project organisational structure showing key personnel and responsibilities	2
Evidence of access to suitable HVAC installation tools and equipment	2
Evidence of access to lifting, rigging and equipment-	2

handling resources	
Evidence of access to testing, adjusting and balancing equipment	2
Evidence of access to electrical and controls installation resources	2
TOTAL	10
Evidence may include: a) equipment schedules; b) ownership documents; c) lease agreements; d) supplier or subcontractor agreements; e) letters of intent; or	

Functionality Assessment

The evaluation committee reserves the right to:

- Verify any information submitted.
- Conduct site inspections of warehouse facilities.
- Contact client references.
- Request clarification where necessary.
- Reject misleading or false information.

Only bidders achieving the minimum functionality threshold of 80 points will proceed to the next stage of evaluation in accordance
with the Preferential Procurement Policy Framework Act, the Preferential Procurement Regulations, the MFMA and the Joburg City Theatres Supply Chain Management Policy.

STAGE 3: PRICE AND PREFERENCE POINTS EVALUATION

Stage 3 will be evaluated on 80/20 Preference Point System (i.e., 80 points on Price and 20 points on Specific Goals).

Evaluation Using the 80/20 Preference Points System

1) Price [Weighted score 80 points]:

Joburg City Theatres will utilize the following formula in its evaluation of Price:

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

Where:
Ps = Score for the Bid under consideration
Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

2) **Specific Goals criteria** [Weighted score 20 points] *[MBD6.1]*

SUMMARY: Pre-Qualification Thresholds and Final Evaluated Weightings

EVALUATION CRITERIA	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

23. General

- The quotation must be valid for 90 days from closing date.
- Quotation prices must include delivery and all equipment related to the successful completion of job.
- JCT is not bound to accept any Bid and reserves the right to take up all or a part of the bid.

24. Service Levels

- An experienced account representative(s) is required to work with Joburg City Theatres' Supply Chain Management department. Additionally, there shall be a minimal number of people, fully informed and accountable for the agreement.
- Joburg City Theatres will have regular reviews with the Service Provider's account representative on an on-going basis.
- Joburg City Theatres reserves the right to request that any member of the Service Provider's team involved on the Joburg City Theatres account be replaced if deemed not to be adding value for Joburg City Theatres.
- The Service Provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
    a) Random checks on compliance specifications
    b) On-time deliverables
- The Service Provider must provide a telephone number for customer service calls.
- Failure of the Service Provider to comply with stated service level requirements will give Joburg City Theatres the right to cancel the contract in whole, without penalty to Joburg City Theatres, giving 30 [thirty] days' notice to the Service Provider of its intention to do so.

Acceptance of Service Levels:

YES		NO	

25. SUMMARY: Post Bid Negotiations

Joburg City Theatres reserves the right to conduct post Bid negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Joburg City Theatres conduct post Bid negotiations, Respondents will be requested to provide their best and final offers to Joburg City Theatres based on such negotiations. A final evaluation will be conducted in terms of 80/20 and the contract will be negotiated and awarded to the successful Respondent(s).

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. Bids will not be considered if these requirements are not met.

1. Previously a taxpayer (bidder) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the tax payer/ bidder MUST now submit TAX COMPLIANCE STATUS PIN NO. Bids WILL NOT be considered if the correct PIN NO and Tax Reference Number are not included in this document

2. Applications for the Tax Clearance Certificates MUST be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za or contact the SARS Contact Centre on 0800007277

3. The bidder (Name) ……. Hereby grants Joburg City Theatres Permission to use the following TAX COMPLIANCE STATUS PIN NO …… With reference to the following Tax reference Number……

4. The bidder (Name) ……Hereby further grants SARS permission to disclose the bidders TAX COMPLIANCE STATUS to JCT on an on-going basis during the Contract Term.

5. A bidder who appoints a Sub-Contractor / Joint Venture / Consortia to execute a portion of a contract (Sub-Contractor in excess of National Treasury threshold) must ensure that each appointment is TAX COMPLIANT and remains TAX COMPLIANT for the duration of the contract. Successful bidders must provide JCT authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor / Joint Venture / Consortia TAX COMPLIANCE STATUS.

6. A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid as well as identity of that principal. The TAX COMPLIANCE STATUS of that principle must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful bidder to execute a portion of a contract.

7. The TAX COMPLIANCE STATUS of all parties must be disclosed and verified if the bidder consist of a partnership and

8. A bidder, who is not resident in the Republic of South Africa, must apply for TAX CLEARANCE at SARS.

SIGNATURE OF BIDDER _____DATE: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

WITNESS 1 _____DATE: _____

WITNESS 2 _____DATE: _____

SECTION 3

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete and submit.

(i) A signed, dated and stamped quotation.

1. Notes to Pricing

a. Please indicate your total bid price here: R…… (compulsory)

b. Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.

c. To facilitate like-for-like comparison, bidders must submit pricing strictly in accordance with this pricing schedule and not utilize a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.

d. Prices quoted must be held valid for a period of 120 [HUNDRED AND TWENTY] days from the closing date of this Bid.

NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

e. Please note that should you have offered a discounted price(s), Joburg City Theatres will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

f. Are the rates quoted firm for the full period of the contract?

YES	NO

g. Mandatory: If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g., CPI, and also details of the cost breakdown.

h. All prices must be VAT inclusive and must be quoted in South African Rand (ZAR)

i. The bidder must supply a detailed quote as an annexure with the full specs of the hardware quoted on to this quote. Failure to meet any of the specifications will result in the bid not being considered.

NB: It will be in the best interest of the bidder to base his bid with full and comprehensive information to ensure that the final solution in not jeopardised by an uneconomic bid price.

QUOTATION FORM

I/We_____hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Joburg City Theatres; and
- Any other standard or special conditions mentioned and/or embodied in this bid document.

I/We accept that unless Joburg City Theatres should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Joburg City Theatres' acceptance thereof shall constitute a binding contract between Joburg City Theatres and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Joburg City Theatres may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Joburg City Theatres in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule
I/We quote as follows for the goods required:

Item	Description	Unit	Qty	Amount Excl. VAT
A Preliminaries, Site Verification and Detailed Design				
A1	Site inspection, verification, measurements and assessment of existing systems	Lump Sum	1	
A2	Detailed engineering design, airflow verification, cooling-load calculations and final AHU selection	Lump Sum	1	
A3	Technical submissions, calculations, equipment schedules and detailed drawings	Lump Sum	1	
A4	Project management, coordination, programme management and site supervision	Lump Sum	1	
			Subtotal A	

B AHU 1.1 – Supply and Installation				
B1	Supply of complete chilled-water AHU, including casing, mixing box, filters, cooling coil, fan, motor, controls and all required accessories	No.	1	
B2	Delivery, off-loading, handling, lifting and positioning	Lump Sum	1	
B3	Removal, disconnection and lawful disposal of the existing AHU	Lump Sum	1	
B4	Installation, assembly, alignment, support, vibration isolation and connection	Lump Sum	1	
B5	Ductwork modifications, flexible connections, sealing and reinstatement	Lump Sum	1	
B6	Chilled-water pipework connections, valves, fittings, insulation and associated works	Lump Sum	1	
B7	Electrical power, control and instrumentation connections	Lump Sum	1	
B8	Condensate drainage connections and associated works	Lump Sum	1	
			Subtotal B – AHU 1.1	
C AHU 1.3 – Supply and Installation				
C1	Supply of complete chilled-water AHU, including casing, mixing box, filters, cooling coil, fan, motor, controls and all required accessories	No.	1	
C2	Delivery, off-loading, handling, lifting and positioning	Lump Sum	1	
C3	Removal, disconnection and lawful disposal of the existing AHU	Lump Sum	1	
C4	Installation, assembly, alignment, support, vibration isolation and connection	Lump Sum	1	
C5	Ductwork modifications, flexible connections, sealing and reinstatement	Lump Sum	1	

C6	Chilled-water pipework connections, valves, fittings, insulation and associated works	Lump Sum	1	
C7	Electrical power, control and instrumentation connections	Lump Sum	1	
C8	Condensate drainage connections and associated works	Lump Sum	1	
	Subtotal C – AHU 1.3			
	D AHU 1.5 – Supply and Installation			
D1	Supply of complete chilled-water AHU, including casing, mixing box, filters, cooling coil, fan, motor, controls and all required accessories	No.	1	
D2	Delivery, off-loading, handling, lifting and positioning	Lump Sum	1	
D3	Removal, disconnection and lawful disposal of the existing AHU	Lump Sum	1	
D4	Installation, assembly, alignment, support, vibration isolation and connection	Lump Sum	1	
D5	Ductwork modifications, flexible connections, sealing and reinstatement	Lump Sum	1	
D6	Chilled-water pipework connections, valves, fittings, insulation and associated works	Lump Sum	1	
D7	Electrical power, control and instrumentation connections	Lump Sum	1	
D8	Condensate drainage connections and associated works	Lump Sum	1	
	Subtotal D – AHU 1.5			
	E Testing, Commissioning and Handover			
E1	Pre-commissioning inspections and checks	Lump Sum	1	
E2	Air-side testing, adjusting and balancing	Lump Sum	1	
E3	Chilled-water testing, flushing and	Lump	1	

	water-side balancing	Sum		
E4	Electrical testing and verification	Lump Sum	1	
E5	Controls, interlocks and BMS interface testing	Lump Sum	1	
E6	Functional performance testing and commissioning	Lump Sum	1	
E7	Operator and maintenance training	Lump Sum	1	
E8	Operating and maintenance manuals, as-built drawings and handover documentation	Lump Sum	1	
			Subtotal E	
F Defects Liability and Preventive Maintenance				
F1	Quarterly preventive-maintenance inspections during the twelve (12)-month Defects Liability Period	Lump Sum	1	
F2	Defect response, warranty coordination and rectification support	Lump Sum	1	
			Subtotal F	
G Post-Defects Preventive Maintenance – 24 Months				
G1	Year 2: Quarterly preventive maintenance of all three (3) replacement AHUs, comprising four (4) scheduled maintenance visits	Year	1	
G2	Year 2: Quarterly preventive maintenance of all three (3) replacement AHUs, comprising four (4) scheduled maintenance visits	Year	1	
G3	Maintenance reports, updated equipment maintenance records and annual maintenance summaries	Lump Sum	1	
			Subtotal G	
TOTAL TENDER PRICE EXCLUDING VAT				
VAT				
TOTAL TENDER PRICE INCLUDING VAT				

POST-DEFECTS MAINTENANCE PRICING

The Bidder shall provide a fixed price for preventive maintenance services for the three (3) replacement chilled-water Air-Handling Units (AHUs) for a period of **twenty-four (24) months**, commencing immediately after expiry of the twelve (12)-month Defects Liability Period.

Preventive maintenance inspections shall be undertaken at least **once every three (3) months**, resulting in a minimum of **four (4) scheduled preventive maintenance inspections per annum** and a minimum of **eight (8) scheduled preventive maintenance inspections** over the 24-month post-Defects maintenance period.

The prices quoted shall include all costs necessary to provide the scheduled preventive maintenance services, including:

a) labour, supervision and competent technical personnel;
b) travel, transport and accommodation, where applicable;
c) tools, testing instruments, equipment and access equipment;
d) inspection, servicing, cleaning, adjustment and routine preventive-maintenance activities;
e) inspection and servicing of AHU casings, access doors, seals, panels and filter sections;
f) inspection and cleaning of fans, motors, belts, bearings and variable-speed drives;
g) inspection and cleaning of chilled-water cooling coils, condensate drain pans and drainage systems;
h) inspection and functional testing of fresh-air, return-air and mixing dampers, actuators, controls, sensors and control sequences;
i) inspection and verification of electrical isolators, protection devices, control wiring and motor-control equipment;
j) inspection of vibration-isolation equipment and flexible connections;
k) verification of airflow, temperatures, pressures and other operating conditions, where required;
l) functional testing of alarms, safety devices and interlocks;
m) submission of maintenance reports and updated maintenance records following each scheduled maintenance inspection; and
n) all other routine preventive maintenance recommended by the equipment manufacturer.

The prices quoted for the 24-month post-Defects preventive maintenance period shall form part of the **Total Tender Price** and shall be included in the financial evaluation of the bid.

Replacement parts, major repairs, corrective maintenance, emergency call-outs and consumables shall be excluded from the fixed preventive-maintenance price unless specifically included in the Pricing Schedule.
Where additional repairs, corrective work or replacement parts are required, the Contractor shall submit a written quotation for the Employer's approval before undertaking the work. No additional work shall be performed without prior written approval from Joburg City Theatres, except where emergency work has been expressly authorised in writing.

PRICING INSTRUCTIONS

The Bidder shall complete the Pricing Schedule in full and provide prices for all items required for the complete execution of the Works, including the twelve (12)-month Defects Liability Period

and the twenty-four (24)-month post-Defects preventive maintenance period.

All prices shall be quoted in South African Rand (ZAR) and shall be exclusive of Value-Added Tax (VAT), unless otherwise stated.

The prices tendered shall be fixed and shall include all costs necessary for the complete design, verification, supply, delivery, removal, installation, connection, testing, adjusting, balancing, commissioning, training, documentation, warranty support, handover and maintenance of the three (3) replacement chilled-water Air-Handling Units (AHUs).

The tendered prices shall include, but shall not be limited to:

a) site inspection, verification and detailed measurements;
b) detailed engineering design and final equipment selection;
c) preparation and submission of technical calculations, drawings and technical documentation;
d) manufacture, procurement and supply of the replacement AHUs;
e) supply of all AHU sections, components and accessories;
f) delivery, off-loading, handling, storage and protection of equipment;
g) removal, disconnection and lawful disposal of the existing AHUs;
h) lifting, rigging, access equipment and installation plant;
i) installation, positioning, alignment and securing of the replacement AHUs;
j) modifications to existing ductwork and duct connections;
k) chilled-water pipework connections, valves, fittings, insulation and associated works;
l) condensate drainage connections and associated works;
m) electrical power, control and instrumentation connections;
n) controls integration and Building Management System (BMS) interface, where applicable;
o) vibration isolation, flexible connections, sealing and acoustic treatment;
p) testing, adjusting and balancing of air-side and water-side systems;
q) testing and commissioning;
r) performance testing and rectification of deficiencies;
s) operator and maintenance training;
t) operating and maintenance manuals;
u) as-built drawings and final handover documentation;
v) manufacturer warranties;
w) quarterly preventive-maintenance inspections during the twelve (12)-month Defects Liability Period;
x) quarterly preventive-maintenance inspections during the twenty-four (24)-month post-Defects maintenance period;
y) all labour, supervision, materials, plant, tools, equipment, transport, accommodation, insurance, permits, statutory compliance and overheads;
z) all costs associated with imported equipment, including international freight, customs clearance, duties, taxes, inland transport, storage and delivery; and
aa) all other costs necessary for the complete and proper execution of the Works.

No additional payment shall be made for work, materials, equipment or services that are necessary for the complete and compliant execution of the Works but have not been separately

identified in the Pricing Schedule.

FIXED PRICING

The tendered prices shall be fixed for the duration of the Contract and shall not be adjusted due to:

a) exchange-rate fluctuations;
b) changes in foreign-currency values;
c) increases in supplier or manufacturer prices;
d) increases in international freight or logistics costs;
e) customs duties, taxes, levies or import-related charges;
f) increases in labour, material or equipment costs;
g) procurement or manufacturing delays; or
h) any other cost increase within the Contractor's control or risk.

No claim for additional payment arising solely from the above factors shall be accepted, except where a price adjustment is expressly permitted under the applicable conditions of contract.

PROVISIONAL SUMS

No provisional sums shall be included unless specifically identified and instructed by the Employer.

Where a provisional sum is included, it shall be used only with the Employer's prior written approval and in accordance with the applicable conditions of contract.

Non-Compliance

Should the Contractor identify any defect, non-conformance or installation that does not comply with the Contract Specifications, manufacturer requirements or applicable standards, the Contractor shall immediately notify Joburg City Theatres in writing.

Joburg City Theatres shall review the reported non-compliance and provide written instructions regarding the required corrective action.

Where a defect or non-compliance is not reported by the Contractor and is subsequently identified during inspection or acceptance, the Contractor shall, at its own cost, rectify the defect and bring the installation into full compliance with the Contract requirements.

Bid Pricing Declaration

Bidders are encouraged to submit realistic, competitive and sustainable prices. Unreasonably low or materially unbalanced pricing may be subject to clarification in accordance with applicable procurement legislation.

By signing the Pricing Schedule, the Bidder confirms that it has examined the bid documents, understands the scope of work, has allowed for all costs necessary to perform the services, and accepts that no additional claims arising from a misunderstanding of the bid requirements will be entertained after bid closing.

SIGNED _____DATE_____

PRINT NAME _____

DESIGNATION _____

SECTION 4

DECLARATION OF INTEREST

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

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 Full Name: ……

3.2 Identity Number:……

3.3 Company Registration Number: ……

3.4 Tax Reference Number: ……

3.5 VAT Registration Number: ……

3.6 Are you presently in the service of the state* YES / NO

3.6.1 If so, furnish particulars …….

……

3.7 Have you been in the service of the state for the past twelve months? YES / NO

3.7.1 If so, furnish particulars.……

……

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid YES / NO

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* MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

3.8.1 If so, furnish particulars .....

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.9.1 If so, furnish particulars.....

.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES/ NO

3.10.1If so, furnish particulars .....

.....

3.11Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES / NO

3.11.1If so, furnish particulars.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

....

Signature Date

....

Position Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where?

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

3.2.1 POINTS AWARDED FOR PRICE

80/20 or 90/10

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

Where?

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system

will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

Table 1 (80/20): Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs	Points (05)	
81 - 100	5	
61 -80	4	
41 - 60	3	
21 - 40	2	
1 -20	1	
0%	0	
Percentage (%) Ownership by Women	Points (8)	
91 -100	8	
81- 90	7	
71 - 80	6	
61 - 70	5	
51 - 60	4	
41 - 50	3	
21 - 40	2	
1 -20	1	
0	0	
Percentage (%) Ownership by Youth	Points (6)	
81 - 100	6	
71 - 80	5	
61 - 70	4	
41 - 60	3	
31 - 40	2	
1 -30	1	
0%	0	
Percentage (%) Ownership by Disability	Points (1)	
1 - 100	1	
0%	0	

Table 2 (90/10): Specific goals for the tender and points claimed are indicated per the table below.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs	Points (2)	
51 - 100	2	
1 - 50	1	
0%	0	
Percentage (%) Ownership by Women	Points (4)	
81 - 100	4	
61-80	3	
21-60	2	
1-20	1	
0%	0	
Percentage (%) Ownership by Youth	Points (3)	
71 - 100	3	
41 - 70	2	
1 - 40	1	
0%	0	
Percentage (%) Ownership by Disability	Points (1)	
1 - 100	1	
0%	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm……

4.4 Company registration number: ……..

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify

that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct.

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

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

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

(a) disqualify the person from the tendering process.

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

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

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

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

…… SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: ……
DATE: ……
ADDRESS: …… …… …… ……

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

2 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 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

b. been convicted for fraud or corruption during the past five years;

c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

Item	Question	Yes	No
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	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?	Yes ☐	No ☐
4.4.1	If so, furnish 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?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

…… ……..

Signature Date

…… ……..

Position Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1) This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2) 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).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3) 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:

    a) take all reasonable steps to prevent such abuse;

    b) 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

    c) 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) 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) In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

BID 00407/26: Replacement Of Three (3) Existing Chilled-Water Air-Handling Units (AHUs) At the Joburg Theatre

In response to the invitation for the bid made by:

JOBURG THEATRE (SOC) LTD t/a JOBURG CITY THEATRES

(Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    a) has been requested to submit a bid in response to this bid invitation;
    b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] 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:

[3] 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.

a) prices;
b) geographical area where product or service will be rendered (market allocation)
c) methods, factors or formulas used to calculate prices;
d) the intention or decision to submit or not to submit, a bid;
e) the submission of a bid which does not meet the specifications and conditions of the bid; or
f) bidding with the intention not to win the bid.

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

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

…… ……..

Signature Date

…… ……..

Position Name of Bidder

SECTION 4:

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

8 May 2007

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

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

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

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

2. Application

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

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

extend only so far as may be necessary for purposes of such performance.

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

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

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

6. Patent Rights

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

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:
  (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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

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

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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